



MAV BEAUTY BRANDS INC.

**NOTICE OF 2021 ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
AND MANAGEMENT INFORMATION CIRCULAR**

May 10, 2021

MAV BEAUTY BRANDS INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

To the holders of Common Shares and holders of Proportionate Voting Shares:

NOTICE IS HEREBY GIVEN that an annual general and special meeting of the shareholders of MAV Beauty Brands Inc. (the “**Meeting**”) will be held on June 23, 2021 at 1:00 p.m. (Toronto time) via live webcast at <https://virtual-meetings.tsxtrust.com/1149> (Meeting ID: **1149** - case sensitive password: **mav2021**) for the following purposes:

1. To receive MAV Beauty Brands Inc.’s annual audited financial statements for the financial year ended December 31, 2020, including the external auditors’ report thereon;
2. To elect directors of MAV Beauty Brands Inc. who will serve until the end of the next annual general meeting of shareholders or until their successors are elected or appointed;
3. To appoint external auditors, who will serve until the end of the next annual general meeting of shareholders and authorize the board of directors of the Company to fix their remuneration;
4. To approve a resolution to renew the Company’s long-term incentive plan, as more fully described in the accompanying Management Information Circular; and
5. To consider such other business that may properly come before the Meeting or any adjournment thereof.

The Management Information Circular dated May 10, 2021 provides additional information relating to matters to be dealt with at the Meeting. Shareholders are reminded to review the Management Information Circular before voting.

In this Notice, “we”, “us”, “our”, “MAV Beauty Brands” and “the Company” refer to MAV Beauty Brands Inc. and all entities controlled by it unless the context otherwise requires. “You” and “your” refer to MAV Beauty Brands shareholders.

Virtual only format

To mitigate risks to the health and safety of our communities, shareholders, employees and other stakeholders resulting from the unprecedented public health impact of COVID-19, the Company is holding the Meeting in a virtual only format, which will be conducted via live audio webcast. All shareholders regardless of geographic location and equity ownership will have an opportunity to participate at the Meeting and engage with directors of the Company and management as well as other shareholders, as described in the Company’s Management Information Circular. However, shareholders will not be able to attend the Meeting in person.

Registered shareholders and duly appointed proxyholders will be able to attend, submit questions and vote at the Meeting online at <https://virtual-meetings.tsxtrust.com/1149> (case sensitive password: mav2021). Non-registered shareholders (being shareholders who hold their 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 the Meeting as guests, but guests will not be able to vote or ask questions at the Meeting.

Notice-and-Access

As permitted by Canadian securities regulators under National Instrument 54-101 — *Communications with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), we are using “notice-and-access” to deliver our Meeting materials. Notice-and-access allows us to post electronic versions of proxy-related materials online, rather than mailing paper copies of such materials to shareholders. Accordingly, this Notice of Meeting, the Management Information Circular, and MAV Beauty Brands’ audited annual financial statements for the financial year ended December 31, 2020, along with the related management’s discussion and analysis, have been posted at <https://investors.mavbeautybrands.com> and under MAV Beauty Brands’ profile on www.sedar.com.

Shareholders will receive paper copies of a notice package (the “**Notice Package**”) via prepaid mail containing the information prescribed by NI 54-101 and a form of proxy (if you are a registered shareholder) or a voting instruction form (if you are a non-registered shareholder).

You have the right to vote

You are entitled to receive notice of and vote at the Meeting or any adjournment or postponement of the Meeting if you are a holder of MAV Beauty Brands Inc. Common Shares or Proportionate Voting Shares on the record date, which the board of directors of the Company has fixed as May 6, 2021. No shareholders becoming shareholders of record after that time will be entitled to vote at the Meeting, or any adjournment or postponement thereof.

Your vote is important

As a MAV Beauty Brands shareholder, it is important that you read the Management Information Circular carefully. You are entitled to one vote for each Common Share held and 1,000 votes for each Proportionate Voting Share held.

If you are a registered shareholder or duly appointed proxyholder, you are entitled to vote at the Meeting online at <https://virtual-meetings.tsxtrust.com/1149> (case sensitive password: mav2021). If you are unable to attend the Meeting, you are requested to vote your shares using the form of proxy or voting instruction form, as applicable, in the Notice Package.

Registered shareholders should complete and sign the form of proxy and return it in the envelope provided. Alternative methods of voting by proxy are outlined in the Management Information Circular. If you are a non-registered shareholder, you should review the voting instruction form provided by your intermediary, which sets out the procedures to be followed for voting shares held through intermediaries.

Shareholders who wish to appoint a proxyholder other than the persons designated by us (including a non-registered shareholder who wishes to appoint themselves as proxyholder) must carefully follow the instructions on their form of proxy or voting instruction form, as applicable. These instructions include the additional step of registering such proxyholder with our transfer agent, TSX Trust Company, after submitting their form of proxy or voting instruction form, as applicable. Failure to register the proxyholder will result in the proxyholder not receiving a control number that is required for them to vote at the Meeting online and, consequently, only being able to attend the Meeting online as a guest. To register as a proxyholder, the shareholder or the proxyholder MUST contact TSX Trust Company by emailing tsxtrustproxyvoting@tmx.com, and complete the Request for Control Number form at <https://tsxtrust.com/resource/en/75>, so that TSX Trust Company may provide the proxyholder with a control number via email. Non-registered shareholders located in the United States must also provide TSX Trust Company with a duly completed legal proxy if they wish to vote at the Meeting or appoint a third-party as their proxyholder.

Proxies must be received by our transfer agent, TSX Trust Company, by mail at 100 Adelaide Street West, Suite 301, Toronto, Ontario, Canada, M5H 4H1, Attention: Proxy Department; by facsimile to 1-416-595-9593; or online with your 12-digit control number at www.voteproxyonline.com, by no later than 1:00 p.m. (Toronto time) on June 21, 2021 or two business days before the commencement of any adjournment(s) or postponement(s) of the Meeting.

Shareholders can contact our transfer agent, TSX Trust Company, toll free at 1-866-600-5869 or by email at TMXInvestorServices@tmx.com, for more information regarding notice-and-access or with questions regarding how to vote their shares.

By order of the Board of Directors,

(signed) Chris Elshaw

Chris Elshaw
Chair of the Board of Directors
Vaughan, Ontario
May 10, 2021

MANAGEMENT INFORMATION CIRCULAR

TABLE OF CONTENTS

GENERAL INFORMATION	1
Voting Information	2
How to Attend the Online Meeting	2
How to Vote – Registered Shareholders	3
How to Vote – Non-Registered Beneficial Shareholders	4
Completing the Proxy Form	6
Record Date, Quorum and Votes Necessary to Pass Resolutions	6
Additional Voting Information	6
BUSINESS OF THE MEETING	8
Receiving the Audited Annual Financial Statements	8
Election of Directors	8
Appointment of Auditors	8
Long Term Incentive Plan Renewal	8
Considering Other Business	8
ELECTION OF DIRECTORS	8
Nomination Rights	9
APPOINTMENT OF INDEPENDENT AUDITORS	14
LONG-TERM INCENTIVE PLAN RENEWAL	15
DIRECTOR COMPENSATION	16
Director Compensation Table	17
Outstanding Option-Based and Share-Based Awards for Directors	17
Incentive Plan Awards – Value Vested or Earned During the Year for Directors	18
COMPENSATION DISCUSSION AND ANALYSIS	18
Introduction	18
Overview	18
Compensation-Setting Process	19
Principal Elements of Compensation	20
Long-Term Incentive Compensation	20
Option Plan	23
Summary Compensation Table	23
Employment Agreements, Termination and Change of Control Benefits	24
Outstanding Option-Based Awards and Share-Based Awards	26
Incentive Plan Awards — Value Vested or Earned During the Year	27
PERFORMANCE GRAPH	27
SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS	28
Equity Compensation Plan Information	28
INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS	29
CORPORATE GOVERNANCE	29
General	29
Composition of our Board and Board Committees	29
Director Independence	30
Meetings of Independent Directors and Conflicts of Interest	30
Director Term Limits and Other Mechanisms of Board Renewal	30
Mandate of our Board of Directors	30
Position Descriptions	31
Orientation and Continuing Education	31
Code of Ethics	31
Committees of our Board	31
Board and Senior Executive Diversity	32
OTHER IMPORTANT INFORMATION	34
Voting Securities	34

Certain Amendments	34
Principal Holders of Voting Securities.....	35
INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON.....	35
INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS	35
SHAREHOLDER PROPOSALS	35
ADDITIONAL INFORMATION.....	36
Documents you can request	36
Approval	36
APPENDIX “A” - MANDATE OF THE BOARD OF DIRECTORS	A-1
APPENDIX “B” - OMNIBUS LONG-TERM INCENTIVE PLAN	B-1

GENERAL INFORMATION

The information in this document is as of May 10, 2021, unless otherwise indicated.

References to “we”, “us”, “our”, “MAV Beauty Brands” and “the Company” refer to MAV Beauty Brands Inc. and all entities controlled by it unless the context otherwise requires. “You” and “your” refer to MAV Beauty Brands shareholders. Unless otherwise indicated, all references to “\$” or “dollars” in this Management Information Circular (the “**Circular**”) refer to United States dollars and all references to Canadian dollars and “C\$” are to Canadian dollars.

This Circular is provided in connection with our annual general and special meeting of shareholders of the Company (the “**Meeting**”) to be held on June 23, 2021 at 1:00 p.m. (Toronto time) via live webcast at <https://virtual-meetings.tsxtrust.com/1149> (Meeting ID: **1149** - case sensitive password: **mav2021**). **Your proxy is solicited by the management of the Company for the items described in the Notice of Meeting (the “Notice”).** We usually make our request by mail, but our employees or agents may also solicit your proxy by telephone, internet, fax or other ways at a nominal cost borne by the Company.

To mitigate risks to the health and safety of our communities, shareholders, employees and other stakeholders resulting from the unprecedented public health impact of COVID-19, the Company is holding the Meeting in a virtual only format, which will be conducted via live webcast. All shareholders regardless of geographic location and equity ownership will have an opportunity to participate at the Meeting and engage with directors of the Company and management as well as other shareholders, as described in this Circular. Shareholders will not be able to attend the Meeting in person.

As a registered shareholder or duly appointed proxyholder (including a non-registered beneficial shareholder, a “**Non-Registered Holder**”, who has appointed himself or herself as proxyholder), you have the right to attend and vote at the Meeting as set out in this Circular. Please read this Circular. It gives you information that you need to know to cast your vote. We also encourage you to read our audited annual financial statements and related management’s discussion and analysis for the financial year ended December 31, 2020.

Registered shareholders and duly appointed proxyholders will be able to attend, submit questions and vote at the Meeting online at <https://virtual-meetings.tsxtrust.com/1149> (case sensitive password: mav2021). Non-Registered Holders (being shareholders who hold their 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 the Meeting as guests, but guests will not be able to vote or ask questions at the Meeting.

Registered shareholders and duly appointed proxyholders can ask questions prior to or during the Meeting by following the instructions on the Meeting website. Questions relevant to the business of the Company or the Meeting may be submitted in the field provided by the virtual Meeting platform.

We are using the notice-and-access mechanism under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) to deliver the notice-and-access notice, the form of proxy or voting instruction form and the supplemental mailing return list card (collectively, the “**Notice Package**”) to our shareholders, as well as this Circular and our audited annual financial statements for the financial year ended December 31, 2020, along with the related management’s discussion and analysis (together with the Notice Package, the “**Meeting Materials**”). This means that MAV Beauty Brands will post the Meeting Materials online for our shareholders to access electronically. You will receive the Notice Package in the mail with a notice explaining how to access and review the Meeting Materials electronically and how to request a paper copy free of charge. The Notice Package you receive will contain a form of proxy or a voting instruction form (unless you have chosen to receive proxy materials electronically) so you can vote your shares. Since notice-and-access gives our shareholders more choice, substantially reduces printing, paper and postage, it is a more environmentally friendly and cost-effective way to distribute the Meeting Materials to shareholders. The Meeting Materials are available at <https://investors.mavbeautybrands.com> and under our profile on SEDAR at www.sedar.com.

Shareholders can contact our transfer agent, TSX Trust Company, toll free at 1-866-600-5869 or by email at TMXEInvestorServices@tmx.com for more information regarding notice-and-access, or to obtain a paper copy of these documents at no charge for up to one year. Requests must be received by June 14, 2021 in order to receive a paper copy of the Meeting materials prior to 1:00 p.m. (Toronto time) on June 21, 2021, which is the deadline for submission of your voting instructions or form of proxy, and by June 21, 2021 to receive paper copies before the date of the Meeting. **You will not receive a new form of proxy or voting instruction form if you request a paper copy of the Meeting materials, so it is important that you keep the original form**

sent to you in order to vote. If your request is received on or after the date of the Meeting, then the documents will be sent to you within ten calendar days of your request.

If you have any questions about any of the information in this Circular, please contact Investor Relations at ir@mavbeautybrands.com

Voting Information

The following information provides guidance on how to vote your common shares of the Company (the “**Common Shares**”) and/or proportionate voting shares of the Company (the “**Proportionate Voting Shares**”). The Common Shares and the Proportionate Voting Shares are sometimes collectively referred to in this Circular as the “shares”.

Your Vote is Important

As a shareholder of MAV Beauty Brands, it is very important that you read this information carefully and then vote your shares, either by proxy or by attending the online Meeting.

Voting by proxy means that you are giving the person or people named on your proxy form (each a “**proxyholder**”) the authority to vote your shares for you at the Meeting or any adjournment or postponement thereof. A proxy form is included in this package.

If you vote by proxy, the individuals who are named on the proxy form will vote your shares for you, unless you appoint someone else to be your proxyholder. **You have the right to appoint a person or company of your choice who need not be a shareholder to represent you at the Meeting (a “third-party proxyholder”) other than the persons designated in the proxy form. If you appoint someone else, they must attend the online Meeting to vote your shares.** See “How to Vote – Registered Shareholders” or “How to Vote - Non-Registered Beneficial Shareholders” for additional information.

If you are voting your shares by proxy, our transfer agent, TSX Trust Company, or other agents we appoint must receive your signed proxy form by 1:00 p.m. (Toronto time) on June 21, 2021 or if the Meeting is adjourned or postponed, prior to 1:00 p.m. (Toronto time) on the second business day preceding the day of the Meeting. The time limit for deposit of proxies may be waived by the chair of the Meeting (the “**Chair of the Meeting**”) in the Chair of the Meeting’s sole discretion without notice.

How to Attend the Online Meeting

To mitigate risks to the health and safety of our communities, shareholders, employees and other stakeholders resulting from the unprecedented public health impact of COVID-19, we will hold our Meeting in a virtual only format, which will be conducted via live audio webcast. Shareholders will not be able to physically attend the Meeting.

Registered shareholders and duly appointed proxyholders (including a Non-Registered Holder who has appointed himself or herself as proxyholder) will be able to attend, participate and vote at the Meeting online at <https://virtual-meetings.tsxtrust.com/1149>. Such persons may enter the Meeting by clicking “I have a control number” and entering a valid 12-digit control number and the password “mav2021” (lower case) before the start of the Meeting. Guests, including Non-Registered Holders who have not duly appointed themselves as a proxyholder, can login to the Meeting by clicking “I am a guest” and completing the online registration form. Guests will be able to listen to the Meeting, but will not be able to vote or ask questions at the Meeting. See “How to Vote – Registered Shareholders” or “How to Vote - Non-Registered Beneficial Shareholders” for additional information on voting at the Meeting and additional information on appointing yourself as a proxyholder and registering with TSX Trust Company.

If you attend the Meeting, it is important that you are connected to the internet at all times during the Meeting in order to vote when live voting commences. You should ensure you have a strong, preferably high-speed, internet connection wherever you intend to participate in the Meeting. The Meeting will begin promptly at 1:00 p.m. (Toronto time) on June 23, 2021, unless otherwise adjourned or postponed. Online check-in will begin thirty minutes prior to the Meeting, at 12:30 p.m. (Toronto time). You should allow ample time for online check-in procedures. Please login at least 15 minutes before the start of the Meeting and ensure your web browser is compatible (**please do not use internet explorer**) and your internet connection is working properly. For any technical difficulties experienced during the check-in process or during the Meeting, please consult the Virtual Meeting Guide included with the Notice Package.

How to Vote – Registered Shareholders

You are a registered shareholder if your name appears on your share certificate, Direct Registration System Statement or on the register maintained by our transfer agent, TSX Trust Company. If you are a registered shareholder, you will receive a proxy form.

Voting by Proxy Before the Meeting

You may vote before the Meeting by completing your form of proxy in accordance with the instructions provided therein. Registered shareholders have three options to vote by proxy:

- **Online**

Go to www.voteproxyonline.com and follow the instructions on screen. You will need the 12-digit control number listed on your proxy. You do not need to return your proxy form if you vote on the Internet.

- **By Mail**

Complete, sign and date the proxy form and return it in the envelope we have provided. Please see “Completing the Proxy Form” on the form for more information.

- **By Fax**

Complete, sign and date the proxy form and send it by fax to 1-416-595-9593. Please see “Completing the Proxy Form” on the form for more information.

If you vote by proxy, the individuals named on the proxy form will vote your shares for you unless you appoint someone else to be your proxyholder. **You have the right to appoint a person or company of your choice who need not be a shareholder to represent you at the Meeting, (a “third-party proxyholder”) other than the persons designated in the proxy form.** See below for instructions.

Appointment of a Third-Party as Proxy

If you wish to appoint a third-party proxyholder to represent you at the Meeting, you MUST submit your form of proxy appointing that third-party proxyholder, AND you or your proxyholder must also register with our transfer agent, TSX Trust Company, after you submit your form of proxy. Registration of your third-party proxyholder with TSX Trust Company is an additional step to be completed AFTER you have submitted your form of proxy. Failure to register the proxyholder will result in the proxyholder not receiving a 12-digit control number that is required for them to vote at the Meeting and, consequently, only being able to attend the Meeting as a guest.

- **Step 1: Submit your form of proxy:** To appoint a third-party proxyholder, insert such person’s name in the blank space provided in the form of proxy and follow the instructions for submitting your form of proxy. 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.
- **Step 2: Register your proxyholder:** To register as a third-party proxyholder, the shareholder or the proxyholder must email tsxtrustproxyvoting@tmx.com, and complete the Request for Control Number form at <https://tsxtrust.com/resource/en/75>, by 1:00 p.m. (Toronto Time) on June 21, 2021, or two business days before the commencement of any adjournment(s) or postponement(s) of the Meeting, and provide our transfer agent, TSX Trust Company, with the required proxyholder contact information. TSX Trust Company will then provide the proxyholder with a 12-digit control number by email after the proxy voting deadline has passed. This control number is the username for purposes of logging in to the Meeting. See “How to Attend the Online Meeting” for additional information on how to login to the Meeting. Without a control number, proxyholders will not be able to vote or ask questions at the Meeting but will be able to participate as a guest.

Make sure that the person you appoint is aware that he or she has been appointed and attends the Meeting. Please see “Completing the Proxy Form” on the form for more information.

Voting Online at the Meeting

If you are a registered holder and choose to vote online at the Meeting, you do not need to complete or return your proxy form. Simply login to the Meeting and complete a ballot online during the Meeting. The 12-digit control number located on the proxy form or in the email notification you received is your control number for purposes of logging in to the Meeting. See “How to Attend the Online Meeting” for additional information on how to login to the Meeting.

To vote shares registered in the name of a corporation or other legal entity, an authorized officer or attorney of that corporation or legal entity must attend the Meeting. This person may have to provide proof that they are authorized to act on behalf of the corporation or other legal entity. Shares registered in the name of a corporation or other legal entity cannot be voted online without adequate proof of authorization.

Changing or Revoking your Vote

You can change a vote you made by proxy by:

- voting again online at www.voteproxyonline.com before 1:00 p.m. (Toronto time) on June 21, 2021; or
- completing a proxy form that is dated later than the proxy form you are changing and mailing it to TSX Trust Company so that it is received at the address indicated before 1:00 p.m. (Toronto time) on June 21, 2021.

You can revoke a vote you made by proxy by:

- making a request in writing to the Chair of the Meeting by emailing ir@mavbeautybrands.com during the Meeting or any adjournment or postponement thereof, or before any vote in respect of which the proxy has been given or taken. The written request can be from you or your authorized attorney.

If as a registered shareholder you are using your 12-digit control number to login to the Meeting, you will be provided the opportunity to vote by online ballot on the matters put forth at the Meeting. If you vote by online ballot at the Meeting, you will be revoking any and all previously submitted proxies for the Meeting. If you do not vote by online ballot at the Meeting, your previously submitted proxies will not be revoked and will continue to be counted by TSX Trust Company in tabulating the vote with respect to the matters put forth at the Meeting.

How to Vote – Non-Registered Beneficial Shareholders

You are a non-registered (or beneficial) shareholder (a “**Non-Registered Holder**”) if your shares are registered in the name of an intermediary such as a bank, trust company, securities dealer, trustee or administrator of self-administered RRSPs, RRIFs, RESPs and similar plans (each an “**Intermediary**”) that represents the Non-Registered Holder in respect of its shares; or in the name of a depository (a “**Depository**”, such as CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant.

We have distributed copies of the Notice Package directly to non-objecting Non-Registered Holders and to Intermediaries for onward distribution to Non-Registered Holders that are objecting beneficial owners. Intermediaries are required to forward the Notice Package to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive such materials. Intermediaries often use service companies to forward the Notice Package to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive the Notice Package will receive a package from their Intermediary containing either:

- (a) a voting instruction form that must be properly completed and signed by the Non-Registered Holder and returned to the Intermediary in accordance with the instructions on the voting instruction form;

or, less typically,

- (b) a form of proxy that has already been stamped or signed by the Intermediary that is restricted as to the number of shares beneficially owned by the Non-Registered Holder, but which otherwise has not been completed. In this case, the Non-Registered Holder who

wishes to submit a proxy should properly complete the form of proxy and deposit it with TSX Trust Company at the address set forth in the Meeting Notice.

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of shares that they beneficially own. The Company will not be paying for Intermediaries to forward the Notice Package to objecting beneficial owners.

Voting Online at the Meeting or Appointment of a Third-Party as Proxy

We do not have access to the names or holdings of all of our Non-Registered Holders. If you are a Non-Registered Holder and wish to vote at the Meeting, or have a third-party attend and vote on your behalf, **you MUST submit your voting instruction form or form of proxy (as applicable), appointing yourself or such third-party proxyholder AND you or the third-party proxyholder must register with our transfer agent, TSX Trust Company, after submitting your voting instruction form or form of proxy.** Registering yourself, or your third-party proxyholder registering, with TSX Trust Company is an additional step to be completed AFTER you have submitted your voting instruction form or form of proxy. Failure to register the proxyholder will result in the proxyholder not receiving a control number that is required for them to vote at the Meeting and, consequently, only being able to attend the Meeting as a guest.

- **Step 1: Submit your voting instruction form or form of proxy:** Appoint yourself or the third-party you wish to appoint as proxyholder by inserting your own name, or such third-party's name, in the space provided on the voting instruction form or form of proxy sent to you by your Intermediary. Follow all of the applicable instructions provided by your intermediary (including the deadline). **It is important that you carefully comply with the signature and return instructions provided by your Intermediary.** If you have not received a package containing a voting instruction form or form of proxy, please contact your Intermediary.
- **Step 2: Register your proxyholder:** To register yourself, or the third-party you wish to appoint as your proxyholder, you or the third-party proxyholder must email tsxtrustproxyvoting@tmx.com, and complete the Request for Control Number form at <https://tsxtrust.com/resource/en/75>, by 1:00 p.m. (Toronto Time) on June 21, 2021, or two business days before the commencement of any adjournment(s) or postponement(s) of the Meeting, and provide our transfer agent, TSX Trust Company, with the required proxyholder contact information. TSX Trust Company will then provide you or the third-party proxyholder with a 12-digit control number by email after the proxy voting deadline has passed. This control number is the username for purposes of logging in to the Meeting. See "How to Attend the Online Meeting" for additional information on how to login to the Meeting.

Make sure that the person you wish to appoint as your third-party proxyholder is aware that he or she has been appointed and registered, and attends the Meeting.

If you do not duly appoint yourself as proxyholder then you will only be able to attend the Meeting as a guest. Guests will be able to listen to the Meeting, but will not be able to vote or ask questions at the Meeting.

If you are a Non-Registered Holder located in the United States and wish to vote at the Meeting or, if permitted, appoint a third-party as your proxyholder, 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 information 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 TSX Trust Company. Requests for registration from Non-Registered Holders located in the United States that wish to vote at the Meeting or, if permitted, appoint a third-party as their proxyholder must be sent by email or by courier to: TSX Trust Company, by mail at 100 Adelaide Street West, Suite 301, Toronto, Ontario, Canada, M5H 4H1, Attention: Proxy Department and must be labeled "Legal Proxy" and received no later than the voting deadline of 1:00 p.m. (Toronto time) on June 21, 2021 or two business days before the commencement of any adjournment(s) or postponement(s) of the Meeting. Non-Registered Holders located in the United States must also ensure their proxyholder is registered with TSX Trust Company as described above.

Revoking your Vote

A Non-Registered Holder may revoke a voting instruction form or proxy which has been given to an Intermediary by written notice to the Intermediary or by submitting a voting instruction form or proxy bearing a later date in accordance with the applicable instructions. In order to ensure that an Intermediary acts upon a

revocation of a proxy or voting instruction form, the written notice should be received by the Intermediary well in advance of the Meeting.

Completing the Proxy Form

You can choose to vote “For”, “Withhold” or “Against”, depending on the items listed on the proxy form.

When you sign the proxy form, you authorize the directors and/or officers of the Company who are named in the proxy form to vote your shares for you at the Meeting according to your instructions, unless you have appointed a third-party proxyholder to act as your proxy. **If you return your proxy form and do not tell us how you want to vote your shares, your vote will be counted:**

- **FOR** electing the nominee directors who are listed in the Circular;
- **FOR** appointing Ernst & Young LLP as auditors; and
- **FOR** approving a resolution to renew the Company's long-term incentive plan, as more fully described in the accompanying Circular.

If you are appointing a third-party proxyholder to vote your shares for you at the Meeting, write the name of the person voting for you in the space provided AND register such third-party proxyholder with our transfer agent, TSX Trust Company, at tsxtrustproxyvoting@tmx.com after submitting your form of proxy. Please see “How to Vote – Registered Shareholders — Appointment of a Third-Party as Proxy”, or “How to Vote – Non-Registered Beneficial Shareholders — Voting Online at the Meeting or Appointment of a Third-Party as Proxy”, as applicable.

If you do not specify how you want your shares voted, your proxyholder will vote your shares as they see fit on each item and on any other matter that may properly come before the Meeting.

If you are an individual shareholder, you or your authorized attorney must sign the form. If you are a corporation or other legal entity, an authorized officer or attorney must sign the form.

If you need help completing your proxy form, please contact TSX Trust Company — Investor Services at 1-866-600-5869.

Record Date, Quorum and Votes Necessary to Pass Resolutions

Each shareholder of record at the close of business on May 6, 2021 (the “**Record Date**”) is entitled to vote at the Meeting the shares registered in his, her or its name on that date. The quorum for any meeting of shareholders is one or more persons present and holding or representing by proxy not less than 25% of the voting rights attaching to our outstanding voting shares.

You have one vote for each Common Share and 1,000 votes for each Proportionate Voting Share you hold on May 6, 2021. Please see “Other Important Information” in this Circular for more information. As at the close of business on May 6, 2021, 36,764,669 Common Shares and 3,178 Proportionate Voting Shares were entitled to be voted at the Meeting.

Pursuant to the BCBCA and our Articles, director elections are based on the plurality system, where shareholders vote “for” or “withhold” their votes for a director. Votes withheld are not counted, with the result that, technically, a director will be elected to the Board with just one vote in favor. However, pursuant to the Company's Majority Voting Policy, as further described below, if a nominee for election as a director does not receive a greater number of votes “for” than votes “withheld”, the nominee shall tender his or her resignation to the Chair of the Meeting promptly following the meeting of shareholders at which the director was elected. Under our Articles, if there is a tie, the Chair of the Meeting does not cast the deciding vote.

At the Meeting, shareholders will be asked to consider and, if thought advisable, to: (i) pass a resolution to elect directors to the board of directors; (ii) pass a resolution to appoint auditors for the ensuing year and authorize the directors to fix their remuneration; and (iii) to pass a resolution to renew the Company's long-term incentive plan.

TSX Trust Company will count and tabulate the votes for us.

Additional Voting Information

For general shareholder enquiries, you can contact the transfer agent:

- by mail at:

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

- or by telephone: within Canada and the United States toll-free at 1-866-600-5869, and from all other countries 1-416-342-1091;
- or by fax: 1-416-595-9593;
- or by email: TMXInvestorServices@tmx.com.

BUSINESS OF THE MEETING

We will address the following items at the Meeting:

Receiving the Audited Annual Financial Statements

We will place before the Meeting the Company's audited annual financial statements, including the auditors' report, for the year ended December 31, 2020 ("**Fiscal 2020**"). These financial statements together with the management's discussion and analysis thereon are available on SEDAR at www.sedar.com and the Company's website at <https://investors.mavbeautybrands.com>.

Election of Directors

You will be electing a board of directors (the "**Board**") of six members. See the "Election of Directors" section in this Circular for more information. Directors appointed at the Meeting will serve, subject to our Articles and the BCBCA, until the end of the next annual shareholder meeting or until their successors are elected or appointed. All of the individuals who have been nominated as directors are currently members of the Board and have been since our initial public offering on July 10, 2018.

Appointment of Independent Auditors

The Board recommends that Ernst & Young LLP ("**Ernst & Young**") be appointed as auditors, and that the Board be authorized to fix the auditors' remuneration. The auditors will serve until the end of the next annual shareholder meeting or until a successor is appointed. Ernst & Young was first appointed as the Company's auditors on April 29, 2019. Please see "Appointment of Independent Auditors" in this Circular for more information.

Information concerning the fees paid to the auditors of the Company for Fiscal 2020 and the fees paid to the prior auditors of the Company for the year ended December 31, 2019 ("**Fiscal 2019**") may be found in our most recent Annual Information Form under the heading "Audit Committee — External Auditor Service Fees", which is available under the Company's profile on SEDAR at www.sedar.com.

Long-Term Incentive Plan Renewal

On May 7, 2021, the Board approved the renewal of the Company's omnibus long-term incentive plan ("**LTIP**"). While the LTIP initially became effective on July 10, 2018, the Board has determined to seek shareholder approval for the LTIP renewal at the Meeting in accordance with the rules of the Toronto Stock Exchange, as set out in the resolution in this Circular, which will also approve all unallocated options, rights or other entitlements under the LTIP and allow the Company to continue granting options, rights or other entitlements under the LTIP until June 23, 2024. See "Long-Term Incentive Plan Renewal".

Considering Other Business

We will consider any other business that may properly come before the Meeting. As of the date of this Circular, we are not aware of any changes to the items above or any other business to be considered at the Meeting. If there are changes or new items, your proxyholder can vote your shares on these items as he or she sees fit. If any other matters properly come before the Meeting, it is the intention of the persons named in the form of proxy to vote in respect of those matters in accordance with their judgment.

ELECTION OF DIRECTORS

The articles of the Company (the "**Articles**") provide that the Board shall consist of a minimum of three and a maximum of 15 directors, with the actual number to be determined from time to time by the Board. The Board currently consists of six directors and following the Meeting, assuming that all of the director nominees are elected, the Board will consist of six directors. Each of the six director nominees are to be elected at this Meeting and will, subject to our Articles and the BCBCA, hold office until the end of the next annual general meeting of shareholders or until their successors are elected or appointed. All of the individuals who have been nominated as directors are currently members of the Board and all director nominees have agreed to stand for re-election at the Meeting.

Management recommends voting FOR the resolution to elect each of the nominated directors.

If you do not specify how you want your shares voted, the individuals named as proxyholders in the proxy form intend to cast the votes represented by proxy at the Meeting FOR the election as directors of the nominee directors in this Circular.

All nominees have established their eligibility and willingness to serve as directors. As of the date hereof, management of the Company does not expect that any of the nominees will be unable to serve as a director. However, if, for any reason, at the time of the Meeting, any of the nominees are unable to serve and unless otherwise specified, it is intended that the persons designated in the form of proxy will vote in their discretion for a substitute nominee or nominees.

Investor Rights Agreement

We are a party to an investor rights agreement with, *inter alios*, the TA Shareholder and the Anthony Shareholder dated July 10, 2018, as amended or supplemented from time to time (together, the “**Investor Rights Agreement**”). Among other things, the Investor Rights Agreement includes certain director nomination rights and shareholder rights summarized below.

Nomination Rights

The Investor Rights Agreement provides that the TA Group Permitted Holders were initially entitled to nominate 30% of our directors (rounding up to the next whole number) upon closing of our initial public offering on July 10, 2018 (the “**IPO**”), and are entitled to nominate such percentage of our directors for so long as they hold at least 30% of the issued and outstanding Common Shares (assuming the conversion of all Proportionate Voting Shares to Common Shares) on a non-diluted basis, provided that this percentage will be reduced:

- to 20% of our directors (rounding up to the next whole member) once the TA Group Permitted Holders hold less than 30% but not less than 20% of the issued and outstanding Common Shares (assuming the conversion of all Proportionate Voting Shares to Common Shares) on a nondiluted basis;
- to 10% of our directors (rounding up to the next whole member) once the TA Group Permitted Holders hold less than 20% but not less than 10% of the issued and outstanding Common Shares (assuming the conversion of all Proportionate Voting Shares to Common Shares) on a nondiluted basis; and
- to none of our directors once the TA Group Permitted Holders hold less than 10% of the issued and outstanding Common Shares (assuming the conversion of all Proportionate Voting Shares to Common Shares) on a non-diluted basis.

So long as the TA Group Permitted Holders have the right to nominate at least one director to our Board, the TA Group Permitted Holders shall be entitled to have one of their director nominees serve on a standing committee of our Board, other than the Audit Committee, provided that their director nominee is not one of our officers. The TA Group Permitted Holders shall be entitled to have their director nominee serve as Chair of any such standing committee of our Board as long as they hold not less than 20% of the issued and outstanding Common Shares (assuming the conversion of all Proportionate Voting Shares to Common Shares) on a non-diluted basis. The TA Group Permitted Holders’ nominees to our Board are Jeffrey Barber and Jessica Gilligan.

The Investor Rights Agreement further provides that the Anthony Group Permitted Holders shall be entitled to nominate one director nominee to our Board for so long as they hold, directly or indirectly, 25% or more of their retained interest immediately post-IPO, on a non-diluted basis. The Anthony Group Permitted Holders’ nominee to our Board is Marc Anthony Venere.

“**Affiliate**” means, with respect to any specified Person, any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such specified Person.

“**Anthony Group Permitted Holders**” means: (i) Marc Anthony Venere and any Members of the Immediate Family of Marc Anthony Venere; and (ii) any Person controlled, directly or indirectly, by one or more of the Persons referred to in clause (i) above.

“**Anthony Shareholder**” means Marc Anthony Venere, Founder of MAV Beauty Brands.

“**Members of the Immediate Family**” means with respect to any individual, each parent (whether by birth or adoption), spouse, or child (including any step-child) or other descendants (whether by birth or adoption) of

such individual, each spouse of any of the aforementioned Persons, each trust created solely for the benefit of such individual and/or one or more of the aforementioned Persons and each legal representative of such individual or of any aforementioned Persons (including without limitation a tutor, curator, mandatary due to incapacity, custodian, guardian or testamentary executor), acting in such capacity under the authority of the law, an order from a competent tribunal, a will or a mandate in case of incapacity or similar instrument. For the purposes of this definition, a Person shall be considered the spouse of an individual if such Person is legally married to such individual, lives in a civil union with such individual or is the common law partner (as defined in the *Income Tax Act* (Canada) as amended from time to time) of such individual. A Person who was the spouse of an individual within the meaning of this paragraph immediately before the death of such individual shall continue to be considered a spouse of such individual after the death of such individual.

“Permitted Holders” means any of: (i) the Anthony Group Permitted Holders; and (ii) the TA Group Permitted Holders.

“Person” means any individual, partnership, corporation, company, association, trust, joint venture or limited liability company.

A Person is **“controlled”** by another Person or other Persons if: (i) in the case of a company or other body corporate wherever or however incorporated: (A) securities entitled to vote in the election of directors carrying in the aggregate at least a majority of the votes for the election of directors and representing in the aggregate at least a majority of the participating (equity) securities are held, other than by way of security only, directly or indirectly, by or solely for the benefit of the other Person or Persons; and (B) the votes carried in the aggregate by such securities are entitled, if exercised, to elect a majority of the board of directors of such company or other body corporate; or (ii) in the case of a Person that is not a company or other body corporate, at least a majority of the participating (equity) and voting interests of such Person are held, directly or indirectly, by or solely for the benefit of the other Person or Persons; and “controls”, “controlling” and “under common control with” shall be interpreted accordingly.

“TA Group Permitted Holders” means the TA Shareholder and any of its Affiliates, provided that the TA Shareholder is managed by TA Associates Management, L.P.

“TA Shareholder” means Bock Capital EU Luxembourg MAC S.A R.L.

Advance Notice Provisions

We have included certain advance notice provisions with respect to the election of our directors in our Articles (the **“Advance Notice Provisions”**). The Advance Notice Provisions are intended to: (i) facilitate orderly and efficient annual general meetings or, where the need arises, special meetings; (ii) ensure that all shareholders receive adequate notice of Board nominations and sufficient information with respect to all nominees; and (iii) allow shareholders to register an informed vote. Only persons who are nominated by shareholders in accordance with the Advance Notice Provisions will be eligible for election as directors at any annual general meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors.

Under the Advance Notice Provisions, a shareholder wishing to nominate a director would be required to provide us notice, in the prescribed form, within the prescribed time periods. These time periods include: (i) in the case of an annual meeting of shareholders (including annual general meetings and special meetings), not less than 30 days prior to the date of the annual meeting of shareholders; provided, that if the first public announcement of the date (the **“Notice Date”**) of the annual meeting of shareholders is less than 50 days before the meeting date, not later than the close of business on the 15th day following the Notice Date; and (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for any purpose which includes electing directors, not later than the close of business on the 15th day following the Notice Date, provided that, in either instance, if notice-and-access is used for delivery of proxy related materials in respect of a meeting described above, and the Notice Date in respect of the meeting is not less than 50 days prior to the date of the applicable meeting, the notice must be received not later than the close of business on the 40th day before the applicable meeting.

A copy of the Company’s Articles is available on our website at <https://investors.mavbeautybrands.com> and under the Company’s profile on SEDAR at www.sedar.com.

Majority Voting Policy

In accordance with the requirements of the Toronto Stock Exchange, our Board has adopted a “**Majority Voting Policy**” to the effect that a nominee for election as a director who does not receive a greater number of votes “for” than votes “withheld” with respect to the election of directors by shareholders shall tender his or her resignation to the Chair promptly following the meeting of shareholders at which the director was elected. Our Compensation, Nomination and Governance Committee (“**CNG Committee**”) will consider such offer and make a recommendation to our Board whether to accept it or not. Our Board will promptly accept the resignation unless it determines, in consultation with our CNG Committee, that there are exceptional circumstances that should delay the acceptance of the resignation or justify rejecting it. Our Board will make its decision and announce it in a press release within 90 days following the meeting of shareholders. A director who tenders a resignation pursuant to the Majority Voting Policy will not participate in any meeting of our Board or our CNG Committee at which the resignation is considered.

Description of Proposed Director Nominees

The following sets out certain information regarding each of our nominee directors:

MARC ANTHONY VENERE Founder Age: 52 Ontario, Canada Director Since: 1995 Non-Independent: Mr. Venere is not independent by virtue of the fact that he was an executive officer of the Company within the last three years.		Mr. Venere was President and Chief Executive Officer and a director of MAV Beauty Brands since he founded the Company in 1995 until 2019. Mr. Venere transitioned out of the role of President in 2019 and Chief Executive Officer in 2020. Under Mr. Venere’s leadership, we introduced our first product in Canada in 1995, expanded to the U.S. in 2002 and internationally in 2008, and since then MAV Beauty Brands has grown into a leading global personal care company with sales across North America, in over 25 countries around the world, in over 100 major retailers.
Board/Committee Membership⁽¹⁾		Meeting Attendance
Board		17/17 (100%)
Securities Held (As of May 6, 2021):		
Voting Shares	Deferred Share Units	Meets Share Ownership Guidelines?
10,385,202	NIL ⁽⁵⁾	N/A ⁽⁶⁾

CHRIS ELSHAW Chair Age: 61 Florida, USA Director Since: 2016 Independent.		Mr. Elshaw has served as Chair of our Board since September 2016. Mr. Elshaw has, since March 2014, acted as a business advisor and board member to private companies and assists with due diligence for private equity firms. He was also an Independent Director and member of the Audit and Compensation committees of Amplify Snack Brands between April 2015 and January 2018. Prior to this, between July 2002 and February 2014, Mr. Elshaw held several roles at Revlon Inc. and its affiliates, a global cosmetics company. Mr. Elshaw is also a National Association of Corporate Directors (NACD) Board Leadership Fellow and a certified member of the American College of Corporate Directors.
Board/Committee Membership⁽¹⁾		Meeting Attendance
Board (Chair) Audit Committee CNG Committee		17/17 (100%) 5/5 (100%) 6/6 (100%)
Securities Held (As of May 6, 2021):		
Voting Shares	Deferred Share Units	Meets Share Ownership Guidelines?
NIL	47,798	In progress ⁽⁷⁾

JEFFREY BARBER Age: 48 Massachusetts, USA Director Since: 2016 Non-Independent: Mr. Barber is not independent as a result of his relationship with the TA Shareholder.		Mr. Barber is a Managing Director and Co-Head of TA Associates Management L.P.'s North American Healthcare and Consumer Group and focuses on investments in consumer products, retail, education and healthcare companies. Mr. Barber joined TA Associates in 2001. In addition to MAV Beauty Brands, he currently serves as a board member of Paula's Choice, Petcurean, PetPeople, and Thermacell. Mr. Barber holds a BA degree, with all University and Departmental Honors, in Political Science from Johns Hopkins University and an MBA degree, with Honors, from the Columbia Business School as a Beta Gamma Sigma Scholar. Mr. Barber also is a Trustee of Johns Hopkins University, Member of the Dean's Advisory Board of the Johns Hopkins University Krieger School of Arts and Sciences, Member of the John Hopkins University Lacrosse Advisory Board, Chairman of the Private Equity Advisory Board for the Columbia University Business School, Trustee of Buckingham Browne & Nichols School, a Board Member of Boston Children's Hospital Trust and a Board Member of the US Lacrosse Foundation.	
Board/Committee Membership⁽¹⁾		Meeting Attendance	
Board CNG Committee (Chair)		17/17 (100%) 6/6 (100%)	
Securities Held (As of May 6, 2021)⁽²⁾			
Voting Shares	Deferred Share Units	Meets Share Ownership Guidelines?	
NIL ⁽³⁾	NIL ⁽⁴⁾	N/A ⁽⁶⁾	

THOMAS ENNIS Age: 54 Arizona, USA Director Since: 2017 Independent.		Mr. Ennis most recently served as the Chief Executive Officer of Amplify Snack Brands from July 2014 to March 2018. Prior to joining Amplify Snack Brands, Mr. Ennis served as the President and Chief Executive Officer of Oberto Brands, a company manufacturing meat snacks, starting in June 2009. Mr. Ennis holds a Bachelor of Arts in History and minor in English from Fordham University and a Master of Business Administration with a concentration in marketing from the University of Texas at Austin.	
Board/Committee Membership⁽¹⁾		Meeting Attendance	
Board Audit Committee CNG Committee		17/17 (100%) 5/5 (100%) 6/6 (100%)	
Securities Held (As of May 6, 2021):			
Voting Shares	Deferred Share Units	Meets Share Ownership Guidelines?	
31,085	31,868	Yes ⁽⁷⁾	

JESSICA GILLIGAN		Ms. Gilligan is a Senior Vice President at TA Associates Management, L.P. Ms. Gilligan joined TA Associates in 2012 and is primarily focused on investments in consumer products, retail and education companies across North America. In addition to MAV Beauty Brands, she currently serves as a board member of Mid America Pet Food (dba Victor), Petcurean, and Thermacell. Prior to joining TA Associates, Ms. Gilligan served as an Analyst in the Investment Banking, Mergers & Acquisitions Group at Sagent Advisors, LLC. She holds a Bachelor of Science in Business Administration, magna cum laude, from Washington University in St. Louis and a Master of Business Administration from Harvard Business School. Ms. Gilligan is also a member of the advisory board of Sunwink.
Age: 33 Massachusetts, USA Director Since: 2017 Non-Independent: Ms. Gilligan is not independent as a result of her relationship with the TA Shareholder.		
Board/Committee Membership⁽¹⁾		Meeting Attendance
Board		17/17 (100%)
Securities Held (As of May 6, 2021)⁽²⁾		
Voting Shares	Deferred Share Units	Meets Share Ownership Guidelines?
NIL ⁽³⁾	NIL ⁽⁴⁾	N/A ⁽⁶⁾

STEPHEN SMITH		Mr. Smith is a Corporate Director and currently serves on the board of directors of Organigram Holdings Inc., as Chair of the Audit Committee and member of the Investment Committee; as well as Freshii Inc., as Chair of the Audit Committee and Lead Director. From 2018 to 2019, Mr. Smith served on the board of directors of Newstrike Brands Ltd., as Chair of the Audit Committee and Lead Director. From 2013 to 2017, Mr. Smith served on the board of directors of CST Brands Inc., as a member of the Audit Committee and a member of the Executive Committee. From 2014 to 2018, Mr. Smith held the position of Executive Vice President, Chief Financial Officer and Advisory Board Director of Jackman Reinvention, Inc., a privately held brand and strategy consulting firm in Toronto. From 2007 until 2013, Mr. Smith served in various leadership roles, including as co-Chief Executive Officer and Chief Financial Officer of Cara Operations Limited (now Recipe Unlimited), Canada's oldest and largest full-service restaurant company. Mr. Smith is a Chartered Professional Accountant (CPA, CA) and holds a Bachelor of Commerce degree from the University of Toronto.
Age: 64 Ontario, Canada Director Since: 2018 Independent.		
Board/Committee Membership⁽¹⁾		Meeting Attendance
Board Audit Committee (Chair)		17/17 (100%) 5/5 (100%)
Securities Held (As of May 6, 2021):		
Voting Shares	Deferred Share Units	Meets Share Ownership Guidelines?
9,000	38,238	In Progress ⁽⁷⁾

Notes:

- (1) The director is currently a member of each Board committee noted.
- (2) See "— Ownership Interest" below.
- (3) Jessica Gilligan and Jeffrey Barber are a senior a vice president managing director and co-head, respectively, of TA Associates Management L.P., each of which disclaims beneficial ownership of the Common Shares and Proportionate Voting Shares held by Bock Capital EU Luxembourg MAC S.A R.L.
- (4) No director nominee of the TA Group Permitted Holders who is a partner, principal, member of, or employee of the TA Group Permitted Holders is entitled to receive any compensation for his or her service as a director of our Board.

- (5) As the former President and Chief Executive Officer of MAV Beauty Brands, Marc Anthony Venere does not currently receive additional compensation for serving as a director on our Board. See the "Director Compensation" section of this Circular.
- (6) Marc Anthony Venere, as the former President and Chief Executive Officer of MAV Beauty Brands, and Jessica Gilligan and Jeffrey Barber, as a senior vice president and managing director and co-head, respectively, of TA Associates Management L.P., are not subject to the Company's share ownership guidelines as they do not receive any compensation for their service as a director.
- (7) Share ownership guidelines for non-executive directors are calculated based on ownership of Common Shares and Deferred Shares Units. Directors have until July 10, 2023 to meet the share ownership guidelines. See "Corporate Governance – Share Ownership by Executives and Non-Executive Directors."

Ownership Interest

Our directors and executive officers, as a group, beneficially own, or control or direct, directly or indirectly an aggregate of approximately 10,485,987 Common Shares, representing approximately 26.3% of our issued and outstanding Shares assuming the conversion of all Proportionate Voting Shares to Common Shares. In addition, two of our directors, Jessica Gilligan and Jeffrey Barber are a senior vice president and managing director and co-head, respectively, of TA Associates Management L.P., each of which disclaims beneficial ownership of the Common Shares and Proportionate Voting Shares held by Bock Capital EU Luxembourg MAC S.A R.L.

Corporate Cease Trade Orders and Bankruptcies

Other than as set out below, none of the directors or executive officers of the Company, and to the best of our knowledge, no shareholder holding a sufficient number of securities to affect materially the control of the Company is, as at the date of this Circular, or has been within the 10 years before the date of this Circular: (a) a director, chief executive officer or chief financial officer of any company that was subject to an order that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; (b) was subject to an order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or (c) a director or executive officer of any 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. For the purposes of this paragraph, "order" means a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case, that was in effect for a period of more than 30 consecutive days.

Mr. Barber is a member of the board of directors of Vatterott Educational Centers, Inc. ("**Vatterott**"), an operator of private, accredited colleges primarily in the Midwestern United States. On June 29, 2017, Vatterott and several of its affiliates filed for receivership in Missouri's 21st Judicial Circuit Court located in St. Louis County, Missouri and Vatterott announced its intention to sell its schools. Vatterott's court proceedings are ongoing as of the date of the Circular.

Penalties or Sanctions

None of the directors or executive officers of the Company, and to the best of its knowledge, no shareholder holding a sufficient number of securities to affect materially the control of the Company, 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 investor making an investment decision.

Individual Bankruptcies

None of the directors or executive officers of the Company, and to the best of its knowledge, no shareholder holding a sufficient number of securities to affect materially the control of the Company, has, within the 10 years prior to 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 that individual.

APPOINTMENT OF INDEPENDENT AUDITORS

The Board recommends that Ernst & Young be reappointed as auditor of the Company to hold office until the next annual general meeting of shareholders or until a successor auditor is appointed and that the Board be authorized to fix the auditor's remuneration.

Information about the fees paid to the auditor of the Company for Fiscal 2020 and to the prior auditor of the Company for Fiscal 2019 may be found in our most recent Annual Information Form under the heading "Audit

Committee — External Auditor Service Fees”, which is available under the Company’s profile on SEDAR at www.sedar.com.

Management recommends voting FOR the resolution to approve the appointment of Ernst & Young as auditor of the Company and the authorisation of the Board to fix the auditor’s remuneration.

If you do not specify how you want your shares voted, the individuals named as proxyholders in the proxy form intend to cast the votes represented by proxy at the Meeting FOR the appointment of Ernst & Young as our auditor until the next annual general meeting of shareholders or until a successor auditor is appointed, and authorization of the Board to fix Ernst & Young’s remuneration.

LONG-TERM INCENTIVE PLAN RENEWAL

In 2018, we established our LTIP pursuant to which a variety of equity-based awards that provide different types of incentives can be granted to certain of our executive officers, employees and consultants (in the case of Options, PSUs and RSUs) and non-employee directors (in the case of DSUs). Options, PSUs, RSUs and DSUs (each as defined herein) are collectively referred to herein as “**Awards**”. The purpose of the LTIP is to provide continual motivation for our officers, employees, consultants and directors to achieve our business and financial objectives, and also align their interests with the long-term interests of our shareholders.

The maximum number of Common Shares reserved for issuance, in the aggregate, under our LTIP and the Option Plan (see “Compensation Discussion and Analysis” – “Long Term Incentive Compensation – “Option Plan”), collectively, is 10% of the aggregate number of Common Shares issued and outstanding from time to time (assuming the conversion of all Proportionate Voting Shares to Common Shares), which represents 3,994,266 Common Shares as of December 31, 2020, excluding grants made as an inducement to the employment to officers of the Company. See Compensation Discussion and Analysis” – “Long Term Incentive Compensation – “Omnibus Long-Term Incentive Plan” for a description of the principal terms of the LTIP.

As at December 31, 2020, a total of 3,241,589 Options and RSUs were issued and outstanding under the LTIP and the Option Plan representing approximately 8.1% of the issued and outstanding Common Shares (assuming conversion of all Proportionate Voting Shares to Common Shares). As at December 31, 2020, 752,677 Common Shares were available for issue upon the exercise or settlement of awards available for grant under the LTIP, which represents approximately 1.9% of the aggregate number of Common Shares issued and outstanding (assuming the conversion of all Proportionate Voting Shares to Common Shares). This does not include the 637,078 awards issued pursuant to the Toronto Stock Exchange employment inducement exemption.

All of the Common Shares covered by exercised, cancelled or terminated Awards will automatically become available Common Shares for the purposes of Awards that may be subsequently granted under the LTIP. As a result, the LTIP is considered an “evergreen” plan, which requires shareholder approval every three years pursuant to the rules of the Toronto Stock Exchange. While the LTIP initially became effective on July 10, 2018, the Board, on May 7, 2021, approved the renewal of the Company’s LTIP and has determined to seek shareholder approval at the Meeting, as set out in the resolution below (the “**LTIP Renewal Resolution**”).

At the Meeting, you will be asked to approve the LTIP Renewal Resolution, as follows:

Whereas:

1. the Board of Directors of the Company adopted an omnibus long-term incentive plan (the “**LTIP**”) on July 10, 2018, which does not have a fixed maximum number of common shares issuable;
2. the shareholders of the Company approved the LTIP in connection with our IPO;
3. the rules of the Toronto Stock Exchange provide that all unallocated options, rights or other entitlements under a compensation arrangement which does not have a fixed number of maximum securities issuable, be approved every three years;

Resolved that:

1. the renewal of the LTIP dated July 10, 2018 set out in Appendix “B” to the Management Information Circular of the Company, is hereby approved;

2. all unallocated options, rights or other entitlements under the LTIP be and are hereby approved;
3. the Company shall have the ability to continue granting options, rights or other entitlements under the LTIP until June 23, 2024, which is the date that is 3 years from the date of the shareholder meeting at which shareholder approval is being sought; and
4. any officer or director of the Company be, and hereby is, authorized and empowered to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such documents, in the name and on behalf of the Company, or otherwise, as such officer and director deems desirable or necessary in order to effectuate fully the purposes of each and all of the foregoing resolutions.

Management recommends voting FOR the LTIP Renewal Resolution.

If you do not specify how you want your shares voted, the individuals named as proxyholders in the proxy form intend to cast the votes represented by proxy at the Meeting FOR the passing of the LTIP Renewal Resolution.

DIRECTOR COMPENSATION

Our directors' compensation program is designed to attract and retain the most qualified individuals to serve on our Board. Our Board, through our CNG Committee, is responsible for reviewing and approving any changes to the directors' compensation arrangements. In consideration for serving on our Board, each director that is not an employee is paid an annual retainer which may, at our Board's discretion, be paid in cash or in some combination of cash and equity (deferred share units ("DSUs")) and is reimbursed for their reasonable out-of-pocket expenses incurred while serving as directors.

The chart below outlines our director compensation program for our non-employee directors:

Type of Fee	Position	Amount
Board Retainer.....	Chair ⁽¹⁾	C\$150,000/year
	Board Member ⁽¹⁾	C\$100,000/year
Additional Committee Retainer.....	Audit Committee Chair	C\$20,000/year
	CNG Chair	C\$10,000/year
	Committee Membership	Nil
Meeting Fees	Board/Committee Meeting	Nil

Note:

(1) Currently, 50% of the retainer is paid in DSUs and the remainder is paid in cash.

In Fiscal 2020 the Board formed a special committee to oversee the Company's strategic review process as previously disclosed by the Company on February 18, 2021. The directors who formed such special committee received additional compensation in the amount of \$35,000, paid in January 2021.

In addition, pursuant to the Investor Rights Agreement, no director nominee of the TA Group Permitted Holders who is a partner, principal, member of, or employee of the TA Group Permitted Holders is entitled to receive any compensation for his or her service as a director of our Board, other than persons who serve as an advisory director or consultant to the TA Group Permitted Holders. As the former President and Chief Executive Officer of MAV Beauty Brands, Marc Anthony Venere does not currently receive additional compensation for serving as a director on our Board. See "Compensation Discussion and Analysis — Summary Compensation Table".

The Board has adopted director share ownership guidelines (the "**Guidelines**") to better align non-executive directors' interests with those of shareholders and drive our long-term performance. The Guidelines require each non-executive director to acquire, within a five-year period, beneficial ownership of a number of Common Shares and/or DSUs, the market value of which is at least three times the annual Board retainer paid to such director. See "Corporate Governance – Share Ownership by Executives and Non-Executive Directors."

Director Compensation Table

The following table sets out information concerning the Fiscal 2020 compensation earned by, paid to, or awarded to each non-employee director:

Name	Fees Earned ⁽¹⁾ (\$)	Share-based awards ⁽¹⁾⁽²⁾ (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total ⁽¹⁾ (\$)
Chris Elshaw	73,905	58,905	—	—	—	—	132,810
Thomas Ennis	49,270	39,270	—	—	—	—	88,540
Stephen Smith	57,124	47,124	—	—	—	—	104,248

Notes:

- (1) Amounts reported have been converted to U.S. dollars using the Bank of Canada daily average rate of exchange on December 31, 2020, being the last trading day of Fiscal 2020 of C\$1.00 = \$0.7854. Includes \$35,000 in special committee fees earned in Fiscal 2020 in connection with the strategic review process and paid in January 2021.
- (2) Currently, 50% of the retainer paid to directors is paid in DSUs and the remainder is paid in cash.

Outstanding Option-Based and Share-Based Awards for Directors

The following table sets out information concerning the option-based and share-based awards outstanding as at December 31, 2020 granted to our non-employee directors:

Name and Principal Position	Option-based Awards				Share-based Awards		
	Number of Common Shares underlying unexercised options ⁽¹⁾	Option exercise price ⁽²⁾ (\$)	Option expiration date	Value of unexercised in-the-money options ⁽²⁾⁽³⁾ (\$)	Number of Shares that have not vested	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed ⁽²⁾⁽⁴⁾⁽⁵⁾ (\$)
Chris Elshaw	270,090	3.71 (C\$4.72)	January 30, 2027	38,183.16	—	—	170,944.75
Thomas Ennis	81,047	3.71 (C\$4.72)	July 26, 2027	11,457.78	—	—	113,972.14
Stephen Smith	—	—	—	—	—	—	136,755.03

Notes:

- (1) The Options (as defined herein) reflected in this column were granted under our Option Plan, and each such option is exercisable for one Common Share. For a description of the terms of the Options granted under our Option Plan, see "Long-Term Incentive Compensation — Option Plan".
- (2) Amounts reported have been converted to U.S. dollars using the Bank of Canada daily average rate of exchange on December 31, 2020, being the last trading day of Fiscal 2020 of C\$1.00 = \$0.7854.
- (3) The value of "in-the-money" options is calculated based on the closing price of C\$4.90 for the Common Shares on the Toronto Stock Exchange on December 31, 2020, being the last trading day of Fiscal 2020, and the applicable option exercise price. This amount may not represent the actual value of the option award upon exercise, as the value of the Common Shares underlying the options may be of greater or lesser value based on the market value of the Common Shares at the time.
- (4) Share-based awards are comprised of DSUs, which are fully vested upon the date of grant and settled when a director ceases to serve on the Board.
- (5) The value of the Common Shares underlying the DSUs is calculated based on the closing price of C\$4.90 for the Common Shares on the Toronto Stock Exchange on December 31, 2020, being the last trading day of Fiscal 2020. This amount may not represent the actual value of the DSU award upon settlement, as the value of the Common Shares underlying these awards may be of greater or lesser value based on the market value of the Common Shares at the time.

Incentive Plan Awards — Value Vested or Earned During the Year for Directors

The following table indicates, for each of our directors entitled to receive any compensation for his or her service as a director of our Board, a summary of the value of the option-based and share-based awards vested in accordance with their terms during Fiscal 2020:

Name and Principal Position	Option-based awards – Value vested during the year ⁽¹⁾⁽²⁾ (\$)	Share-based awards – Value vested during year ⁽²⁾⁽³⁾ (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Chris Elshaw	—	58,905	—
Thomas Ennis	1,527	39,270	—
Stephen Smith	—	47,124	—

Notes:

- (1) The value of the Common Shares underlying the Options is calculated based on the difference between the closing price of the Common Shares on the Toronto Stock Exchange on the vesting date and the exercise price for Options. This amount may not represent the actual value of the Option award upon settlement, as the value of the Common Shares underlying these awards may be of greater or lesser value based on the market value of the Common Shares at the time.
- (2) Amounts reported have been converted to U.S. dollars using the Bank of Canada daily average rate of exchange on December 31, 2020, being the last trading day of Fiscal 2020 of C\$1.00 = \$0.7854.
- (3) Share-based awards are comprised of DSUs, which are fully vested upon the date of grant and settled when a director ceases to serve on the Board. The value of such DSUs is calculated by the market value of the underlying Common Shares on the vesting date. This amount may not represent the actual value of the DSU award upon settlement, as the value of the Common Shares underlying the DSUs be of greater or lesser value based on the market value of the Common Shares at the time.

COMPENSATION DISCUSSION AND ANALYSIS

Introduction

The following discussion describes the significant elements of the compensation in Fiscal 2020 of our Chief Executive Officer, Chief Financial Officer, and the three next most highly paid executive officers of the Company, (collectively, the “**named executive officers**” or “**NEOs**”), namely:

- Marc Anthony Venere, Founder (former Chief Executive Officer);⁽¹⁾
- Tim Bunch, Chief Executive Officer and President;⁽¹⁾
- Judy Adam, Chief Financial Officer;⁽²⁾
- Tom Nestor, Chief Sales Officer;
- Kimberly Konstant, Chief Marketing Officer⁽³⁾; and
- Alex Miller, Vice President, Operations.⁽⁴⁾

Notes:

- (1) Effective February 6, 2020, Marc Anthony Venere transitioned out of the role of Chief Executive Officer and Tim Bunch assumed the role of Chief Executive Officer.
- (2) Effective May 10, 2021, Judy Adam resigned her position as Chief Financial Officer of the Company, and Niv Majar, the then Vice President of Finance, assumed the position of Interim Chief Financial Officer
- (3) During Fiscal 2020, Kimberly Konstant served as Vice President, Marketing, Brand and Innovation. Effective April 16, 2021, Ms. Konstant assumed the role of Chief Marketing Officer.
- (4) Effective May 10, 2021, Alex Miller resigned his position as Vice President, Operations of the Company.

Overview

We operate in a dynamic and rapidly evolving market. To succeed in this environment and to achieve our business and financial objectives, we need to attract, retain and motivate a highly talented team of executive officers. We expect our team to possess and demonstrate strong leadership and management capabilities, as well as foster our culture, which is at the foundation of our success and remains a pivotal part of our everyday operations.

Our executive officer compensation program is designed to achieve the following objectives:

- provide compensation opportunities in order to attract and retain talented, high-performing and experienced executive officers, whose knowledge, skills and performance are critical to our success;
- motivate our executive officers to achieve our business and financial objectives;
- align the interests of our executive officers with those of our shareholders by tying a meaningful portion of compensation directly to the long-term value and growth of our business; and
- provide incentives that encourage appropriate levels of risk-taking by our executive officers and provide a strong pay-for-performance relationship.

We offer our executive officers cash compensation in the form of base salary and an annual bonus, and equity-based or equity-like compensation in the form of options (“**Options**”), restricted share units (“**RSUs**”) and performance share units (“**PSUs**”) under the LTIP .

While we have determined that our current executive officer compensation program is effective at attracting and maintaining executive officer talent, we continue to evaluate our philosophy and compensation program as circumstances require and plan to continue to review compensation on an annual basis. As part of this review process, we are guided by the philosophy and objectives outlined above, as well as other factors which may become relevant, such as the cost to us if we were required to find a replacement for a key employee.

Compensation-Setting Process

Our CNG Committee is responsible for assisting our Board in fulfilling its governance and supervisory responsibilities, and overseeing our human resources, succession planning, and compensation policies, processes and practices. Our CNG Committee also ensures that compensation policies and practices provide an appropriate balance of risk and reward consistent with our risk profile. Our Board has established a written charter for our CNG Committee setting out its responsibilities for administering our compensation programs and reviewing and making recommendations to our Board concerning the level and nature of the compensation payable to our directors and executive officers. Our CNG Committee’s oversight includes setting objectives, evaluating performance, and ensuring that total compensation paid to our NEOs and various other key executive officers and key managers is fair, reasonable and consistent with the objectives of our philosophy and compensation program. See “Corporate Governance — Committees of our Board — Compensation, Nomination and Governance Committee.” For details regarding the relevant education and experience of each member of our CNG Committee, including the direct experience that is relevant to each committee member’s responsibilities in executive compensation, see “Election of Directors — Description of Proposed Director Nominees”.

Our CNG Committee is also responsible for establishing policies and procedures designed to identify and mitigate risks associated with our compensation policies and practices. We mitigate executive compensation risk through such corporate governance oversight and policies, as well as our executive compensation plan design. For example, pursuant to our Insider Trading Policy, directors and executive officers are prohibited from purchasing financial instruments (such as prepaid variable forward contracts, equity swaps or collars) designed to hedge or offset a decrease in the market value of the Company’s shares.

Peer Group

For purposes of review of the competitiveness of our compensation arrangements, our peer group includes: Aritzia Inc., Sleep Country Canada Holdings Inc., Duluth Holdings Inc., Vera Bradley, Inc., Medifact, Inc., Roots Corporation, Jamieson Wellness Inc., Weyco Group, Inc., e.l.f Beauty, Inc., New Look Vision Group Inc., Sequential Brands Group, Inc., Winmark Corporation and Freshii Inc.

Independent Compensation Consultant and Executive Compensation-Related Fees

In Fiscal 2020, the Company engaged Willis Tower Watson Canada Inc. (“**Willis Tower Watson**”), an independent consulting firm, to provide services related to CEO compensation benchmarking and the Guidelines. Due to the unprecedented global impact of COVID-19 on executive pay levels, Willis Tower Watson was not engaged to complete a comprehensive review of our executive officer compensation matters in Fiscal 2020. We initially engaged Willis Tower Watson in 2018.

Willis Tower Watson billed us an aggregate of C\$57,796 in Fiscal 2019, and an aggregate of C\$13,281 in Fiscal 2020 for the foregoing services.

The compensation paid to our NEOs for Fiscal 2020 is summarized below under the heading “— Summary Compensation Table”.

Principal Elements of Compensation

The compensation of our executive officers includes three major elements: (i) base salary; (ii) an annual bonus; and (iii) long-term equity incentives. Perquisites and personal benefits are not a significant element of compensation of our executive officers.

Base Salaries

Base salary is provided as a fixed source of compensation for our executive officers. Adjustments to base salaries is reviewed annually and as warranted throughout the year to reflect promotions or other changes in the scope of breadth of an executive officer’s role or responsibilities, as well as to maintain market competitiveness.

Annual Bonuses

Annual bonuses are designed to motivate our executive officers to meet our business and financial objectives generally and our annual financial performance targets in particular. Our annual bonus plan for Fiscal 2020 is a short-term incentive plan with awards tied to the achievement of certain financial targets, including a revenue target, adjusted EBITDA target, and individual performance targets. The annual bonus payout range is between 0 to 200% of annual base salary. In Fiscal 2019 and Fiscal 2020, no annual bonuses were earned by our NEOs.

Long-Term Incentive Compensation

Long-term incentive compensation awards provide continual motivation for our officers, employees, consultants and directors to achieve our business and financial objectives, and also align their interests with the long-term interests of our shareholders. In Fiscal 2020, our CNG Committee determined to start an annual grant structure for the long-term incentive compensation awards for employees and executive officers. Included in such annual grants are RSUs, equal to 25% of the overall value of such annual grants.

Omnibus Long-Term Incentive Plan

In 2018, we established our LTIP to allow for a variety of equity-based awards that provide different types of incentives to be granted to certain of our executive officers, employees and consultants (in the case of Options, PSUs and RSUs) and non-employee directors (in the case of DSUs). Options, PSUs, RSUs and DSUs are collectively referred to herein as “**Awards**”. Each Award represents the right to receive Common Shares, or in the case of PSUs, RSUs and DSUs, Common Shares or cash, in accordance with the terms of the LTIP. The following discussion is qualified in its entirety by the text of the LTIP.

Under the terms of the LTIP, our Board, or if authorized by our Board, our CNG Committee may grant Awards to eligible participants, as applicable. Participation in the LTIP is voluntary and, if an eligible participant agrees to participate, the grant of Awards will be evidenced by a grant agreement with each such participant. The interest of any participant in any Award is not assignable or transferable, whether voluntary, involuntary, by operation of law or otherwise, other than by will or the laws of descent and distribution.

The LTIP provides that appropriate adjustments, if any, will be made by our Board in connection with a reclassification, reorganization or other change of our Common Shares, share split or consolidation, distribution, merger or amalgamation, in the Common Shares issuable or amounts payable to preclude a dilution or enlargement of the benefits under the LTIP.

The maximum number of Common Shares reserved for issuance, in the aggregate, under our LTIP and the Option Plan, collectively, is 10% of the aggregate number of Common Shares (assuming the conversion of all Proportionate Voting Shares to Common Shares) issued and outstanding from time to time, which represents 3,994,266 Common Shares as at December 31, 2020, excluding grants made as an inducement to the employment to officers of the Company, as described further below. As at December 31, 2020, a total of 3,241,589 Options and RSUs were issued and outstanding under the LTIP and the Option Plan representing approximately 8.1% of the issued and outstanding Common Shares (assuming the conversion of all Proportionate Voting Shares to Common Shares). As at December 31, 2020, 752,677 Common Shares were available for issue upon the exercise or settlement of awards available for grant under the LTIP, which represents approximately 1.9% of the aggregate number of Common Shares issued and outstanding

(assuming the conversion of all Proportionate Voting Shares to Common Shares). For the purposes of calculating the maximum number of Common Shares reserved for issuance under the LTIP and the Option Plan, any issuance from treasury by the Company that is issued in reliance upon an exemption under applicable stock exchange rules applicable to equity based compensation arrangements used as an inducement to person(s) or company(ies) not previously employed by and not previously an insider of the Company shall not be included. All of the Common Shares covered by the exercised, cancelled or terminated Awards will automatically become available Common Shares for the purposes of Awards that may be subsequently granted under the LTIP. As a result, the LTIP is considered an “evergreen” plan.

The maximum number of Common Shares that may be: (i) issued to insiders of the Company within any one-year period; or (ii) issuable to insiders of the Company at any time, in each case, under the LTIP alone, or when combined with all of the Company’s other security-based compensation arrangements, including the Option Plan, cannot exceed 10% of the aggregate number of Common Shares issued and outstanding from time to time (assuming the conversion of all Proportionate Voting Shares to Common Shares). The LTIP does not provide for a maximum number of Common Shares which may be issued to an individual pursuant to the LTIP and any other share compensation arrangement.

In connection with the CNG Committee’s determination to switch to an annual grant bonus structure discussed above, and unless our Board decides otherwise, the participant’s grant agreement will provide that any Options will vest 25% each year for four years, and RSUs will generally cliff vest after three years. Prior to such adoption of the annual grant, participants annual agreement provided that any awards granted would vest over a five-year period as follows: 20% at the first anniversary of the date of such grant and 5% each subsequent quarter for the remaining four years following the first anniversary of the date of such grant.

An option shall be exercisable during a period established by our Board which shall commence on the date of the grant and shall terminate no later than ten years after the date of the granting of the option or such shorter period as the Board may determine. The minimum exercise price of an option will be determined based on the closing price of the Common Shares on the TSX on the last trading day before the date such option is granted. The LTIP provides that the exercise period shall automatically be extended if the date on which it is scheduled to terminate shall fall during a black-out period. In such cases, the extended exercise period shall terminate ten business days after the last day of the black-out period. In order to facilitate the payment of the exercise price of the Options, the LTIP has a cashless exercise feature pursuant to which a participant may elect to undertake either a broker assisted “cashless exercise” or a “net exercise” subject to the procedures set out in the LTIP, including the consent of our Board, where required.

The following table describes the impact of certain events upon the rights of holders of Options under the LTIP, including termination for cause, resignation, retirement, termination other than for cause, and death or long-term disability, subject to the terms of a participant’s employment agreement, grant agreement and the change of control provisions described below:

Event Provisions	Provisions
Termination for cause	Immediate forfeiture of all vested and unvested Options.
Resignation, retirement and termination other than for cause	Forfeiture of all unvested Options and the earlier of the original expiry date and 90 days after resignation to exercise vested Options or such longer period as our Board may determine in its sole discretion.
Death or long-term disability	Forfeiture of all unvested Options and other earlier of the original expiry date and 12 months after date of death or long-term disability to exercise vested Options or such longer period as our Board may determine in its sole discretion.

The terms and conditions of grants of RSUs, PSUs and DSUs, including the quantity, type of award, grant date, vesting conditions, vesting periods, settlement date and other terms and conditions with respect to these Awards, are set out in the participant’s grant agreement. The impact of certain events upon the rights of holders of these types of Awards, including termination for cause, resignation, retirement, termination other than for cause and death or long-term disability, are set out in the participant’s grant agreement. Subject to the Company’s director compensation policy determined by the Board from time to time, each non-employee

director may elect to receive all or a portion of his or her annual retainer fee in the form of a grant of DSUs in each fiscal year.

In connection with a change of control of the Company, our Board will take such steps as are reasonably necessary or desirable to cause the conversion or exchange or replacement of outstanding Awards into, or for, rights or other securities of substantially equivalent (or greater) value in the continuing entity, provided that our Board may accelerate the vesting of Awards if: (i) the required steps to cause the conversion or exchange or replacement of Awards are impossible or impracticable to take or are not being taken by the parties required to take such steps (other than the Company); or (ii) the Company has entered into an agreement which, if completed, would result in a change of control and the counterparty or counterparties to such agreement require that all outstanding Awards be exercised immediately before the effective time of such transaction or terminated on or after the effective time of such transaction. If a participant is terminated without cause during the 12 month period following a change of control, or after the Company has signed a written agreement to effect a change of control but before the change of control is completed, then any unvested Awards (based on the performance achieved up to the termination date in respect of PSUs) will immediately vest and may be exercised within 30 days of such date.

Our Board may, in its sole discretion, suspend or terminate the LTIP at any time, or from time to time, amend, revise or discontinue the terms and conditions of the LTIP or of any securities granted under the LTIP and any grant agreement relating thereto, subject to any required regulatory and TSX approval, provided that such suspension, termination, amendment, or revision will not adversely alter or impair any Award previously granted except as permitted by the terms of the LTIP or as required by applicable laws.

Our Board may amend the LTIP or any securities granted under the LTIP at any time without the consent of a participant provided that such amendment shall: (i) not adversely alter or impair any Award previously granted except as permitted by the terms of the LTIP; (ii) be in compliance with applicable law and subject to any regulatory approvals including, where required, the approval of the TSX; and (iii) be subject to shareholder approval, where required by law, the requirements of the TSX or the LTIP, provided however that shareholder approval shall not be required for the following amendments and our Board may make any changes which may include but are not limited to:

- any amendment to the vesting provisions, if applicable, or assignability provisions of Awards;
- any amendment regarding the effect of termination of a participant's employment or engagement;
- any amendment which accelerates the date on which any Award may be exercised under the LTIP;
- any amendment necessary to comply with applicable law or the requirements of the TSX or any other regulatory body;
- any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of the LTIP, correct or supplement any provision of the LTIP that is inconsistent with any other provision of the LTIP, correct any grammatical or typographical errors or amend the definitions in the LTIP;
- any amendment regarding the administration of the LTIP; and
- any other amendment that does not require the approval of shareholders pursuant to the amendment provisions of the LTIP, provided that the alteration, amendment or variance does not:
 - increase the maximum number of Common Shares issuable under the LTIP, other than an adjustment pursuant to a change in capitalization;
 - reduce the exercise price of Awards;
 - extend the expiration date of an Award benefitting an insider of the Company, except in the case of an extension due to black-out period;
 - remove or exceed the insider participation limits; or
 - amend the amendment provisions of the LTIP.

Option Plan

In 2017, we established our 2017 Stock Option Plan (the “**Option Plan**”), which was further amended and restated as of closing of our IPO, to advance our interests by enhancing our ability to attract and retain able directors, employees, consultants and advisers, to reward such individuals for their contributions and to encourage such individuals to take into account our long-term interests through the granting of Options to acquire Common Shares of the Company. Options issued and outstanding under the Option Plan are exercisable for Common Shares.

No further awards will be granted under the Option Plan.

The Option Plan provides that appropriate adjustments, if any, will be made by our Board in connection with any subdivision, combination or reclassification of our Common Shares, or other change in our share capital, including adjustments to the exercise price and/or the number of Common Shares to which an optionee is entitled upon exercise of Options.

Summary Compensation Table

The following table sets out information concerning the compensation earned by, paid to, or awarded to the NEOs in the year ended December 31, 2018 (“**Fiscal 2018**”), Fiscal 2019, and Fiscal 2020. See also the footnotes to the table.

Name and Principal Position	Year	Salary (\$)	Share-Based Awards (\$)	Option-Based Awards (\$) ⁽⁴⁾	Non-equity Incentive Plan Compensation (\$)		Pension Value ⁽¹⁾ (\$)	All Other Compensation ⁽⁶⁾ (\$)	Total Compensation (\$)
					Annual Incentive Plan ⁽¹⁾	Long-Term Incentive Plans			
Marc Anthony Venere ⁽²⁾ Founder (Former Chief Executive Officer) ⁽³⁾	2020	57,319	—	—	—	—	—	1,090,355 ⁽¹¹⁾	1,147,647
	2019	500,435	—	—	—	—	—	—	500,435
	2018	476,511	—	7,635,154 ⁽⁵⁾	218,068	—	—	—	8,329,733
Tim Bunch ⁽²⁾ , Chief Executive Officer and President ⁽³⁾	2020	351,808	34,452	67,182	—	—	—	112,986	566,428
	2019	300,809	—	93,359	—	—	—	105,470	499,638
	2018	256,550	—	—	109,034	—	—	228,733	594,317
Judy Adam ⁽²⁾⁽⁷⁾ , Chief Financial Officer	2020	232,100	18,964	36,981	—	—	—	9,528	297,572
	2019	165,232	—	96,950	—	—	—	—	262,182
Tom Nestor ⁽²⁾⁽⁸⁾ , Chief Sales Officer	2020	300,000	—	—	—	—	—	355	300,355
	2019	17,308	—	650,296	—	—	—	—	667,604
Kimberly Konstant ⁽²⁾⁽⁹⁾ , Chief Marketing Officer	2020	235,001	—	—	—	—	—	7,300	242,301
	2019	232,308	—	—	—	—	—	7,476	239,784
	2018	164,423	—	74,770	47,813	—	—	5,255	292,261
Alex Miller ⁽²⁾⁽¹⁰⁾ , VP of Operations	2020	69,207	9,229	17,396	—	—	—	1,424	97,256

Notes:

- (1) We do not currently offer a deferred compensation plan or pension plan.
- (2) Amounts reported have been converted to U.S. dollars using the Bank of Canada daily average rate of exchange on the last trading day of such year (December 31), being C\$1.00 = \$0.7854 for Fiscal 2020; C\$1.00 = \$0.7699 for Fiscal 2019 and C\$1.00 = \$0.7330 for Fiscal 2018.
- (3) Effective February 6, 2020, Marc Anthony Venere transitioned out of the role of Chief Executive Officer and Tim Bunch assumed the role of Chief Executive Officer.
- (4) The grant date fair value of Options awarded was calculated using the Black-Scholes model. The Black-Scholes factor has been determined using 5 years expected life, a volatility of 45% and a risk-free rates ranging from 0.38% to 0.60%.
- (5) On July 10, 2018, Mr. Venere received a one-time grant of 1,721,170 Options under the LTIP as reflected in the table above, with an exercise price of C\$14.00. The Options vest over a 5-year period in accordance with the Company's prior vesting schedule described under "— Omnibus Long-Term Incentive Plan".
- (6) None of the NEOs are entitled to perquisites or other personal benefits which, in the aggregate, are worth over \$50,000 or over 10% of their base salary other than Tim Bunch. Tim Bunch's perquisites include housing and travel benefits. Tax equalization payments are also included in Mr. Bunch's "Other Compensation" figure.
- (7) Effective April 5, 2019 Judy Adam assumed the role of Chief Financial Officer, and received a grant of 45,250 Options in connection with her commencement of employment. Effective May 10, 2021, Ms. Adam resigned her position as Chief Financial Officer of the Company, and Niv Majar, the then Vice President of Finance, assumed the position of Interim Chief Financial Officer.
- (8) Effective December 2, 2019, Tom Nestor joined the Company's executive team as Chief Sales Officer, and received a grant of 538,013 Options in connection with his commencement of employment.
- (9) On April 27, 2018, Kimberly Konstant received a grant of 318,832 Options in connection with her commencement of employment, which were consolidated in accordance with the terms of the Option Plan into 67,540 Options upon our IPO. Effective April 16, 2021 Ms. Konstant assumed the role of Chief Marketing Officer.
- (10) Effective August 24, 2020, Alex Miller assumed the role of Vice President, Operations and received a grant of 17,033 Options and 3,418 RSUs in connection with his commencement of employment. Effective May 10, 2021, Mr. Miller resigned his position as Vice President, Operations of the Company.
- (11) All other compensation includes certain benefits paid to Marc Anthony Venere in January 2020, as well as certain severance payments. Consistent with his employment agreement, certain severance payments were made to Marc Anthony Venere in connection with his transition out of the role of Chief Executive Officer. The full severance amount awarded in connection with Marc Anthony Venere's transition out of the role of Chief Executive Officer was \$1,087,386. Of such amount, \$493,919 was paid in Fiscal 2020 and \$593,467 will be paid in 2021 and 2022.

Employment Agreements, Termination and Change of Control Benefits

We have written employment agreements with each of our active NEOs and each executive is entitled to receive compensation established by us, as well as other benefits in accordance with plans available to the most senior employees.

On January 21, 2017, we entered into an employment agreement with Tim Bunch setting forth the terms and conditions of his employment, which commenced on January 23, 2017. The employment agreement provides for his base salary and annual bonus and includes, among other things, certain restrictive covenants for a period of 12 months following termination, as well as eligibility for our benefit plans. In the case of termination of employment for other than cause, Mr. Bunch will be entitled to continued base salary for 12 months following the date of termination, pro-rated portion of his bonus which will be deferred until the completion of the year to which it relates (and subject to achievement of both corporate and personal objectives) and participation in the health benefit plans for 12 months to the extent authorized by and consistent with Consolidated Omnibus Budget Reconciliation Act in the U.S.

On February 22, 2019, we entered into an employment agreement with Judy Adam, setting forth the terms and conditions of her employment, which commenced on April 4, 2019. The employment agreement provides for her base salary and annual bonus and includes, among other things, certain restrictive covenants for a period of 6 months following termination, as well as eligibility for our benefit plans. In the case of termination of employment for other than cause, Ms. Adam will be entitled to continued base salary for 12 months following the date of termination, pro-rated portion of her bonus and payable at such time bonuses are paid to other executives of the Company, and participation in the benefit plans until the end of the severance period or as required by applicable employment standards legislation. Effective May 10, 2021, Judy Adam resigned her position as Chief Financial Officer of the Company. In connection with her resignation, we entered into a resignation agreement with Judy Adam, effective as of March 12, 2021, setting forth certain terms and conditions of her resignation, including with respect to her transition compensation and the treatment of her outstanding awards under the LTIP.

On November 11, 2019, we entered into an employment agreement with Tom Nestor setting forth the terms and conditions of his employment, which commenced on December 2, 2019. The employment agreement provides for his base salary and annual bonus and includes, among other things, certain restrictive covenants for a period of 12 months following termination, as well as eligibility for our benefit plans. In the case of termination of employment other than for cause, Mr. Nestor will be entitled to continued base salary for 12 months following the date of termination and participation in the health benefit plans for 12 months following the date of termination to the extent authorized by and consistent with Consolidated Omnibus Budget Reconciliation Act in the U.S.

On April 4, 2018, we entered into an employment agreement with Kimberly Konstant setting forth the terms and conditions of her employment, which commenced on April 1, 2018. The employment agreement provides for her base salary and annual bonus and includes, among other things, certain restrictive covenants for a period of six months following termination, as well as eligibility for our benefit plans. In the case of termination of employment other than for cause, Ms. Konstant will be entitled to continued base salary for 6 months following the date of termination and participation in the health benefit plans for 6 months to the extent authorized by and consistent with Consolidated Omnibus Budget Reconciliation Act in the U.S. In connection with her promotion to Chief Marketing Officer, effective April 16, 2021, certain terms in Ms. Konstant's employment agreement were amended.

On August 7, 2020, we entered into an employment agreement with Alex Miller setting forth the terms and conditions of his employment, which commenced on August 24, 2020. The employment agreement provides for his base salary and annual bonus and includes, among other things, certain restrictive covenants for a period of six months following termination, as well as eligibility for our benefit plans. In the case of termination of employment other than for cause, Mr. Miller will be entitled to a payment or notice (or a combination thereof) representing the equivalent of 9 months of base salary, plus 1 additional month's salary for each completed year of service following his start date up to a maximum period of 12 months, and participation in the benefit plans until the end of the severance period or as required by applicable employment standards legislation. Effective May 10, 2021, Mr. Miller resigned his position as Vice President, Operations of the Company.

The table below shows the incremental payments that would be made to our NEOs as at December 31, 2020 upon the occurrence of certain events. See “— Principal Elements of Compensation — Long-Term Incentive Compensation”.

Name and Principal Position	Event	Severance ⁽¹⁾ (\$)	Options (\$)	Other Payments (\$)	Total (\$)
Tim Bunch, ⁽²⁾ <i>Chief Executive Officer and President</i>	Termination other than for cause	400,000	—	—	400,000
Judy Adam, ⁽²⁾⁽³⁾ <i>Chief Financial Officer</i>	Termination other than for cause	235,620	—	—	235,620
Tom Nestor, <i>Chief Sales Officer</i>	Termination other than for cause	300,000	—	—	300,000
Kimberly Konstant, <i>Chief Marketing Officer</i>	Termination other than for cause	112,500	—	—	112,500
Alex Miller ⁽⁴⁾ , <i>VP of Operations</i>	Termination other than for cause	161,989	—	—	161,989

Notes:

- (1) Severance payments are calculated based on the base salary we pay to our executive officers.
- (2) Amounts reported have been converted to U.S. dollars using the Bank of Canada daily average rate of exchange on December 31, 2020, being the last trading day of Fiscal 2020 of C\$1.00 = \$0.7854.
- (3) Effective May 10, 2021, Judy Adam resigned her position as Chief Financial Officer of the Company and Alex Miller resigned his position as Vice President, Operations of the Company.

Outstanding Option-Based Awards and Share-Based Awards

The following table sets out information concerning the option-based and share-based awards outstanding as at December 31, 2020 granted to our NEOs:

Name and Principal Position	Option-based Awards				Share-based Awards		
	Number of Common Shares underlying unexercised options ⁽¹⁾	Option exercise price ⁽²⁾ (\$)	Option expiration date	Value of unexercised in-the-money options ⁽²⁾⁽³⁾ (\$)	Number of shares that have not vested	Market or payout value of share-based awards that have not vested ⁽⁶⁾ (\$)	Market or payout value of vested share-based awards not paid out or distributed ⁽⁶⁾ (\$)
Marc Anthony Venere, Founder (Former Chief Executive Officer) ⁽⁴⁾	1,721,170	11.00 (C\$14.00)	July 10, 2028	—	—	—	—
Tim Bunch, Chief Executive Officer and President ⁽⁴⁾	135,045	3.35 (C\$4.27)	January 18, 2027	19,092	22,154	85,259	—
	135,045	7.41 (C\$9.44)	January 18, 2027	—			
	135,045	10.90 (C\$14.16)	January 18, 2027	—			
	43,574	5.54 (C\$7.05)	May 15, 2029	—			
	120,843	1.57 (C\$2.00)	March 31, 2030	275,239			
Judy Adam, Chief Financial Officer ⁽⁵⁾	45,250	5.54 (C\$7.05)	May 15, 2029	—	12,195	46,932	—
	66,519	1.57 (C\$2.00)	March 31, 2030	151,508			
Tom Nestor, Chief Sales Officer	538,013	3.05 (C\$3.88)	December 2, 2029	431,007	—	—	—
Kimberly Konstant, Chief Marketing Officer	33,770	6.11 (C\$7.79)	April 27, 2028	—	—	—	—
	16,885	12.24 (C\$15.58)	April 27, 2028	—	—	—	—
	16,885	18.35 (C\$23.37)	April 27, 2028	—	—	—	—
Alex Miller ⁽⁵⁾ , VP of Operations	17,033	2.71 (C\$3.45)	August 24, 2030	19,938	3,418	13,154	—

Notes:

- The Options reflected in this column were granted under our Option Plan or pursuant to the LTIP, and each option is exercisable for one Common Share. For a description of the terms of the Options granted under our Option Plan, see “— Principal Elements of Compensation — Long-Term Incentive Compensation — Option Plan” and for a description of the terms of the Options granted under our LTIP, see “— Principal Elements of Compensation — Long-Term Incentive Compensation — Omnibus Long-Term Incentive Plan.”
- Amounts reported have been converted to U.S. dollars using the Bank of Canada daily average rate of exchange on December 31, 2020, being the last trading day of Fiscal 2020 of C\$1.00 = \$0.7854.
- Based on the difference between the closing price of C\$4.90 for the Common Shares on the Toronto Stock Exchange on December 31, 2020, being the last trading day of Fiscal 2020 and the exercise price. This amount may not represent the actual value of the Option award upon settlement, as the value of the Common Shares underlying these awards may be of greater or lesser value based on the market value of the Common Shares at the time.
- Effective February 6, 2020, Marc Anthony Venere transitioned out of the role of Chief Executive Officer and Tim Bunch assumed the role of Chief Executive Officer.
- Effective May 10, 2021, Judy Adam resigned her position as Chief Financial Officer of the Company and Alex Miller resigned his position as Vice President, Operations of the Company.
- Based on the closing price of C\$4.90 for the Common Shares on the Toronto Stock Exchange on December 31, 2020, being the last trading day of Fiscal 2020. This amount may not represent the actual value of the RSU award upon settlement, as the value of the Common Shares underlying these awards may be of greater or lesser value based on the market value of the Common Shares at the time.

As a result of the long-term vesting schedule (3, 4 or 5 years, depending on the type of award and grant date – see “Long Term Incentive Compensation — Long-Term Incentive Plan” for additional details) an aggregate of 823,182 Options have vested, out of the 1,188,534 Options outstanding under the Option Plan; and an aggregate of 923,790 Options have vested, out of the 2,641,807 Options outstanding under the LTIP (including inducement Options), as at December 31, 2020. Our Board believes these equity awards continue to provide meaningful incentive and retention value to such named executive officers.

Incentive Plan Awards — Value Vested or Earned During the Year

The following table indicates, for each of our Fiscal 2020 NEOs, a summary of the value of the option-based and share-based awards vested in accordance with their terms during Fiscal 2020:

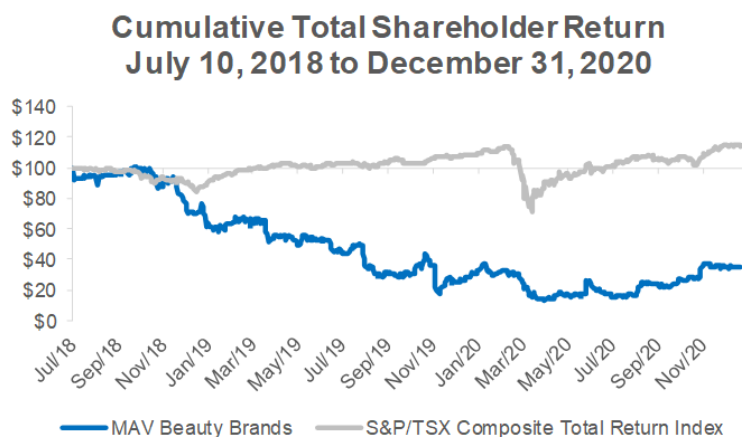
Name and Principal Position	Option-Based Awards — Value Vested During the Year ⁽¹⁾⁽²⁾ (\$)	Share-Based Awards — Value Vested During the Year (\$)	Non-Equity Incentive Plan Compensation — Value Earned During the Year (\$)
Marc Anthony Venere, Founder (Former Chief Executive Officer) ⁽³⁾	—	—	—
Tim Bunch, ⁽²⁾ Chief Executive Officer and President ⁽³⁾	2,333	—	—
Judy Adam, ⁽²⁾⁽⁴⁾ Chief Financial Officer	—	—	—
Tom Nestor, Chief Sales Officer	93,808	—	—
Kimberly Konstant, Chief Marketing Officer	—	—	—
Alex Miller ⁽⁴⁾ VP of Operations	—	—	—

Notes:

- (1) The value of the Common Shares underlying the Options is calculated based on the difference between the closing price of the Common Shares on the Toronto Stock Exchange on the applicable vesting date and the exercise price for Options. This amount may not represent the actual value of the Option award upon settlement, as the value of the Common Shares underlying these awards may be of greater or lesser value based on the market value of the Common Shares at the time.
- (2) Amounts reported have been converted to U.S. dollars using the Bank of Canada daily average rate of exchange on December 31, 2020, being the last trading day of Fiscal 2020 of C\$1.00 = \$0.7854.
- (3) Effective February 6, 2020, Marc Anthony Venere transitioned out of the role of Chief Executive Officer and Tim Bunch assumed the role of Chief Executive Officer.
- (4) Effective May 10, 2021, Judy Adam resigned her position as Chief Financial Officer of the Company and Alex Miller resigned his position as Vice President, Operations of the Company.

PERFORMANCE GRAPH

The following graph compares the Company’s cumulative total shareholder return to the S&P/TSX Composite Total Return Index, assuming reinvestment of any dividends and considering a \$100 investment on July 10, 2018, being the date of the Company’s IPO.



The S&P/TSX Composite Total Return Index tracks the share prices of the largest companies on the TSX measured by market capitalization. Stocks included in this index cover all sectors of the economy and are not significantly weighted in the retail or any other comparable industry, and are therefore not directly comparable to the Company. During the period covered by the performance graph, the cumulative shareholder return on an investment in the Common Shares was below that of an investment on the S&P/TSX Total Return Index. During Fiscal 2020 and Fiscal 2019 no annual cash bonuses were paid to our NEOs, as the Company did not achieve internal growth expectations.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table shows information, as at December 31, 2020, on compensation plans under which shares are authorized for issuance. Only Common Shares are issuable under our existing equity compensation plans. For a description of our equity-based incentive compensation plans, see “Compensation Discussion and Analysis — Principal Elements of Compensation”.

Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (\$) (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by shareholders			
<ul style="list-style-type: none"> • LTIP <ul style="list-style-type: none"> Options 2,008,147 RSUs 44,908 • Option Plan 1,188,534 			752,677 ⁽¹⁾
		12.40	
		-	
		8.37	NIL
Equity compensation plans not approved by shareholders			
<ul style="list-style-type: none"> • TSX Inducement Exemption⁽²⁾ <ul style="list-style-type: none"> Options 633,660 RSUs 3,418 			N/A
		4.60	
		-	
Total	3,878,667	9.74	752,677

Note:

- (1) This represents approximately 1.9% of the Company's issued and outstanding Common Shares (assuming conversion of all Proportionate Voting Shares to Common Shares), as at December 31, 2020, which does not include the 637,078 awards issued pursuant to the Toronto Stock Exchange employment inducement exemption.
- (2) These awards were issued pursuant to the Toronto Stock Exchange employment inducement exemption.

The following table provides the number of Options granted in Fiscal 2018, Fiscal 2019 and Fiscal 2020 (burn rate) under the Option Plan and LTIP expressed as a percentage of the weighted average number of outstanding shares for the applicable fiscal year.

Fiscal Year	Number of Stock Options Granted	Weighted Average Number of Shares	Stock Options Burn Rate ⁽¹⁾
2020	260,436	36,764,669	0.71%
2019	626,839	37,146,433	1.69%
2018	2,287,291	24,421,661	9.37%

Note:

- (1) The burn rate is calculated by dividing the number of Options granted during the fiscal year by the weighted average number of Shares outstanding for the fiscal year.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors, executive officers, employees, former directors, former executive officers or former employees of the Company, and none of their associates, is or has within 30 days before the date of this Circular or at any time since the beginning of the most recently completed financial year been indebted to the Company or another entity whose indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar agreement or understanding provided by the Company, except for routine indebtedness.

CORPORATE GOVERNANCE

General

The Board believes that sound corporate governance practices are essential to the proper management and operation of our business. This includes compliance with applicable regulatory requirements and best practices that go beyond the requirements mandated by regulation.

We recognize that good corporate governance plays an important role in our overall success and in enhancing shareholder value and, accordingly, we have adopted certain corporate governance policies and practices.

Disclosure of our governance practices as required under National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) is set out below and describes our approach to corporate governance.

To comply with these various standards and achieve best practices, we have adopted comprehensive corporate governance policies and procedures. Our key policies and documents include the following:

- Mandate of the Board of Directors
- Majority Voting Policy
- Charters of the Board Committees, including the Audit Committee and the CNG Committee
- Code of Ethics
- Whistleblower Policy
- Insider Trading Policy
- Disclosure Policy
- Governance Guidelines
- Share Ownership Guidelines

Composition of our Board and Board Committees

Under our Articles, our Board is to consist of a minimum of three and a maximum of 15 directors as determined from time to time by the directors. Our Board consists of six directors: Marc Anthony Venere, Chris Elshaw (Chair), Jeffrey Barber, Thomas Ennis, Jessica Gilligan and Stephen Smith. Under the BCBCA, a director may be removed with or without cause by a resolution passed by an ordinary majority of the votes cast by shareholders present online or by proxy at a meeting and who are entitled to vote. The directors will be elected by shareholders at each annual general meeting of shareholders, and all directors will hold office for a term expiring at the close of the next annual general meeting or until their respective successors are elected or appointed. Our Articles provide that, between annual general meetings of shareholders, the directors may appoint one or more additional directors, but the number of additional directors may not at any time exceed one-third of the number of current directors who were elected or appointed other than as additional directors.

Certain aspects of the composition and functioning of our Board are governed by the terms of the Investor Rights Agreement. See also “Election of Directors — Investor Rights Agreement”.

Director Independence

Under NI 58-101, a director is considered to be independent if he or she is independent within the meaning of National Instrument 52-110 — Audit Committees (“**NI 52-110**”). Pursuant to NI 52-110, an independent director is a director who is free from any direct or indirect relationship which could, in the view of our Board, be reasonably expected to interfere with a director’s independent judgment. Based on information provided by each director concerning his or her background, employment and affiliations, our Board has determined that

three directors on our Board, Marc Anthony Venere, Jeffrey Barber and Jessica Gilligan, are not considered independent as a result of their respective relationships with us or the TA Shareholder, as applicable. One of the members of our Board is also a member of a board of directors of two public companies. Certain members of our Board are also members of the board of directors of certain private companies. Our Board has not adopted a director interlock policy, but is keeping informed of other public directorships held by its members.

Meetings of Independent Directors and Conflicts of Interest

Our Board believes that given its size and structure, it is able to facilitate independent judgment in carrying out its responsibilities. To enhance such independent judgment, the independent members of our Board may meet in the absence of senior executive officers or any non-independent directors. Our Chair is responsible for ensuring that the directors who are independent of management have opportunities to meet without management present, as required.

A director who has a material interest in a matter before our Board or any committee on which he or she serves is required to disclose such interest as soon as the director becomes aware of it. In situations where a director has a material interest in a matter to be considered by our Board or any committee on which he or she serves, such director may be required to absent himself or herself from the meeting while discussions and voting with respect to the matter are taking place. Directors are also required to comply with the relevant provisions of the BCBCA regarding conflicts of interest.

Director Term Limits and Other Mechanisms of Board Renewal

Our Board has not adopted director term limits or other automatic mechanisms of board renewal. Rather than adopting formal term limits, mandatory age-related retirement policies and other mechanisms of board renewal, the CNG Committee seeks to maintain the composition of our Board in a way that provides, in the judgement of our Board, the best mix of skills and experience to provide for our overall stewardship. Our CNG Committee also conducts a process for the assessment of our Board, each committee and each director regarding his, her or its effectiveness and performance, and reports evaluation results to our Board. See also “—Committees of our Board — Compensation, Nomination and Governance Committee — Board and Senior Executive Diversity”.

Mandate of our Board of Directors

Our Board is responsible for supervising the management of the business and affairs of the Company, including providing guidance and strategic oversight to management. Our Board has adopted a formal mandate in the form set forth in Appendix “A”, which describes the duties and responsibilities of the Board in the following areas:

- reviewing and approving management’s strategic and business plans;
- overseeing management’s implementation of appropriate systems to effectively monitor, manage and mitigate the impact of such risks;
- appointing our Chief Executive Officer, approving the corporate goals and objectives that our Chief Executive Officer is responsible for meeting and reviewing the performance of our Chief Executive Officer against such corporate goals and objectives;
- taking steps to satisfy itself as to the integrity of our Chief Executive Officer and other senior executive officers and that our Chief Executive Officer and other senior executive officers create a culture of integrity throughout the Company;
- approving the compensation of the senior executives of the Company upon the recommendation of the Compensation and Nominating Committee;
- reviewing and monitoring the adequacy and effectiveness of the Company’s system of internal control over financial reporting and the integrity of the Company’s external financial reporting processes;
- approving corporate disclosure and applicable regulatory filings; and
- adopting procedures designed to permit the Board to receive feedback from shareholders on material issues.

Position Descriptions

Our Board has adopted a written position description for the Chair. Please see “— Meetings of Independent Directors and Conflicts of Interest”. The written position description sets out the Chair’s key responsibilities, including, among others, duties relating to:

- providing overall leadership and enhancing the effectiveness and performance of the Board;
- fostering ethical and responsible decision making by the Board; and
- other duties relating to setting Board meeting agendas, chairing Board and shareholder meetings, director development and communicating with shareholders and regulators.

Our Board has adopted a written position description for each of our committee chairs which sets out each of the committee chair’s key responsibilities, including, among others, duties relating to setting committee meeting agendas, chairing committee meetings and working with the respective committee and management to ensure, to the greatest extent possible, the effective functioning of the committee.

Our Board has adopted a written position description for our Chief Executive Officer which sets out the key responsibilities of our Chief Executive Officer, including, among other duties in relation to providing overall leadership, ensuring the development of a strategic plan and recommending such plan to our Board for consideration, ensuring the development of an annual corporate plan and budget that supports the strategic plan and recommending such plan to our Board for consideration, and supervising day-to-day management and communicating with shareholders and regulators.

Orientation and Continuing Education

We have implemented an orientation program for new directors under which a new director meets with the Chair and executive officers. New directors are provided with comprehensive orientation and education as to the nature and operation of the Company and our business, the role of our Board and its committees, and the contribution that an individual director is expected to make. Our CNG Committee is responsible for overseeing director continuing education designed to maintain or enhance the skills and abilities of the directors and to ensure that their knowledge and understanding of our business remains current. The chair of each committee is responsible for coordinating orientation and continuing director development programs relating to the committee’s mandate as needed.

Code of Ethics

We have adopted a written code of ethics (the “**Code of Ethics**”) that applies to all of our officers, directors, employees, contractors and agents acting on behalf of the Company. The objective of the Code of Ethics is to provide guidelines for maintaining our and our subsidiaries’ integrity, trust and respect. The Code of Ethics addresses compliance with laws, rules and regulations, conflicts of interest, confidentiality, commitment, preferential treatment, financial information, internal controls and disclosure, protection and proper use of our assets, communications, fair dealing, fair competition, due diligence, illegal payments, equal employment opportunities and harassment, privacy, use of Company computers and the Internet, political and charitable activities and reporting any violations of law, regulation or the Code of Ethics. Our Board has ultimate responsibility for monitoring compliance with the Code of Ethics and it monitors compliance through our CNG Committee. The Code of Ethics is filed with the Canadian securities regulatory authorities on SEDAR at www.sedar.com and is available on our website at <https://investors.mavbeautybrands.com>.

Committees of our Board

Our Board has established two committees: the Audit Committee and the CNG Committee.

Audit Committee

Detailed information about our Audit Committee, including the mandate of the Audit Committee and a copy of its charter, can be found in our Annual Information Form for the year ended December 31, 2020 on www.sedar.com under the heading “Directors and Officers — Audit Committee”.

Compensation, Nomination and Governance Committee

Our CNG Committee consists of three directors, two of whom are independent directors, and is charged with reviewing, overseeing and evaluating our compensation, corporate governance and nominating policies. Our CNG Committee is comprised of Jeffrey Barber, Chris Elshaw and Thomas Ennis. Mr. Barber chairs the CNG Committee in accordance with the Investor Rights Agreement. No member of our CNG Committee will be one of our officers, and as such, our Board believes that our CNG Committee will be able to conduct its activities in an objective manner.

For additional details regarding the relevant education and experience of each member of our CNG Committee, including the direct experience that is relevant to each committee member's responsibilities in executive compensation, see also "Election of Directors — Description of Proposed Director Nominees".

Our Board has adopted a written charter setting forth the purpose, composition, authority and responsibility of our CNG Committee. Our CNG Committee's purpose is to assist our Board in:

- the appointment, performance, evaluation and compensation of our senior executives;
- the recruitment, development and retention of our senior executives;
- maintaining talent management and succession planning systems and processes relating to our executive officers;
- developing compensation structure for our senior executives including salaries, annual and long-term incentive plans including plans involving share issuances and other share-based awards;
- establishing policies and procedures designed to identify and mitigate risks associated with our compensation policies and practices;
- assessing the compensation of our directors;
- developing benefit retirement and savings plans;
- developing our corporate governance guidelines and principles and providing us with governance leadership;
- identifying individuals qualified to be nominated as members of our Board;
- monitoring compliance with the Code of Ethics; and
- reviewing the structure, composition and mandate of our Board committees.

Our CNG Committee is responsible for establishing and implementing procedures to evaluate the performance and effectiveness of our Board, committees of our Board and the contributions of individual Board members. Our CNG Committee also takes reasonable steps to evaluate and assess, on an annual basis, directors' performance and effectiveness of our Board, committees of our Board, individual Board members, our Chair and committee chairs. The assessment addresses, among other things, individual director independence, individual director and overall Board skills, and individual director financial literacy. Our Board receives and considers the recommendations from our CNG Committee regarding the results of the evaluation of the performance and effectiveness of our Board, committees of our Board, individual Board members, our Chair and committee chairs. Our CNG Committee is also responsible for orientation and continuing education programs for our directors. See also "— Orientation and Continuing Education". Further particulars of the process by which compensation for our executive officers is determined is provided under "Compensation Discussion and Analysis".

Board and Senior Executive Diversity

We recognize the importance and benefit of having a Board and senior management comprised of highly talented and experienced individuals having regard to the need to foster and promote diversity among board members and senior management with respect to attributes such as gender, ethnicity and other factors.

In support of this goal, when identifying candidates to nominate for election to the Board or appoint as senior management, our CNG Committee:

- considers individuals who are highly qualified, based on their talents, experience, functional expertise and personal skills, character and qualities having regard to our current and future plans and objectives, as well as anticipated regulatory and market developments;
- considers criteria that promotes diversity, including with regard to gender, ethnicity, and other dimensions;
- considers the level of representation of women on our Board and in senior management positions, along with other markers of diversity, when making recommendations for nominees to our Board or for appointment as senior management and in general with regard to succession planning for our Board and senior management; and
- as required, engages qualified independent external advisors to assist our Board in conducting its search for candidates that meet the Board’s criteria regarding skills, experience and diversity.

We have adopted a formal policy for the representation and nomination of women on our Board and our senior management consistent with our commitment to diversity described above. We have not adopted formal targets regarding the number of women on our Board or in executive officer positions because our CNG Committee generally identifies, evaluates and recommends candidates that, as a whole, consist of individuals with various and relevant career experience, industry knowledge and experience, and financial and other specialized experience, while taking diversity, including gender diversity, into account.

There is one woman on our Board, representing approximately 17% of the directors. For Fiscal 2020, two of our NEOs are women, representing 33% of the NEOs in this Circular. Finally, 82% of the senior management team is composed of women.

Share Ownership by Executives and Non-Executive Directors

On November 10, 2020, upon the recommendation of the Compensation and Nominating Committee, the Board adopted Guidelines applicable to the Company’s executives and non-executive directors to better align executives and non-executive directors’ interests with those of shareholders and drive our long-term performance.

The table below sets out the Guidelines for each of the CEO, executives and vice presidents designated by the Board, and non-executive directors, (collectively, the “**Participants**”) expressed as a multiple of their current annual base salary or annual Board retainer, as applicable:

Position	Minimum Ownership Guidelines	Share Ownership Includes⁽¹⁾
Chief Executive Officer	3x	Common Shares, RSUs, Options and PSUs
Executives and VPs designated by the Board	1x	Common Shares, RSUs, Options and PSUs
Non-executive Directors	3x	Common Shares and DSUs

Note:

(1)The calculation of Options is based on the “in-the-money” value of vested options.

Each of the Participants are expected to acquire and maintain ownership of a number of Common Shares, RSUs, Options, DSUs and PSUs, as applicable, with a fair market value of at least 3x or 1x such Participant’s annual base salary or Board retainer, as applicable.

It is anticipated that Participants should be able to achieve the Guidelines within 5 years of the effective date of the Guidelines (such effective date being the Company’s initial public offering on July 10, 2018 with respect to the non-executive director Guideline, and January 1, 2021 with respect to the executives guidelines). Newly appointed Participants have 5 years from the time they are elected, appointed or promoted to a new executive level, as applicable, to meet the Guidelines.

Jessica Gilligan and Jeffrey Barber are a senior vice president and managing director and co-head, respectively, of TA Associates Management L.P. and as director nominees of the TA Group Permitted Holders are not entitled to receive any compensation for her or his service as a director of our Board. As the former

President and Chief Executive Officer of MAV Beauty Brands, Marc Anthony Venere does not currently receive additional compensation for serving as a director on our Board. Accordingly, Messrs. Venere and Barber and Ms. Gilligan are exempt from the Guidelines.

OTHER IMPORTANT INFORMATION

Voting Securities

Our authorized share capital consists of an unlimited number of Common Shares and Proportionate Voting Shares and an unlimited number of preferred shares, issuable in series. Holders of Common Shares are entitled to one vote per Common Share and holders of Proportionate Voting Shares are entitled to 1,000 votes per Proportionate Voting Share on all matters upon which holders of Common Shares and Proportionate Voting Shares are entitled to vote. See also “— Certain Amendments” below.

As at the date of this Circular, there are 36,764,669 Common Shares issued and outstanding, 3,178 Proportionate Voting Shares issued and outstanding, and no preferred shares issued and outstanding.

This summary is qualified by reference to, and is subject to, the detailed provisions of our Articles (“**Articles**”).

Certain Amendments

Variation of Rights

The rights, privileges, conditions and restrictions attaching to any Shares may be modified if the amendment is authorized by not less than 66²/₃% of the total number of votes cast at a meeting of holders of Shares duly held for that purpose. However, if the holders of Proportionate Voting Shares, as a class, or the holders of Common Shares, as a class, are to be affected in a manner materially different from such other class of Shares, the amendment must, in addition, be authorized by not less than 66²/₃% of the total number of votes cast at a meeting of the holders of the class of shares which is affected differently.

Subdivision or Consolidation

No subdivision or consolidation of the Common Shares or the Proportionate Voting Shares may be carried out unless, at the same time, the Common Shares or the Proportionate Voting Shares, as the case may be, are subdivided or consolidated in the same manner and on the same basis, so as to preserve the relative rights of the holders of each class of Shares.

Sale of All or Substantially All of the Assets

Pursuant to the Articles, the Company may not sell, lease or otherwise dispose of all or substantially all of its undertaking, other than in the ordinary course of business, unless authorized by not less than 66²/₃% of the total number of votes cast at a meeting of the holders of Shares, voting as a single class.

Take-Over Bid Protection

In addition to the conversion rights described above, if an offer (the “**Offer**”) is being made for Proportionate Voting Shares where:

- a) by reason of applicable securities legislation or stock exchange requirements, the offer must be made to all holders of the class of Proportionate Voting Shares; and
- b) no equivalent offer is made for the Common Shares,

the holders of Common Shares have the right, at their option, to convert their Common Shares into Proportionate Voting Shares for the purpose of allowing the holders of Common Shares to tender to that offer.

In the event that holders of Common Shares are entitled to convert their Common Shares into Proportionate Voting Shares in connection with an Offer pursuant to (b) above, holders of an aggregate of Common Shares of less than 1,000 (an “**Odd Lot**”) will be entitled to convert all but not less than all of such Odd Lot of Common Shares into a fraction of one Proportionate Voting Share, at a conversion ratio equivalent to 1,000 to one, provided that such conversion into a fractional Proportionate Voting Share will be solely for the purpose of tendering the fractional Proportionate Voting Share to the offer in question and that any fraction of a Proportionate Voting Share that is tendered to the Offer but that is not, for any reason, taken up and paid for by the offeror will automatically be reconverted into the Common Shares that existed prior to such conversion.

Preferred Shares

Except as provided in any special rights or restrictions attaching to any series of preferred shares issued from time to time, the holders of preferred shares will not be entitled to receive notice of, attend or vote at any meeting of shareholders.

Principal Holders of Voting Securities

The following table sets out the persons who had, to the knowledge of the Company's directors or executive officers, as at the date of this Circular, directly or indirectly, beneficial ownership or control or direction over voting securities carrying 10% or more of the voting rights attached to any class of our voting securities:

Name	Type of Ownership	Number of Common Shares Owned	% of Class	Number of Proportionate Voting Shares Owned	% of Class	% of Total Voting Rights ⁽⁴⁾
TA Shareholder	Beneficial	9,535,665 ⁽¹⁾	25.9	3,178 ⁽²⁾	100	31.8
Anthony Shareholder	Beneficial	10,385,202 ⁽³⁾	28.2	—	—	26.0
Burgundy Asset Management Ltd. ⁽⁵⁾	Beneficial	6,315,001	17.2	—	—	15.8
PenderFund Capital Management Ltd. ⁽⁵⁾	Beneficial	4,054,066	11.0	—	—	10.1

Notes:

- (1) Represents 9,535,665 Common Shares owned by Bock Capital EU Luxembourg MAC S.À R.L, an entity managed by TA Associates Management L.P.
- (2) Represents 3,178 Proportionate Voting Shares owned by Bock Capital EU Luxembourg MAC S.À R.L, an entity managed by TA Associates Management L.P.
- (3) Represents 7,401,817 Common Shares owned by MAE (2021) Inc., and 2,983,385 Common Shares owned by Wynstar Enterprise Inc., both entities controlled by Marc Anthony Venere.
- (4) Excluding non-voting Exchangeable Units in MAV Midco Holdings LLC that are convertible into 2,463,963 Common Shares held by TMC Newco, LLC, a company owned and controlled by Courtney Adeleye.
- (5) Figures based solely on publicly available information.

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

To the knowledge of the directors and executive officers of MAV Beauty Brands, no director or executive officer of the Company, any proposed nominee for election as director of the Company, or any associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as described elsewhere in this Circular and in our most recent Annual Information Form under the heading "Interest of Management and Others in Material Transactions", no informed person of the Company, proposed director, or any associate or affiliate of any informed person or proposed director has any material interest, direct or indirect, in any transaction since the commencement of our most recently completed financial year or in any proposed transaction that has materially affected or is reasonably expected to materially affect us or any of our subsidiaries.

SHAREHOLDER PROPOSALS

There are no shareholder proposals to be considered at the Meeting. The BCBCA permits certain eligible shareholders to submit shareholder proposals to us, which proposals may be included in a management information circular relating to an annual general meeting of shareholders. The final date by which we must receive shareholder proposals for our annual general meeting of shareholders to be held in 2022 is March 23, 2022.

ADDITIONAL INFORMATION

Documents you can request

You can ask us for a copy of the following documents at no charge:

- our most recent annual report, which includes our audited financial statements for the most recently completed financial year together with the accompanying auditors' report;
- any interim financial statements that were filed after the financial statements for our most recently completed financial year;
- our management's discussion and analysis related to the above financial statements;
- the management proxy circular for our most recent annual shareholder meeting; and
- our most recent Annual Information Form, together with any document, or the relevant pages of any document, incorporated by reference into it.

Please write to Investor Relations at 100 New Park Place, 8th Floor, Vaughan, Ontario, L4K 0J3 or email ir@mavbeautybrands.com.

These documents are also available on our website at <https://investors.mavbeautybrands.com> and on SEDAR at www.sedar.com. All of our news releases are also available on our website.

Information contained on, or that can be accessed through, our website does not constitute a part of this Circular and is not incorporated by reference herein.

Financial information is provided in our audited annual financial statements and related management's discussion and analysis for the year ended December 31, 2020.

Approval

Our Board has approved the contents of this Circular and the sending thereof to our shareholders, directors and auditor.

On behalf of the Board of Directors,

(signed) Chris Elshaw

Chris Elshaw
Chair of the Board of Directors

APPENDIX “A” - MANDATE OF THE BOARD OF DIRECTORS

MANDATE OF THE BOARD OF DIRECTORS

Introduction

The members of the board of directors (respectively, the “**Directors**” and the “**Board**”) of MAV Beauty Brands Inc. (the “**Company**”) are elected by the shareholders of Company and are responsible for the stewardship of Company. The purpose of this mandate (the “**Board Mandate**”) is to describe the principal duties and responsibilities of the Board, as well as some of the policies and procedures that apply to the Board in discharging its duties and responsibilities.

Certain aspects of the composition and organization of the Board are prescribed and/or governed by the *Business Corporations Act* (British Columbia) and the constating documents of the Company, and applicable agreements, including the investor rights agreement (the “**Investor Rights Agreement**”). Certain of the provisions of the Board Mandate may be modified or superseded by the provisions of the Investor Rights Agreement. In the event of a conflict between this Board Mandate and the Investor Rights Agreement, the Investor Rights Agreement shall prevail.

CHAIR OF THE BOARD

The chair of the Board (the “**Chair**”) shall be appointed by the board of directors.

BOARD SIZE

The constating documents of the Company provide that the Board shall be comprised of a minimum of three Directors and a maximum of 15 Directors. The Board shall initially be comprised of six Directors. The Board shall periodically review its size in light of its duties and responsibilities from time to time.

INDEPENDENCE

The Board shall be comprised of a minimum of three independent Directors. A Director shall be considered independent if he or she would be considered independent for the purposes of National Instrument 58-101 — *Disclosure of Corporate Governance Practices*.

ROLE AND RESPONSIBILITIES OF THE BOARD

The Board is responsible for supervising the management of the business and affairs of the Company and is expected to focus on guidance and strategic oversight with a view to increasing shareholder value.

In accordance with the *British Columbia Business Corporations Act*, in discharging his or her duties, each Director must act honestly and in good faith, with a view to the best interests of the Company. Each Director must also exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

BOARD MEETINGS

In accordance with the constating documents of the Company, meetings of the Board may be held at such times and places as the Chair may determine and as many times per year as necessary to effectively carry out the Board’s responsibilities. The independent Directors may meet without senior executives of the Company or any non-Independent Directors, as required.

The Chair shall be responsible for establishing or causing to be established the agenda for each Board meeting, and for ensuring that regular minutes of Board proceedings are kept and circulated on a timely basis for review and approval.

The Board may invite, at its discretion, any other individuals to attend its meetings. Senior executives of the Company shall attend a meeting if invited by the Board.

DELEGATIONS AND APPROVAL AUTHORITIES

The Board shall appoint the president and chief executive officer of the Company (the “CEO”) and delegate to the CEO and other senior executives the authority over the day-to-day management of the business and affairs of Company.

The Board may delegate certain matters it is responsible for to the committees of the Board, currently consisting of the Audit Committee, and the Compensation, Nomination and Governance Committee (the “CNG Committee”). The Board may appoint other committees, as it deems appropriate, subject to compliance with the Investor Rights Agreement and to the extent permissible under applicable law. The Board will, however, retain its oversight function and ultimate responsibility for such matters and associated delegated responsibilities.

STRATEGIC PLANNING PROCESS AND RISK MANAGEMENT

The Board shall adopt a strategic planning process to establish objectives and goals for the Company’s business and shall review, approve and modify as appropriate the strategies proposed by senior executives to achieve such objectives and goals. The Board shall review and approve, at least on an annual basis, a strategic plan which takes into account, among other things, the opportunities and risks of the Company’s business and affairs.

The Board, in conjunction with management, shall be responsible to identify the principal risks of the Company’s business and oversee management’s implementation of appropriate systems to seek to effectively monitor, manage and mitigate the impact of such risks. Pursuant to its duty to oversee the implementation of effective risk management policies and procedures, the Board may delegate to applicable Board committees the responsibility for assessing and implementing appropriate policies and procedures to address specified risks, including delegation of financial and related risk management to the Audit Committee and delegation of risks associated with compensation policies and practices to the CNG Committee.

SUCCESSION PLANNING, APPOINTMENT AND SUPERVISION OF SENIOR EXECUTIVES

The Board shall approve the corporate goals and objectives of the CEO and, with the assistance of the CNG Committee, review the performance of the CEO against such corporate goals and objectives. The Board shall take steps to satisfy itself as to the integrity of the CEO and other senior executives of the Company and that the CEO and other senior executives create a culture of integrity throughout the organization.

The Board shall approve the succession plan for the Company, including the selection, appointment, supervision and evaluation of the senior executives of Company, and shall also approve the compensation of the senior executives of Company upon recommendation of the CNG Committee.

FINANCIAL REPORTING AND INTERNAL CONTROLS

The Board shall review and monitor, with the assistance of the Audit Committee, the adequacy and effectiveness of the Company’s system of internal control over financial reporting, including any significant deficiencies or changes in internal control and the quality and integrity of the Company’s external financial reporting processes.

REGULATORY FILINGS

The Board shall approve applicable regulatory filings that require or are advisable for the Board to approve, which the Board may delegate in accordance with Section 7(b) of this mandate. These include, but are not limited to, the annual audited financial statements, interim financial statements and related management’s discussion and analysis accompanying such financial statements, management proxy circulars, annual information forms, offering documents and other applicable disclosure.

CORPORATE DISCLOSURE AND COMMUNICATIONS

The Board will seek to ensure that corporate disclosure of the Company complies with all applicable laws, rules and regulations and the rules and regulations of the stock exchanges upon which Company’s securities are listed. In addition, the Board shall adopt appropriate procedures designed to permit the Board to receive feedback from shareholders on material issues.

CORPORATE POLICIES

The Board shall adopt and periodically review policies and procedures designed to ensure that the Company and its Directors, officers and employees comply with all applicable laws, rules and regulations and conduct the Company's business ethically and with honesty and integrity.

REVIEW OF MANDATE

The Board may, from time to time, permit departures from the terms of this Board Mandate, either prospectively or retrospectively. This Board Mandate is not intended to give rise to civil liability on the part of the Company or its Directors or officers to shareholders, security holders, customers, suppliers, partners, competitors, employees or other persons, or to any other liability whatsoever on their part.

The Board may review and recommend changes to the Board Mandate from time to time and the CNG Committee may periodically review and assess the adequacy of this mandate and recommend any proposed changes to the Board for consideration.

Dated: July 10, 2018

Approved by: Board of Directors of the Company

APPENDIX "B"
OMNIBUS LONG-TERM INCENTIVE PLAN

See attached.

MAV BEAUTY BRANDS INC.

OMNIBUS LONG-TERM INCENTIVE PLAN

TABLE OF CONTENTS

<u>Article 1 – DEFINITIONS</u>	4
<u>Section 1.1 Definitions</u>	4
<u>Article 2 –PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS</u>	9
<u>Section 2.1 Purpose of the Plan</u>	9
<u>Section 2.2 Implementation and Administration of the Plan</u>	9
<u>Section 2.3 Eligible Participants</u>	10
<u>Section 2.4 Shares Subject to the Plan</u>	10
<u>Section 2.5 Participation Limits</u>	11
<u>Article 3 –OPTIONS</u>	11
<u>Section 3.1 Nature of Options</u>	11
<u>Section 3.2 Option Awards</u>	11
<u>Section 3.3 Exercise Price</u>	12
<u>Section 3.4 Expiry Date; Blackout Period</u>	12
<u>Section 3.5 Option Agreement</u>	12
<u>Section 3.6 Exercise of Options</u>	12
<u>Section 3.7 Method of Exercise and Payment of Purchase Price</u>	12
<u>Section 3.8 Termination of Employment</u>	14
<u>Article 4 –DEFERRED SHARE UNITS</u>	15
<u>Section 4.1 Nature of DSUs</u>	15
<u>Section 4.2 DSU Awards</u>	15
<u>Section 4.3 Redemption of DSUs</u>	15
<u>Article 5 –SHARE UNITS</u>	16
<u>Section 5.1 Nature of Share Units</u>	16
<u>Section 5.2 Share Unit Awards</u>	16
<u>Section 5.3 Performance Criteria and Performance Period Applicable to PSU Awards</u>	17
<u>Section 5.4 Share Unit Vesting Determination Date</u>	17
<u>Article 6 –GENERAL CONDITIONS</u>	17
<u>Section 6.1 General Conditions applicable to Awards</u>	17
<u>Section 6.2 Dividend Share Units</u>	18
<u>Section 6.3 Unfunded Plan</u>	19
<u>Article 7 –ADJUSTMENTS AND AMENDMENTS</u>	19
<u>Section 7.1 Adjustment to Shares Subject to Outstanding Awards</u>	19
<u>Section 7.2 Amendment or Discontinuance of the Plan</u>	19
<u>Section 7.3 Change of Control</u>	21
<u>Article 8 –MISCELLANEOUS</u>	21
<u>Section 8.1 Currency</u>	21
<u>Section 8.2 Compliance and Award Restrictions</u>	22
<u>Section 8.3 Use of an Administrative Agent and Trustee</u>	22
<u>Section 8.4 Tax Withholding</u>	23
<u>Section 8.5 Reorganization of the Company</u>	24
<u>Section 8.6 Governing Laws</u>	24
<u>Section 8.7 Successors and Assigns</u>	24
<u>Section 8.8 Severability</u>	24
<u>Section 8.9 No liability</u>	24
<u>Section 8.10 Effective Date of the Plan</u>	24

**MAV BEAUTY BRANDS INC.
OMNIBUS LONG-TERM INCENTIVE PLAN**

MAV Beauty Brands Inc. (the “**Company**”) hereby establishes an Omnibus Long-Term Incentive Plan for certain qualified directors, officers, employees and Consultants (as defined herein), providing ongoing services to the Company and/or its Subsidiaries (as defined herein) that can have a significant impact on the Company’s long-term results.

ARTICLE 1 – DEFINITIONS

Section 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:

“**Affiliates**” has the meaning given to this term in the Securities Act (Ontario), as such legislation may be amended, supplemented or replaced from time to time;

“**Associate**”, where used to indicate a relationship with a Participant, means (i) any partner of that Participant and (ii) the spouse of that Participant and that Participant’s children, as well as that Participant’s relatives and that Participant’s spouse’s relatives, if they share that Participant’s residence;

“**Award Agreement**” means, individually or collectively, the Option Agreement, RSU Agreement, PSU Agreement, DSU Agreement and/or the Employment Agreement, as the context requires;

“**Awards**” means Options, RSUs, PSUs and/or DSUs granted to a Participant pursuant to the terms of the Plan;

“**Black-Out Period**” means the period of time required by applicable law when, pursuant to any policies or determinations of the Company, securities of the Company may not be traded by Insiders or other specified persons;

“**Board**” means the board of directors of the Company as constituted from time to time;

“**Broker**” has the meaning ascribed thereto in Section 8.4(2) hereof;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in Toronto, Ontario, Canada for the transaction of banking business;

“**Cancellation**” has the meaning ascribed thereto in Section 2.4(1) hereof;

“**Cash Equivalent**” means:

- (a) in the case of Share Units, the amount of money equal to the Market Value multiplied by the number of vested Share Units in the Participant’s Account, net of any applicable taxes in accordance with Section 8.4, on the Share Unit Settlement Date;

- (b) in the case of DSU Awards, the amount of money equal to the Market Value multiplied by the whole number of DSUs then recorded in the Participant's Account which the Non-Employee Director requests to redeem pursuant to the DSU Redemption Notice, net of any applicable taxes in accordance with Section 8.4, on the date the Company receives, or is deemed to receive, the DSU Redemption Notice;

"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 clause (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 Company representing 50% or more of the aggregate voting power of all of the Company's then issued and outstanding securities entitled to vote in the election of directors of the Company, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Company under any of the Company's equity incentive plans.
- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (A) 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 (B) 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 Company immediately prior to such transaction;
- (c) (A) the sale, lease, exchange, license or other disposition of all or substantially all of the Company's assets to a person other than a person that was an Affiliate of the Company at the time of such sale, lease, exchange, license or other disposition or (B) a sale, lease, exchange, license or other disposition to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are beneficially owned by shareholders of the Company in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, exchange, license or other disposition;
- (d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions 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 Company in circumstances where the business of the Company is continued and the shareholdings remain substantially the same following the re-arrangement);

- (e) individuals who, on the Effective Date, are members of the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the members of the Board; 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 the Plan, be considered as a member of the Incumbent Board; or
- (f) any other matter determined by the Board to be a Change of Control.

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

“**Code of Ethics**” means any code of ethics adopted by the Company, as modified from time to time;

“**Company**” means MAV Beauty Brands Inc., a Company existing under the *Business Corporations Act* (British Columbia);

“**Consultant**” means a Person (including an individual whose services are contracted for through another Person) with whom the Company or a Subsidiary has a written contract for services for an initial, renewable or extended period of twelve months or more;

“**Dividend Share Units**” has the meaning ascribed thereto in Section 6.2 hereof;

“**DSU**” means a deferred share unit, which is a bookkeeping entry equivalent in value to a Share credited to a Participant’s Account in accordance with Article 4 hereof;

“**DSU Agreement**” means a written notice from the Company to a Participant evidencing the grant of DSUs and the terms and conditions thereof, in such form as the Board may approve from time to time;

“**DSU Redemption Notice**” has the meaning ascribed thereto in Section 4.3(1) hereof;

“**Eligible Participants**” has the meaning ascribed thereto in Section 2.3(1) hereof;

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

“**Exercise Notice**” means a notice in writing signed by a Participant and stating the Participant’s intention to exercise or settle a particular Award, if applicable;

“**Exercise Price**” has the meaning ascribed thereto in Section 3.3 hereof;

“**Expiry Date**” has the meaning ascribed thereto in Section 3.4 hereof;

“**Insider**” has the meaning attributed thereto in the Toronto Stock Exchange Company Manual in respect of the rules governing security-based compensation arrangements, as amended from time to time;

“Market Value” means at any date when the market value of Shares of the Company is to be determined, the closing price of the Shares on the trading day prior to such date on the principal stock exchange on which the Shares are listed, or if the Shares of the Company are not listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith based on the reasonable application of a reasonable valuation method not inconsistent with Section 409A of the Code or Canadian tax law;

“Non-Employee Directors” means members of the Board who, at the time of execution of an Award Agreement, if applicable, and at all times thereafter while they continue to serve as a member of the Board, are not officers or employees of the Company or a Subsidiary;

“Option” means an option granted by the Company to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Exercise Price, but subject to the provisions hereof;

“Option Agreement” means a written notice from the Company to a Participant evidencing the grant of Options and the terms and conditions thereof, substantially in the form set out in Appendix “A”, or such other form as the Board may approve from time to time;

“Participants” means Eligible Participants that are granted Awards under the Plan;

“Participant’s Account” means an account maintained to reflect each Participant’s participation in RSUs, PSUs and/or DSUs under the Plan;

“Performance Criteria” means criteria established by the Board which, without limitation, may include criteria based on the Participant’s personal performance, the financial performance of the Company and/or of its Subsidiaries and/or achievement of corporate goals and strategic initiatives, and that may be used to determine the vesting of the Awards, when applicable;

“Performance Period” means the period determined by the Board pursuant to Section 5.3 hereof;

“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 Long-Term Incentive Plan, as amended and restated from time to time;

“Proportionate Voting Shares” means the proportionate voting shares in the capital of the Company;

“PSU” means a right awarded to a Participant to receive a payment in the form of Shares as provided in Article 4 hereof and subject to the terms and conditions of the Plan;

"PSU Agreement" means a written notice from the Company to a Participant evidencing the grant of PSUs and the terms and conditions thereof, in the form as the Board may approve from time to time;

"RSU" means a restricted share unit awarded to a Participant to receive a payment in the form of Shares as provided in Article 4 hereof and subject to the terms and conditions of the Plan;

"RSU Agreement" means a written notice from the Company to a Participant evidencing the grant of RSUs and the terms and conditions thereof, in the form as the Board may approve from time to time;

"Share Compensation Arrangement" means a stock option, stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to one or more directors, officers, employees or Consultants of the Company or a Subsidiary. For greater certainty, a "Share Compensation Arrangement" does not include a security based compensation arrangement used as an inducement to person(s) or company(ies) not previously employed by and not previously an Insider of the Company;

"Shares" means the common shares in the capital of the Company;

"Share Unit" means a RSU or PSU, as the context requires;

"Share Unit Settlement Notice" means a notice by a Participant to the Company electing the desired form of settlement of vested RSUs or PSUs;

"Share Unit Vesting Determination Date" has the meaning described thereto in Section 5.4 hereof;

"Subsidiary" means a Company, company, partnership or other body corporate that is controlled, directly or indirectly, by the Company;

"Surrender" has the meaning ascribed thereto in Section 3.7(3);

"Surrender Notice" has the meaning ascribed thereto in Section 3.7(3);

"Tax Act" means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

"Termination Date" means (i) with respect to a Participant who is an employee or officer of the Company or a Subsidiary, such Participant's last day of active employment and does not include any period of statutory, reasonable or contractual notice or any period of deemed employment or salary continuance, (ii) with respect to a Participant who is a Consultant, the date such Consultant ceases to provide services to the Company or a Subsidiary, and (iii) with respect to a Participant who is a Non-Employee Director, the date such Person ceases to be a director of the Company or Subsidiary, and **"Terminate"** and **"Terminated"** have corresponding meanings.

"Trading Day" means any day on which the TSX is opened for trading;

“**transfer**” includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, lien, charge, pledge, encumbrance, grant of security interest or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing and “**transferred**”, “**transferring**” and similar variations have corresponding meanings.

“**TSX**” means the Toronto Stock Exchange; and

“**U.S. Participant**” means any Participant who is a United States citizen or United States resident alien as defined for purposes of Section 7701(b)(1)(A) of the Code or for whom an Award is otherwise subject to taxation under the Code.

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

Section 2.1 Purpose of the Plan.

The purpose of the Plan is to advance the interests of the Company by: (i) providing Eligible Participants with additional incentives; (ii) encouraging share ownership by such Eligible Participants; (iii) increasing the proprietary interest of Eligible Participants in the success of the Company; (iv) promoting growth and profitability of the Company; (v) encouraging Eligible Participants to take into account long-term corporate performance; (vi) rewarding Eligible Participants for sustained contributions to the Company and/or significant performance achievements of the Company; and (vii) enhancing the Company’s ability to attract, retain and motivate Eligible Participants.

Section 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 the Company’s Compensation, Nomination and Governance Committee or an equivalent compensation committee of the Board (the “**CNG Committee**”). If the GN&C Committee is appointed for this purpose, all references to the term “Board” will be deemed to be references to the GN&C Committee, except as may otherwise be determined by the Board.
- (2) Subject to the terms and conditions set forth in the Plan, the Board shall have the sole and absolute discretion to: (i) designate Participants; (ii) determine the type, size, and terms, and conditions of Awards to be granted; (iii) determine the method by which an Award may be settled, exercised, canceled, forfeited, or suspended; (iv) determine the circumstances under which the delivery of cash, property, or other amounts payable with respect to an Award may be deferred either automatically or at the Participant’s or the Board’s election; (v) interpret and administer, reconcile any inconsistency in, correct any defect in, and supply any omission in the Plan and any Award granted under, the Plan; (vi) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Board shall deem appropriate for the proper administration of the Plan; (vii) accelerate the vesting, delivery, or exercisability of, or payment for or lapse of restrictions on, or waive any condition in respect of, Awards; and (viii) make any other determination and take any other

action that the Board deems necessary or desirable for the administration of the Plan or to comply with any applicable law.

- (3) No member of the Board will be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan, any Award Agreement or other document or any Awards granted pursuant to the Plan.
- (4) The day-to-day administration of the Plan may be delegated to such officers and employees of the Company as the Board determines.
- (5) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions regarding the Plan or any Award or any documents evidencing any Award granted pursuant to the Plan shall be within the sole discretion of the Board, may be made at any time, and shall be final, conclusive, and binding upon all persons or entities, including, without limitation, the Company, any Subsidiary, any Participant, any holder or beneficiary of any Award, and any shareholder of the Company.

Section 2.3 Eligible Participants.

- (1) The Persons who shall be eligible to receive options, RSUs and PSUs shall be the officers, employees or Consultants of or to the Company or a Subsidiary, providing ongoing services to the Company and/or its Subsidiaries, and the Persons who shall be eligible to receive DSUs shall be the Non-Employee Directors (collectively, “**Eligible Participants**”).
- (2) Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant’s relationship, employment or appointment with the Company or a Subsidiary.
- (3) Notwithstanding any express or implied term of the Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee of employment or appointment by the Company or a Subsidiary.

Section 2.4 Shares Subject to the Plan.

- (1) Subject to adjustment pursuant to provisions of Article 7 hereof, the total number of Shares reserved and available for grant and issuance pursuant to Awards under the Plan or pursuant to awards under any other proposed or established Share Compensation Arrangement shall not exceed ten percent (10%) of the total issued and outstanding Shares (assuming the conversion of all issued and outstanding Proportionate Voting Shares to Shares) from time to time or such other number as may be approved by the TSX and the shareholders of the Company from time to time. For the purposes of this Section 2.4(1), in the event that the Company cancels or purchases to cancel any of its issued and outstanding Shares (“Cancellation”) and as a result of such Cancellation, the Company exceeds the limit set out in this Section 2.4(1), no approval of the Company’s shareholders will be required for the issuance of Shares on the exercise of any Options which were granted prior to such Cancellation.

- (2) For greater certainty, any issuance from treasury by the Company that is or was issued in reliance upon an exemption under applicable stock exchange rules applicable to security based compensation arrangements used as an inducement to person(s) or company(ies) not previously employed by and not previously an Insider of the Company shall not be included in determining the maximum Shares reserved and available for grant and issuance under Section 2(4)(1).
- (3) Shares in respect of which an Award is exercised, granted under the Plan (or any other Share Compensation Arrangement) but not exercised prior to the termination of such Award, not vested or settled prior to the termination of such Award due to the expiration, termination, cancellation or lapse of such Award, or settled in cash in lieu of settlement in Shares, shall, in each case, be available for Awards to be granted thereafter pursuant to the provisions of the Plan. All Shares issued from treasury pursuant to the exercise or the vesting of the Awards granted under the Plan shall be so issued as fully paid and non-assessable Shares.

Section 2.5 Participation Limits.

- (1) Subject to adjustment pursuant to provisions of Article 7 hereof, the aggregate number of Shares (i) issued to Insiders under the Plan or any other proposed or established Share Compensation Arrangement within any one-year period and (ii) issuable to Insiders at any time under the Plan or any other proposed or established Share Compensation Arrangement, shall in each case not exceed ten percent (10%) of the total issued and outstanding Shares (assuming the conversion of all issued and outstanding Proportionate Voting Shares to Shares) from time to time. Any Awards granted pursuant to the Plan, prior to the Participant becoming an Insider, shall be excluded for the purposes of the limits set out in this Section 2.5(1).

ARTICLE 3 – OPTIONS

Section 3.1 Nature of Options.

An Option is an option granted by the Company to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Exercise Price, subject to the provisions hereof.

Section 3.2 Option Awards.

- (1) The Board shall, from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) determine 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, (iii) determine the price per Share to be payable upon the exercise of each such Option (the “**Exercise Price**”), (iv) determine the relevant vesting provisions (including Performance Criteria, if applicable) and (v) determine the Expiry Date, the whole subject to the terms and conditions prescribed in the Plan, in any Option Agreement and any applicable rules of the TSX.
- (2) All Options granted herein shall vest in accordance with the terms of the Option Agreement entered into in respect of such Options.

Section 3.3 Exercise Price.

The Exercise Price for Shares that are the subject of any Option shall be fixed by the Board when such Option is granted, but shall not be less than the Market Value of such Shares at the time of the grant.

Section 3.4 Expiry Date; Blackout Period.

Subject to Section 7.2, each Option must be exercised no later than ten (10) years after the date the Option is granted or such shorter period as set out in the Participant's Option Agreement, at which time such Option will expire (the "**Expiry Date**"). Notwithstanding any other provision of the Plan, each Option that would expire during or within ten (10) Business Days immediately following a Black-Out Period shall expire on the date that is ten (10) Business Days immediately following the expiration of the Black-Out Period. Where an Option will expire on a date that falls immediately after a Black-Out Period, and for greater certainty, not later than ten (10) Business Days after the Black-Out Period, then the date such Option will expire will be automatically extended by such number of days equal to ten (10) Business Days less the number of Business Days after the Black-Out Period that the Option expires.

Section 3.5 Option Agreement.

Each Option must be confirmed by an Option Agreement. 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 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 the rules of any regulatory body having jurisdiction over the Company.

Section 3.6 Exercise of Options.

- (1) Subject to the provisions of the Plan, a Participant shall be entitled to exercise an Option granted to such Participant, subject to vesting limitations which may be imposed by the Board at the time such Option is granted and set out in the Option Agreement.
- (2) Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the optioned Shares and at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board may determine in its sole discretion.
- (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.

Section 3.7 Method of Exercise and Payment of Purchase Price.

- (1) Subject to the provisions of the Plan and the alternative exercise procedures set out herein, an Option granted under the Plan may be exercisable (from time to time as provided in Section 3.6 hereof) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering an exercise notice substantially in the form of Schedule "A" to the Option Agreement

(an “**Exercise Notice**”) to the Company in the form and manner determined by the Board from time to time, together with a bank draft, certified cheque or other form of payment acceptable to the Company in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Options and any applicable tax withholdings.

- (2) Pursuant to the Exercise Notice and subject to the approval of the Board, a Participant may choose to undertake a “cashless exercise” with the assistance of a broker (the “**Broker**”) in order to facilitate the exercise of such Participant’s Options. The “cashless exercise” procedure may include a sale of such number of Shares as is necessary to raise an amount equal to the aggregate Exercise Price for all Options being exercised by that Participant under an Exercise Notice and any applicable tax withholdings. Pursuant to the Exercise Notice, the Participant may authorize the broker to sell Shares on the open market by means of a short sale and forward the proceeds of such short sale to the Company to satisfy the Exercise Price and any applicable tax withholdings, promptly following which the Company shall issue the Shares underlying the number of Options as provided for in the Exercise Notice.
- (3) In addition, in lieu of exercising any vested Option in the manner described in this Section 3.7(1) or Section 3.7(2), and pursuant to the terms of this Section 3.7(3), a Participant may, by surrendering an Option (“**Surrender**”) with a properly endorsed notice of Surrender to the Corporate Secretary of the Company, substantially in the form of Schedule “B” to the Option Agreement (a “**Surrender Notice**”), elect to receive that number of Shares calculated using the following formula, subject to acceptance of such Surrender Notice by the Board and provided that arrangements satisfactory to the Company have been made to pay any applicable withholding taxes:

$$X = (Y * (A-B)) / A$$

Where:

X = the number of Shares to be issued to the Participant upon exercising such Options; provided that if the foregoing calculation results in a negative number, then no Shares shall be issued

Y = the number of Shares underlying the Options to be Surrendered

A = the Market Value of the Shares as at the date of the Surrender

B = the Exercise Price of such Options

- (4) No share certificates shall be issued and no person shall be registered in the share register of the Company as the holder of Shares until actual receipt by the Company of an Exercise Notice and payment for the Shares to be purchased.
- (5) Upon the exercise of an Option pursuant to Section 3.7(1) or Section 3.7(3), the Company shall, as soon as practicable after such exercise but no later than ten (10) Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares to deliver to the Participant (or as the Participant may otherwise direct) such number of Shares as the Participant shall have then paid for and as are specified in such Exercise Notice.

Section 3.8 Termination of Employment.

- (1) Subject to a written Employment Agreement of a Participant or Option Agreement and as otherwise determined by the Board, each Option shall be subject to the following conditions:
 - (a) **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for “cause”, all unexercised vested or unvested Options granted to such Participant shall terminate on the Termination Date as specified in the notice of termination. For the purposes of the Plan, the determination by the Company that the Participant was discharged for cause shall be binding on the Participant. Subject to the terms of the Employment Agreement, “cause” shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Company’s Code of Ethics and any reason determined by the Company to be cause for termination.
 - (b) **Resignation, Retirement and Termination other than for Cause.** In the case of a Participant ceasing to be an Eligible Participant due to such Participant’s resignation, retirement or termination other than for “cause”, as applicable, subject to any later expiration dates determined by the Board, all Options shall expire on the earlier of ninety (90) days after the effective date of such Termination Date or the expiry date of such Option, to the extent such Option was vested and exercisable by the Participant on the effective date of such Termination Date, and all unexercised unvested Options granted to such Participant shall terminate on the effective date of such resignation, retirement or termination.
 - (c) **Death or Long-term Disability.** In the case of a Participant ceasing to be an Eligible Participant due to death or long-term disability, as applicable, subject to any later expiration dates determined by the Board, all Options shall expire on the earlier of twelve (12) months after the effective date of such death or long-term disability, or the expiry date of such Option, to the extent such Option was vested and exercisable by the Participant on the effective date of such death or long-term disability, and all unexercised unvested Options granted to such Participant shall terminate on the effective date of such death or long-term disability.
- (2) For the avoidance of doubt, subject to applicable laws, no period of notice, if any, or payment instead of notice that is given or that ought to have been given under applicable law, whether by statute, imposed by a court or otherwise, in respect of such termination of employment that follows or is in respect of a period after the Participant’s Termination Date will be considered as extending the Participant’s period of employment for the purposes of determining his entitlement under the Plan.
- (3) The Participant shall have no entitlement to damages or other compensation arising from or related to not receiving any awards which would have settled or vested or accrued to the Participant after the Termination Date.

ARTICLE 4 – DEFERRED SHARE UNITS

Section 4.1 Nature of DSUs.

A DSU is a unit granted to Non-Employee Directors representing the right to receive a Share or the Cash Equivalent, subject to restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing service as a Non-Employee Director (or other service relationship) and/or achievement of pre-established vesting and objectives.

Section 4.2 DSU Awards.

- (1) Subject to the Company's director compensation policy determined by the Board from time to time, each Non-Employee Director may elect to receive all or a portion his or her annual retainer fee in the form of a grant of DSUs in each fiscal year. The number of DSUs shall be calculated as the amount of the Non-Employee Director's annual retainer fee elected to be paid by way of DSUs divided by the Market Value. At the discretion of the Board, fractional DSUs will not be issued and any fractional entitlements will be rounded down to the nearest whole number.
- (2) Each DSU must be confirmed by a DSU Agreement that sets forth the terms, conditions and limitations for each DSU and may include, without limitation, the vesting and terms of the DSUs and the provisions applicable in the event employment or service terminates, and shall contain such terms that may be considered necessary in order that the DSU will comply with any provisions respecting DSUs in the income tax 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 the rules of any regulatory body having jurisdiction over the Company.
- (3) Any DSUs that are awarded to a Non-Employee Director who is a resident of Canada or employed in Canada (each for purposes of the Tax Act) shall be structured so as to be considered to be a plan described in section 7 of the Tax Act or to meet requirements of paragraph 6801(d) of the Income Tax Regulations adopted under the Tax Act (or any successor to such provisions).
- (4) Subject to vesting and other conditions and provisions set forth herein and in the DSU Agreement, the Board shall determine whether each DSU awarded to a Non-Employee Director shall entitle the Non-Employee Director: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; or (iii) to elect to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares.

Section 4.3 Redemption of DSUs.

- (1) Subject to Section 4.3(2), each Non-Employee Director shall be entitled to redeem his or her DSUs during the period commencing on the Business Day immediately following the Termination Date and ending on the date that is not later than December 15 of the year following the Termination Date, or a shorter such redemption period set out in the relevant DSU Agreement, by providing a written notice of settlement to the Company setting out the number of DSUs to be settled and the particulars regarding the registration of the Shares issuable upon settlement, if applicable (the "DSU Redemption Notice"). In the event of the death of a Non-

Employee Director, the Notice of Redemption shall be filed by the administrator or liquidator of the estate of the Non-Employee Director.

- (2) If a DSU Redemption Notice is not received by the Company on or before the 90th day following the Termination Date, the Non-Employee Director shall be deemed to have delivered a DSU Redemption Notice on the 90th day following the Termination Date and the Board shall determine the number of DSUs to be settled by way of Shares, the Cash Equivalent or a combination of Shares and the Cash Equivalent and delivered to the Non-Employee Director, administrator or liquidator of the estate of the Non-Employee Director, as applicable.
- (3) Subject to Section 8.4 and the DSU Agreement, settlement of DSUs shall take place promptly following the Company's receipt or deemed receipt of the DSU Redemption Notice through:
 - (a) in the case of settlement DSUs for their Cash Equivalent, delivery of bank draft, certified cheque or other acceptable form of payment to the Non-Employee Director representing the Cash Equivalent;
 - (b) in the case of settlement of DSUs for Shares, delivery of a Share to the Non-Employee Director; or
 - (c) in the case of settlement of DSUs for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.

ARTICLE 5 – SHARE UNITS

Section 5.1 Nature of Share Units.

A Share Unit is an Award entitling the recipient to acquire Shares, at such purchase price (which may be zero) as determined by the Board, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives.

Section 5.2 Share Unit Awards.

- (1) Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs and/or PSUs under the Plan, (ii) fix the number of RSUs and/or PSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs and/or PSUs shall be granted, and (iii) determine the relevant conditions and vesting provisions (including, in the case of PSUs, the applicable Performance Period and Performance Criteria, if any) and Restriction Period of such RSUs and/or PSUs, the whole subject to the terms and conditions prescribed in the Plan and in any RSU Agreement or PSU Agreement, as applicable.
- (2) Each RSU must be confirmed by an RSU Agreement that sets forth the terms, conditions and limitations for each RSU and may include, without limitation, the vesting and terms of the RSUs and the provisions applicable in the event employment or service terminates, and shall contain such terms that may be considered necessary in order that the RSUs will comply with any provisions

respecting RSUs in the income tax 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 the rules of any regulatory body having jurisdiction over the Company.

- (3) Each PSU must be confirmed by a PSU Agreement that sets forth the terms, conditions and limitations for each PSU and may include, without limitation, the applicable Performance Period and Performance Criteria, vesting and terms of the RSUs and the provisions applicable in the event employment or service terminates, and shall contain such terms that may be considered necessary in order that the RSUs will comply with any provisions respecting RSUs in the income tax 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 the rules of any regulatory body having jurisdiction over the Company.
- (4) Any RSUs or PSUs that are awarded to an Eligible Participant who is a resident of Canada or employed in Canada (each for purposes of the Tax Act) shall be structured so as to be considered to be a plan described in section 7 of the Tax Act or in such other manner to ensure that such award is not a “salary deferral arrangement” as defined in the Tax Act (or any successor to such provisions).
- (5) Subject to the vesting and other conditions and provisions set forth herein and in the RSU Agreement and/or PSU Agreement, the Board shall determine whether each RSU and/or PSU awarded to a Participant shall entitle the Participant: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; or (iii) to elect to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares.

Section 5.3 Performance Criteria and Performance Period Applicable to PSU Awards.

- (1) For each award of PSUs, the Board shall establish the period in which any Performance Criteria and other vesting conditions must be met in order for a Participant to be entitled to receive Shares in exchange for all or a portion of the PSUs held by such Participant (the “**Performance Period**”).
- (2) For each award of PSUs, the Board shall establish any Performance Criteria and other vesting conditions in order for a Participant to be entitled to receive Shares in exchange for his or her PSUs.

Section 5.4 Share Unit Vesting Determination Date.

The vesting determination date means the date on which the Board determines if the Performance Criteria and/or other vesting conditions with respect to a RSU and/or PSU have been met (the “**Share Unit Vesting Determination Date**”), and as a result, establishes the number of RSUs and/or PSUs that become vested, if any.

ARTICLE 6 – GENERAL CONDITIONS

Section 6.1 General Conditions applicable to Awards.

Each Award, as applicable, shall be subject to the following conditions:

- (1) **Employment** - The granting of an Award to a Participant shall not impose upon the Company or a Subsidiary any obligation to retain the Participant in its employ in any capacity. For greater certainty, the granting of Awards to a Participant shall not impose any obligation on the Company to grant any awards in the future nor shall it entitle the Participant to receive future grants.
- (2) **Rights as a Shareholder** - Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Awards until the date of issuance of a share certificate to such Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) or the entry of such person's name on the share register for the Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued or entry of such person's name on the share register for the Shares.
- (3) **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.
- (4) **Non-Transferability** - Except as set forth herein, Awards are not transferable. Awards may be exercised only by:
 - (a) the Participant to whom the Awards were granted;
 - (b) with the Board's prior written approval and subject to such conditions as the Board may stipulate, such Participant's family or retirement savings trust or any registered retirement savings plans or registered retirement income funds of which the Participant is and remains the annuitant;
 - (c) upon the Participant's death, by the legal representative of the Participant's estate; or
 - (d) 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 Company 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.

Section 6.2 Dividend Share Units.

When dividends (other than stock dividends) are paid on Shares, Participants shall receive additional DSUs, RSUs and/or PSUs, as applicable ("**Dividend Share Units**") as of the dividend payment date. The number of Dividend Share Units to be granted to the Participant shall be determined by multiplying the aggregate number of DSUs, RSUs and/or PSUs, as applicable, held by the Participant on the relevant record date by the amount of the dividend paid by the Company on each Share, and dividing the result by the Market Value on the dividend payment date, which Dividend Share Units shall be in the form of DSUs,

RSUs and/or PSUs, as applicable. Dividend Share Units granted to a Participant in accordance with this Section 6.2 shall be subject to the same vesting conditions applicable to the related DSUs, RSUs and/or PSUs in accordance with the respective Award Agreement.

Section 6.3 Unfunded Plan.

Unless otherwise determined by the Board, the 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 the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

ARTICLE 7 – ADJUSTMENTS AND AMENDMENTS

Section 7.1 Adjustment to Shares Subject to Outstanding Awards.

- (1) In the event of any stock dividend, stock split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution (other than normal cash dividends) of the Company's assets to shareholders, or any other change in the Shares, the Board will make such proportionate adjustments, if any, as the Board in its discretion, subject to regulatory approval, may deem appropriate to reflect such change (for the purpose of preserving the value of the Awards), with respect to (i) the number or kind of Shares or other securities reserved for issuance pursuant to the Plan; and (ii) the number or kind of Shares or other securities subject to unexercised Awards previously granted and the exercise price of those Awards provided, however, that no substitution or adjustment will obligate the Company to issue or sell fractional Shares. The existence of any Awards does not affect in any way the right or power of the Company or an Affiliate or any of their respective shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the capital structure or the business of, or any amalgamation, merger or consolidation involving, to create or issue any bonds, debentures, shares or other securities of, or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of or any sale or transfer of all or any part of the assets or the business of, or to effect any other corporate act or proceeding relating to, whether of a similar character or otherwise, the Company or such Affiliate, whether or not any such action would have an adverse effect on the Plan or any Award granted hereunder.

Section 7.2 Amendment or Discontinuance of the Plan.

- (1) The Board may, in its sole discretion, suspend or terminate the Plan at any time or from time to time and/or amend or revise the terms of the Plan or of any Award granted under the Plan and any agreement relating thereto, provided that such suspension, termination, amendment, or revision shall:
 - (a) not adversely alter or impair any Award previously granted except as permitted by the terms of the Plan or upon the consent of the applicable Participant(s); and
 - (b) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Company and of the TSX or any other stock exchange upon which the Company has applied to list its Shares.

- (2) If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights awarded or granted under the Plan remain outstanding and, notwithstanding the termination of the Plan, the Board will have the ability to make such amendments to the Plan or the Awards as they would have been entitled to make if the Plan were still in effect.
- (3) Subject to 6.5(b) the Board may from time to time, in its discretion and without the approval of shareholders, make changes to the Plan or any Award that do not require the approval of shareholders under Section 7.2(1) which may include but are not limited to:
 - (a) a change to the vesting provisions of any Award granted under the Plan;
 - (b) a change to the provisions governing the effect of termination of a Participant's employment, contract or office;
 - (c) a change to accelerate the date on which any Award may be exercised under the Plan;
 - (d) an amendment of the Plan or an Award as necessary to comply with applicable law or the requirements of any exchange upon which the securities of the Company are then listed or any other regulatory body having authority over the Company, the Plan, the Participants or the shareholders of the Company;
 - (e) any amendment of a "housekeeping" nature, including without limitation those made to clarify the meaning of an existing provision of the Plan or any agreement, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan or any agreement, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; or
 - (f) any amendment regarding the administration of the Plan.
- (4) Notwithstanding the foregoing or any other provision of the Plan, shareholder approval is required for the following amendments to the Plan:
 - (a) any increase in the maximum number of Shares that may be issuable from treasury pursuant to awards granted under the Plan, other than an adjustment pursuant to Section 7.1;
 - (b) any reduction in the exercise price of an Award benefitting an Insider, except in the case of an adjustment pursuant to Section 7.1;
 - (c) any extension of the Expiration Date of an Award benefitting an Insider, except in case of an extension due to a black-out period;
 - (d) any amendment to remove or to exceed the insider participation limit set out in Section 2.5(1); and
 - (e) any amendment to Section 7.2(3) or Section 7.2(4) of the Plan.

Section 7.3 Change of Control.

- (1) Despite any other provision of the Plan, in the event of a Change of Control, all unvested Awards then outstanding will, as applicable, be substituted by or replaced with awards of the surviving corporation (or any Affiliate thereof) or the potential successor (or any Affiliate thereto) (the “**continuing entity**”) on the same terms and conditions as the original Awards, subject to appropriate adjustments that do not diminish the value of the original Awards.
- (2) If, upon a Change of Control, the continuing entity fails to comply with Section 7.3(1), the vesting of all then outstanding Awards (and, if applicable, the time during which such Awards may be exercised) will be accelerated in full.
- (3) No fractional Shares or other security will be issued upon the exercise of any Award and accordingly, if as a result of a Change of Control, a Participant would become entitled to a fractional Share or other security, such participant will have the right to acquire only the next lowest whole number of Shares or other security and no payment or other adjustment will be made with respect to the fractional interest so disregarded.
- (4) Despite anything else to the contrary in the Plan, in the event of a potential Change of Control, the Board will have the power, in its sole discretion, to modify the terms of the Plan and/or the Awards to assist the Participants in tendering to a take-over bid or other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or other transaction leading to a Change of Control, the Board has the power, in its sole discretion, to accelerate the vesting of Awards and to permit Participants to conditionally exercise their Awards, 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 the 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 7.3(4) is not completed within the time specified (as the same may be extended), then despite this Section 7.3(4) or the definition of “Change of Control”, (i) any conditional exercise of vested Awards will be deemed to be null, void and of no effect, and such conditionally exercised Awards will for all purposes be deemed not to have been exercised, and (ii) Awards which vested pursuant to this Section 7.3(4) will be returned by the Participant to the Company and reinstated as authorized but unissued Shares and the original terms applicable to such Awards will be reinstated.
- (5) If the Board has, pursuant to the provisions of Section 7.3(4) permitted the conditional exercise of Awards in connection with a potential Change of Control, then the Board will have the power, in its sole discretion, to terminate, immediately following actual completion of such Change of Control and on such terms as it sees fit, any Awards not exercised (including all vested and unvested Awards).

ARTICLE 8 – MISCELLANEOUS

Section 8.1 Currency.

Unless otherwise specifically provided, all references to dollars in the Plan are references to Canadian dollars.

Section 8.2 Compliance and Award Restrictions.

- (1) The Company's obligation to issue and deliver Shares under any Award is subject to:
(i) the completion of such registration or other qualification of such Shares or obtaining approval of such regulatory authority as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; (ii) the admission of such Shares to listing on any stock exchange on which such Shares may then be listed; and (iii) the receipt from the Participant of such representations, agreements and undertakings as to future dealings in such Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction. The Company shall take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on any stock exchange on which such Shares are then listed.
- (2) The Participant agrees to fully cooperate with the Company in doing all such things, including executing and delivering all such agreements, undertakings or other documents or furnishing all such information as is reasonably necessary to facilitate compliance by the Company with such laws, rule and requirements, including all tax withholding and remittance obligations.
- (3) No Awards will be granted where such grant is restricted pursuant to the terms of any trading policies or other restrictions imposed by the Company.
- (4) The Company is not obliged by any provision of the Plan or the grant of any Award under the Plan to issue or sell Shares if, in the opinion of the Board, such action would constitute a violation by the Company or a Participant of any laws, rules and regulations or any condition of such approvals.
- (5) If Shares cannot be issued to a Participant upon the exercise or settlement of an Award due to legal or regulatory restrictions, the obligation of the Company to issue such Shares will terminate and, if applicable, any funds paid to the Company in connection with the exercise of any Options will be returned to the applicable Participant as soon as practicable.
- (6) At the time a Participant ceased to hold Awards which are or may become exercisable, the Participant ceases to be a Participant.
- (7) Nothing contained herein will prevent the Board from adopting other or additional compensation arrangements for the benefit of any Participant or any other Person, subject to any required regulatory, shareholder or other approval.

Section 8.3 Use of an Administrative Agent and Trustee.

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 act as trustee 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 Company and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

Section 8.4 Tax Withholding.

- (1) Notwithstanding any other provision of the Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of applicable source deductions. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding obligation may be satisfied by (a) having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar or any trustee appointed by the Company pursuant to Section 8.1 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or appropriate to conform with local tax and other rules. Notwithstanding any other provision of the Plan, the Company shall not be required to issue any Shares or make payments under this Plan until arrangements satisfactory to the Company have been made for payment of all applicable withholdings obligations.
- (2) The sale of Shares by the Company, or by a Broker, under Section 8.4(1) or under any other provision of the Plan will be made on the TSX. The Participant consents to such sale and grants to the Company an irrevocable power of attorney to effect the sale of such Shares on his behalf and acknowledges and agrees that (i) the number of Shares sold will be, at a minimum, sufficient to fund the withholding obligations net of all selling costs, which costs are the responsibility of the Participant and which the Participant hereby authorizes to be deducted from the proceeds of such sale; (ii) in effecting the sale of any such Shares, the Company or the Broker will exercise its sole judgment as to the timing and the manner of sale and will not be obligated to seek or obtain a minimum price; and (iii) neither the Company nor the Broker will be liable for any loss arising out of such sale of the Shares including any loss relating to the pricing, manner or timing of the sales or any delay in transferring any Shares to a Participant or otherwise.
- (3) The Participant further acknowledges that the sale price of the Shares will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale. The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting the participant resulting from the grant or exercise of an Awards and/or transactions in the Shares. Neither the Company, nor any of its directors, officers, employees, shareholders or agents will 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 under the Plan, with respect to any fluctuations in the market price of Shares or in any other manner related to the Plan.
- (4) Notwithstanding the first paragraph of this Section 8.4, the applicable tax withholdings may be waived where the Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which regulation 100(3) of the regulations of the Tax Act apply.

Section 8.5 Reorganization of the Company.

The existence of any Awards shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Company 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.

Section 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 Ontario and the federal laws of Canada applicable therein.

Section 8.7 Successors and Assigns.

The Plan shall be binding on all successors and assigns of the Company and a Participant, including without limitation, the personal legal representatives of a Participant, or any receiver or trustee in bankruptcy or representative of the Company's or Participant's creditors.

Section 8.8 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.

Section 8.9 No liability.

No member of the Board or of the CNG Committee 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.

Section 8.10 Effective Date of the Plan.

The Plan was approved by the Board and shall take effect on July 10, 2018.

**ADDENDUM FOR U.S. PARTICIPANTS
MAV BEAUTY BRANDS INC.
OMNIBUS LONG-TERM INCENTIVE PLAN**

The provisions of this Addendum apply to Awards held by a U.S. Participant. All capitalized terms used in this Addendum but not defined in Section 1 below have the meanings attributed to them in the Plan. The Section references set forth below match the Section references in the Plan. This Addendum shall have no other effect on any other terms and provisions of the Plan except as set forth below.

1. Definitions

“**cause**” has the meaning attributed under Section 3.8(1)(a) of the Plan, provided however that the Participant has provided the Company (or applicable Subsidiary) with written notice of the acts or omissions constituting grounds for “cause” within 90 days of such act or omission and the Company (or applicable Subsidiary) shall have failed to rectify, as determined by the Board acting reasonably, any such acts or omissions within 30 days of the Company’s (or applicable Subsidiary’s) receipt of such notice.

“**Separation from Service**” means, with respect to a U.S. Participant, any event that may qualify as a separation from service under Treasury Regulation Section 1.409A-1(h). A U.S. Participant shall be deemed to have separated from service if he or she dies, retires, or otherwise has a termination of employment as defined under Treasury Regulation Section 1.409A-1(h).

“**Specified Employee**” has the meaning set forth in Treasury Regulation Section 1.409A-1(i).

2. Section 3.4 is deleted in its entirety and replaced with the following:

“Subject to Section 7.2, each Option must be exercised no later than ten (10) years after the date the Option is granted or such shorter period as set out in the Participant’s Option Agreement, at which time such Option will expire (the “**Expiry Date**”). Notwithstanding any other provision of the Plan, each Option that would expire during or within ten (10) Business Days immediately following a Black-Out Period shall expire on the date that is ten (10) Business Days immediately following the expiration of the Black-Out Period.”

3. Section 5.4 is deleted in its entirety and replaced with the following:

“The vesting determination date means the date on which the Board determines if the Performance Criteria and/or other vesting conditions with respect to a RSU and/or PSU have been met (the “**Share Unit Vesting Determination Date**”), and as a result, establishes the number of RSUs and/or PSUs that become vested, if any.

Notwithstanding the foregoing, if the U.S. Participant vests in his or her Share Units pursuant to the Plan, within 30 days following such U.S. Participant’s Separation from Service and subject to Section 8.4, the Company shall (i) issue from treasury the number of Shares that is equal to the number of vested Share Units held by the U.S. Participant as at the U.S. Participant’s Separation from Service (rounded down to the nearest whole number), as fully paid and non-assessable

Shares, (ii) deliver to the U.S. Participant an amount in cash (net of the applicable tax withholdings) equal to the number of vested Share Units held by the U.S. Participant as at the U.S. Participant's Separation from Service multiplied by the Market Value as at such date, or (iii) a combination of (i) and (ii). Upon settlement of such Share Units, the corresponding number of Share Units shall be cancelled and the U.S. Participant shall have no further rights, title or interest with respect thereto."

4. No Acceleration

With respect to any Award held by a U.S. Participant that is subject to Code Section 409A, the acceleration of the time or schedule of any payment except as provided under the Plan (including this addendum) is prohibited, except as provided in regulations and administrative guidance promulgated under Code Section 409A.

5. Code Section 409A

Each grant of Share Units to a U.S. Participant is intended to be exempt from Code Section 409A. However, to the extent any Award is subject to Section 409A, then

- (a) all payments to be made upon a U.S. Participant's Termination Date shall only be made upon a Separation from Service.
- (b) if on the date of the U.S. Participant's Separation from Service the Company's shares (or shares of any other Company that is required to be aggregated with the Company in accordance with the requirements of Code Section 409A) is publicly traded on an established securities market or otherwise and the U.S. Participant is a Specified Employee, then the benefits payable to the Participant under the Plan that are payable due to the U.S. Participant's Separation from Service shall be postponed until the earlier of the originally scheduled date and six months following the U.S. Participant's Separation from Service. The postponed amount shall be paid to the U.S. Participant in a lump sum within 30 days after the earlier of the originally scheduled date and the date that is six months following the U.S. Participant's Separation from Service. If the U.S. Participant dies during such six month period and prior to the payment of the postponed amounts hereunder, the amounts delayed on account of Code Section 409A shall be paid to the U.S. Participant's estate within 60 days following the U.S. Participant's death.

If any provision of the Plan contravenes Code Section 409A or could cause the U.S. Participant to incur any tax, interest or penalties under Code Section 409A, the Board may, in its sole discretion and without the U.S. Participant's consent, modify such provision to: (i) comply with, or avoid being subject to, Code Section 409A, or to avoid incurring taxes, interest and penalties under Code Section 409A; and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the U.S. Participant of the applicable provision without materially increasing the cost to the Company or contravening Code Section 409A. However, the Company shall have no obligation to modify the Plan or any Share Unit and does not guarantee that Share Units will not be subject to taxes, interest and penalties under Code Section 409A.

APPENDIX "A"

FORM OF OPTION AGREEMENT

MAV BEAUTY BRANDS INC.

OPTION AGREEMENT

This Stock Option Agreement (the "**Option Agreement**") is granted by MAV Beauty Brands Inc. (the "**Company**"), in favour of the optionee named below (the "**Optionee**") pursuant to and on the terms and subject to the conditions of the Company's Omnibus Long-Term Incentive Plan (the "**Plan**"). Capitalized terms used and not otherwise defined in this Option Agreement shall have the meanings set forth in the Plan.

The terms of the option (the "**Option**"), in addition to those terms set forth in the Plan, are as follows:

1. **Optionee.** The Optionee is ● and the address of the Optionee is currently ●.
2. **Number of Shares.** The Optionee may purchase up to ● Shares of the Company (the "**Option Shares**") pursuant to this Option, as and to the extent that the Option vests and becomes exercisable as set forth in section 6 of this Option Agreement.
3. **Exercise Price.** The exercise price is Cdn \$● per Option Share (the "**Exercise Price**").
4. **Date Option Granted.** The Option was granted on ●.
5. **Expiry Date.** The Option terminates on ●. (the "**Expiry Date**").
6. **Vesting.** The Option to purchase Option Shares shall vest and become exercisable as follows:

●
7. **Exercise of Options.** In order to exercise the Option, the Optionee shall notify the Company in the form annexed hereto as Schedule "A", whereupon the Company shall use reasonable efforts to cause the Optionee to receive a certificate representing the relevant number of fully paid and non-assessable Shares in the Company.
8. **Transfer of Option.** The Option is not-transferable or assignable except in accordance with the Plan.
9. **Inconsistency.** This Option Agreement is subject to the terms and conditions of the Plan and any Employment Agreement and, in the event of any inconsistency or contradiction between the terms of this Option Agreement and the Plan or any Employment Agreement, the terms of the Employment Agreement shall govern.
10. **Severability.** Wherever possible, each provision of this Option Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Option Agreement is held to be invalid, illegal or unenforceable in any

respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Option Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **Entire Agreement.** This Option Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
12. **Successors and Assigns.** This Option Agreement shall bind and enure to the benefit of the Optionee and the Company and their respective successors and permitted assigns.
13. **Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof.
14. **Governing Law.** This Agreement and the Option shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
15. **Counterparts.** This Option Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this Agreement, the Optionee acknowledges that the Optionee has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Option Agreement as of the ____ day of _____, 20__.

MAV BEAUTY BRANDS INC.

By: _____

Name:

Title:

Witness

[Insert Participant's Name]

SCHEDULE "A"
ELECTION TO EXERCISE STOCK OPTIONS

TO: MAV BEAUTY BRANDS INC. (the "Company")

The undersigned Optionee hereby elects to exercise Options granted by the Company to the undersigned pursuant to an Award Agreement dated _____, 20__ under the Company's Omnibus Long-Term Incentive Plan (the "**Plan**"), for the number Shares set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

Number of Shares to be Acquired: _____

Exercise Price (per Share): Cdn.\$ _____

Aggregate Purchase Price: Cdn.\$ _____

Amount enclosed that is payable on account of any source deductions relating to this Option exercise (contact the Company for details of such amount):

Cdn.\$ _____

Or check here if alternative arrangements have been made with the Company;

and hereby tenders a certified cheque, bank draft or other form of payment confirmed as acceptable by the Company for such aggregate purchase price, and, if applicable, all source deductions, and directs such Shares to be registered in the name of _____
_____.

I hereby agree to file or cause the Company to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to exercise my Options is irrevocable.

DATED this ____ day of _____, _____.

Signature of Participant

Name of Participant (Please Print)

SCHEDULE "B"
SURRENDER NOTICE

TO: MAV BEAUTY BRANDS INC. (the "Company")

The undersigned Optionee hereby elects to surrender _____ Options granted by the Company to the undersigned pursuant to an Award Agreement dated _____, 20__ under the Company's Omnibus Long-Term Incentive Plan (the "**Plan**") in exchange for Shares as calculated in accordance with Section 3.7(3) of the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

Amount enclosed that is payable on account of any source deductions relating to this surrender of Options (contact the Company for details of such amount):

Cdn.\$ _____

Or check here if alternative arrangements have been made with the Company

Please issue a certificate or certificates representing the Shares in the name of _____.

I hereby agree to file or cause the Company to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to exercise my Options is irrevocable.

DATED this ____ day of _____, _____.

Signature of Participant

Name of Participant (Please Print)

