CODE OF BUSINESS CONDUCT & ETHICS

1. Purpose of this Code

1.1 This Code of Business Conduct and Ethics ("**Code**") is intended to document the principles of conduct and ethics to be followed by all consultants, employees (including full-time, part-time, temporary, seasonal and casual employees), officers, management, directors, and advisers (collectively, "**Representative**") of NEXE Innovations Inc. (the "**Company**"). Its purpose is to deter wrongdoing and to:

(a) promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;

(b) promote avoidance of conflicts of interest, including disclosure to an appropriate person of any material transaction or relationship that reasonably could be expected to give rise to such a conflict;

(c) promote full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the securities regulators and in other public communications made by the Company;

(d) promote compliance with all Applicable Laws (as defined in Section 1.3);

(e) promote the prompt internal reporting to an appropriate person as required by this Code;

(f) promote accountability for adherence to this Code;

(g) provide guidance to Representatives to help them recognize and deal with ethical issues;

(h) provide mechanisms to report unethical conduct; and

(i) help foster the Company's culture of honesty and accountability.

1.2 Representatives are required to comply at all times with the principles in this Code. Violations of this Code will be considered wilful misconduct and/or disobedience and/or wilful neglect of duty and are grounds for disciplinary action up to, and including, immediate termination and possible legal prosecution.

1.3 For the purposes of this Code, "Applicable Laws" means the *Business Corporations Act* (British Columbia) (the "**Act**"), the *Securities Act* (British Columbia) and the securities laws and regulations, and rules in each of the other provinces of Canada, the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the securities regulators in each of the provinces of Canada, securities legislation in any other jurisdiction in which the Company's securities are traded, the rules and regulations of the TSX Venture Exchange or any other stock exchange on which the Company's securities are listed and all such other local and foreign laws and regulations that govern the Company and its business.

2. Application

2.1 This Code applies to all Representatives. All Representatives are required to conduct themselves, at all times, in accordance with this Code. By signing below, Representatives agree to be bound by the terms of this Code, and are expected to be familiar with the provisions of this Code, to adhere to the principles and procedures set out in this Code, and to comply with both the letter and the spirit of this Code, as may be amended from time to time. Failure to comply with this Code will be considered wilful misconduct and/or disobedience and/or wilful neglect of duty and will be cause for disciplinary action, up to and including immediate termination.

3. Compliance with Law

3.1 The Company and all Representatives are required to adhere to the standards and restrictions imposed by all Applicable Laws at all times. Representatives are prohibited from taking any action on behalf of the Company that the Representative member knows (or ought to know) or have reason to suspect violates any Applicable Laws or could be perceived as improper, unethical or indicate a casual attitude towards compliance with such Applicable Laws. Representatives will also not assist any third party in violating any Applicable Laws or acquiesce in any such violation.

3.2 No Representative shall commit or condone an illegal act or instruct another Representative to do so.

3.3 Representatives are expected to be familiar with any legislation including all Applicable Laws that applies to their circumstances and shall recognize potential liabilities, seeking advice where appropriate.

3.4 If it is unclear as to whether any proposed course of action will result in a violation of Applicable Laws a Representative will not take any such action unless such action has been approved by the responsible executive officer on the advice of legal counsel. For consultants of the Company, reference to an "immediate supervisor", "executive officer", or "Chair" in this Code shall mean the consultant's primary point of contact at the Company.

4. Conflicts of Interest

4.1 For the purposes of this Code, the following terms have the following meanings:

(a) A "**Conflict of Interest**" occurs when a Person's private interest interferes - or even appears to interfere - with the interests of the Company as a whole. Conflicts of Interest arise where a Representative has a Personal Interest or Financial Interest (each as defined below) which may be in conflict with or may influence the exercise of their obligations or responsibilities in their roles with the Company, or which may undermine the confidence of the Company's securityholders and the other stakeholders of the Company and the public (collectively, the "**Stakeholders**") in the Person's ability to fulfill their duties with the Company. A Conflict of Interest includes, but is not limited to circumstances where a Representative's Personal Interest and/or Financial Interest is in competition with their obligation(s) to act in the best interest of the Company or where such Representative member has a Personal Interest and/or Financial Interest in the same subject matter as the Company.

(b) "**Disclosable Interest**" shall have the same meaning as in the Act.

(c) "**Financial Interest**" includes but is not limited to the following: (i) financial benefit or advantage whether personal or business; (ii) being a party, or having a material interest in a Person who is a party, to a material contract; and (iii) a corporate opportunity of which the Person learns in advance of others by reason of being Representative.

(d) "**Material Conflict**" includes any existing or proposed contract, transaction, arrangement, or resolution to which the Company or any affiliate is or may be a party and any discussion or decision concerning such a contract, transaction, arrangement or resolution, or any dispute between the Company and another Person.

(e) "**Other Party**" means a Person of which the director or officer is a director or officer or in which the director or senior officer has a material interest.

(f) "**Person**" means an individual, company or other organization with legal personality wherever or however incorporated, a partnership, a trust, a joint venture or an unincorporated association or organization.

(g) "**Personal Interest**" includes but is not limited to the following: (i) enhancement of position; (ii) social or political gain; (iii) external affiliations or activities; and (iv) a duty owed as a director, officer, elected official, associate or employee of a Person (including a shareholder) contracting or transacting with, proposing to contract or transact with, or engaging in a dispute with, the Company or which otherwise has an interest in a particular matter.

(h) "**Relatives**" means a father, mother, spouse, sister, brother, child, step-child, ward, mother-in-law, father-in-law, sister-in-law, or brother-in-law of a Representative.

4.2 Each director and officer of the Company has a fiduciary duty to act in the best interests of the Company at all times. The Act requires that every director and officer in exercising their powers and discharging their duties must act honestly and in good faith, exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances and act in the best interests of the Company.

4.3 Other Representatives owe the Company a duty of loyalty as a result of their relationship with the Company. Representatives shall perform the responsibilities of their positions on the basis of what is in the best interests of the Company and free from the influence of material personal considerations and relationships. Representatives shall avoid situations where their Personal Interest could conflict with, or appear to conflict with, the interests of the Company and its Stakeholders. The requirement of freedom from Conflict of Interest applies with equal force to Relatives of Representative.

4.4 Guidelines

(a) Representatives must avoid situations that result or appear to result in a direct or indirect Conflict of Interest with the Company.

(b) Representatives must at all times act honestly, in good faith and in the best interests of the Company and its Stakeholders as a whole, in the manner prescribed by the Act, this Code, the Company's policies and otherwise in accordance with Applicable Laws.

(c) Representatives must base their decisions on a proper consideration of the overall good of the Company and its Stakeholders as a whole and not solely the interests of a particular shareholder.

(d) Representatives must be committed to the purposes of the Company and must base their decisions and take such action as necessary to support and further those purposes.

(e) Representatives must strive to ensure that they do not place themselves in a position of Conflict of Interest where their duty to the Company conflicts with their own Personal Interest or with their duty to another Person.

(f) Representatives shall immediately or as soon as practicable, declare to their immediate supervisor and the Chief Executive Officer and/ or President (the "**CEO**"), or if the individual is an officer or director of the Company, the chair (the "**Chair**") of the board of directors (the "**Board**"), in accordance with this Code, any direct or indirect Personal Interest and/or Financial Interest (including a Personal Interest or Financial Interest of Relatives) which may constitute a real or potential Conflict of Interest and may not act with respect to such matter unless approved in accordance with this Code.

(g) Representatives shall not communicate or otherwise use any information that was obtained in their capacity as a Representative or to further or to seek to further their direct or indirect Personal Interest and/or Financial Interest (including a Personal Interest or Financial Interest of Relatives) unless such information is available to the general public.

4.5 While it is not possible to detail every situation where Conflicts of Interest may arise, the following policies cover the areas that have the greatest potential for conflict:

(a) Transactions in Company Securities

Transactions in securities and the securities industry are regulated by Applicable Laws and the Company's Securities Trading Policy. Violation of Applicable Laws may lead to civil and criminal actions against the Person and the Company. All Representative must take all steps to be in compliance with such Applicable Laws and in order to do so will adhere to the Securities Trading Policy.

(b) Personal or Financial Interest

Representatives should avoid any outside Financial Interests which might influence their corporate decisions or actions. The following is a list of example situations in which a Conflict of Interest arises and a disclosure of such Conflict of Interest must be made in accordance with Section 4.6 below:

(i) Representatives whose corporate duties bring them into business dealings with a business in which they or their Relatives have a Financial Interest in or to which they or a member of their family has an indebtedness to, or a business employing Relatives or a close friend;

(ii) Representatives may not perform work or services for an organization doing or seeking to do business with the Company without appropriate prior written approval;

(iii) Representatives may not be a director, officer, partner, employee or consultant of an organization doing or seeking to do business with the Company, nor may they permit their name to be used in any way indicating a business connection with such an organization, without appropriate prior written approval. Notwithstanding the foregoing, Representatives may also be a director, officer, partner, employee or consultant with an organization in which the Company holds an interest, if such role has been pre-approved by the Chair in writing, or in which the Company has the right to nominate a director, officer, partner, employee or consultant and such individual has been nominated to such role by the Company; and

(iv) Representatives shall not accept for themselves, or for the benefit of any Relatives or friend, any payments, loans, services, favours involving more than ordinary social amenity, or gifts of more than nominal value from any organization doing or seeking to do business with the Company, except in accordance with this Code and within normal business practices.

(c) Outside Activities

Representatives should avoid outside activities which would impair the effective performance of their responsibilities to the Company, either because of demands on their time, or because the outside activities are contrary to their obligations to the Company.

(d) Protection and Proper Use of Company Assets

Representatives have an obligation to protect the Company's assets, including opportunity, information, and the Company's name, and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Company's profitability. All of the Company's assets must be used only for legitimate business purposes and not for personal use.

The obligation of Representatives to protect the Company's assets includes its proprietary information. Proprietary information includes intellectual property such as business, marketing and corporate development information, plans, engineering and all technical information, databases, records, customer and supplier lists, salary information and any unpublished financial or technical data and reports. Unauthorized use or distribution of this information would violate this Code. It could also be illegal and result in civil or even criminal penalties.

(e) Corporate Opportunities

Representatives will not (a) take for themselves personally opportunities that are discovered through the use of Company property, information, or position; (b) use Company property, information, or position for personal gain; or (c) compete with the Company, in a manner which conflicts with fiduciary and other duties under the Act and other Applicable Laws. Officers and directors also owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

4.6 Procedures to Disclose Personal Interest or Financial Interest

Full disclosure assists the Company in resolving unclear situations and provides an opportunity to make arrangements to manage any conflicting interests before any difficulty arises. The following procedures should be used when disclosing, or deciding whether to disclose, a Conflict of Interest.

(a) If a potential Conflict of Interest arises and it involves employees, consultants, or advisers (a "**Non-Executive Representative**"), such Non-Executive Representative must immediately notify their immediate supervisor and the CEO in writing and no further action may be taken unless authorized in writing by the Non-Executive Representative's immediate supervisor and the CEO.

(b) If officers and directors have any direct or indirect Personal Interest and/or Financial Interest (including a Personal Interest or a Financial Interest of Relatives), which may constitute a real or potential Conflict of Interest, in a matter that is or will be before a meeting of the Board, they shall at or before such meeting, and in any event before the commencement of a discussion of the matter, disclose in writing that they have a Personal Interest and/or Financial Interest and shall refrain from participation in any discussions, deliberations and, if applicable, voting concerning such matter. Such officers and directors will excuse themselves from the meeting while the Board deliberates such matter. Such disclosure shall be recorded in the minutes of such meeting and in a conflict of interest register if such register is created and maintained by the Company.

(c) If a director is in doubt as to whether or not they have a direct or indirect Personal Interest and/or Financial Interest so as to create a real or potential Conflict of Interest, such directors shall, before a meeting of the Board held to discuss such matter, before the commencement of a discussion of such matter, disclose that they have a real or potential Conflict of Interest and shall thereupon leave the meeting. The remaining directors shall then decide, by a majority vote, whether or not there is a Conflict of Interest with respect to such matter and its decision on the matter is final. Such disclosure and the decision of the meeting shall be recorded in the minutes of such meeting. If the decision of the meeting is that the declaring such director does not have a Conflict of Interest, then they are entitled to return to and participate in the meeting, including the discussions, deliberation and, if applicable, voting concerning such matter.

(d) If the officers and directors who are making the disclosure under the foregoing Sections 4.6(b) or 4.6(c) is the chair of the meeting, they shall vacate that role and another director or officer shall be chosen in accordance with the Company's Articles to chair the meeting and shall preside over any discussion, deliberations and, if applicable, voting concerning such matter.

(e) If all of the directors have a disclosable interest in a contract or transaction, any or all of those directors may vote on a directors' resolution to approve the contract or transaction. However, this contract or transaction must also be approved by a special resolution of the shareholders who are aware of the nature and extent of the disclosable interest.

(f) Notwithstanding the aforementioned, directors and officers do not have a disclosable interest in, and may vote on or authorize, any resolution to approve a contract or transaction in which:

(i) both the Company and the Other Party to the contract or transaction are wholly owned subsidiaries of the same corporation;

(ii) the Company is a wholly owned subsidiary of the Other Party to the contract or transaction;

(iii) the Other Party to the contract or transaction is a wholly owned subsidiary of the Company;.

(iv) the contract or transaction is an arrangement by way of security granted by the Company for money loaned to, or obligations undertaken by, the director or officer, or a person in whom the director or officer has a material interest, for the benefit of the Company or an affiliate of the Company;

(v) the contract or transaction relates to director and officer indemnification and insurance;

(vi) the contract or transaction relates to the remuneration of the director or senior officer in that person's capacity as director, officer, employee or agent of the Company or of an affiliate of the Company;

(vii) the contract or transaction relates to a loan to the Company, and the director or officer, or a person in whom the director or senior officer has a material interest, is or is to be a guarantor of some or all of the loan; or

(viii) the contract or transaction has been or will be made with or for the benefit of a corporation that is affiliated with the Company and the director or senior officer is also a director or senior officer of that corporation or an affiliate of that corporation.

5. Fair Dealing

5.1 Representatives should endeavour to deal fairly with the Stakeholders, customers, clients, service providers, suppliers, competitors, consultants, and employees. In all such dealings, Representatives shall comply with all Applicable Laws and not take any actions that would bring into question the integrity of the Company or any of its employees. No Representative should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any unfair dealing practice.

6. Competitive Practices

6.1 The Board firmly believes that fair competition is fundamental to continuation of the free enterprise system. The Company complies with and supports laws of all countries which prohibit restraints of trade, unfair practices, or abuse of economic power.

6.2 The Company will not enter into arrangements which unlawfully restrict its ability to compete with other businesses, or the ability of any other business organization to compete freely with the Company. Representatives are prohibited from entering into, or even discussing, any such unlawful arrangement or understanding.

6.3 These principles of fair competition are basic to all the Company's operations and are integral parts of the following sections of this Code that address the Company's dealings with suppliers and public officials.

7. Dealing with Suppliers

7.1 The Company is a valuable customer for many suppliers of goods, services, and facilities. People who want to do business, or to continue to do business, with the Company must understand that all purchases by the Company will be made exclusively on the basis of price, quality, service, and suitability to the Company's needs.

7.2 Purchases of goods and services by the Company must not lead to Representatives, or their Relatives, receiving any type of personal kickbacks or rebates. Neither a Representative nor their Relatives may accept any form of "under-the-table" payment.

7.3 Even when gifts and entertainment are exchanged out of the purest motives of personal friendship, they can be misunderstood. They can appear to be attempts to bribe the Representatives into directing business of the Company to a particular supplier. To avoid both the reality and the appearance of improper relations with suppliers or potential suppliers, the following standards will apply to the receipt of any gifts and entertainment by a Representative:

(a) Gifts

(i) Representatives are prohibited from soliciting gifts, gratuities, discounts, or any other personal benefit or favor of any kind from suppliers or potential suppliers. Gifts include not only merchandise and products but also personal services and tickets to sports or other events or similar client development gifts or services. Representatives are prohibited from accepting gifts of money.

(ii) The Company acknowledges however that as part of normal good business relationships, suppliers and potential suppliers may offer tickets to sports and other events, meals and other forms of normal client development gifts or services. Representatives may accept unsolicited non-monetary gifts provided:

(1) they are items of nominal intrinsic value;

(2) they are appropriate and customary client development gifts for the industry, and they may not reasonably be considered extravagant for such employee, consultant, officer, or director; and

(3) they are advertising and promotional materials, clearly marked with the Company or brand names.

(iii) Any gift falling outside of the above guidelines must be reported to the CEO prior to acceptance of the gift and the CEO will determine whether it can be accepted.

(iv) Where the CEO has determined that a gift cannot be accepted or a gift does not comply with this Code and the gift cannot be returned or may adversely affect the Company's continuing business relationships, the CEO must be notified. The CEO may permit the retaining of such gifts or may require a Representative to transfer ownership of such gifts to the Company.

(v) In the transaction of some international business, it is lawful and customary for business leaders in some countries to give unsolicited gifts to a Representative. These gifts may be of more than nominal value. Moreover, under the circumstances, returning the gifts or payment for them may constitute an affront to the giver. Provided that the giving of such gifts applies with all applicable local laws and Applicable Laws, including the CFPOA and the FCPA (as defined below) the CEO may permit the retaining of such gifts or may require Representative to transfer ownership of such gifts to the Company.

(b) Entertainment

(i) Representatives shall not encourage or solicit entertainment from any individual or company, including, but not limited to, activities such as dining, attending sporting or other special events and travel.

(ii) From time-to-time Representatives may accept unsolicited entertainment, but only under the following conditions:

(1) the entertainment occurs infrequently;

(2) it arises out of the ordinary course of business;

(3) it involves reasonable expenditures (the amounts involved should be roughly equivalent to the amount such Representative is accustomed to normally spending for their own business or personal entertainment); and

(4) the entertainment takes place in settings that also are reasonable, appropriate, and fitting to the Representative, their hosts, and their business at hand.

8. Anti-Bribery and Anti-Corruption

8.1 The Company and Representatives are required to comply with Canada's *Corruption of Foreign Public Officials Act* (the "**CFPOA**"), the *U.S. Foreign Corrupt Practices Act* (the "**FCPA**") and any local anti-bribery or anti-corruption laws that may be applicable.

8.2 The terms "corruption" and "bribery" are not specifically defined in either the CFPOA or the FCPA. For the purposes of this Code, "corruption" is considered the misuse of public power for private profit, or the misuse of entrusted power for private gain and "bribery" is considered the direct or indirect offer, promise, or payment of cash, gifts, loans, advantages, benefits or even excessive entertainment or an inducement of any kind offered or given to a person in a position of trust to influence that person's views or conduct or to obtain an improper advantage. Bribery and corruption can take many forms, including the provision or acceptance of:

(a) cash payments;

(b) phony jobs or "consulting" relationships;

(c) kickbacks;

(d) political or charitable contributions, donations or sponsorships;

(e) social benefits;

(f) gifts, travel, hospitality, and reimbursement of expenses;

(g) employment opportunities or internships;

(h) procurement and service contracts;

(i) excessive discounts or rebates;

(j) non-arm's length loans, forgiveness of debt or other transactions; and

(k) facilitation payments (made to secure or speed up routine actions or otherwise induce public officials or other third parties to perform routine functions they are otherwise obligated to perform).

8.3 Representatives are strictly prohibited from offering, paying, promising, or authorizing any payment or other benefit to a government official (including employees of a government or a state-owned entity, political parties, and candidates for political office and any foreign or domestic official or person doing business in the private sector) or any other person, directly or indirectly, through or to a third party for the purpose of (i.e., in exchange for):

(a) causing the person to act or fail to act in a certain manner in the performance of their duties;

(b) causing the person to act or fail to act in violation of a legal duty; or

(c) securing an improper advantage, contract, or concession, for the Company or any other party.

8.4 The Company is required to maintain accurate books and records and internal controls necessary to prevent bribery or inaccurate record keeping. Accordingly, it is important to ensure that Representatives provide to the CEO all relevant information in order for the books and records of the Company to correctly reflect all payments and financial transactions involving the Company.

9. Gifts to Public Officials

9.1 Any gifts to public officials must comply with Section 8 of this Code.

9.2 A "public official" is any person who is employed by or is acting in an official capacity for a government, a department, agency or instrumentality of a government, or a public international organization. This includes elected or appointed persons who hold legislative, administrative or judicial positions such as politicians, bureaucrats, civil servants, and judges. It also includes persons who perform public functions such as professionals working for public health agencies, water authorities, planning officials and agents of public international organizations, such as the United Nations or World Bank. A public official may also include employees of government-owned or controlled businesses, including sovereign wealth funds and stated-owned utility companies. For example, if a government has an interest in a bank and exercises control over the activities of that bank, then the banking officials are likely to be considered public officials. Third-parties acting at the direction of these entities and individuals should also be considered public officials.

9.3 Domestic and foreign laws and regulations require the Company to be in contact with public officials on a wide variety of matters. Representatives who regularly make these contacts have special responsibilities for upholding the Company's good name.

9.4 Taking into consideration the restrictions and limitations in Section 8 above, when not prohibited by law, Representatives are allowed to give gifts to public officials where the presentation and acceptance of gifts is an established custom and a normal business practice. All such gifts shall be of reasonable value and the presentation approved in advance by the CEO. Moreover, such gifts must be presented in a manner that clearly identifies the Company and the occasion that warrants the presentation.

9.5 On special ceremonial occasions, as determined by the Board and as permitted by Applicable Laws, senior officers of the Company may publicly give gifts of more than nominal value to public institutions and public bodies. Such gifts can commemorate special events or milestones in the Company's history.

9.6 Taking into consideration the restrictions and limitations in Section 8 above, from time-to-time Representatives may entertain public officials, but only under the following conditions:

(a) it is legal and permitted by the entity represented by the official;

(b) the entertainment is not solicited by the public official;

(c) the entertainment occurs infrequently;

(d) it arises out of the ordinary course of business;

(e) it does not involve lavish expenditures, considering the circumstances; and

(f) the settings and types of entertainment are reasonable, appropriate, and fitting to the Company's employees, officers or directors, their guests, and the business at hand.

10. Political Activities and Contributions

10.1 Any political activity or contributions must comply with Section 8 of this Code.

10.2 Representatives are strictly prohibited from engaging in any lobbying activities on behalf of the Company without specific authorization.

10.3 Representatives are not permitted to use the Company's funds, facilities, or other assets, to support either directly or indirectly any political candidates or political parties, without advance authorization in writing from the Chair.

10.4 Representatives who participate in political activities must make every effort to ensure that they do not leave the impression that they speak or act for the Company.

10.5 The Company encourages Representatives to participate in political activities in their own time and at their sole expense. No corporate action, direct or indirect, will be allowed that infringes on the right of any Representative individually to decide whether, to whom, and in what amount, they will make personal political contributions. The same is true of volunteer political donations of personal service time, so long as it does not interfere with the working status of a Representative.

11. Equal Opportunity

11.1 The Company supports the principle that every individual must be accorded an equal opportunity to participate in the free enterprise system and to develop their ability to achieve their full potential within that system.

11.2 The Company is committed to diversity and inclusivity at all levels in its workplace. The Company has zero tolerance for workplace discrimination and harassment (including sexual harassment), acts of violence, threats of violence, acts of intimidation and hostility towards another person or group of persons. The Company is committed to creating an inclusive workplace that places high value on equality and fairness and respects the dignity of everyone. All Representatives must ensure that the Company maintains safe and respectful workplace environments, free of all forms of discrimination and sexual or personal harassment.

11.3 "Personal harassment" generally means any conduct whether verbal or physical that is discriminating in nature, based upon another person's race, colour, place of origin, religion/creed, marital status, family status, disability, age, sexual orientation or any other ground of discrimination prescribed by the applicable human rights legislation. It is discriminatory behaviour, directed at an individual that is unwanted or unwelcome and causes substantial distress in that person and serves no legitimate work-related purpose.

11.4 There shall be no discrimination against any Representative or applicant for employment based on race, colour, place of origin, religion/creed, marital status, family status, disability, age, sexual orientation or any other ground of discrimination prescribed by the applicable human rights legislation (unless demands of the position are prohibitive). All Representatives will be treated with equality during their employment or engagement without regard to their race, colour, place of origin, religion/creed, marital status, family status, disability, age, sexual orientation or any other ground of discrimination prescribed by the applicable human rights legislation, in all matters, including employment, upgrading, promotion, transfer, layoff, termination, rates of pay, selection for training and recruitment. The Company will strive to maintain a work environment free of discriminatory practice of any kind.

11.5 No Representative shall have any authority to engage in any action or course of conduct or to condone any action or course of conduct by any other Person which shall in any manner, directly or indirectly, discriminate or result in discrimination in the course of employment or engagement, termination of employment or engagement, or any related matter where such discrimination is, directly or indirectly, based on race, colour, place of origin, religion/creed, marital status, family status, disability, age, sexual orientation or any other ground of discrimination prescribed by the applicable human rights legislation.

11.6 Representatives must treat each other with professional courtesy and respect at all times and, without limiting the foregoing, shall not subject any other Representative member to unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct which might be construed as sexual in nature. Such conduct may constitute sexual harassment under Applicable Laws and may be the basis for legal action against the offending Representative and/or the Company.

11.7 Representatives must promptly report to their immediate supervisor or the CEO any harassment, accident, injury or unsafe equipment, practices, conditions, or violent behaviour. Reasonable measures will be taken to keep the identity of the Representative(s) involved confidential. Generally speaking, all alleged incidents will be thoroughly investigated by the lead human resource manager or, as it applies to a director, the Chair and the investigation will be documented by the Company and appropriate action will be taken and documented. Representatives must cooperate in any investigation.

12. Health, Safety, and Environmental Protection

12.1 The Company pays due regard to the health and safety of Representatives, the general public and to the state of the environment. The Company is subject to federal, provincial, state, and local workplace safety and environmental laws through various governmental agencies that regulate both safety of Representative and their exposure to conditions in the workplace. These laws often provide penalties both for the Company and executive personnel in case of violation. The Chief Operating Officer of the Company, or if there is no Chief Operating Officer, the CEO (the "**CEO**"), should always be consulted when necessary to understand or comply with such laws.

12.2 All Representatives have the right to work in an environment that is safe and healthy. In this regard, Representative must:

(a) comply strictly with the letter and spirit of applicable occupational, health and safety laws and the public policies they represent;

(b) follow work instructions or procedures on health and safety laws; and

(c) not engage in illegal or dangerous behaviour.

12.3 Should any Representative be faced with an environmental health issue or have a concern about workplace safety, they should promptly contact their immediate supervisor, or in the case of officers and directors, contact the CEO or Chair, as applicable.

13. Integrity of Records and Financial Information

13.1 As a public company, it is of critical importance that the Company's filings with the appropriate regulatory authorities be accurate and timely. Depending on their position with the Company, Representatives may be called upon to provide necessary information to ensure that the Company's public reports must contain full, true and plain disclosure of all material facts and be accurate and balanced. The Company expects Representatives to take this responsibility very seriously and to provide prompt accurate answers to inquiries related to the Company's public disclosure requirements.

13.2 The Company's financial records serve as a basis for managing the Company's business and are crucial for meeting obligations to employees, customers, investors, and others, as well as for compliance with regulatory, tax, financial reporting, and other legal requirements. The integrity of the Company's record keeping systems will be respected at all times. Representatives are forbidden to use, authorize, or condone the use of "off-the-books" bookkeeping, secret accounts, unrecorded bank accounts, "slush" funds, falsified books, or any other devices that could be utilized to distort records or reports of the Company's true operating results and financial condition or could otherwise result in the improper recordation of funds or transactions. Representatives who make entries into business records or who issue regulatory or financial reports have a responsibility to fairly present all information in a truthful, accurate and timely manner and not omit any necessary information. Representatives shall not exert any influence over, coerce, mislead or in any way manipulate or attempt to manipulate the auditors of the Company.

13.3 Authorized signatories of the Company are required to manually sign all financial documents, including, but not limited to, cheques and treasury orders, at the time of their approval. Authorized signatories of the Company shall not allow their signatures to be autofilled by anyone but themselves on any financial documents and no other Representative member shall do so.

13.4 The Company maintains all records in accordance with Applicable Laws regarding retention of business records. The term "business records" covers a broad range of files, reports, business plans, receipts, policies, and communications, including hard copy, electronic, audio recording, microfiche and microfilm files whether maintained at work or at home. The Company prohibits the unauthorized destruction of or tampering with any records, whether written or in electronic form, where the Company is required by law or government regulation to maintain such records or where it has reason to know of a threatened or pending investigation or litigation relating to such records.

14. Company Email

14.1 Any Representative who has access to a Company email address will conduct all Company-related correspondence exclusively through their Company email and will not use any other email account or text messaging service for such purpose.

15. Use of Agents and Non-Employees

15.1 Agents or other non-employees cannot be used to circumvent the law. Representatives will not retain agents or other representatives to engage in practices that run contrary to this Code. All agents and non-employees must agree, in writing, to be bound by this Code and all other Company policies in the same manner as an employee.

16. International Operations

16.1 Representatives operating outside of Canada have a special responsibility to know and obey the laws and regulations of countries where they act for the Company. Customs vary throughout the world, but Representative must diligently uphold the integrity of the Company in other nations.

17. Confidentiality

17.1 Representatives are expected to respect and maintain the confidentiality of information gained by virtue of their engagement with the Company [**and must comply with the Disclosure and Confidentiality Policy, as may be amended from time to time. Representative should review and become thoroughly familiar with the Disclosure and Confidentiality Policy and are encouraged to review the Disclosure and Confidentiality Policy throughout the year.**]

18. Accounting

All Representatives will read and agree to be bound by and comply with the Company's accounting and accurate financial reporting policies in place from time to time.

19. Compliance with the Code

(a) Initial Distribution

(i) All Representatives will receive a copy of the Code immediately after publication and any amendments.

(ii) Any newly hired Representatives will receive a copy of this Code at the time they are hired.

(b) Initial Verification

Upon receiving their copy of this Code, all Representatives will:

(i) become thoroughly familiar with this Code;

(ii) execute and deliver to the CEO the receipt and acknowledgement attached to this Code by the deadline specified by the CEO;

(iii) resolve any doubts or questions about this Code with their supervisors or the CEO; and

(iv) inform their supervisors and the CEO of any existing securities holdings or activities that might be, or appear to be, at variance with this Code, prepare written disclosures of such information, if requested, by supervisors or the CFO; and, if applicable, take steps to correct existing situations and bring securities holdings and activities into full compliance with this Code.

(c) Maintaining Compliance

(i) Representatives have the responsibility to maintain their understanding of this Code.

(ii) Supervisors have the responsibility to maintain an awareness on the part of their Representatives of the importance of adhering to this Code and for reporting deviations to management.

(iii) As requested by the Board or senior management, officers and directors need to re-certify their understanding of this Code and their compliance with this Code on an annual basis or more often if required by the Company, which may include executing a new receipt and acknowledgement.

(iv) Representatives must inform their supervisors or the CEO of any changes in their securities holdings or activities that might be, or appear to be, in noncompliance with this Code, prepare written disclosure of such information, if requested, and take steps to correct any such changes, if necessary, to bring such securities holdings and activities into full compliance with this Code. Such steps will be approved in writing and will be based on the written disclosures submitted by Representative.

(d) Audits of Compliance

(i) The Board will, or will designate a committee to, be responsible for monitoring compliance with this Code on an ongoing basis. From time to time, the Board will, without advance notice, review and analyze the conduct of the CEO, Chief Financial Officer, senior management and other Representatives to satisfy itself that these individuals are complying with this Code and are creating a culture of integrity throughout the Company.

20. Responsibility

20.1 Representatives must, at all times, adhere to the standards described in this Code and to the standards set out in the Company's policies, guidelines and all Applicable Laws, as may be amended from time to time.

20.2 This Code outlines a framework of guiding principles. As with any statement of policy, the exercise of judgment is required in determining the applicability of this Code to each individual situation.

20.3 It is the responsibility of all Representatives to read and understand this Code. Representative must comply with this Code in both letter and spirit. Ignorance of this Code will not excuse Representative from its requirements.

20.4 If a Representative member requires advice on a particular matter or suspect improper activities, such Representative member should seek clarification from the CEO or if such Representative is an officer or director, the Chair.

21. Whistleblowing and Reporting

21.1 Representatives must immediately report any actual or suspected violations or suspected violations of this Code or other Company policy by themselves or any other Representatives. Representatives must also immediately report any investigation or charge against such Representative member with respect to fraud, breach of fiduciary duty, wilful misconduct, criminal activity, or breach of applicable securities laws, whether or not related to his or her employment or other role with the Company. Failure to do so, or delay in doing so, will be considered wilful misconduct and/or disobedience and/or wilful neglect of duty and will have serious consequences for the Representative, up to and including immediate termination and possible prosecution.

21.2 Reports of violations should be made by Non-Executive Representatives to their immediate supervisor and to the CEO and by officers and directors to the Chair and to the CEO.

21.3 Representatives should have no fear of reprisal for any reporting. The Company will not allow retaliation for reports or complaints regarding suspected violations made in good faith, or for participating in good faith in any investigation of such reports or complaints. Open communication of issues and concerns without fear of retribution or retaliation is vital to the successful implementation of this Code. Acts of retaliation against the reporter or investigator must be reported immediately to their supervisor and the CEO, or to Chair and to the Chief Financial Officer if an officer or director. Inappropriate delay in reporting a suspected or discovered violation is itself a violation of this Code.

22. Enforcement

22.1 Generally speaking, after a report or complaint made under this Code is investigated, appropriate action will be taken if it is determined that there has been a violation. Any violation will be considered wilful misconduct and/or disobedience and/or wilful neglect of duty and management, or the Chair as the case may be, has the right to determine the appropriate disciplinary action for a violation up to and including immediate termination and litigation. All proposed disciplinary action is subject to review by senior management or with regard to officers and directors, the Chair.

22.2 Representatives should be aware that in addition to any disciplinary action taken by the Company, violations of certain provisions of this Code may require restitution and may lead to civil or criminal action against a Representative and any company involved.

22.3 Supervisors have the responsibility of taking remedial steps to correct any operating procedures that may contribute to violations of this Code.

22.4 The CEO may determine at any time that a Non-Executive Representative, has contravened this Code. If it is determined such employee has contravened this Code, the CEO may determine that such Non-Executive Representative should be terminated.

22.5 The Board may at any time determine by a majority vote that an officer has contravened this Code. If it is determined that such officer has contravened this Code, the Board may remove such officer in accordance with the Company's Articles and the Act.

22.6 The Board may at any time determine by a majority vote acting reasonably that a director has contravened this Code. If it is determined by the Board that such director has contravened this Code, the Board may (i) ask for the resignation of such director, (ii) determine not to nominate such director for election to the Board at the Company's next annual general meeting, or (iii) call a special meeting of shareholders at which the shareholders will be asked to approve by special resolution the removal of such director.

22.7 Where a Representative fails to disclose a direct or indirect Personal Interest or Financial Interest which may constitute a real or potential Conflict of Interest according to this Code or Applicable Laws, it may be cause for disciplinary action, up to and including termination.

22.8 Nothing in this Section 22 detracts from the obligations for disclosure found in Section 4.6 of this Code.

23. Amendment, Modification and Waiver

23.1 Management and the Board will periodically review this Code, in accordance with the Charter of the Board. This Code may be amended, modified, or waived by the Board, at its sole discretion, from time to time. The Company also reserves the right to interpret and amend this Code and any and all policies, procedures, and programs in its sole discretion as it deems appropriate. Representatives will be fully informed of any material revisions to this Code. Any modification or amendment to this Code shall not represent a material change to the terms of a Representative's engagement with the Company or represent a constructive dismissal by the Company.

23.2 The Board, in its sole discretion, may grant a specific, limited waiver of any provision of this Code if it is determined, based on information that the Board deems credible and persuasive, that such a limited waiver is appropriate under the specific circumstances and the facts in a given case. Each fact situation will be a separate case.

24. Commitment

24.1 To demonstrate its determination and commitment, the Company requires each Representative to review this Code periodically throughout the year and discuss with management any circumstances that may have arisen that could be an actual or potential violation of these ethical standards of conduct.

25. Effective Date

25.1 This Code was approved and adopted by the Board on January 13, 2022 and is and shall be effective and in full force and effect in accordance with its terms and conditions from and after such date.