



TRUSTBIX INC.

NOTICE OF

**ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS**

TO BE HELD MAY 15, 2026

and

MANAGEMENT INFORMATION CIRCULAR

**THIS MEETING WILL BE HELD IN PERSON AND VIA WEBCAST
PLEASE SEE NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS**

TrustBIX Inc.

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

NOTICE IS HEREBY GIVEN THAT an annual general and special meeting (the “Meeting”) of the shareholders (the “Shareholders”) of TrustBIX Inc. (the “Corporation”) will be held Friday, May 15, 2026 at 5:00 p.m. (Mountain time):

- in person at **the Main Board Room at 9650 20th Avenue NW, Edmonton, AB, T6N 1G1**; and
- via webcast using Microsoft Teams:
 - Link: <https://teams.microsoft.com/meet/25717313932354?p=FkvkVNdZFbZTEdVK2y>
 - Meeting ID: 257 173 139 323 54
 - Password: fW2if93P

for the following purposes:

1. to receive the audited consolidated financial statements of the Corporation for the year ended September 30, 2025, together with the auditor’s report thereon;
2. to set the number of Directors to be elected at three (3);
3. to elect the board of directors who will serve until the end of the next annual meeting of the Shareholders;
4. to appoint Kenway Mack Slusarchuk Stewart LLP, Chartered Professional Accountants, as auditors for the ensuing year and to authorize the directors to fix their remuneration;
5. to consider and, if deemed appropriate, to pass, with or without variation, a special resolution approving an amendment to the articles of the Corporation for a consolidation of all of the issued and outstanding common shares of the Corporation (“Common Shares”) on the basis of a consolidation ratio selected by the board of directors of the Corporation, in its sole direction, of up to twenty (20) pre-consolidation Common Shares for one (1) post-consolidation Common Share, as more particularly described in the accompanying information circular prepared for the purposes of the Meeting (the “Information Circular”);
6. to consider and, if deemed appropriate, to pass, with or without variation, by ordinary resolution of the disinterested Shareholders of the Corporation, a fixed 20% stock option plan of the Corporation;
7. to consider and, if deemed appropriate, pass an ordinary resolution to approve certain security-based compensation to non-arm’s length parties of the Corporation, subject to the approval of the TSX Venture Exchange and as more particularly described in the Information Circular; and
8. to transact such other business as may be properly brought before the Meeting.

Specific details of the matters proposed to be put before the Meeting are set forth in the Information Circular, which Information Circular forms part of this notice.

YOUR VOTE IS IMPORTANT. SHAREHOLDERS WHO ARE UNABLE TO ATTEND THE MEETING IN PERSON CAN VIRTUALLY ATTEND VIA WEBCAST BUT WILL NOT BE ABLE TO VOTE VIRTUALLY AT THE MEETING DUE TO THE INHERENT TECHNICAL LIMITATIONS AND CAPACITIES OF THE WEBCAST COMMUNICATION FACILITIES. THEREFORE, WE STRONGLY URGE AND ASK ALL SHAREHOLDERS WHO ARE ATTENDING THE MEETING BY WEBCAST TO VOTE THEIR COMMON SHARES WELL IN ADVANCE OF THE MEETING DATE VIA ONE OF THE FOLLOWING METHODS:

- **By dating and signing the enclosed Instrument of Proxy and mailing to or depositing it with the Registrar and Transfer Agent of the Corporation, c/o Odyssey Trust Company, Attn: Proxy Department, Suite 1100 – 67 Younge Street, Toronto, Ontario, M5E 1J8 (facsimile to 800-517-4553) not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment thereof.**
- **By internet at the following web site: <https://vote.odysseytrust.com>.**

Shareholders are cautioned that the use of mail to transmit proxies is at each Shareholder’s risk.

The Board of Directors of the Corporation has fixed the record date for the Meeting at the close of business on March 26, 2026 (the "Record Date"). Only Shareholders of the Corporation of record as at the date are entitled to receive notice of the Meeting. Shareholders of record will be entitled to vote those Common Shares included in the list of Shareholders entitled to vote prepared as at the Record Date, unless any such Shareholder transfers their Common Shares after the Record Date and the transferee of those Common Shares establishes that they own the Common Shares and demands, not later than the close of business on the date ten (10) days before the Meeting that the transferee's name be included in the list of Shareholders entitled to vote, in which case such transferee shall be entitled to vote such Common Shares.

DATED at Edmonton, Alberta, this 16th day of April, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "Nathaniel Mison"

Nathaniel Mison
Chair of the Board of Directors

TrustBIX Inc.

MANAGEMENT INFORMATION CIRCULAR

SOLICITATION OF PROXIES

This Management Information Circular is furnished in connection with the solicitation of proxies being made by the Management of TrustBIX Inc. (the "Corporation") for use at the Annual General and Special Meeting (the "Meeting") of the shareholders of the Corporation (the "Shareholders") to be held on Friday, May 15, 2026 at the time and place and for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation will be made primarily by mail, proxies may be solicited personally or by telephone by directors, officers and employees of the Corporation. All costs of this solicitation will be borne by the Corporation.

APPOINTMENT AND REVOCATION OF PROXIES

The individuals named in the accompanying form of proxy (the "Proxy") are directors or officers of the Corporation. **A SHAREHOLDER WISHING TO APPOINT SOME OTHER PERSON (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR THE SHAREHOLDER AND ON THE SHAREHOLDER'S BEHALF AT THE MEETING HAS THE RIGHT TO DO SO, EITHER BY INSERTING SUCH PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY AND STRIKING OUT THE TWO PRINTED NAMES, OR BY COMPLETING ANOTHER FORM OF PROXY.** A Proxy will not be valid unless it is completed, dated and signed and delivered to Odyssey Trust Company, Attn: Proxy Department, Suite 1100 – 67 Young Street, Toronto, Ontario, M5E 1J8 (facsimile to 800-517-4553) not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting.

A Shareholder who has given a Proxy may revoke it by an instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered to Odyssey Trust Company, Attn: Proxy Department, Suite 1100 – 67 Young Street, Toronto, Ontario, M5E 1J8 (facsimile to 800-517-4553), at any time up to and including the last business day preceding the day of the Meeting or any adjournment of it. **Only registered Shareholders have the right to revoke a Proxy. Non-Registered Holders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective Intermediaries to revoke the Proxy on their behalf.**

A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

NON-REGISTERED HOLDERS

Only registered Shareholders or duly appointed proxyholders are permitted to vote. Most Shareholders of the Corporation are "non-registered" Shareholders because the common shares of the Corporation (the "Common Shares") that they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares. More particularly, a person is not a registered Shareholder in respect of Common Shares which are held on behalf of the person (the "Non-Registered Holder") but which are registered either: (a) in the name of an intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIAs, RESPs, TFSAs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (CDS)) of which the Intermediary is a participant. In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators ("NI 54-101"), the Corporation has distributed copies of the Notice of Meeting, this Management Information Circular and the Proxy (collectively, the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders

Non-registered Shareholders should follow the directions of their intermediaries with respect to the procedures to be followed for voting their proxies. Non-registered Shareholders can also vote by the internet, as directed by their intermediaries. Generally, non-registered Shareholders will either be provided with (a) a request for voting instructions (the intermediary is required to send to the Corporation an executed proxy form completed in accordance with any voting instructions received by it); or (b) a proxy form executed by the intermediary but otherwise uncompleted (the

non-registered Shareholder may complete the proxy form and return it directly to the Corporation's share transfer agent).

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Common Shares, which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote, the Non-Registered Holder should strike out the names of the management proxyholders and insert the Non-Registered Holder's name in the blank space provided. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the Proxy or proxy authorization form is to be delivered.**

The Corporation is sending proxy-related materials directly to non-objecting beneficial owners under NI 54-101. Management of the Corporation does not intend to pay for Intermediaries to forward the meeting materials and voting instruction form to objecting beneficial owners under NI 54-101 and accordingly, an objecting beneficial owner will not receive the meeting materials unless the objecting beneficial owner's Intermediary assumes the cost of delivery.

EXERCISE OF DISCRETION

If the instructions in a Proxy are certain, the Common Shares represented thereby will be voted on any poll by the persons named in the Proxy, and, where a choice with respect to any matter to be acted upon has been specified in the Proxy, the Common Shares represented thereby will, on a poll, be voted or withheld from voting in accordance with the specifications so made.

Where no choice has been specified by the Shareholder, such Common Shares will, on a poll, be voted in accordance with the notes to the form of Proxy.

The enclosed form of Proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the persons appointed proxyholders thereunder to vote with respect to any amendments or variations of matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. At the time of the printing of this Management Information Circular, the management of the Corporation knows of no such amendment, variation or other matter which may be presented to the Meeting.

ATTENDING THE MEETING

The Meeting will be held in person at **the Main Board Room at 9650 20th Avenue NW, Edmonton, AB, T6N 1G1** and via webcast using Microsoft Teams (<https://teams.microsoft.com/meet/25717313932354?p=FkvkNdzFbZTEdVK2y>, Meeting ID: 257 173 139 323 54, Password: fW2if93P). Shareholders who held Common Shares on March 26, 2026 are entitled to receive notice and to vote on each of the matters set out in the Notice.

YOUR VOTE IS IMPORTANT. Shareholders who are unable to attend the Meeting in person can virtually attend the Meeting BUT WILL NOT BE ABLE TO VOTE AT THE VIRTUAL MEETING.

Therefore, we strongly urge and ask all Shareholders who are attending the Meeting virtually to vote their Common Shares well in advance of the meeting date by COMPLETING AND SIGNING THE ACCOMPANYING FORM OF PROXY so they are received not later than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment or adjournments thereof, as applicable, in order for such proxy to be used at the Meeting, or any adjournment or adjournments thereof. Shareholders should forward their form of proxy to Odyssey online or by mail as follows:

- You can vote your Common Shares online at the following web site: <https://vote.odysseytrust.com>.

To vote by the Internet, you will need to provide the 12 digit control number on your proxy.

- Complete, sign, date and return your proxy card to Odyssey Trust Company, Attn: Proxy Department, Suite 1100 – 67 Yonge Street, Toronto, Ontario, M5E 1J8 or by facsimile to 800-517-4553 not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment thereof.

Shareholders are cautioned that the use of mail to transmit proxies is at each Shareholder's risk.

RECORD DATE

The directors have fixed March 26, 2026 as the record date (the “**Record Date**”) for the determination of Shareholders entitled to receive notice of the Meeting. Only Shareholders of record on the Record Date are entitled to vote.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The holders of the Common Shares of record at the close of business on the Record Date are entitled to vote their Common Shares, on the basis of one vote for each Common Share held, at the Meeting. The Common Shares are the only class of shares entitled to vote.

As at March 26, 2026, of the Corporation’s unlimited number of authorized Common Shares, 139,209,330 Common Shares are issued and outstanding as fully paid and non-assessable.

The Corporation is not aware of any person or company that owns beneficially, directly or indirectly, or exercise control or direction over, 10% or more of the issued and outstanding Common Shares of the Corporation as at the date hereof.

MATTERS TO BE ACTED UPON AT THE MEETING

1. Receipt of the Financial Statements

The Corporation’s audited consolidated financial statements for the year ended September 30, 2025 (“Fiscal 2025”) and the auditors’ report thereon, will be received and considered at the Meeting. A copy of the Fiscal 2025 Financial Statements and Auditors’ Report and the Fiscal 2025 Managements’ Discussion and Analysis are available at www.sedarplus.ca.

2. Number of Directors

At the Meeting, Shareholders will be asked to fix the number of directors to be elected at the Meeting at three (3) members. **The persons designated in the enclosed Proxy, unless otherwise instructed, intend to vote IN FAVOUR of the recommendation to fix the number of directors at three (3) persons.**

3. Election of Directors

At the Meeting, the Shareholders of record as at the Record Date will be asked to elect three (3) nominees to serve as directors of the Corporation until the next annual general meeting of the Shareholders or until their respective successors have been appointed or elected. **The persons designated in the enclosed Proxy, unless otherwise instructed, intend to vote IN FAVOUR of the election of nominees listed herein.**

The term of office of each of the present directors expires at the Meeting. Edward Kent Power currently serves as a director of the Corporation and will not stand for re-election at the Meeting. The persons named below will be individually presented for election at the Meeting as management’s nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Shareholders or until his or her successor is elected or appointed, unless his or her office is earlier vacated in accordance with the Articles of the Corporation or with the provisions of the *Business Corporations Act* (Alberta) (the “Act”).

The following table sets out the names of the nominees for election as directors, the country in which each is ordinarily resident, all offices of the Corporation now held by each of them, their principal occupations, the period of time for which each has been a director of the Corporation, and the number of Common Shares of the Corporation or any of its subsidiaries beneficially owned by each, directly or indirectly, or over which control or direction is exercised, as at the Record Date.

Name and Municipality of Residence and Office Held, if any	Director Since	Principal Occupation During Past Five Years	Number of Common Shares Owned or Controlled Directly and Indirectly
Hubert Lau Edmonton, Alberta, Canada <i>President and Chief Executive Officer</i>	April 15, 2019	President and Chief Executive Officer of the Corporation since April 15, 2019, prior to which he was President of Ekota Central Ltd.	1,162,758 ⁽²⁾
Lap Shing (Andrew) Kao ⁽¹⁾ Hong Kong <i>Chair of the Audit Committee</i>	November 20, 2020	CFO and Executive Director of Hanbo Enterprises Limited (apparel supply chain services), Smart Chain Enterprises Limited (apparel supporting services) and InnoBlock Technology Limited (ESG consulting, blockchain, and carbon credit trading services)	1,772,500 ⁽³⁾
Nathaniel Mison ⁽¹⁾ Edmonton, Alberta, Canada <i>Chair of the Board</i>	April 14, 2023	<p>Nathan Mison is a Founding Partner of Diplomat Consulting. Diplomat is designed around relationship management, strategic thinking and execution through advocacy. Nathan has honed these skills by playing a role in emerging regulatory regimes in the cannabis, psilocybin, lab-grown meat, AI, and blockchain space. Nathan has been a founder of numerous successful initiatives such as Fire & Flower, IRCC, and Porkapalooza.</p> <p>Prior to Diplomat, Nathan owned Mison & Associates, a full-scale executive counsel and public affairs company. Nathan represented organizations like Northlands, DynaLife, and Alberta Pork during that time.</p> <p>Nathan has played a leadership role with the BC Chamber of Commerce, Alberta Chambers of Commerce, and is the Co-Chair of committees at the Ontario and Canadian Chamber of Commerce.</p> <p>He has a Bachelor of Arts in Political Science and Philosophy from the University of Alberta and has volunteered his time as the Past President of the Valley Zoo Development Society and is the co-founder of Politics on Tap.</p>	Nil ⁽⁴⁾

Notes:

- (1) Current member of Audit Committee. Following the Meeting, if the three nominees included in the table above are elected, each of the nominees will be appointed as a member of the Audit Committee.
- (2) Hubert Lau holds Options, directly and indirectly, for 5,200,000 Common Shares, which if exercised, the total number of Common Shares beneficially owned, directly or indirectly, by Mr. Lau would be 6,362,758 Common Shares.
- (3) Lap Shing (Andrew) Kao holds Options for 1,000,000 Common Shares, which if exercised, the total number of Common Shares beneficially owned, directly or indirectly, by Mr. Kao would be 2,772,500 Common Shares.
- (4) Nathaniel Mison holds Options, directly and indirectly, for 300,000 Common Shares, which if exercised, the total number of Common Shares beneficially owned, directly or indirectly, by Mr. Mison would be 300,000 Common Shares.

Except as set forth below, no director or Chief Executive Officer or Chief Financial Officer of the Corporation and, to the knowledge of the Corporation, no Shareholder holding a sufficient number of securities of the Corporation to materially affect its control is or was, in the 10 years preceding the date of this Management Information Circular, a director or executive officer of any company that was, while that person was acting in that capacity, (a) the subject of a cease trade or similar order or an order that denied any such company access to any exemption under securities legislation for a period of more than 30 consecutive days, or (b) subject to an event that resulted, after such person ceased to be a director or executive officer, in such company being the subject of any such order or (c) within a year of such person ceasing to act in that capacity, became bankrupt, made a proposal under any bankruptcy or insolvency related legislation 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.

The Chief Financial Officer, Mr. William Harper, was an executive officer of a corporation which, pursuant to an arm's length purchase agreement for the acquisition of the corporation by N Harris Computer Corporation (a wholly owned subsidiary of Constellation Software Inc. (TSX: CSU)), made a proposal under the *Bankruptcy and Insolvency Act* (Canada).

4. Appointment of Auditors

Kenway Mack Slusarchuk Stewart LLP, Chartered Professional Accountants ("**KMSS**"), are the current auditors of the Corporation. KMSS was first appointed as the independent auditors of the Corporation on April 7, 2022. At the Meeting, Shareholders will be requested to re-appoint KMSS as the independent auditors of the Corporation to hold office until the next annual general meeting of the Shareholders and to authorize the board of directors of the Corporation (the "Board of Directors") to fix the auditors' remuneration.

The persons designated in the enclosed Proxy, unless otherwise directed, intend to vote IN FAVOUR of the appointment of the firm of Kenway Mack Slusarchuk Stewart LLP, Chartered Professional Accountants, of Calgary, Alberta, as auditors of the Corporation to hold office until the next annual general meeting of the Shareholders and to authorize the Board of Directors to fix their remuneration.

5. Approval of Share Consolidation

At the Meeting, Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, a special resolution (the "Share Consolidation Resolution") authorizing the Board of Directors to elect, in its discretion, to direct the Corporation to file articles of amendment (the "**Articles of Amendment**") to amend the Corporation's articles in order to effect a consolidation (or reverse split) of the Corporation's issued and outstanding Common Shares into a lesser number of issued Common Shares (the "**Share Consolidation**"). The Share Consolidation Resolution will authorize the Board of Directors to:

- set the Share Consolidation ratio, at its sole direction, at a ratio of up to twenty (20) pre-consolidation Common Shares for one (1) post-consolidation Common Share (the "**Consolidation Ratio**"); and
- file the Articles of Amendment to give effect to the Share Consolidation at the Consolidation Ratio.

Background to and Reasons for the Share Consolidation

The Board of Directors believes that it is in the best interests of the Corporation to provide the Board of Directors with the flexibility to elect to reduce the number of outstanding Common Shares by way of the Share Consolidation. Some of the potential benefits of the Share Consolidation include:

- **Increased Investor Interest.** The current share structure of the Corporation may make it more difficult for the Corporation to attract additional equity financing that may be required or desirable to maintain the Corporation or to further develop its business. The Share Consolidation may have the effect of raising, on a proportionate basis, the price of the Common Shares, which could appeal to certain investors that find shares valued above certain prices to be more attractive from an investment perspective.
- **Reduced Volatility.** The higher anticipated price of the post-consolidation Common Shares may result in less volatility as a result of small changes in the share price of the Common Shares. For example, a nominal price movement will result in a less significant change (in percentage terms) in the market capitalization of the Corporation.

The Corporation believes that providing the Board of Directors with the authority to select within a range of Share Consolidation ratios provides the flexibility to implement the Share Consolidation in a manner intended to maximize the anticipated benefits of the Share Consolidation for the Corporation and the Shareholders.

If the requisite approvals are obtained and the Board of Directors elects to proceed with the Share Consolidation, the Share Consolidation will take place at a time to be determined by the Board of Directors, subject to the Act. No further action on the part of Shareholders would be required in order for the Board of Directors to implement the Share Consolidation. Shareholders will be notified and registered Shareholders will receive a letter of transmittal containing instructions for exchange of their share certificates in connection with the Share Consolidation. The special resolution

also authorizes the Board of Directors to elect not to proceed with, and abandon, the Share Consolidation at any time if it determines, in its sole discretion, to do so.

Following a vote by the Board of Directors to implement the Share Consolidation, the Corporation will file Articles of Amendment with the Registrar under the Act to amend the Corporation's articles. The Share Consolidation will become effective on the date shown in the certificate of amendment issued by the Registrar under the Act in connection with such Share Consolidation or such other date indicated in the Articles of Amendment.

Share Consolidation Resolution

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, approve the Share Consolidation Resolution authorizing the Board of Directors to elect, in its discretion, to file the Articles of Amendment giving effect to the Share Consolidation. The Share Consolidation Resolution is a special resolution and, as such, requires approval by not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person, or represented by proxy, at the Meeting. The full text of the Share Consolidation Resolution is as follows:

"BE IT RESOLVED, as a special resolution of the shareholders (the **"Shareholders"**) of TrustBIX Inc. (the **"Corporation"**), that:

1. the articles of the Corporation be amended to change the number of issued and outstanding common shares of the Corporation (the "Common Shares") by consolidating the issued and outstanding Common Shares on the basis of a ratio to be selected by the board of directors of the Corporation (the **"Board"**), in its sole direction, of up to twenty (20) pre-consolidation Common Shares for one (1) post-consolidation Common Share (the "Share Consolidation"), at a date in the future to be determined by the Board, in its sole discretion if and when the Board considers it to be in the best interests of the Corporation to implement such a Share Consolidation, all as more fully described in the management information circular of the Corporation dated April 16, 2026 (the **"Circular"**), and subject to all necessary stock exchange approvals;
2. the amendment to the articles of the Corporation giving effect to the Share Consolidation will provide that no fractional Common Shares will be issued but the number of Common Shares to be received by a Shareholder shall be rounded down to the nearest whole Common Share in the event that such Shareholder would otherwise be entitled to receive a fractional Common Share;
3. any director or officer of the Corporation be, and each of them is, hereby authorized and directed for and in the name of and on behalf of the Corporation to execute and deliver or cause to be executed and delivered the articles of amendment of the Corporation to the Registrar under the *Business Corporations Act (Alberta)* and to execute and deliver or cause to be executed and delivered all documents and to take any action which, in the opinion of that person, is necessary or desirable to give effect to this special resolution;
4. notwithstanding that this special resolution has been duly passed by the holders of the Common Shares, the Board may, in its sole discretion (including in the circumstances described in the Circular), revoke this special resolution in whole or in part at any time prior to its being given effect without further notice to, or approval of, the holders of the Common Shares; and
5. any one director or officer of the Corporation be, and each of them is, hereby authorized and directed for and in the name of and on behalf of the Corporation, to execute or cause to be executed, whether under corporate seal of the Corporation or otherwise, and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in order to carry out the terms of this resolution, such determination to be conclusively evidenced by the execution and delivery of such documents or the doing of any such act or thing."

The Board of Directors unanimously recommends a vote for the Share Consolidation Resolution. **The persons designated in the enclosed Proxy, unless otherwise directed, intend to vote IN FAVOUR of the Share Consolidation Resolution.**

Effects of the Share Consolidation

General

If the Share Consolidation is implemented, its principal effect will be to proportionately decrease the number of issued and outstanding Common Shares by a factor equal to the Consolidation Ratio. At the close of business on the Record Date, there were 139,209,330 Common Shares issued and outstanding. For illustrative purposes only, the following table sets forth, based on the number of Common Shares issued and outstanding as of the Record Date, the number of Common Shares that would be issued and outstanding (disregarding any resulting fractional Common Shares and subject to any issuances occurring after the Record Date) following the implementation of the Share Consolidation, at various consolidation ratios:

Share Consolidation Ratio	Common Shares Outstanding (Approximate)
10 pre-consolidation Common Shares for 1 post-consolidation Common Shares	13,920,933
20 pre-consolidation Common Shares for 1 post-consolidation Common Shares	6,960,466

The Corporation does not expect the Share Consolidation itself to have any economic effect on holders of Common Shares or securities convertible into or exercisable to acquire Common Shares, except to the extent the Share Consolidation will result in fractional Common Shares. See “*No Fractional Shares*” below.

The Share Consolidation will not affect the listing of the Common Shares on the TSX Venture Exchange. Following the Share Consolidation, it is expected that the Common Shares will continue to be listed on the TSX Venture Exchange under the symbol “TBIX”. Following the Share Consolidation, the Common Shares will be assigned new CUSIP and ISIN numbers.

Voting rights and other rights of the holders of Common Shares prior to the implementation of the Share Consolidation will not be affected by the Share Consolidation, other than as a result of the creation and disposition of fractional Common Shares as described below. For example, a holder of 2% of the voting power attached to the outstanding Common Shares immediately prior to the implementation of the Share Consolidation will generally continue to hold 2% of the voting power attached to the Common Shares immediately after the implementation of such Share Consolidation. The number of registered Shareholders is not expected to be affected by the Share Consolidation (except to the extent resulting from the elimination of post-consolidation fractional shares). For example, if the Consolidation Ratio is 50 pre-consolidation Common Shares per one (1) post-consolidation Common Share, a Shareholder that holds less than 50 pre-consolidation Common Shares may cease to hold any Common Shares following the Share Consolidation.

The exercise or conversion price and the number of Common Shares issuable under any outstanding convertible securities of the Corporation, including outstanding stock options and restricted share units, will be adjusted in accordance with their respective terms on the same basis as the Share Consolidation.

Effect on Beneficial Shareholders

Beneficial Shareholders (i.e. non-registered Shareholders) holding Common Shares through an intermediary (a securities broker, dealer, bank or financial institution) should be aware that the intermediary may have different procedures for processing the Share Consolidation than those that will be put in place by the Corporation for registered Shareholders. If Shareholders hold their Common Shares through an intermediary and they have questions in this regard, they are encouraged to contact their intermediaries.

Effect of the Share Consolidation on Convertible Securities

The exercise or conversion price and/or the number of Common Shares issuable under any of the Corporation’s outstanding convertible securities, including under outstanding stock options, warrants, rights, restricted share units and any other similar securities will be proportionately adjusted upon the implementation of the Share Consolidation, in accordance with the terms of such securities, based on the Consolidation Ratio.

Effect on Share Certificates

If the Share Consolidation is approved by Shareholders and subsequently implemented, those registered Shareholders who will hold at least one post-consolidation Common Share will be required to exchange the share certificates representing pre-consolidation Common Shares for share certificates representing post-consolidation Common Shares following the Share Consolidation or, alternatively, a Direct Registration System (“DRS”) Advice/Statement representing the number of post-consolidation Common Shares they hold following the Share Consolidation. The DRS is an electronic registration system which allows Shareholders to hold Common Shares in their name in book-based form, as evidenced by a DRS Advice/Statement, rather than a physical share certificate.

If the Share Consolidation is implemented, the Corporation (or its transfer agent) will mail to each registered Shareholder a letter of transmittal in connection with the Share Consolidation. Each registered Shareholder must complete and sign a letter of transmittal after the Share Consolidation takes effect. The letter of transmittal will contain instructions on how to surrender to the transfer agent the certificate(s) representing the registered Shareholder’s pre-consolidation Common Shares. The transfer agent will send to each registered Shareholder who follows the instructions provided in the letter of transmittal a share certificate representing the number of post-consolidation Common Shares to which the registered Shareholder is entitled rounded down to the nearest whole number or, alternatively, a DRS Advice/Statement representing the number of post-consolidation Common Shares the registered Shareholder holds following the Share Consolidation. Beneficial Shareholders (i.e. non-registered Shareholders) who hold their Common Shares through intermediaries (securities brokers, dealers, banks, financial institutions, etc.) and who have questions

regarding how the Share Consolidation will be processed should contact their intermediaries with respect to the Share Consolidation. See "*Effect on Beneficial Shareholders*" above.

Until surrendered to the transfer agent, each share certificate representing pre-consolidation Common Shares will be deemed for all purposes to represent the number of post-consolidation Common Shares to which the registered Shareholder is entitled as a result of the Share Consolidation. Until registered Shareholders have returned their properly completed and duly executed letter of transmittal and surrendered their share certificate(s) for exchange, registered Shareholders will not be entitled to receive any distributions, if any, that may be declared and payable to holders of record following the Share Consolidation.

Any registered Shareholder whose old certificate(s) have been lost, destroyed or stolen will be entitled to a replacement share certificate only after complying with the requirements that the Corporation and the transfer agent customarily apply in connection with lost, stolen or destroyed certificates.

The method chosen for delivery of share certificates and letters of transmittal to the Corporation's transfer agent is the responsibility of the registered Shareholder and neither the transfer agent nor the Corporation will have any liability in respect of share certificates and/or letters of transmittal which are not actually received by the transfer agent.

REGISTERED SHAREHOLDERS SHOULD NEITHER DESTROY NOR SUBMIT ANY SHARE CERTIFICATE UNTIL HAVING RECEIVED A LETTER OF TRANSMITTAL.

No Fractional Shares

No fractional Common Shares will be issued in connection with the Share Consolidation and no cash will be paid in lieu of fractional post-consolidation Common Shares. In the event that a Shareholder would otherwise be entitled to receive a fractional Share upon the occurrence of the Share Consolidation, such fraction will be rounded down to the nearest whole number. In calculating such fractional interest, all post-consolidation Common Shares held by a beneficial holder(s) shall be aggregated.

No Dissent Rights

Shareholders are not entitled to exercise any statutory dissent rights with respect to the Share Consolidation.

Accounting Consequences

If the Share Consolidation is implemented, net income or loss per Common Share, and other per Common Share amounts, will be increased because there will be fewer Common Shares issued and outstanding. In future financial statements, net income or loss per Common Share and other per Common Share amounts for periods ending before the Share Consolidation took effect would be recast to give retroactive effect to such Share Consolidation.

Exchange Approval

Assuming Shareholder approval is received at the Meeting, and assuming that the Board of Directors determines to proceed with the Share Consolidation, the Share Consolidation will be subject to acceptance by the TSX Venture Exchange, and confirmation that, on a post-Share Consolidation basis, the Corporation would meet all of the TSX Venture Exchange's applicable continuous listing requirements. If the TSX Venture Exchange does not accept the Share Consolidation, the Corporation will not proceed with the Share Consolidation.

Risks Associated with the Share Consolidation

Reducing the number of issued and outstanding Common Shares through the Share Consolidation is intended, absent other factors, to increase the market price of the Common Shares. However, the market price of the Common Shares will also be affected by the Corporation's financial and operational results, its financial position, including its liquidity and capital resources, the development of its operations, industry conditions, the market's perception of the Corporation's business and other factors, which are unrelated to the number of Common Shares outstanding.

The market price of the Common Shares immediately following the implementation of the Share Consolidation is expected to be approximately equal to the market price of the Common Shares prior to the implementation of such Share Consolidation multiplied by the Consolidation Ratio but there is no assurance that the anticipated market price immediately following the implementation of the Share Consolidation will be realized or, if realized, will be sustained or will increase. There is a risk that the total market capitalization of the Common Shares (the market price of the Common Shares multiplied by the number of Common Shares outstanding) after the implementation of the Share Consolidation may be lower than the total market capitalization of the Common Shares prior to the implementation of the Share Consolidation.

Although the Corporation believes that establishing a higher market price for the Common Shares could increase investment interest for the Common Shares in equity capital markets by potentially broadening the pool of investors that may consider investing in the Corporation, including investors whose internal investment policies prohibit or

discourage them from purchasing stocks trading below a certain minimum price, there is no assurance that implementing the Share Consolidation will achieve this result.

If the Share Consolidation is implemented and the market price of the Common Shares (adjusted to reflect the Consolidation Ratio) declines, the percentage decline as an absolute number and as a percentage of the Corporation's overall market capitalization may be greater than would have occurred if such Share Consolidation had not been implemented. Both the total market capitalization of a company and the adjusted market price of such company's shares following the Share Consolidation may be lower than they were before the Share Consolidation took effect. The reduced number of Common Shares that would be outstanding after the Share Consolidation is implemented could adversely affect the liquidity of the Common Shares.

The Share Consolidation may result in some Shareholders owning "odd lots" of fewer than 100 Common Shares on a post-consolidation basis. Odd lot Common Shares may be more difficult to sell, or may attract greater transaction costs per Common Share to sell, and brokerage commissions and other costs of transactions in odd lots may be higher than the costs of transactions in "round lots" of even multiples of 100 Common Shares.

Tax Considerations

SHAREHOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF THE SHARE CONSOLIDATION TO THEM, INCLUDING THE EFFECTS OF ANY CANADIAN OR U.S. FEDERAL, PROVINCIAL, STATE, LOCAL, FOREIGN AND/OR OTHER TAX LAWS.

6. Approval of Stock Option Plan

The Corporation adopted, on April 14, 2023, a 20% fixed stock option plan (the "Stock Option Plan") for senior officers, directors, consultants and employees of the Corporation. In accordance with the Stock Option Plan, the directors may reserve a maximum of 18,886,094 Common Shares for issuance. The criteria used to determine eligibility for granting option-based awards, including the term of each option and the vesting of each option, is at the discretion of the Board of Directors based upon the individual's level of responsibility, performance and comparative levels of compensation, and previous grants awarded. The Corporation is seeking Shareholder approval to replace the existing Stock Option Plan with a new stock option plan to permit the issuance of up to 27,841,866 Common Shares (pre-Share Consolidation), representing 20% of the 139,209,330 Common Shares issued and outstanding as at the date hereof (the "**2026 Stock Option Plan**"). Subject to approval of the 2026 Stock Option Plan, no further options will be granted under the Stock Option Plan.

A copy of the form of the 2026 Stock Option Plan is attached hereto as Appendix "A" and the highlights are as follows:

1. options may be granted to directors, employees, management company employees and consultants;
2. the exercise price of options granted shall be determined by the board of directors in accordance with the policies of the TSX Venture Exchange;
3. the aggregate number of Common Shares that may be available for issuance, from time to time, under the 2026 Stock Option Plan shall not exceed 27,841,866 or 20% of the issued and outstanding Common Shares as at the date hereof; no single participant may be issued options representing greater than five (5%) percent of the number of outstanding Common Shares in any 12 month period unless the Corporation has obtained disinterested shareholder approval; the number of Common Shares reserved under option for issuance to any one consultant of the Corporation may not exceed two (2%) percent of the number of outstanding Common Shares in any 12 month period;
4. the aggregate number of options granted to persons employed in investor relation activities must not exceed two (2%) percent of the outstanding Common Shares in any 12 month period unless the TSX Venture Exchange permits otherwise. Options issued to consultants providing investor relations services must vest in stages over 12 months with no more than one quarter of the options vesting in any three month period;
5. the Board of Directors may determine the term of the options, but the term shall in no event be greater than ten years from the date of issuance; and
6. terms of vesting of the options, the eligibility of directors, officers, employees, management company employees and consultants to receive options and the number of options issued to each participant shall be determined at the discretion of the Board of Directors, subject to the policies of the TSX Venture Exchange.

The text of the ordinary resolution which management intends to place before the Meeting for the approval of the 2026 Stock Option Plan by disinterested Shareholders is as follows:

“BE IT RESOLVED THAT:

1. the stock option plan of TrustBIX Inc. (the “Corporation”), under which the directors may allocate up to a maximum of 27,841,866 common shares of the Corporation (the “Common Shares”), being an amount equal to but not exceeding twenty percent (20%) of the Corporation's issued and outstanding Common Shares as at the date hereof, as described in the management information circular of the Corporation dated April 16, 2026 and substantially in the form attached as Appendix "A" thereto, be and it is hereby approved; and
2. any one or more of the directors or senior officers of the Corporation be and is hereby authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Corporation, or otherwise, all such documents and other writings as may be required to give effect to the true intent of this resolution.”

In order to be effective, the ordinary resolution approving the 2026 Stock Option Plan must be passed by a majority of the votes cast by disinterested Shareholders in respect of such resolution. If the resolution approving the 2026 Stock Option Plan is not approved by the disinterested Shareholders at the Meeting, then the 2026 Stock Option Plan will not become effective.

The Board of Directors unanimously recommends a vote for the resolution approving the 2026 Stock Option Plan. **The persons designated in the enclosed Proxy, unless otherwise directed, intend to vote IN FAVOUR of the resolution approving the 2026 Stock Option Plan.**

7. Approval of Security for Services to Non-Arm's Length Parties

At the Meeting, the Corporation's disinterested Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, a resolution, the text of which is set out below, approving the Security Based Compensation (as defined below) for services to certain non-arm's length parties to the Corporation.

In the event that the Security for Services Resolution (as defined below) is passed at the Meeting, the Corporation expects to enter into share compensation agreements with certain directors, officers and consultants (the “**Security for Services**”). Pursuant to the Security for Services, such directors, officers and consultants will receive, at the option of the Corporation, all or a portion of their fees for director services or management services, as applicable, for the period from June 1, 2026 to May 31, 2027 in Common Shares (the “**Security Based Compensation**”), with the remaining amount, if any, to be satisfied in cash. The Common Shares will be issued monthly and will be subject to a four month and one day hold period commencing upon the date of issuance.

Under the Security for Services, the deemed price per Common Share to be issued will be no less than the volume weighted average closing price of the Common Shares on the last five trading days of each month, provided that in any event the price will not be lower than the discount permitted under applicable TSX Venture Exchange policies. The total value of the Security for Services that the Corporation intends to issue is up to \$30,000 per month, for up to \$360,000 over the 12-month period. The issuance of the Security Based Compensation to certain directors and officers must be approved by the majority of disinterested Shareholders.

More specifically, section 6.2(k) of Policy 4.4 of the TSX Venture Exchange requires that an issuer obtain disinterested shareholder approval for the issuance of listed shares as compensation for services, outside of a security based compensation plan, to a Non-Arm's Length Party (as defined below) of the issuer or any of its affiliates for ongoing services, where the deemed value of the listed shares to be issued by the issuer exceeds \$5,000 per month per person or \$10,000 per month in the aggregate. Such disinterested shareholder approval must be obtained by obtaining approval of the majority of the votes cast by shareholders of the issuer excluding those votes beneficially owned by the recipients of shares and by associates and affiliates of the recipients.

Under the policies of the TSX Venture Exchange, a “Non-Arm's Length Party” in relation to a company includes: (i) a promoter, officer, director, other insider or control person of that company and any associates or affiliates of any of such persons; or (ii) another entity or an affiliate of that entity, if that entity or its affiliate have the same promoter, officer, director, insider or control person as the company.

The Security for Services is also subject to the TSX Venture Exchange's approval.

At the Meeting, disinterested Shareholders will be asked to consider, and, if deemed appropriate, approve, with or without variation, a resolution (the “**Security for Services Resolution**”) confirming and approving the Security Based Compensation. The text of the Security for Services Resolution is as follows:

“BE IT RESOLVED THAT:

1. the issuance of common shares to certain directors, officers and employees of TrustBIX Inc. (the “**Corporation**”) as compensation for all or a portion of their compensation for director services and management services, as applicable, for the period from June 1, 2026 to May 31, 2027 in accordance with the terms of certain share compensation agreements (the “**Security for Services**”), as more particularly set

out in the management information circular of the Corporation dated April 16, 2026, is hereby confirmed and approved;

2. that number of common shares in the capital of the Corporation that are issuable pursuant to the Security for Services are hereby allotted, set aside and reserved for issuance pursuant thereto; and
3. any one director or officer of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to finalize, sign and deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the TSX Venture Exchange, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing.”

The Board of Directors unanimously recommends a vote for the Security for Services Resolution. **The persons designated in the enclosed Proxy, unless otherwise directed, intend to vote IN FAVOUR of the Securities for Services Resolution.**

The Security for Services Resolution must be approved by the affirmative vote of at least a majority of the votes cast thereon at the Meeting, or any adjournment(s) or postponement(s) thereof, by disinterested Shareholders.

Hubert Lau, Lap Shing (Andrew) Kao, Nathaniel Mison, William Harper, Joshua Lau and Hoa Pho-Lau are expected to be parties to the Share Compensation Agreements and will be excluded from voting on the Security for Services Resolution. As of the date hereof, the Corporation has been advised that a total of 8,951,949 Common Shares will be excluded from voting on the Security for Services Resolution.

Hubert Lau, Lap Shing (Andrew) Kao, Nathaniel Mison and William Harper, are currently directors and/or officers of the Corporation and Joshua Lau and Hoa Pho-Lau are Associates (as defined in the policies of the TSX Venture Exchange) of Hubert Lau. The issuance of common shares to certain of such persons constitutes a “related party transaction” within the meaning of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”). The Corporation is relying on the exemptions from the formal valuation and minority approval requirements contained in Sections 5.5(a) and 5.7(1)(a) of MI 61-101, on the basis that the fair market value of the transaction, insofar as it involves related parties, does not exceed 25% of the Corporation’s market capitalization.

8. Other Business

Management is not aware of any other matters to come before the Meeting other than those set out in the Notice of Meeting. If other matters come before the Meeting, it is the intention of the management designees to vote the same in accordance with their best judgment in such matters.

EXECUTIVE COMPENSATION

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The Corporation is a venture issuer and in accordance with Form 51-102F6V, *Statement of Executive Compensation – Venture Issuers*, the term “Named Executive Officers” or “NEOs” include the following individuals:

- (a) the Corporation’s CEO, including an individual performing functions similar to a chief executive officer;
- (b) the Corporation’s CFO, including an individual performing functions similar to a chief financial officer;
- (c) the most highly compensated executive officer of the Corporation or its subsidiaries, other than the CEO or the CFO, at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Corporation, and was not acting in a similar capacity, at the end of that financial year;

Based on the forgoing, in Fiscal 2025 the Corporation had two (2) NEOs as such term is defined in Form 51-102F6V, namely Hubert Lau, President, Chief Executive Officer and Director of the Corporation and William Harper, the Chief Financial Officer of the Corporation.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table states the total compensation to each Director and Named Executive Officer for the two most recently completed financial years ended September 30, 2025 and 2024, excluding Compensation Securities (see Stock Options and Other Compensation Securities).

Name and position	Year	Salary, consulting fee, retainer or commission \$	Bonus \$	Committee or meeting fees \$	Value of perquisites \$	Value of all other compensation \$	Total compensation \$
Hubert Lau, President, Chief Executive Officer and Director ⁽¹⁾	2025	200,000	Nil	Nil	Nil	Nil	200,000
	2024	200,000	Nil	Nil	Nil	Nil	200,000
Edward Kent Power, former Chairman of the Board and Corporate Secretary ⁽²⁾	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Lap Shing (Andrew) Kao, Director	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Nathaniel Mison, Chairman of the Board ⁽²⁾	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Adam Morand, former Chief Technology Officer and Director ⁽³⁾	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
William Harper, Chief Financial Officer	2025	54,015	Nil	Nil	Nil	Nil	54,015
	2024	44,612	Nil	Nil	Nil	Nil	44,612
Ling Cun (Frank) Yang, Former Director ⁽⁴⁾	2024	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Hubert Lau provides services to the Corporation through 1972888 Alberta Ltd. The amounts disclosed above represent management fees incurred by the Corporation to 1972888 Alberta Ltd. in respect of the services provided by Hubert Lau as Chief Executive Officer. During the year ended September 30, 2025, 1972888 Alberta Ltd. paid Hubert Lau \$29,990 that is attributable to the services he provided to the Corporation (2024 – \$29,990).
- (2) Nathaniel Mison succeeded Edward Kent Power as Chairman of the Board effective July 31, 2025.
- (3) Adam Mordan was named Director of the Corporation on November 13, 2023, and resigned effective October 3, 2025.
- (4) Ling Cui (Frank) Yang was named Audit Committee Chair and Director of the Corporation on April 14, 2023 and resigned effective November 13, 2023.

Stock Options and Other Compensation Securities

The following table states for each Director and Named Executive Officer, all compensation securities granted or issued during Fiscal 2025.

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities and percentage of class ⁽¹⁾		Date of issue or grant	Issue, conversion or exercise price \$	Closing price of security or underlying security on date of grant \$	Closing price of security or underlying security at year-end \$	Expiry date
Hubert Lau, President, Chief Executive Officer and Director ⁽⁴⁾	Options ⁽²⁾	600,000	0.5%	April 16, 2025	\$0.05	\$0.04	\$0.03	April 16, 2028
Edward Kent Power, former Chairman of the Board and Corporate Secretary ⁽³⁾⁽⁵⁾	Options ⁽²⁾	150,000	0.1%	April 16, 2025	\$0.05	\$0.04	\$0.03	April 16, 2028
Lap Shing (Andrew) Kao, Director ⁽⁶⁾	Options ⁽²⁾	150,000	0.1%	April 16, 2025	\$0.05	\$0.04	\$0.03	April 16, 2028
Nathaniel Mison, Chairman of the Board ⁽³⁾⁽⁷⁾	Options ⁽²⁾	100,000	0.1%	April 16, 2025	\$0.05	\$0.04	\$0.03	April 16, 2028
Adam Morand, former Chief Technology Officer and Director ⁽⁸⁾	Options ⁽²⁾	100,000	0.1%	April 16, 2025	\$0.05	\$0.04	\$0.03	April 16, 2028
William Harper, Chief Financial Officer ⁽⁹⁾	Options ⁽²⁾	250,000	0.2%	April 16, 2025	\$0.05	\$0.04	\$0.03	April 16, 2028

Notes:

- (1) Number of stock options granted as a percentage of class is calculated using 133,209,330 Common Shares outstanding, as of September 30, 2025, as the denominator.
- (2) All stock options vest one third on each of the grant, first anniversary and second anniversary dates.
- (3) Nathaniel Mison succeeded Edward Kent Power as Chairman of the Board effective July 31, 2025.
- (4) As at September 30, 2025, Hubert Lau held an aggregate total of 4,600,000 stock options, of which 3,533,333 were fully vested and 1,066,667 were unvested, and 1972888 Alberta Ltd., the company through which he provided services, held 600,000 stock options, of which 200,000 were fully vested and 400,000 were unvested. These stock options have exercise prices between \$0.01 and \$0.30 per Common Share and expire between February 1, 2027 and April 16, 2028.
- (5) As at September 30, 2025, Edward Kent Power held an aggregate total of 1,150,000 stock options, of which 916,666 were fully vested and 233,334 were unvested. These stock options have exercise prices between \$0.01 and \$0.30 per Common Share and expire between February 1, 2027 and April 16, 2028.
- (6) As at September 30, 2025, Lap Shing (Andrew) Kao held an aggregate total of 1,000,000 stock options, of which 766,666 were fully vested and 233,334 were unvested. These stock options have exercise prices between \$0.01 and \$0.30 per Common Share and expire between February 1, 2027 and April 16, 2028.
- (7) As at September 30, 2025, Nathaniel Mison held an aggregate total of 200,000 stock options, of which 133,333 were fully vested and 66,667 were unvested, and Mison Consulting Ltd., a company controlled by him, held 100,000 stock options, of

which 33,333 were fully vested and 66,667 were unvested. These stock options have exercise prices between \$0.01 and \$0.05 per Common Share and expire between January 9, 2027 and April 16, 2028.

- (8) Adam Morand was named Director of the Corporation on November 13, 2023, and resigned effective October 3, 2025. As at September 30, 2025, Adam Morand held an aggregate total of 1,000,000 stock options, of which 666,666 were fully vested and 333,334 were unvested, and Ionplay Capital Inc., a company controlled by him, held an aggregate of 100,000 stock options, of which 33,333 were fully vested and 66,667 were unvested. These stock options have exercise prices between \$0.01 and \$0.05 per Common Share and expire between January 9, 2027 and April 16, 2028.
- (9) As at September 30, 2025, William Harper held an aggregate total of 1,250,000 stock options, of which 750,000 were fully vested and 500,000 were unvested. These stock options have exercise prices between \$0.01 and \$0.05 per Common Share and expire between January 9, 2027 and April 16, 2028.

During Fiscal 2025, no Director or Named Executive Officer exercised any compensation securities.

Stock Option Plan

The Corporation has in place the Stock Option Plan that was approved by the Shareholders at the Corporation's annual general meeting held on April 14, 2023. Under the existing Stock Option Plan, the aggregate number of Common Shares that may be available for issuance, from time to time, shall be a maximum of 18,886,094. The proposed 2026 Stock Option Plan is attached hereto as Appendix "A" and updates the maximum aggregate number of Common Shares that may be available for issuance to 27,841,866.

The purpose of the Stock Option Plan is to advance the interests of the Corporation by encouraging directors, officers, employees and consultants to acquire Common Shares of the Corporation, thereby increasing their interest in the Corporation, and providing incentive for their efforts.

Stock option grants must be approved by the Board of Directors.

The material terms of the Stock Option Plan are described below. The terms of the Stock Option Plan and the 2026 Stock Option Plan are the same, except for the maximum aggregate number of Common Shares that may be available for issuance under each respective plan (a maximum of 18,886,094 Common Shares under the Stock Option Plan, and a maximum of 27,841,866 Common Shares under the 2026 Stock Option Plan).

- **Eligibility** – Only eligible consultants, directors, employees, management company employees and member of management (collecting the "Eligible Participants") are eligible to receive stock options under the Stock Option Plan.
- **Number of Common Shares** - the aggregate number of Common Shares that may be available for issuance, from time to time, under the Stock Option Plan shall be a maximum of 18,886,094. In addition, the aggregate number of Common Shares so available for issuance under the Stock Option Plan to any one Eligible Participant, other than eligible consultants, in any twelve (12) month period shall not exceed five (5%) percent of the issued Common Shares calculated at the time of grant of the stock option, unless the Corporation has obtained disinterested shareholder approval. The aggregate number of Common Shares so available for issuance under the Stock Option Plan to any one eligible consultant in any twelve (12) month period shall not exceed two (2%) percent of all issued Common Shares calculated at the time of the grant of any stock option. The aggregate number of stock options so available for issuance under the Stock Option Plan in any twelve (12) month period to all eligible employees conducting investor relations activities shall not exceed two (2%) percent of all issued Common Shares calculated at the time of the grant of the stock option.
- **Term** - the term shall be of such length as is determined by the Board of Directors but in any event shall not be greater than a period of ten (10) years after the date of grant of the stock options.
- **Vesting** - vesting provisions are determined by the Board of Directors from time to time, provided that stock options granted to optionees who perform investor relations activities must vest in stages over twelve (12) months with no more than one-quarter (1/4) of the options vesting in any three (3) month period.
- **Exercise Price** – the exercise price shall be determined from time to time by the Board of Directors but, in any event, shall not be lower than the lowest exercise price permitted by the TSX Venture Exchange.

Disinterested shareholder approval is required for any reduction in the exercise price if the optionee is an insider of the Corporation at the time of the proposed amendment to reduce the exercise price.

- **Termination of Options** – no stock options may be exercisable if the optionee ceases to be an Eligible Participant except:
 - where an optionee shall die while an Eligible Participant (if an individual) any vested stock option held by him at the date of death shall be exercisable, but only by the person or persons to whom the optionee's rights under the stock option shall pass by the optionee's will or the laws of descent and distribution. All such stock options shall be exercisable only for a period of one (1) year after the date of death or prior to the expiration of the term in respect thereof, whichever is sooner;
 - where an optionee ceased to be an Eligible Participant for cause, no stock option held by such optionee may be exercised following the date on which such optionee ceases to be an Eligible Participant;
 - where an optionee ceased to be an Eligible Participant for any reason other than cause or death, any vested stock option held by such optionee may be exercised only for a period of ninety (90) days after the date on which such optionee ceases to be an Eligible Participant; or
 - where an optionee who is an eligible consultant ceased to be retained by the Corporation by virtue of a breach of the consulting agreement, no stock option held by such eligible consultant may be exercised following such breach.

Oversight and Description of NEO Compensation

Executive officers of the Corporation are paid by the Corporation to perform their duties as executives and do not receive additional cash compensation for serving as a Director or Officer of the Corporation. The President and Chief Executive Officer, who also acts as a Director, and the Chief Financial Officer of the Corporation, are eligible for stock options as Directors and Officers of the Corporation, respectively, as described herein.

The primary objective of the Corporation's executive compensation program is to attract, motivate and retain highly qualified individuals to carry out the strategic objectives of the Corporation. Within this primary objective are the following principles:

- **Alignment of interests** - The compensation program seeks to align the interests of the NEO's with those of the Shareholders.
- **Attracting and retaining talent** - The compensation program is designed to attract, motivate and foster long term career commitment in qualified executives who will contribute to the long-term success of the Corporation.
- **Competitive compensation** - Total compensation for a NEO is both competitive and tied to achievement of short-term financial and longer-term strategic objectives.
- **Rewarding performance** - The NEO's are expected to work together to contribute to the success of the Corporation as a whole. The compensation program rewards both individual and Corporation-wide achievement of objectives.

The compensation of the NEO's is primarily comprised of base salary and stock options. The Corporation does not benchmark its executive compensation program but from time to time does review compensation practices of comparable entities to ensure the compensation paid is competitive with other entities. The Corporation's philosophy is, within the confines of financial prudence, to pay competitive base salaries similar to those of executive officers in similar entities and also provide variable rewards to executives for corporate and individual performance. All NEO's are rewarded for the achievement of objectives and their performance benefiting the Corporation in the short and long term. The provision of variable rewards serves to strengthen the connection between management's interests and those of Shareholders by aligning performance conditions of incentive plans with the Corporation's objectives and the enhancement of Shareholder value. Compensation includes base salary, benefits, vacation, and variable rewards that may be earned throughout the year that may be awarded by the Corporation's Board of Directors.

Base Salary

Each year, the Board of Directors and the CEO review the NEOs' base salary and make adjustments based on the position's duties and responsibilities, the degree of skill and knowledge required, corporate targets, the performance and contribution of the NEOs, and the financial capability of the Corporation. No specific external benchmarking is performed. Base pay for all non-executive employees is reviewed annually by the Corporation's Executives.

Discretionary Incentives

The objective of the Corporation's executive compensation program is to motivate, reward and retain management talent that is needed to achieve the Corporation's business objectives. In evaluating performance, the Corporation's Board of Directors considers the Corporation's long-term interests, quantitative objectives and qualitative aspects of the individual NEO's performance and achievements.

While the Corporation does not utilize a formalized compensation program with pre-determined benchmarks, the Board of Directors relies upon informal discussions with management, outside investors and certain professional and capital markets groups to determine reasonable and rewarding objectives for NEOs, while always remaining mindful that the discretionary incentives align with the overall objectives of the Corporation and interests of its stakeholders. Accordingly, discretionary incentive awards to NEOs may be granted for achievement of various objectives which may include attainment of revenue, EBITDA, cash flow, obtaining additional financing for the Corporation, customer additions, intellectual property creation and development and corporate development targets, as well as other aspects of individual performance by NEOs that enhance, or set the stage to enhance, value for shareholders.

Employment, Consulting and Management Agreements

Hubert Lau, through 1972888 Alberta Ltd., and William Harper each have a contract with the Corporation. The material terms of these arrangements provide for:

- a consulting fee;
- discretionary incentive plans which may be made available which must be approved by the Board of Directors; and
- terms of confidentiality with respect to the Corporation's confidential information.

Oversight and Description of Director Compensation

Directors are not paid for serving in their positions.

The compensation of the Directors is determined by and is approved by the Board of Directors. From time to time at no specified interval, a director will review the director compensation practices of companies of similar size trading on the TSX Venture Exchange. The results of the survey are presented to the Board of Directors for consideration along with other relevant information such as the Corporation's planned cash flows, director skillsets and director workload. Revisions are made to director and officer compensation when considered warranted.

Pension Disclosure

The Corporation does not sponsor a pension plan.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table states information in respect of compensation plans under which equity securities of the Corporation are authorized for issuance as at Corporation's financial year ended September 30, 2025.

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) ⁽¹⁾
Equity compensation plans approved by security holders	18,560,000	\$0.07	326,094
Equity compensation plans not approved by security holders	N/A	N/A	N/A
TOTAL:	18,560,000	\$0.07	326,094

Note:

(1) As at September 30, 2025 and March 26, 2026, the Corporation could grant no more than 18,886,094 stock options under the Corporation's current Stock Option Plan.

CORPORATE GOVERNANCE

National Instrument 58-101, *Disclosure of Corporate Governance Practices* requires the Corporation, as a venture issuer, to disclose in its Information Circular certain information with respect to its corporate governance practices, which is set forth in the attached Appendix "B".

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 52-110 of the Canadian Securities Administrators requires the Corporation, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, which is set forth in the attached Appendix "C".

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors or executive officers of the Corporation, proposed nominees for election or associates of such persons is or has been indebted to the Corporation or its subsidiaries at any time since the beginning of the last completed financial year of the Corporation, and no indebtedness remains outstanding as at the date of this Management Information Circular.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed elsewhere in this Management Information Circular, since the commencement of the last completed fiscal year, no informed person of the Corporation, nominee for director, or any associate or affiliate of an informed person or nominee, had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

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

Other than as disclosed elsewhere in this Management Information Circular, management of the Corporation is not aware of any material interest, whether direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, of any Director or executive officer of the Corporation who has held that position at any time since the beginning of the Corporation's last financial year, or of any proposed nominee for election as Director of the Corporation or any associate or affiliate of any of the foregoing. Certain directors and executive officers of the Corporation are parties to the Security for Services. See "Matters to be Acted Upon at the Meeting – Approval of Securities for Services to Non-Arm's Length Parties".

AVAILABILITY OF ADDITIONAL INFORMATION

Additional financial and other information are available on SEDAR+ at www.sedarplus.ca and which may be obtained on request from the Corporation's head office located at #138 – 9650 20th Avenue NW, Edmonton, AB, T6N 1G1.

BOARD OF DIRECTORS APPROVAL

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

DATED as of the 16th day of April, 2026.

ON BEHALF OF THE BOARD OF DIRECTORS

TrustBIX Inc.

(Signed) "Nathaniel Mison"

Nathaniel Mison

Chair of the Board of Directors

APPENDIX A

DIRECTORS', MANAGEMENT, EMPLOYEES' AND CONSULTANTS' STOCK OPTION PLAN

PART 1 – INTRODUCTION

1.1 Purpose

The purpose of the Plan is to secure for the Corporation and its shareholders the benefits of incentives inherent in share ownership by the directors, management, employees and consultants of the Corporation who, in the judgment of the Board, will contribute to its future growth and success. It is generally recognized that a stock option plan of the nature provided for herein aids the Corporation in retaining and encouraging directors, management, employees and consultants who are considered as potential key contributors to the success of the Corporation, by providing to them the opportunity to acquire a proprietary interest in the Corporation.

1.2 Definitions

Whenever used herein, the following words and expressions shall have the following meanings, namely:

1.2.1 "Affiliate" means the following:

a Company is an Affiliate of another Company if:

- (a) one of them is the subsidiary (as such term is described in the *Business Corporations Act* (Alberta)) of the other; or
- (b) each of them is controlled by the same Person.

In addition, a Company is "controlled" by a Person if:

- (a) voting shares of the Company are held, directly or indirectly, other than by way of security only, by or for the benefit of that Person; and
- (b) the voting shares, if voted, entitle the Person to elect a majority of the directors of the Company.

1.2.2 "Board" means the board of directors of the Corporation as it may be constituted from time to time;

1.2.3 "Consultant Company" means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;

1.2.4 "Company" means, unless specifically indicated otherwise, a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

1.2.5 "Corporation" means TrustBIX Inc., a corporation incorporated under the laws of the Province of Alberta;

1.2.6 "Eligible Consultant" means, in relation to the Corporation, an individual or Consultant Company, other than an Eligible Employee or an Eligible Director of the Corporation that:

- (a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to an Affiliate of the Corporation, other than services provided in relation to a Distribution (as defined in the *Securities Act* (Alberta));
- (b) provides the services under a written contract between the Corporation or the Affiliate of the Corporation, and the individual or the Consulting Company;
- (c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an Affiliate of the Corporation; and

- (d) has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation;
- 1.2.7 "Eligible Director" means a director of the Corporation or a director of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.8 "Eligible Employee" means:
- (a) an individual who is considered an employee of the Corporation or an Affiliate of the Corporation under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at the source);
 - (b) an individual who works full-time for the Corporation or an Affiliate of the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at the source; or
 - (c) an individual who works for the Corporation or an Affiliate of the Corporation on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at the source;
- 1.2.9 "Eligible Management Company Employee" means a Management Company Employee of the Corporation or a Management Company Employee of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.10 "Eligible Member of Management" means any senior officer of the Corporation or a senior officer of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.11 "Eligible Participant" means Eligible Consultants, Eligible Directors, Eligible Employees, Eligible Management Company Employees and Eligible Members of Management;
- 1.2.12 "Exchange" means any exchange upon which the Shares may be listed from time to time;
- 1.2.13 "Insider" of the Corporation means:
- (a) an insider as defined in the *Securities Act* (Alberta), other than a person who falls within that definition solely by virtue of being a director or senior officer of a subsidiary of the Corporation; and
 - (b) an Associate (as such term is defined in the *Securities Act* (Alberta)) of any person who is an Insider by virtue of subparagraph (a);
- 1.2.14 "Investor Relations Activities" means any activities by or on behalf of the Corporation or a shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
- (a) the dissemination of information provided, or records prepared, in the ordinary course of the Corporation:
 - (i) to promote the sale of products and services of the Corporation; or
 - (ii) to raise public awareness of the issuer;
- that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;

- (b) activities or communications necessary to comply with the requirements of:
 - (i) applicable securities laws; or
 - (ii) the by-laws, rules, policies, or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Corporation;
 - (c) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
 - (i) the communication is only through the newspaper, magazine or publication; and
 - (ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (d) activities or communications that may be otherwise specified by any exchange having jurisdiction over the Corporation;
- 1.2.15 "Management Company Employee" means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;
- 1.2.16 "Option" means an option granted under the terms of the Plan;
- 1.2.17 "Option Agreement" means such option agreement or agreements as is approved from time to time by the Board and as is not inconsistent with the terms of this Plan;
- 1.2.18 "Option Period" means the period during which an Option may be exercised;
- 1.2.19 "Optionee" means an Eligible Employee, Eligible Director, Eligible Member of Management or Eligible Consultant to whom an Option has been granted under the terms of the Plan;
- 1.2.20 "Participant" means an Eligible Consultant, Eligible Director, Eligible Employee, Eligible Management Company Employee or Eligible Member of Management who elects to participate in the Plan;
- 1.2.21 "Person" means a Company or an individual;
- 1.2.22 "Plan" means the plan established and operated pursuant to the terms hereof;
- 1.2.23 "Share Compensation Plan" means any Option granted under the terms of this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to a Person providing services to the Corporation or an Affiliate;
- 1.2.24 "Shares" means the common shares of the Corporation from time to time authorized by the charter documents of the Corporation.

PART 2 - STOCK OPTION PLAN

2.1 Participation

Options shall be granted only to Eligible Participants.

2.2 Determination of Option Recipients

The Board, or the President, if duly authorized by the Board, shall make all necessary or desirable determinations regarding the granting of Options to Eligible Participants and may take into consideration the present and potential

contributions of a particular Eligible Participant to the success of the Corporation and any other factors which it may deem proper and relevant.

2.3 Price

The exercise price per Share shall be determined from time to time by the Board but, in any event, shall not be lower than the lowest exercise price permitted by any Exchange, if applicable.

Disinterested Shareholder approval will be obtained for any reduction in the exercise price if the Optionee is an insider of the Corporation at the time of the proposed amendment to reduce the exercise price.

2.4 Grant of Options

The Board, or the President, if duly authorized by the Board, may at any time authorize the granting of Options to Eligible Participants as it may select for the number of Shares that it shall designate, subject to the provisions of the Plan. The Board, or the President, if duly authorized by the Board, at its or his discretion, may grant options on such terms and conditions as it or he considers appropriate provided that such terms and conditions are not inconsistent with the Plan and the policies of the Exchange, if applicable.

Each Option granted to an Eligible Participant shall be evidenced by an Option Agreement with terms and conditions consistent with the Plan and as approved by the Board or the President if duly authorized (which terms and conditions need not be the same in each case and may be changed from time to time).

2.5 Terms of Options and Vesting

The Option Period shall be of such length as is determined by the Board but in any event shall not be greater than a period of ten (10) years after the date such Option is granted and may be reduced with respect to any such Option as provided in Section 2.8 hereof.

Subject to the other terms and conditions of this Plan, Options shall have such equitable vesting provisions as determined by the Board from time to time, provided that Options granted to Optionees who perform Investor Relations Activities must vest in stages over twelve (12) months with no more than one-quarter (1/4) of the options vesting in any three (3) month period.

Any Options remaining unexercised after they became eligible for exercise may be exercised in whole or in part at any time during the remainder of the Option Period.

Except as set forth in Section 2.8 hereof, no Option may be exercised unless the Options have been vested and the Optionee is at the time of such exercise a bona fide Eligible Participant.

No Option may be granted to an Eligible Employee, Eligible Consultant or an Eligible Management Company Employee unless such person is a bona fide Eligible Employee, Eligible Consultant or an Eligible Management Company Employee.

The exercise of any Option will be contingent upon receipt by the Corporation of payment of the full purchase price for the Shares being purchased in cash or in some other manner acceptable to the Corporation and in compliance with applicable laws. No Optionee or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares subject to an Option, unless and until certificates for such Shares are issued to him or them under the terms of the Plan.

2.6 Lapsed Option

If Options are surrendered, terminated or expire without being exercised in whole or in part, new Options may be granted covering the Shares not purchased under such lapsed Options to the extent permitted by the Exchange, if applicable.

2.7 Black-Out Period

If the Corporation self-imposes a blackout period (i.e., preceding the release of financial results) preventing an Optionee from exercising his/her Options before the end of the Option Period, the Option Period shall automatically be extended for ten (10) days following the last day of a blackout period.

2.8 Effect of Termination of Employment or Death

- 2.8.1 If an Optionee shall die while an Eligible Employee, Eligible Director, Eligible Consultant (if an individual), Eligible Member of Management or Eligible Management Company Employee, any vested Option held by him at the date of death shall be exercisable, but only by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution. All such Options shall be exercisable only for a period of one (1) year after the date of death or prior to the expiration of the Option Period in respect thereof, whichever is sooner.
- 2.8.2 If an Optionee ceased to be an Eligible Participant for cause, no Option held by such Optionee may be exercised following the date on which such Optionee ceases to be an Eligible Participant.
- 2.8.3 If an Optionee ceased to be an Eligible Participant for any reason other than cause or death, any vested Option held by such Optionee may be exercised only for a period of ninety (90) days after the date on which such Optionee ceases to be an Eligible Participant.
- 2.8.4 If an Optionee who is an Eligible Consultant ceased to be retained by the Corporation by virtue of a breach of the consulting agreement, no Option held by such Eligible Consultant may be exercised following such breach.

2.9 Effect of Takeover Bid

If a bona fide offer:

- (a) is made to all shareholders of the Corporation for the Shares, which offer, if accepted in whole or part, would result in the offeror exercising control over the Corporation within the meaning of the Securities Act (Alberta);
- (b) is made for all or substantially all of the assets of the Corporation (as such concept is interpreted under the Business Corporations Act (Alberta)); or
- (c) is made for a proposed transaction which a majority of the Board determines is reasonably likely to have a similar effect as either of the transactions referred to in Sections 2.9(a) or (b) hereof,
- (collectively, the "Offer"),

then the Corporation shall, immediately upon receipt of notice of the Offer, notify each Optionee currently holding an Option of the Offer, with full particulars thereof; whereupon, notwithstanding that such Option may not be fully vested at such time in accordance with Section 2.5 hereof, such Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender or to vote, as applicable, the Shares received upon such exercise (the "Optioned Shares") pursuant to the Offer. If:

- 2.9.1 the Offer is withdrawn by the offeror;
- 2.9.2 the Optionee does not tender the Optioned Shares pursuant to the Offer, if applicable;
- 2.9.3 all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror in respect thereof, if applicable; or
- 2.9.4 the sale or reorganization does not close in accordance with its terms,

then the Optioned Shares or, in the case of Section 2.9.3 hereof, the Optioned Shares that are not taken up and paid for, shall be returned by the Optionee to the Corporation and reinstated as authorized but unissued Shares and the terms of the Option as set forth in Section 2.5 hereof shall again apply to the Option. If any Optioned Shares are returned to the Corporation under this Section, the Corporation shall refund the exercise price to the Optionee for such Optioned Shares. In no event shall the Optionee be entitled to sell the Optioned Shares otherwise than pursuant to the Offer (in the case of an Offer pursuant to Section 2.9(a) hereof) or to sell the Optioned Shares prior to the closing of any transaction (in the case of an Offer pursuant to Section 2.9(b) or (c) hereof).

2.10 Effect of Amalgamation, Consolidation or Merger

If the Corporation amalgamates, consolidates or merges with or into another corporation, any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Participant would have received upon such amalgamation, consolidation or merger if the Participant had exercised his Option immediately prior to the record date applicable to such amalgamation, consolidation or merger, and the Option price shall be adjusted appropriately by the Board and such adjustment shall be binding for all purposes of the Plan.

2.11 Adjustment in Shares Subject to the Plan

If there is any change in the Shares through a consolidation, subdivision or reclassification of Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any Option, and the purchase price thereof shall be adjusted appropriately by the Board and such adjustment shall be effective and binding for all purposes of the Plan.

2.12 Approval

The terms of the Options granted from time to time hereunder, and the Optionees to whom Options are granted, are subject, if applicable, to any Exchange accepting notice of such terms and proposed Optionees.

PART 3 - GENERAL

3.1 Number of Shares

The aggregate number of Shares that may be available for issuance, from time to time, under the Plan (and all other Share Compensation Arrangements) shall be a maximum of 27,841,866. In addition, the aggregate number of Shares so available for issuance under the Plan to any one Eligible Participant, other than Eligible Consultants, in any 12 month period shall not exceed five (5%) percent of the issued Shares calculated at the time of grant of the Option, unless the Corporation has obtained disinterested shareholder approval. The aggregate number of Shares so available for issuance under the Plan to any one Eligible Consultant in any 12 month period shall not exceed two (2%) percent of all issued shares calculated at the time of the grant of any Option. The aggregate number of Options so available for issuance under the Plan in any 12 month period to all Eligible Employees conducting Investor Relations Activities shall not exceed two (2%) percent of all issued shares calculated at the time of the grant of the Option.

3.2 Transferability

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be assignable or transferable unless specifically provided herein. During the lifetime of a Participant all such benefits, rights and options may only be exercised by the Participant.

3.3 Employment

Nothing contained in the Plan shall confer upon any Participant any right with respect to employment or continuance of employment or any retainer with the Corporation or interfere in any way with the right of the Corporation to terminate the Participant's employment or retainer at any time.

Participation in the Plan by a Participant is voluntary.

3.4 Record Keeping

The Corporation shall maintain a register in which shall be recorded:

3.4.1 the name and address of each Participant; and

3.4.2 the number of Options granted to a Participant and the number of Options outstanding.

3.5 Necessary Approvals

The obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to the approval of any regulatory body having jurisdiction, which may be required in connection with the authorization or issuance of such Shares by the Corporation. If any Shares cannot be issued to any Participant for any reason including, without limitation, the failure to obtain such approval, then the obligation of the Corporation to issue such Shares shall terminate and any Option price paid to the Corporation shall be returned to the Participant.

3.6 Administration of the Plan

The Board is authorized to interpret the Plan from time to time and to adopt, amend and rescind rules and regulations for carrying out the Plan. The interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate directors and/or officers of the Corporation and all costs in respect thereof shall be paid by the Corporation.

3.7 Income Taxes

As a condition of the Plan, the Corporation will withhold from any remuneration otherwise payable to such Participant any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the Plan.

3.8 Amendments to Plan

The Board reserves the right to amend, modify or terminate the Plan at any time if and when it is advisable in the absolute discretion of the Board. Any amendment to any provision of the Plan shall be subject to approval, if applicable and if required, by any regulatory body having jurisdiction over the securities of the Corporation and, if required, by the shareholders of the Corporation in the manner prescribed by any regulatory body having jurisdiction from time to time.

Any reduction to the exercise price of an Option held by an Insider shall require such approvals as may be required by any regulatory body having jurisdiction.

3.9 Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

3.10 Bona Fide Eligible Participant

The Corporation represents that the Optionee is a bona fide Eligible Participant.

3.11 Governing Law

Except as otherwise set forth herein, the Plan shall be governed by the laws of the Province of Alberta excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction.

3.12 Interpretation

Words used herein importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

3.13 Compliance with Applicable Laws

If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by law or regulation of any Exchange, if applicable, or any regulatory body having authority over the Corporation or the Plan then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

SCHEDULE "A"
(To the Stock Option Plan)

TRUSTBIX INC.
(the "Corporation")

STOCK OPTION AGREEMENT

THIS AGREEMENT made as of the ● day of ●, 20●.

BETWEEN:

●, a resident at the address set out in Part 11 hereof
(herein referred to as the "Optionee")

OF THE FIRST PART

TRUSTBIX INC., a body corporate, amalgamated under the laws of the
Province of Alberta
(herein referred to as the "Corporation")

OF THE SECOND PART

WHEREAS the Corporation has established a Stock Option Plan (hereinafter referred to as the "Plan") for the granting of stock options, a copy of which has been provided to the Optionee;

AND WHEREAS the Board of Directors of the Corporation has authorized the granting to the Optionee pursuant to the Plan of an option to purchase common shares in the authorized unissued share capital of the Corporation in the number, at the time, at and for the price and upon the other terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and premises herein set forth, and for other good and valuable consideration (the receipt whereof is hereby acknowledged by the Corporation), the parties hereto agree as follows:

Item 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions, shall have the following:

- a) "Expiration Date" shall mean ●, 20●;
- b) "Option" means the option to purchase Shares granted to the Optionee pursuant to this Agreement, and includes any portion of that option;
- c) "Option Period" means the period during which an Option may be exercised;
- d) "Option Shares" means the Shares the Optionee is entitled to purchase under this Agreement; and
- e) "Share" means a common share of the Corporation as constituted on the date hereof.

Item 2 GRANT OF OPTION

2.1 The Corporation hereby grants to the Optionee, subject to the terms and conditions hereinafter set out, an Option to purchase up to ● Shares of the Corporation at a price of \$● per Share.

2.2 The Option is granted in accordance with and subject to the terms and conditions of the Plan.

2.3 The Option to purchase the Option Shares granted hereby may be exercised in accordance with the terms hereof and the Plan until the Expiration Date, as follows:

- a) the Optionee may exercise his rights as to ●% of the Shares under option, or any lesser part thereof, on or after the day that is ● (●) months from the date of the grant under this Stock Option Agreement;

- b) the Optionee may exercise his rights to an additional ●% of the Shares under option, or any lesser part thereof, on or after the day that is ● (●) months from the date of the grant under this Stock Option Agreement;
 - c) the Optionee may exercise his rights to an additional ●% of the Shares under option, or any lesser part thereof, on or after the day that is ● (●) months from the date of the grant under this Stock Option Agreement; and
 - d) the Optionee may exercise his rights as to the final ●% of the Shares under option, or any lesser part thereof, on or after the day that is ● (●) months from the date of the grant under this Stock Option Agreement.
- 2.4 Subject to sooner termination in accordance with the terms of the Plan, the Option shall expire and terminate upon the Expiration Date as to such of the Option Shares in respect of which the Option has not then been exercised.

Item 3 RESERVATION OF SHARES

- 3.1 The Corporation shall at all times during the term of this Agreement, keep available a sufficient number of unissued Shares in its authorized capital equal to those of the Option Shares which have not been issued.

Item 4 ASSIGNMENT OF ENUREMENT

- 4.1 The Option is personal to the Optionee and is non-assignable and non-transferable and neither this Agreement nor any rights hereunder shall be transferable or assignable by the Optionee except as expressly permitted under the terms of the Plan.
- 4.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

Item 5 EXERCISE OF THE OPTION

- 5.1 The Option may be exercised by the Optionee by delivery of written notice of such exercise and by tendering therewith payment for the purchase price of the Option Shares to be purchased in cash or in any other manner that is acceptable to the Corporation and that is permitted by law, to the Corporation at its principal office in the City of Edmonton, in the Province of Alberta, or at such other place as may be directed by notice in writing from the Corporation to the Optionee from time to time. Such notice shall state the number of Option Shares with respect to which the Option is then being exercised. The Option shall be deemed for all purposes to have been exercised to the extent stated in such notice upon delivery of the notice and a tender of payment in full for the Option Shares being purchased notwithstanding any delay in the issuance and delivery of the certificate(s) for the Shares so purchased. The Corporation shall, within a reasonable period of time, issue the Shares so purchased in the name of the Optionee and deliver the certificate(s) therefor to the Optionee.

Item 6 RIGHTS OF THE OPTIONEE PRIOR TO THE EXERCISE DATE

- 6.1 The Option herein granted shall not entitle the Optionee to any right whatsoever as a shareholder of the Corporation with respect to any Shares subject to the Option until it has been exercised and the Option Shares thereby purchased have been issued as fully paid and non-assessable.
- 6.2 Nothing contained in this Agreement or done pursuant hereto shall obligate the Optionee to purchase and/or pay for any Option Shares except those Option Shares in respect of which the Optionee shall have validly exercised this Option.

Item 7 REGULATORY APPROVAL

- 7.1 Notwithstanding anything to the contrary in this Agreement, the Optionee hereby agrees that he will not exercise the Option, and that the Corporation will not be obliged to issue any Shares hereunder, if the exercise of the Option or the issuance of the Shares shall constitute a violation by the Optionee or the Corporation of any provision of any law or regulation or of any order, regulation, policy or rule of any governmental authority, regulatory body or stock exchange. Any determination in this connection made by the Board of Directors of the Corporation shall be final, binding and conclusive.

- 7.2 The Corporation shall in no event be obliged, by any act of the Optionee or otherwise, to issue, register or qualify for resale any securities issuable upon exercise of the Option pursuant to a prospectus or similar document or to take any other affirmative action in order to cause the exercise of the Option or the issue or resale of the Shares issuable pursuant thereto to comply with any law or regulation or any order, regulation, policy or rule of any governmental authority, regulatory body or stock exchange; provided that, if applicable, the Corporation shall notify the applicable stock exchange and other appropriate regulatory bodies in Canada of the existence of the Option and any exercise thereof.

Item 8 FURTHER ASSURANCES

- 8.1 The parties hereto covenant that they shall and will from time to time and at all times hereafter do and perform all such acts and things and execute all such deeds, documents and writings as may be required to give effect to the true intent of this Agreement.

Item 9 INTERPRETATION AND GENERAL

- 9.1 It is understood and agreed by the parties hereto that questions may arise as to the interpretation, construction or enforcement of this Agreement or the Plan and the parties are desirous of having the Board of Directors of the Corporation determine any such question or interpretation, construction or enforcement. It is, therefore, understood and agreed by and between the parties hereto that any question arising under the terms of this Agreement or the Plan as to interpretation, construction or enforcement shall be referred to the Board of Directors of the Corporation and their majority decision shall be final and binding on both of the parties hereto.
- 9.2 Neither the Corporation nor its directors or officers, or any of them, shall be liable to the Optionee or to the Optionee's personal representative by reason of any loss or anticipated loss of economic benefit by reason of any action or event, whether or not concurred in by them, which has the effect of curtailing or abrogating the benefits which have accrued or might have accrued to the Optionee hereunder, including, without limitation, the voluntary or involuntary winding up of the Corporation, the sale of all or substantially all of its assets, the delisting of the Shares from public trading, or any decline in the value of the Shares for any reason whatsoever.
- 9.3 The payment of all income taxes or other taxes or assessments in the nature of taxes levied upon the Optionee as a result of the granting or exercise of the Option shall be solely the responsibility of the Optionee.
- 9.4 In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.
- 9.5 This Agreement, including any schedules annexed hereto, constitute the entire agreement between the parties hereto and there are no oral statements, representations, warranties, undertakings or agreements between the parties modifying the provisions of this Agreement. No supplement, amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.
- 9.6 Any term, condition or provision of this Agreement which is deemed to be void, prohibited or unenforceable, shall be severable herefrom, be ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions and provisions thereof.
- 9.7 The Optionee represents and warrants that he is a bona fide Eligible Participant (as defined in the Plan).
- 9.8 Time shall be of the essence of this Agreement.

Item 10 GOVERNING LAW

- 10.1 Except as otherwise set forth in the Plan, this Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction.

10.2 Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta and the Supreme Court of Canada.

Item 11 NOTICES

11.1 Any notice to be given pursuant to the provisions hereof shall be conclusively deemed to have been given and received by a party hereto and to be effective on the day on which it is delivered to such party at the addresses set forth below (or at such other address that such party shall supply to the other parties in writing) or if sent by mail, on the fifth business day after the day on which mailed, addressed to such party at said address:

(a) If to the Optionee, at

(b) If to the Corporation, at

2nd Floor, 10607 - 82 Street
Edmonton, Alberta T6A 3N2

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of: _____) _____
)
)
)

TRUSTBIX INC.

Per: _____

Per: _____

APPENDIX B

Corporate Governance

The Corporation is required to disclose on an annual basis their approach to corporate governance pursuant to the provisions of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“NI 58-101”). Pursuant to NI 58-101, the Corporation’s practice to corporate governance is as set forth below:

1. Board of Directors – As at September 30, 2025, the Board of Directors comprised of five (5) directors, three (3) of which were independent as such term is defined in NI-58-101. The independent directors were Edward Kent Power, Lap Shing (Andrew) Kao and Nathaniel Mison. The non-independent directors were Hubert Lau, the Chief Executive Officer of the Corporation, and Adam Morand, the Chief Technology Officer of the Corporation.

Edward Kent Power will not stand for re-election at the Meeting. Adam Morand resigned from the Board of Directors and as the Chief Technology Officer of the Corporation effective October 3, 2025.

An “independent” director is a director who is independent of management and free from any interest and any business or other relationship that could, or could reasonably be perceived to materially interfere with the director’s ability to act in the best interests of the corporation, other than interests arising from shareholdings. Any director may submit items for inclusion, regarding the subject matter of director independence, in the agenda of matters to be discussed at meetings of the Board of Directors.

The Board of Directors regularly performs review of Board independence through inquiry, and review of any interest, business, or other relationships to determine compliance with National Instrument 52-110 section 1.4 and 1.5. Fees paid to Board members are reviewed each quarter as part of the review of the quarterly and annual financial statements.

2. Directorships – The following table shows the directors of the Corporation who are also presently a director of other reporting issuers:

Name	Company	Public/Private
Edward Kent Power ⁽¹⁾	Regent Pacific Properties Inc.	Public
Hubert Lau	Reco International Group Inc.	Public

Note:

(1) Edward Kent Power will not stand for re-election at the Meeting.

3. Orientation and Continuing Education - The Board of Directors does not have a formal orientation or education program for members. Board members have historically been nominated who are familiar with the Corporation and the nature of the business in which the Corporation participates. Since directors are nominated only for a one year term, if the director can no longer meet his obligation as a director, he would not be nominated for the year.

The Board of Directors’ continuing education is typically derived from correspondence with the Corporation’s legal counsel to remain up to date with developments in relevant corporate and securities law matters. Senior management of the Corporation makes regular presentations to the Board of Directors on the key areas of the business. The Corporation also encourages continuing education of its directors and senior officers where appropriate in order to ensure that they have the necessary skills and knowledge to meet their respective obligations to the Corporation and its stakeholders.

4. Ethical Business Conduct –The Board of Directors has found that the fiduciary duties placed on individual directors by the Corporation’s governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director’s participation in decisions of the Board of Directors in which the director has an interest have been sufficient to ensure that the Board of Directors operates independently of management and in the best interests of the Corporation.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, as the directors of the Corporation may also serve as

directors and officers of other companies engaged in similar business activities, directors must comply with the conflict of interest provisions of the *Business Corporations Act* (Alberta), as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors which evoke such a conflict.

The Board of Directors also reviews related party transactions as required.

5. Nomination of Directors - The recruitment of new directors has generally resulted from recommendations made by the Board of Directors. The assessment of the contributions of individual directors has principally been the responsibility of the Chairman and members of the Board of Directors. Prior to standing for election, new nominees to the Board of Directors are reviewed by the entire Board.

6. Compensation - The Board of Directors is responsible for determining all forms of compensation to be granted to the Corporation's Chief Executive Officer, and for reviewing and approving the Chief Executive Officer's recommendations respecting compensation of the Corporation's other Executive Officers, to ensure such arrangements reflect the responsibilities and risks associated with each position. The Board of Directors has not appointed a Compensation Committee. The direct and indirect compensation of the Chief Executive Officer is reviewed annually by the Board of Directors based on labour market conditions at the relevant time, financial performance of the Corporation and personal performance and contribution during the last financial year. The compensation of the Chief Financial Officer is reviewed annually by the Chief Executive Officer and the Board of Directors.

7. Other Board Committees - The Corporation does not have any standing committees at this time, other than the Audit Committee.

8. Assessments - The Board of Directors does not have a formal process for assessing the performance of committees and its individual directors.

APPENDIX C

Audit Committee

The Corporation is required to have an audit committee under the *Business Corporations Act* (Alberta) and pursuant to the provisions of National Instrument 52-110 – *Audit Committees* (“NI 52-110”). Pursuant to NI 52-110, the Corporation is required to have a written charter which sets out the duties and responsibilities of its audit committee.

1. Audit Committee Charter

The Corporation’s Audit Committee Charter is attached hereto as Schedule A.

2. Composition of the Audit Committee

The Audit Committee is currently comprised of the following members:

Name and Office if Any	Independent	Financially Literate
Lap Shing (Andrew) Kao	Yes	Yes
Edward Kent Power ⁽¹⁾	Yes	Yes
Nathaniel Mison	Yes	Yes

Note:

(1) Edward Kent Power will not stand for re-election at the Meeting.

Edward Kent Power served as the Audit Committee Chair from November 13, 2023 to July 31, 2025. Lap Shing (Andrew) Kao was appointed as the Audit Committee Chair on July 31, 2025.

The Board of Directors believes the composition of the Audit Committee reflects a high level of financial literacy and expertise. The Board of Directors has determined that each member of the Audit Committee is ‘financially literate’ within the meaning of applicable Canadian securities laws based on each member’s education and experience, a description of which is set forth below.

3. Relevant Education and Experience

In addition to each member’s general business experience, the education and experience of each Audit Committee member that is relevant to the performance of his responsibilities as an Audit Committee member is as follows:

Lap Shing (Andrew) Kao

Lap Shing (Andrew) Kao served as Audit Committee Chair from May 20, 2022 to April 14, 2023 and since July 1, 2023. He has been serving as a director of the Corporation since November 20, 2020. Andrew is also the Chief Financial Officer and Executive Director of Hanbo Enterprises Limited, an apparel supply chain management company, and Smart Chain Enterprises Limited, an apparel procurement financing and IT service company. He is primarily responsible for the group’s finance, information technology, and administrative functions. He is also one of the founders and major investors of InnoBlock Technology Limited, a company providing blockchain and AI solutions in supply chain traceability, ESG consulting and carbon credit trading, and global carbon credit trading.

Andrew has been working in the auditing and accounting profession for more than twenty-five years including a former Big Eight audit firm and Hongkong listed companies in apparels and luxury goods. Andrew holds professional accounting and finance membership at the Hong Kong Institute of Certified Public Accountants, Chartered Association of Certified Accountants, and the Institute of Financial Planners of Hong Kong.

Edward Kent Power

Edward Kent Power has served as a director of the Corporation since April 15, 2019 and was Audit Committee Chair from November 13, 2023 to July 31, 2025. Edward also served as Chief Operating Officer of the Corporation from April 15, 2019 to September 30, 2019, and as Corporate Secretary of the Corporation from April 15, 2019 to present. Previously, he was the President and Chief Executive Officer of the Corporation.

Edward is also the President and CEO of Trace Applications Inc. Edward is an entrepreneur, who has implemented traceability technology solutions in the metals industry and works with many of the largest pipe, valve and fittings companies in the world. Edward earned a Marketing Management Diploma from the Northern Institute of Technology (NAIT) and often presents at conferences regarding Traceability solutions in the metals industry.

Nathaniel Mison

Nathaniel Mison has served as a director of the Corporation since April 14, 2023. Nathan is a Founding Partner of Diplomat Consulting, with extensive experience in regulatory affairs, strategic advisory, and governance across emerging sectors. He has founded and managed successful ventures, represented major organizations in public affairs, and held leadership roles with the BC, Alberta, Ontario, and Canadian Chambers of Commerce. Nathan holds a Bachelor of Arts in Political Science and Philosophy from the University of Alberta.

4. Audit Committee Oversight

At no time since the commencement of Fiscal 2025 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

5. Reliance on Certain Exemptions

At no time since the commencement of Fiscal 2025 has the Corporation relied on the exemption in section 2.4 of NI 52-110 (De Minimis Non-audit Services), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (Exemptions).

6. Pre-Approval Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services other than the general requirements under the heading "External Audit" of the Audit Committee Charter which states that the Audit Committee must pre-approve any non-audit services to the Corporation and the fees for those services.

7. External Auditor Service Fees (By Category)

The aggregate fees billed by the Corporation's external auditors in each of the fiscal years ended September 30, 2025 and 2024 for audit and non-audit related services are as follows:

	<u>Year ended</u> <u>September 2025</u>	<u>Year ended</u> <u>September 2024</u>
Audit fees ⁽¹⁾	\$35,438	\$32,625
Tax fees	-	-
All other fees	-	-
Total Fees:	\$35,438	\$32,625

Note:

- (1) Audit fees for the years ended September 30, 2025 and 2024, were for professional services rendered by Kenway Mack Slusarchuk Stewart LLP, Chartered Professional Accountants, for the audit of the Corporation's Fiscal 2025 and Fiscal 2024 annual financial statements, respectively.

8. Exemption

As a venture issuer within the meaning of NI 52-110, the Corporation is relying upon the exemption provided by section 6.1 of NI 52-110, which exempts venture issuers from the requirements of Part 3, *Composition of the Audit Committee* and Part 5, *Reporting Obligations* of NI 52-110.

SCHEDULE A

Audit Committee Charter

See attached.

**TRUSTBIX INC.
AUDIT COMMITTEE CHARTER**

1. AUDIT COMMITTEE ROLE

The Audit Committee (the "Committee") is a committee of the Board of Directors (the "Board") of TrustBIX Inc. (the "Corporation"). Its role is to assist the Board in its oversight of the integrity of the financial and related information of the Corporation including its financial statements, the internal controls and procedures for financial reporting and the processes for monitoring compliance with legal and regulatory requirements and to review the independence, qualifications and performance of the external auditor of the Corporation. Management is responsible for establishing and maintaining those controls, procedures and processes and the Audit Committee is appointed by the Board to review and monitor them.

While the Audit Committee shall have the responsibilities and powers set forth in this charter, it shall not be the duty of the Audit Committee to determine whether the Corporation's financial statements are complete, accurate, or in accordance with generally accepted accounting principles or to conduct audits. These are the responsibilities of management and the external auditor in accordance with their respective roles.

The responsibilities of a member of the Audit Committee shall be in addition to such members' duties as a member of the Board.

2. AUTHORITY OF AUDIT COMMITTEE

The Audit Committee shall have the power to conduct or authorize investigations into any matters within the Committee's scope of responsibilities. In connection with such investigations or otherwise in the course of fulfilling its responsibilities under this Charter, the Audit Committee shall have the authority to engage independent counsel and other advisors as it determines necessary to carry out its duties, to set and pay the compensation for any advisors employed by the Audit Committee and to communicate directly with the internal and external auditors. The Audit Committee shall also have unrestricted access to the Corporation's personnel and documents and will be provided with the resources to carry out its responsibilities. The Audit Committee shall have direct communication channels with the internal auditors (if any) and the external auditors to discuss and review specific issues as appropriate.

3. COMPOSITION OF COMMITTEE

The Committee shall consist of as many members as the Board shall determine, but in any event not fewer than three Directors, provided that the majority of the members of the Audit Committee shall be independent directors. For purposes hereof "independent" has the meaning set forth under National Instrument 52-110, *Audit Committees* (as amended from time to time).

4. APPOINTMENT OF COMMITTEE MEMBERS

The members of the Committee shall be appointed by the Board on the recommendation of the Nominating & Corporate Governance Committee of the Corporation (the "NCG Committee"). The members of the Committee shall be appointed annually at the time of each annual meeting of shareholders, and shall hold office until the next annual meeting, or until they are removed by the Board or until their successors are earlier appointed, or until they cease to be directors of the Corporation. Members of the Committee may serve consecutive terms, which are encouraged to ensure continuity of experience.

Where a vacancy occurs at any time in the membership of the Committee, it may be filled by the Board on the recommendation of the NCG Committee, and shall be filled by the Board if the membership of the Committee is fewer than three Directors. The Board may remove and replace any member of the Committee.

5. MEMBERSHIP QUALIFICATION

All members of the Committee must be a Director of the Corporation. A member of the Committee shall automatically cease to be a member upon ceasing to be a Director of the Corporation.

All members of the Audit Committee must be "financially literate". Financial literacy means that the member has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.

6. COMMITTEE CHAIRPERSON

The Board, upon recommendation of the NCG Committee shall appoint a Chairperson for the Committee. The Chair may be removed and replaced by the Board. The Chairperson shall be appointed for a one-year term and may serve any number of consecutive terms.

The Chairperson of the Committee shall preside at all meetings of the Committee and shall have a second and deciding vote in the event of a tie. If the Chairperson is absent from a meeting, then the remaining members of the Committee shall appoint one of their members to act as Chairperson.

7. REGULAR MEETINGS

The Chairperson, in consultation with the Committee members, shall determine the schedule and frequency of the Committee meetings, provided that the Committee shall meet at least four times per year. The Committee at any time may, and at each regularly scheduled Committee meeting shall, meet without management of the Corporation present.

8. SPECIAL MEETINGS

The Chairperson, any two members of the Committee, or the Chief Executive Officer of the Corporation may call a special meeting of the Committee.

9. QUORUM

Quorum of a meeting of the Audit Committee shall be the attendance of two (2) members thereof. A member or members of the Audit Committee may participate in a meeting of the Audit Committee by means of such telephonic, electronic or other communication facilities as permits all persons participating in the meeting to communicate adequately with each other. A member participating in such a meeting by any such means is deemed to be present at the meeting.

10. NOTICE OF MEETINGS

Notice of the time and place of every meeting shall be given in writing or by e-mail or facsimile communication to each member of the Committee at least 48 hours prior to the time fixed for such meeting; provided, however, that a member may in any manner waive a notice of a meeting and attendance of a member at a meeting is a waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

11. AGENDA

The Chair shall develop and set the Committee's agenda for each meeting, in consultation with other members of the Committee and the Board. The agenda and information concerning the business to be conducted at each Committee meeting shall, to the extent practical, be communicated to the members of the Committee sufficiently in advance of each meeting to permit meaningful review.

12. ACCESS

In discharging its responsibilities, the Committee shall have full access to all books, records, facilities and personnel of the Corporation.

13. ATTENDANCE OF OFFICERS AND EMPLOYEES AT A MEETING

At the invitation of the Chairperson, one or more officers or employees of the Corporation may, and if required by the Committee shall, attend a meeting of the Committee.

14. PROCEDURE, RECORDS AND REPORTING

The Committee shall fix its own procedure at meetings, keep records of its proceedings and report to the Board when the Committee may deem appropriate (but not later than the next meeting of the Board). The minutes of the Committee meetings shall accurately record the decisions reached and shall be distributed to Audit Committee members with copies to the Board, the Chief Executive Officer, the Chief Financial Officer and the external auditor.

A written resolution signed by all the members of the Audit Committee entitled to vote on that resolution at a meeting of the Audit Committee is as valid as if it had been passed at a meeting of the Audit Committee.

15. COMMITTEE RESPONSIBILITIES

In carrying out its role, the Audit Committee shall:

A. General

- i) Meet at least four times per year or, more frequently if circumstances or the obligations of the Audit Committee require;
- ii) Report to the Board on such matters as the Board may from time to time refer to the Audit Committee;
- iii) Annually review and reassess the adequacy of this charter and submit such evaluation to the Board and recommend any proposed changes to the Board for approval;

B. External Auditor

- i) Require the external auditor to report directly to the Audit Committee and shall provide notice of each Audit Committee meeting to the external auditor;
- ii) Recommend to the Board the external auditor to be nominated for the purpose of preparing or issuing the auditor's report or performing other audit, review or attest services for the Corporation and the compensation of the external auditor, and as necessary, review and approve the discharge of the external auditor. If the event of a change of external auditor, the Audit Committee shall review all issues and provide documentation related to the change;

- iii) Be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing the auditor's report or performing other audit, review or attest services for the Corporation;
- iv) Oversee the resolution of disagreements between management and the external auditor regarding financial reporting;
- v) Pre-approve any non-audit services to be provided to the Corporation or its subsidiaries by the external auditor and the fees for those services;
- vi) Take reasonable steps to confirm the independence of the external auditor, which shall include, but shall not be limited to:
 - a. ensuring receipt, at least annually, from the external auditor of a formal written statement delineating all relationships between the external auditor and the Corporation, including non-audit services provided to the Corporation, consistent with the Canadian Institute of Chartered Accountants Handbook;
 - b. considering and discussing with the external auditor any disclosed relationships or services, including non-audit services, that may impact the objectivity and independence of the external auditor; and
 - c. enquiring into and determining the appropriate resolution of any conflict of interest in respect of the external auditor;
- vii) Review and approve the Corporation's hiring policies regarding the hiring of partners, employees, and former partners and employees of the Corporation's existing and former external auditor;

C. Audit and Other Review Processes

- i) Consider, in consultation with the external auditor, the audit scope and plan of the external auditor;
- ii) Consider and review with the external auditor the matters required to be discussed by Section 5751 of the Canadian Institute of Chartered Accountants Handbook, as the same may be modified or supplemented from time to time;
- iii) Review and discuss with management and the external auditor, as appropriate, at the completion of the annual audit:
 - a. the Corporation's annual audited financial statements and related footnotes, including the accompanying management's discussion and analysis prior to their release;
 - b. the external auditor's audit of the financial statements and its report thereon;
 - c. any significant changes required to be made in the external auditor's audit plan;

- d. any serious difficulties or disputes between management and the external auditor during the course of the external auditor's audit;
 - e. any related findings and recommendations of the external auditor together with management's responses including the status of previous recommendations; and
 - f. any other matters related to the conduct of the external audit which are to be communicated to the Audit Committee by the external auditor under Canadian generally accepted auditing standards;
- iv) Review and discuss with management and the external auditor, as appropriate, at the completion of each interim period, the Corporation's interim financial statements including the accompanying management's discussion and analysis prior to their release;
 - v) Review and discuss with management and the external auditor, as appropriate, any annual and interim earnings guidance and other press releases containing information derived from the Corporation's financial statements prior to their release;
 - vi) Ensure that the Corporation has satisfactory procedures in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements and the Audit Committee shall periodically assess the adequacy of such procedures;
 - vii) Review and discuss with management and the external auditor and others, as appropriate, the Corporation's internal system of audit controls established by management and the Board and the effectiveness of such controls, and inquire of management and the external auditor about significant financial risks or exposures and the steps management has taken to the minimize such risks;
 - viii) Review and discuss with management and the external auditor, as appropriate, the Corporation's financial reporting practices, including changes in, or adoptions of, accounting standards and principles and disclosure practices;
 - ix) Review with management and the external auditor their qualitative judgments about appropriateness, not just the acceptability, of accounting principles and accounting disclosure practices used or proposed to be used, and particularly, the degree of aggressiveness or conservatism of the Corporation's accounting principles and underlying estimates;
 - x) Meet with the external auditor and management in separate sessions, as necessary or appropriate, to discuss any matters that the Audit Committee, the external auditor or management believe should be discussed privately with the Audit Committee, provided however that the Audit Committee may request any officer, director or employee of the Corporation, its outside legal counsel or other advisors to attend a meeting of the Audit Committee or to meet with any members of, or advisors to, the Audit Committee and to assist in any such discussions;

D. Public Disclosure Documents

- i) Review all public disclosure documents, including but not limited to press releases, containing audited or unaudited financial information, any prospectuses, annual reports, annual information forms, and management's discussion and analysis prior to their public release or filing with securities regulators;
- ii) Establish, maintain and uphold the Corporation's Policy on Corporate Disclosure and Confidential Information;

E. Risk Assessment

Assess significant risk areas and the Corporation's policies to manage risk including, without limitation, environmental risk, insurance coverage and other areas as determined by the Board from time to time;

F. Procedures for Complaints

- i) Establish procedures for the receipt, retention and treatment of any complaint received by the Corporation regarding accounting, internal accounting controls or auditing matters including procedures for the confidential, anonymous submissions by employees of the Corporation of concerns regarding questionable accounting or auditing matters; and
- ii) Establish, maintain and uphold the Corporation's Whistleblower Policy.