



Management Information Circular

Notice of Notice of 2023 Annual and Special Meeting of Shareholders

May 17, 2023



Notice of 2023 Annual and Special Meeting of Shareholders

You are invited to our 2023 annual and special meeting of common shareholders (the "Meeting"):

When: Thursday, June 29, 2023 at 10:30 a.m. (Mountain time)

Where: Virtual-only meeting via live audio webcast at <http://web.lumiagm.com/234938413>

We will conduct the following items of business at the Meeting:

1. Receive our 2022 annual audited consolidated financial statements and the auditors' report thereon.
2. Fix the number of directors to be elected at the Meeting at nine members.
3. Elect the nine Management nominees as directors.
4. Appoint KPMG LLP as auditors and authorize the directors to fix their remuneration.
5. Consider an ordinary resolution approving our new omnibus incentive compensation plan and common shares issuable pursuant to unallocated awards thereunder.
6. Transact such other business as may be properly brought before the Meeting.

Your vote is important.

If you are a shareholder of record of Touchstone Exploration Inc. common shares at the close of business on May 15, 2023, you are entitled to receive notice of, participate in, and vote at the Meeting. We encourage you to vote your common shares and participate in the Meeting. Our management information circular dated May 17, 2023 includes important information with respect to the matters proposed at the Meeting, voting your common shares and attending and participating at the Meeting. Please read it carefully before you vote.

We are holding a virtual-only Meeting which will be conducted via live audio webcast. Every shareholder and duly appointed proxyholder, regardless of their geographic location and ownership, will have an equal opportunity to participate in the Meeting online and vote on the matters to be considered at the Meeting. You cannot attend the Meeting in person.

By Order of the Board of Directors

(signed) "Paul R. Baay"

Paul R. Baay

Director, President and Chief Executive Officer

Calgary, Alberta, Canada

May 17, 2023

How to vote			
	Registered Shareholder <i>Shares held in own name</i>	Beneficial Shareholder <i>Shares held with a broker, bank or other intermediary</i>	Depository Interest Holder <i>Shares held via depository interests on the UK register</i>
Internet:	https://login.odysseytrust.com/pxlogin	www.proxyvote.com	n/a
Phone:	n/a	Call the number(s) listed on your voting instruction form	n/a
Mail:	Return your form of proxy in the enclosed reply envelope	Return your voting instruction form in the enclosed reply envelope	Return your form of direction in the enclosed reply envelope by 5:30 p.m. (BST) on June 21, 2023

If you cannot participate in the Meeting, please submit your vote well in advance of the proxy deposit deadline of 10:30 a.m. (Mountain time) on Tuesday, June 27, 2023.

Letter to Shareholders

Dear fellow shareholders,

On behalf of the Board of Directors and Management team of Touchstone Exploration Inc., we are pleased to invite you to attend our annual and special meeting of shareholders to be held on Thursday, June 29, 2023 at 10:30 a.m. (Mountain time) in a virtual-only format that will be conducted via live audio webcast accessible at <http://web.lumiagm.com/234938413>.

Every shareholder and duly appointed proxyholder, regardless of their geographic location and ownership, will have an equal opportunity to participate at the meeting and vote on the matters to be considered at the meeting. Your vote is important to us. Whether or not you plan to participate in the meeting, we urge you to vote and submit your voting instruction or proxy form in advance of the meeting. This document contains detailed instructions on how to vote and participate in our meeting and includes important information about how Touchstone is governed and how our directors and executive officers are compensated.

Over the past three years, Management has put a Trinidad-focused strategy into motion, taking decisive steps to transform the Company into one of Trinidad's largest independent onshore oil and natural gas operators. In 2022, we laid the groundwork to establish our next stage of growth. Our achievements included obtaining regulatory approvals for development of our Cascadura discovery and the commissioning and initial production from our Coho natural gas facility.

In August of 2022, we received final regulatory approvals required to conduct exploration, developmental and production operations within the Cascadura area of the Ortoire block. Although the process took longer than anticipated, I believe when we reflect back that we will realize and appreciate the long-term benefit of ensuring our facility is best in class and our operations are aligned with the interests of our local stakeholders.

In October of 2022, our Coho facility safely delivered initial natural gas, representing the first onshore natural gas project to come onstream in Trinidad and Tobago in over twenty years. The state-of-the-art facility is capable of 24 million cubic feet of gross natural gas per day, giving us the ability to potentially increase future natural gas production volumes in the Coho area through a combination of well optimization and additional drilling.

We remain committed to our purpose of providing energy responsibly, and foundational to this purpose is maintaining a high level of understanding of current and emerging environmental, social and governance ("ESG") matters and proactively evaluating industry best practices and current technology to implement and deliver on our ESG goals and targets. Our priority is to ensure long-term success through responsible energy development and production while creating a diverse and inclusive environment with a focus on continuous improvement and transparency. We are developing an ongoing strategy to reduce our environmental footprint, and our current initiatives include reducing solution gas from our legacy crude oil wells and sales facilities, reducing effluent released into the environment and proceeding with a forest restoration program as outlined in our 2021 sustainability report. In addition, we continue to regard safety and the wellbeing of our staff as our primary priority. In 2023 we anticipate receiving our local Safe to Work (STOW) certification and will continue to encourage safety across all aspects of the organization. We look forward to continuing our ESG journey and providing greater detail and transparency on our performance in our upcoming 2022 sustainability report.

In 2023 we are prioritizing the Cascadura facility construction project in anticipation of a step change in our production levels with a focus on converting our extensive Trinidad reserves base to cash flows. Our strategy is aimed at moving from our historical reliance on crude oil production to a diversified production mix of oil, natural gas and associated liquids, as well as prioritizing our multi-year development and exploration opportunities based on an optimal portfolio strategy. We have proven that value creation in the onshore Trinidad upstream oil and gas industry is accomplished through drilling. We are in a unique position of having a balanced development and exploration portfolio and future product diversification that ultimately lowers our risk profile as we proceed with our long-term business strategy.

On behalf of our Board of Directors, I would like to express our sincere thanks to our management team, employees and contractors for their tireless efforts and performance. 2022 was a complex year of change and activity, and despite many hurdles, our team continued to demonstrate a relentless commitment to safety and operational excellence. Through a great team effort, we significantly advanced Touchstone's long-term strategy and positioned the Company for profitable growth in the years ahead.

On behalf of our Board and management team, we thank you, our shareholders, for your continued support and confidence in Touchstone.

Sincerely,

(signed) "Paul R. Baay"

Paul R. Baay
Director, President and Chief Executive Officer

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Management Information Circular

For the Annual and Special Meeting of Shareholders to be held on June 29, 2023

This management information circular ("**Information Circular**") is furnished in connection with the solicitation of proxies by the Management of Touchstone Exploration Inc. ("**Touchstone**", "**we**", "**our**", "**us**" or the "**Company**") for use at the 2023 annual and special meeting of the holders of common shares of Touchstone (the "**Meeting**"). **Information contained in this Information Circular is given as of May 17, 2023, and all amounts set forth herein are stated in Canadian dollars, unless noted otherwise.**

Touchstone is having a virtual-only Meeting this year, which will be conducted via live audio webcast. All shareholders will have an opportunity to participate in the Meeting online regardless of their geographic location. Shareholders will not be able to attend the Meeting in person. The virtual-only Meeting will be conducted via live audio webcast at <http://web.lumiagm.com/234938413> commencing at 10:30 a.m. (Mountain time) on June 29, 2023 for the purposes set forth in the accompanying Notice of 2023 Annual and Special Meeting of Shareholders (the "**Notice of Meeting**").

The experience of holding virtual shareholder meetings since 2020 has generally been positive, providing shareholders with the ability to attend, ask questions and vote in real time at the Meeting, regardless of their geographic location. Participation at virtual shareholder meetings has enabled access to a wider spectrum of shareholders, including our United Kingdom based shareholders and our Trinidadian employee base, than is possible through an exclusively in-person shareholder meeting. With these benefits in mind, it is our intention to continue to hold virtual or hybrid annual meetings going forward.

You will find financial information about Touchstone in our comparative annual audited consolidated financial statements and accompanying management's discussion and analysis of our financial and operating results for the year ended December 31, 2022. You can also find these documents and other important information about Touchstone on our website (www.touchstoneexploration.com) and under our profile on the System for Electronic Document Analysis and Retrieval ("**SEDAR**") (www.sedar.com). You may also contact us for a copy of these documents.

This Information Circular contains forward-looking statements that are based on our current expectations, estimates, projections and assumptions in light of our experience and perception of historic trends. Forward-looking statements involve known and unknown risks, and actual results may differ materially from those expressed or implied by these forward-looking statements. These forward-looking statements are made only as of the date of this Information Circular, and Touchstone does not undertake any obligation or intent to publicly update or revise the forward-looking statements contained in this document, except as required by law. Please see the "*Advisories - Forward-looking Statements*" section herein for further information.

In this Information Circular, we also refer to certain financial measures that are not defined by Canadian generally accepted accounting principles ("**GAAP**"). Please see the "*Advisories - Non-GAAP Financial Measures*" section herein for information about these measures and why they are used.

About Touchstone Exploration Inc.

Touchstone is incorporated under the laws of Alberta, Canada with its head office located in Calgary, Alberta. The Company is a petroleum and natural gas exploration and production company active in the Republic of Trinidad and Tobago ("**Trinidad**"). Touchstone is currently one of the largest independent onshore oil and natural gas producers in Trinidad, with assets in several large, high-quality reservoirs that have significant internally estimated total petroleum and natural gas initially-in-place and an extensive inventory of petroleum and natural gas development and exploration opportunities. The Company's common shares are traded on the Toronto Stock Exchange ("**TSX**") and the AIM market of the London Stock Exchange ("**AIM**") under the symbol "TXP".

Meeting Details and Proxy Solicitation

Meeting Materials

We have elected to use the "notice-and-access" provisions under National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* to deliver Meeting materials to the registered holders of our common shares ("**Registered Shareholders**") and our Beneficial Shareholders (as defined below). The notice-and-access provisions are a set of rules developed by the Canadian Securities Administrators that allow companies to post certain meeting materials online, reducing paper usage and mailing costs. All shareholders will still receive a notice form with information about the Meeting and how to obtain our Meeting materials, as well as a form of proxy (Registered Shareholders) or a voting instruction form (Beneficial Shareholders). All shareholders who previously asked to receive financial information will also receive a copy of our 2022 annual audited consolidated financial statements and accompanying management's discussion and analysis.

Shareholders with questions about notice-and-access can call our transfer agent, Odyssey Trust Company ("**Odyssey**") toll free within North America at 1-888-290-1175 (1-587-885-0960 outside of North America).

In order to receive a paper copy of this Information Circular and other Meeting materials, requests by shareholders may be made up to one year from the date the Information Circular was filed on SEDAR (www.sedar.com) by:

- (i) calling Odyssey toll free within North America at 1-888-290-1175 (1-587-885-0960 outside of North America);
- (ii) by emailing a request to info@touchstoneexploration.com; or
- (iii) online at the following websites: www.touchstoneexploration.com/investors/shareholder-meetings or www.odysseycontact.com. Requests should be received at least ten business days in advance of the proxy deposit date set out in the proxy or voting instruction form in order to receive the Meeting materials in advance of such date and the Meeting date.

Who Can Vote

Only shareholders of record at the close of business on May 15, 2023 are entitled to vote at the Meeting, unless that shareholder has transferred any common shares subsequent to that date and the transferee of those common shares, not later than ten days before the Meeting, establishes ownership of the common shares and demands that the transferee's name be included on the list of persons entitled to vote at the Meeting.

Proxy Solicitation

Management of Touchstone is soliciting your proxy for the Meeting. We pay all costs for producing and mailing this Information Circular and Meeting materials and for soliciting your proxy. Brokers, nominees or other persons holding common shares in their names will be reimbursed for their reasonable charges and expenses in forwarding proxies and proxy material to the Beneficial Shareholders of such common shares. Our employees and directors may contact you by telephone, electronically or in person to encourage you to vote; however, they are not paid for these services. While no arrangements have been made to date, we may contract for the distribution and solicitations of proxies for the Meeting.

How to Participate in the Meeting

Registered Shareholders and duly appointed proxyholders (including Beneficial Shareholders who have duly appointed themselves as proxyholders) who participate in the Meeting online will be able to listen to the virtual Meeting, ask questions and vote, all in real time, provided they are connected to the internet and properly follow the instructions on the website. Beneficial Shareholders who have not duly appointed themselves as proxyholders may still participate in the Meeting as guests. Guests will be able to listen to

the Meeting but will not be able to vote or ask questions at the Meeting.

Please follow these steps to attend the virtual-only Meeting:

- Go to <http://web.lumiagm.com/234938413> in your web browser.
- If you have voting rights, select "Login" and enter your username and the password "touchstone2023" (case sensitive).
- If you do not have voting rights, select "Guest" and complete the online form.

You will be able to login to the website from 10:00 a.m. (Mountain time) on June 29, 2023. The Meeting will start at 10:30 a.m. (Mountain time).

Please visit <https://odysseytrust.com/virtual-meetings> for a tutorial on logging in, participating and voting in the virtual Meeting and please visit our website (www.touchstoneexploration.com/investors/shareholder-meetings) for a detailed virtual meeting user guide.

Asking Questions at the Meeting

Touchstone believes that the ability to participate in the Meeting in a meaningful way remains important despite the decision to hold the Meeting virtually. Registered Shareholders, Beneficial Shareholders who have appointed themselves as proxyholders, and proxyholders accessing the Meeting will have the opportunity to ask questions at the Meeting in writing by sending a message to the Chair of the Meeting online through the virtual meeting platform. Questions will be addressed at the end of the formal meeting.

Participants who login as guests can listen to the Meeting but are not able to vote or ask questions at the Meeting.

Difficulties in Accessing the Meeting

Shareholders with questions regarding the virtual meeting portal or requiring assistance accessing the Meeting website may contact Lumi support at support@lumiglobal.com or visit www.lumiglobal.com/faq for additional information.

If you are accessing the Meeting, you must remain connected to the internet at all times during the Meeting in order to vote when balloting commences. If you lose connectivity once the Meeting has commenced, there may be insufficient time to resolve your issue before ballot voting is completed. Therefore, even if your current plan is to access the Meeting and vote during the live webcast, you should consider voting your common shares in advance or by proxy so that your vote will be counted in the event that you experience any technical difficulties or are otherwise unable to access the Meeting.

Voting and Proxies

Registered Shareholders

You are a Registered Shareholder if you have share certificates in your name.

How to Vote

If you are a Registered Shareholder, you can vote your common shares using the form of proxy provided by the Company or by participating and voting in real time at the Meeting online. The 12-digit control number located at the bottom of your proxy form is your username required to login to the Meeting.

Voting by Proxy

Shares represented by proxy will be voted as directed by the holder. The representatives of Touchstone named in the form of proxy are willing to serve as proxyholders, and voting instructions can be provided to them in one of two ways:

- through the internet at <https://login.odysseytrust.com/pxlogin> by using the 12-digit control number located at the bottom of the proxy form; or
- by completing the proxy form and mailing it in the enclosed reply envelope.

If appointed and you do not specify your voting instructions, the representatives of Touchstone will vote your shares FOR each item of business.

Alternatively, you have the right to appoint a proxyholder (who need not be a shareholder) other than the representatives of Touchstone designated in the form of proxy to represent you at the Meeting. If you wish to appoint someone else to be your proxyholder, please insert the name of your chosen proxyholder in the space provided on the proxy form and return your proxy by mail or vote by using the internet at <https://login.odysseytrust.com/pxlogin>. In addition, **YOU MUST** email appointee@odysseytrust.com by 10:30 a.m. (Mountain time) on Tuesday, June 27, 2023 and provide Odyssey with the required information for your chosen proxyholder so that Odyssey may provide the proxyholder with a control number via email. This control number will be the username to allow your proxyholder to login to and vote at the Meeting. **Without a control number your proxyholder will only be able to login to the Meeting as a guest and will not be able to vote.**

A form of proxy will not be valid for the Meeting or any adjournment or postponement thereof unless it is signed by the shareholder or by the shareholder's attorney authorized in writing, or if the shareholder is a corporation, it must be executed by a duly authorized officer or attorney thereof.

If any amendments or variations are proposed at the Meeting or any adjournments or postponements thereof to matters set forth in the proxy and described in this Information Circular, or if any other matters properly come before the Meeting or any adjournments or postponements thereof, the proxy confers upon the shareholder's nominee discretionary authority to vote on such amendments or variations or such other matters, regardless of whether or not the amendments or variations or such other matters are routine or contested, according to the best judgement of the person voting the proxy at the Meeting. At the date of this Information Circular, Management of Touchstone knows of no such amendments or variations or other matters to come before the Meeting.

Beneficial Shareholders

Many of our shareholders are Beneficial Shareholders. You are a beneficial shareholder if your shares are registered in the name of a nominee, such as your bank, trust company, securities broker or trustee ("**Beneficial Shareholders**"). In Canada, the vast majority of such shares are registered under the name of CDS & Co., the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms. In the United States, most common shares are registered in the name of Cede & Co., the nominee of The Depository Trust Company.

Brokers or nominees can only vote the shares for their clients if they have received specific voting instructions from them.

Voting Instructions

To vote your shares as a Beneficial Shareholder, you must give your broker your voting instructions using the voting instruction form provided. Be sure to follow the instructions provided on the form to allow enough time for your voting instructions to reach your nominee, so they have sufficient time to process them prior to the Meeting.

The majority of brokers and nominees delegate responsibility for obtaining voting instructions from their clients to Broadridge Investor Communications Solutions Inc. ("**Broadridge**"). Broadridge typically mails a voting instruction form in lieu of a form of proxy that is to be completed and returned to them by mail or fax. Alternatively, you can call the toll-free telephone number or visit www.proxyvote.com to submit your voting instructions online. The voting instruction form cannot be used at the Meeting; it must be returned to Broadridge well in advance of the Meeting in order to have your shares voted.

For any questions regarding the voting of common shares held through an intermediary, please contact that intermediary for assistance.

Voting at the Meeting

If you are a Beneficial Shareholder and you want to participate in the Meeting and vote your shares in real time, you must print your own name as the proxyholder on the voting instruction form and return it in the enclosed reply envelope. Do not complete the rest of the form or submit your voting instructions because your vote will be taken at the Meeting. If your voting instruction form indicates that you can vote online, you must type your name as proxyholder on the online form according to the instructions.

Odyssey will provide you with a 12-digit control number via email after the proxy voting deadline has passed, and you have been duly appointed and registered as described in the heading "*Registered Shareholders - Voting by Proxy*" above.

Depositary Interest Holders

Beneficial Shareholders who hold their common shares through the depositary ("**Depositary Interest Holders**") Link Market Services Trustees (Nominees) Limited (the "**Depositary**") are required to follow the following UK voting instructions.

Depositary Interest Holders can direct the Depositary how to vote their common shares or abstain from voting by completing, signing and returning the enclosed form of direction (the "**Form of Direction**"). To be valid, the Form of Direction must be filled out, executed (exactly as the shareholder's name appears on the Form of Direction), and returned by mail using the enclosed reply envelope, or by courier or hand delivery to the office of the Depositary, Link Group, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL, no later than 5:30 p.m. (BST) on Wednesday, June 21, 2023 in order for the Depositary to vote as per your instructions at the Meeting. Alternatively, Depositary Interest Holders may instruct the Depositary how to vote by utilizing the CREST electronic voting service as explained under the "*CREST Voting Instructions*" heading below.

If Depositary Interest Holders receive requests from underlying Beneficial Shareholders to participate in the virtual Meeting and vote their common shares in real time at the virtual Meeting, they should refer to the instructions included in the Form of Direction.

CREST Voting Instructions

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the Meeting or any adjournments or postponements thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (the "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & International Limited's specifications and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted by no later than 5:30 p.m. (BST) on Wednesday, June 21, 2023 (under

CREST Participation ID RA10). The time of receipt will be taken to be the time from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of the CREST Proxy Instruction. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s) to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat a CREST Proxy Instruction as invalid in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (as amended).

Deadline to Vote

Odyssey, our transfer agent, must receive your completed proxy form or voting instructions by 10:30 a.m. (Mountain time) on Tuesday, June 27, 2023, or if the Meeting is adjourned or postponed, not later than 48 hours (excluding Saturdays, Sundays and statutory holidays observed in the Province of Alberta) prior to the time set for the Meeting to be reconvened.

If you are a Beneficial Shareholder, we recommend sending your voting instructions immediately, which will allow enough time for your nominee to receive the information and forward it to Odyssey.

Changing Your Vote

You can revoke a proxy form you previously submitted by sending us a revocation notice in writing from you or an attorney to whom you have given written authorization. If the shareholder is a corporation, the change must be made under its corporate seal or by an authorized officer or attorney. The written notice must be delivered to our head office any time before 4:30 p.m. (Mountain time) on Wednesday, June 28, 2023 or if the Meeting is adjourned or postponed, the last business day before the date the Meeting is reconvened. The Chair of the Meeting may waive or extend the proxy cut-off without notice. You can also revoke your proxy in any other way the law permits. If you have followed the process for participating in and voting at the Meeting online as described under the heading "*How to Participate in the Meeting*" above, voting at the Meeting online will revoke your previous proxy. If you are a Beneficial Shareholder, contact your broker, financial institution or the nominee that holds your common shares to revoke your voting instructions.

Quorum for Meeting and Approval Requirements

At the Meeting, our by-laws state that quorum shall consist of two (2) or more persons present and holding or representing by proxy not less than five percent (5%) of the Company's outstanding common shares. If a quorum is not present at the opening of the Meeting, the shareholders present may adjourn the meeting to a fixed time and place but may not transact any other business.

All matters to be considered at the Meeting are ordinary resolutions requiring approval by more than fifty percent (50%) of the votes cast in respect of the resolution at the Meeting.

As of the date hereof, the Management of Touchstone is aware of no such amendment, variation or other matter to come before the Meeting other than the matters referred to in the Notice of Meeting.

Voting of Common Shares and Principal Holders Thereof

The Company is authorized to issue an unlimited number of common shares without nominal or par value. As of the date hereof, 233,037,226 common shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Company. The holders of common shares are entitled to one vote per common share at meetings of shareholders, to receive any dividend when declared by the Board of Directors of the Company (the "**Board**") and to receive *pro rata* upon liquidation, dissolution or winding-up of the Company, the remaining property of the Company.

The Company has not declared or paid dividends on the common shares since incorporation. Any decision made by the Board to pay dividends from time to time will be based upon, among other things, the level of cash flow, results of operations and financial condition, the need for funds to finance ongoing operations and other business and legal considerations as the Board considers relevant, including the satisfaction of the liquidity and solvency tests imposed by the *Business Corporations Act (Alberta)* ("**ABCA**") for the declaration and payment of such dividends.

The record date for the determination of shareholders is May 15, 2023, and only shareholders of record at the close of business on such date are entitled to receive notice of, participate in, and vote at the Meeting, unless a shareholder has transferred their common shares subsequent to that date and the transferee of those common shares, not later than ten days before the Meeting, establishes ownership of the common shares and demands that the transferee's name be included on the list of persons entitled to vote at the Meeting. As of the record date of the Meeting, there were 233,037,226 common shares issued and outstanding.

Based on information supplied to them, to the knowledge of our directors and executive officers, as of the date hereof, there are no persons or companies who beneficially owns, or controls or directs, directly or indirectly, more than ten percent (10%) of the voting rights attached to our issued and outstanding common shares.

Other Matters Related to the Meeting

Majority Voting Policy

The Board adopted a Majority Voting Policy because we believe it reflects good corporate governance. Unless there is a contested election, a director who receives more "withhold" than "for" votes will tender their resignation to the Chair of the Board, to be effective upon acceptance by the Board. The Board will accept the resignation absent extraordinary circumstances. The Board's decision to accept or reject the resignation must be made within ninety days of the particular annual meeting. The Board's decision, including the reasons for not accepting any resignation, will be promptly disclosed to the public, including by way of news release in advance of issuance. A copy of the policy is available on our website (www.touchstoneexploration.com/governance/board-mandate).

Advance Notice By-law

Amended and Restated By-law No. 1 of the Company (the "**By-law**"), which was ratified by shareholders at the Company's annual and special meeting of shareholders held in 2017, contains advance notice provisions, which provide shareholders, the Board and Management of the Company with a clear framework for nominating directors to ensure orderly business at shareholder meetings by effectively preventing a shareholder from putting forth director nominations from the floor of a shareholder meeting without prior notice. Among other things, the By-law fixes a deadline by which shareholders must submit notice of director nominations to the Company prior to any annual or special meetings of shareholders. It also specifies the information that a nominating shareholder must include in the notice to the Company regarding each director nominee and the nominating shareholder for the notice to be in proper written form in order for any director nominee to be eligible for nomination and election at any annual or special meetings of shareholders of the Company. These requirements are intended to provide all shareholders with the

opportunity to evaluate and review the proposed candidates and vote on an informed and timely manner regarding such nominees. The By-law does not affect nominations made pursuant to a "proposal" made in accordance with the ABCA or a requisition of a meeting of shareholders made pursuant to the ABCA. As of the date of this Information Circular, the Company has not received any nominations pursuant to the advance notice provisions contained in the By-law. A copy of the By-law is available on our website (www.touchstoneexploration.com/governance/constating-documents).

Matters to be Acted Upon at the Meeting

The following matters will be acted upon at the Meeting:

Proposal	Management's recommendation
Fix the number of directors to be elected at nine	FOR
Elect the nine Management nominees as directors	FOR
Appoint KPMG LLP as auditors and to authorize the directors to fix their remuneration	FOR
Approve the proposed omnibus incentive compensation plan and common shares issuable pursuant to unallocated awards under the omnibus incentive compensation plan	FOR

Receipt of the Financial Statements and Auditors' Report

At the Meeting, shareholders will receive the comparative annual audited consolidated financial statements of the Company for the year ended December 31, 2022 together with the auditors' report thereon, but no vote by the shareholders with respect thereto is required or proposed to be taken.

Our comparative annual audited consolidated financial statements and accompanying Management's discussion and analysis for the year ended December 31, 2022 are available on our website (www.touchstoneexploration.com) and under our profile on SEDAR (www.sedar.com).

Fixing the Number of Directors

Under our articles, the number of directors may be fixed or changed from time to time by ordinary resolution but shall not be fewer than three. Between annual meetings, the directors have the authority to fill casual vacancies that may from time to time exist or appoint additional directors provided however that such number of additional directors shall not exceed one-third of those directors elected at the last annual shareholder meeting. There are currently nine directors on our Board, and it is proposed that the number of directors to be elected at the Meeting be fixed at nine.

Management recommends that shareholders vote FOR fixing the number of directors to be elected at the Meeting at nine members. Unless instructed otherwise, the persons named in the enclosed form of proxy will vote FOR fixing the number of directors to be elected at the Meeting at nine members.

Election of Directors

Action is to be taken at the Meeting with respect to the election of directors. Shareholders will be asked to pass an ordinary resolution at the Meeting to elect, as directors, the nominees proposed by Management whose names are set forth below. Voting for the election of nominees will be conducted on an individual, and not on a slate, basis. Each nominee elected will hold office until the next annual meeting of shareholders or until such director's successor is duly elected or appointed, unless their office is vacated earlier in accordance with the Company's articles.

The nine nominees proposed for election as our directors are as follows:

Jenny Alfandary	Paul R. Baay	Dr. Priya Marajh
Kenneth R. McKinnon	Peter Nicol	Beverley Smith
Stanley T. Smith	Dr. Harrie Vredenburg	John D. Wright

Each proposed nominee has indicated their willingness to serve as a director until the next meeting of shareholders. Please refer to the "Board of Directors" section in this Information Circular for further information regarding the nominated directors.

Management recommends that shareholders vote FOR the election of the Management nominees as directors. Unless instructed otherwise, the persons named in the enclosed form of proxy will vote FOR the election of the Management nominees as directors.

Shareholders should note that, as a result of the Company's Majority Voting Policy, a "withhold vote" is effectively the same as a vote against a director nominee in an uncontested election.

If for any reason, any of the proposed nominees does not stand for election or is unable to serve as such, the Management designees named in the form of proxy reserve the right to vote for any other nominee in their sole discretion unless the shareholder has specified therein that its common shares are to be withheld from voting on the election of directors.

Appointment of Auditors

Unless otherwise directed, it is Management's intention to vote the proxies in favour of an ordinary resolution to appoint the firm of KPMG LLP, Chartered Professional Accountants, of Calgary, Alberta ("KPMG"), to serve as our auditors until the next annual meeting of the shareholders, and to authorize the directors to fix their remuneration. KPMG has been our auditors since September 29, 2021.

The Board appoints an independent registered accounting firm annually based on the recommendation of its Audit Committee. The Audit Committee and the Board have reviewed the performance of KPMG, including its independence relating to the audit, and recommends the re-appointment of KPMG as our auditors for 2023.

Management recommends that shareholders vote FOR the appointment of KPMG LLP as our auditors and to authorize the directors to fix their remuneration. Unless instructed otherwise, the persons named in the enclosed form of proxy will vote FOR the appointment of KPMG LLP as our auditors.

On September 29, 2021, following an extensive external auditor review and proposal process conducted by Management and the Board's Audit Committee, the Board unanimously approved that we change auditors from Ernst & Young LLP ("EY") to KPMG. There were no "reportable events" within the meaning of National Instrument 51-102 - *Continuous Disclosure Obligations* ("NI 51-102") involving the Company and EY in connection with the audits of the 2019 and 2020 financial years or in connection with any subsequent period up to and including September 29, 2021.

Certain information regarding the Company's Audit Committee that is required to be disclosed in accordance with National Instrument 52-110 - *Audit Committees* ("NI 52-110") is contained in the Company's 2022 Annual Information Form dated March 23, 2023 (the "2022 AIF") under the heading "Audit Committee" and in Appendix "C" attached to the 2022 AIF.

The following table summarizes the aggregate fees paid or payable to each auditor as applicable for the years ended December 31, 2022 and 2021. Invoices denominated in foreign currencies have been translated to Canadian dollars at average exchange rates for the relevant year.

Nature of services	2022 KPMG fees (\$)	2021 KPMG fees (\$)	2021 EY fees (\$)	2021 Combined fees (\$)
Audit fees ⁽¹⁾	223,341	176,492	58,708	235,200
Audit-related fees ⁽²⁾	-	-	-	-
Tax fees ⁽³⁾	-	-	37,165	37,165
All other fees ⁽⁴⁾	-	74,500	-	74,500
Total fees	223,341	250,992	95,873	346,865

Notes:

- "Audit fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit fees also include audit or other attest services in connection with statutory and regulatory filings and engagements.
- "Audit-related fees" include fees for assurance and related services that are reasonably related to the performance of the audit or review of the Company's consolidated financial statements but not reported as Audit fees.
- "Tax fees" include fees for professional services for tax compliance, tax planning and tax advice.
- "All other fees" include fees for all other services not meeting the fee classifications above. In 2021 we engaged KPMG to assist with the publication of our inaugural 2020 sustainability report published in December 2021, which represented the non-audit and non-tax fees paid in 2021. KPMG was engaged to perform these services prior to being appointed as our external auditors.

Proposed Omnibus Incentive Compensation Plan

Background

The Board adopted a new omnibus incentive compensation plan (the "**Omnibus Plan**") on May 11, 2023, a copy of which is found in Appendix "B" attached to this Information Circular. The adoption and implementation of the Omnibus Plan is subject to approval by shareholders at the Meeting. The Omnibus Plan is intended to replace the Company's current stock option plan (the "**Stock Option Plan**") which was implemented by the Company on December 17, 2012 and was amended and restated by the Board on June 19, 2017. The Omnibus Plan was adopted by the Board primarily to allow for a variety of equity-based awards that provide the Company with the ability to grant different types of incentives to our directors, executive officers, employees and consultants (each a "**participant**"), including options, restricted share units ("**RSUs**") and performance share units ("**PSUs**") (collectively referred to as "**awards**").

The Board, or a committee or plan administrator appointed by the Board, is authorized to designate, from time to time, the directors, executive officers, employees and consultants to whom awards shall be granted and determine, if applicable, the number of common shares to be covered by such awards and the terms and conditions of such awards. Unless otherwise determined by the Board, the Company shall not offer financial assistance to any participant in regard to the exercise of any award granted under the Omnibus Plan.

Common Shares Reserved for Issuance

The aggregate number of common shares reserved for issuance under the Omnibus Plan and the Stock Option Plan (collectively, the "**Incentive Plans**") shall not exceed ten percent (10%) of our common shares issued and outstanding from time to time, on a non-diluted basis.

If an outstanding award under the Stock Option Plan or the Omnibus Plan expires or is forfeited, surrendered, cancelled or is otherwise terminated for any reason without having been exercised or settled in full, or if common shares acquired pursuant to an award subject to forfeiture are forfeited, the common shares covered by such award, if any, will again be available for issuance under the Omnibus Plan. Common shares will not be deemed to have been issued pursuant to the Omnibus Plan with respect to any portion of an award that is settled in cash.

Any common shares subject to an award which has been exercised or settled in common shares will again be available for issuance under the Omnibus Plan.

The aggregate number of common shares issuable to any one participant under all of the Company's equity-based compensation arrangements shall not exceed ten percent (10%) of our issued and outstanding common shares. The aggregate number of common shares issuable to Company insiders ("**Insiders**" as that term is defined in the Company Manual of the TSX, as amended from time to time) at any time, issued within one year, across all equity-based compensation arrangements, shall not exceed ten percent (10%) of our issued and outstanding common shares.

The Omnibus Plan is considered to be an "evergreen" plan, since the common shares covered by awards which have been exercised or terminated will be available for subsequent grants under the Omnibus Plan and the total number of awards available to grant increases as the number of issued and outstanding common shares increases.

Options

All stock options granted under the Omnibus Plan will have an exercise price determined and approved by the Board at the time of grant, which shall not be less than the market value of such shares at the time of the grant. Market value is defined in the Omnibus Plan as the volume weighted average price of common shares on the TSX for the five trading days immediately preceding the grant date.

Subject to any vesting conditions set forth in a participant's grant agreement, an option shall be exercisable during a period established by the Board. The Omnibus Plan provides that the exercise period shall automatically be extended if the date on which it is scheduled to expire shall fall during a trading blackout period. In such cases, the extended exercise period shall expire ten business days after the last day of the trading blackout period. The Board may, in its discretion, provide for procedures to allow a participant to elect to undertake a "cashless exercise" in respect of options.

Share Units

The Board is authorized to grant RSUs and PSUs evidencing the right to receive common shares (issued from treasury), cash based on the value of a common share or a combination thereof at some future time to participants under the Omnibus Plan.

RSUs generally become vested, if at all, following a period of continuous employment. PSUs are similar to RSUs, but their vesting is, in whole or in part, conditioned on the attainment of specified performance metrics as may be determined by the Board. The terms and conditions of grants of RSUs and PSUs, including the quantity, type of award, grant date, vesting conditions, vesting periods, settlement date and other terms and conditions with respect to these awards will be determined by the Board and set out in the participant's grant agreement.

Subject to the achievement of the applicable vesting conditions, the payout of an RSU or PSU will generally occur on the applicable settlement date following the vesting date. The RSUs and PSUs are subject to adjustment, at the Board's discretion, triggered by the payment of dividends on the common shares, whereby the number of awards held may be multiplied by an adjustment ratio applicable to such awards on the date on which the Company pays a dividend on its common shares.

Adjustments

In the event of any subdivision, consolidation, reclassification, reorganization or any other change affecting the Company's common shares, any merger or amalgamation with or into another corporation, any distribution to all security holders of cash, evidences of indebtedness or other assets not in the ordinary course, or any transaction or change having a similar effect, the Board shall in its sole discretion, subject to the required approval of the TSX, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the participants in respect of awards under

the Omnibus Plan, including adjustments to the exercise price or number of common shares to which the participant is entitled upon exercise or settlement of an award, the number and kind of securities reserved for issuance pursuant to the Omnibus Plan and/or permitting the immediate exercise of any outstanding awards that are not otherwise exercisable.

Trigger Events

The Omnibus Plan provides that, unless otherwise determined by the Board, upon the termination for cause of a participant (i) any awards granted to such participant, that are unvested on the termination date, shall automatically terminate; and (ii) any awards granted to such participant that have already vested at the time of such termination for cause will be settled in accordance with the terms of the Omnibus Plan.

The Omnibus Plan further provides that, unless otherwise determined by the Board, upon the resignation or retirement of a participant, (i) the Board may, in its sole discretion, determine that a portion of the PSUs and/or RSUs granted to such participant that have not yet vested shall immediately vest and be settled; (ii) the portion of the PSUs and/or RSUs granted to such participant that have not yet vested and that are determined by the Board, in its sole discretion, not to immediately vest upon such participant's resignation or retirement, shall automatically terminate; (iii) vested options as of the termination date shall remain exercisable until the earlier of ninety days after the termination date or the expiry date of the options; and (iv) any outstanding PSUs and/or RSUs that have already vested of the date of such participant's resignation or retirement will be settled in accordance with the terms of the Omnibus Plan.

The Omnibus Plan further provides that, unless otherwise determined by the Board and except as otherwise provided by the terms and conditions of a participant's employment agreement, upon a participant's termination of employment as a result of death or disability, (i) all rights, title and interest in the options granted to such participant which are unvested on the termination date will continue to vest in accordance with the terms of the Omnibus Plan and the participant's grant agreement, for a period of up to two years; (ii) vested options (including such options that vest during the two year period following the termination date) will remain exercisable until the earlier of (A) two years after the termination date, and (B) the expiry date of the options; (iii) the Board may, in its sole discretion, determine that a portion of PSUs and/or RSUs granted to the participant that have not yet vested will immediately vest on the termination date and be settled; (iv) the portion of the PSUs and/or RSUs granted to the participant that have not yet vested and that are determined by the Board, in its sole discretion, not to vest upon death or disability, shall terminate automatically; and (v) any outstanding PSUs and/or RSUs that have already vested as of the date of such participant's death or disability will be settled in accordance with the terms of the Omnibus Plan.

Change of Control

In the event of a change of control, the Board has the power, in its sole discretion, to modify the terms of the Omnibus Plan and/or the awards granted thereunder (including to cause the vesting of all unvested awards) to assist the participants to tender into a take-over bid or any other transaction leading to a change of control. In such circumstances, the Board is entitled to, in its sole discretion, provide that any or all awards shall terminate, provided that any such outstanding awards that have vested shall remain exercisable until consummation of such change of control, and/or permit participants to conditionally exercise awards. The Board may at its discretion accelerate the vesting, where applicable, of any outstanding awards notwithstanding the previously established vesting schedule, regardless of any adverse or potentially adverse tax consequences resulting from such acceleration or, subject to applicable regulatory provisions and shareholder approval, extend the expiration date of any award, in accordance with the terms of the Omnibus Plan.

Assignment

Awards granted under the Omnibus Plan may not be assigned or transferred by a participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of a deceased participant.

Amendments and Termination

The Board is entitled to suspend or terminate the Omnibus Plan at any time, or from time to time to amend or revise the terms of the Omnibus Plan or of any granted award, provided that no such suspension, termination, amendment or revision will be made, (i) except in compliance with applicable law and with the prior approval, if required, of the shareholders, any stock exchange or any other regulatory body having authority over the Company; and (ii) if it would adversely alter or impair the rights of any participant, without the consent of the participant except as permitted by the terms of the Omnibus Plan, provided however, subject to any applicable rules of any stock exchange, the Board may from time to time, in its absolute discretion and without the approval of shareholders, make, amongst others, the following amendments to the Omnibus Plan or any outstanding award:

- any amendment to the vesting provisions, if applicable, or assignability provisions of awards;
- any amendment to the expiration date of an award that does not extend the terms of the award past the original date of expiration for such award;
- any amendment regarding the effect of termination of a participant's employment or engagement;
- any amendment to the terms and conditions of grants of PSUs or RSUs, including the performance criteria, as applicable, the type of award, grant date, vesting periods, settlement date and other terms and conditions with respect to the awards;
- any amendment which accelerates the date on which any award may be exercised or payable, as applicable, under the Omnibus Plan;
- any amendment to the definition of an eligible participant under the Omnibus Plan;
- any amendment necessary to comply with applicable law or the requirements of any stock exchange or any other regulatory body;
- any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of the Omnibus Plan, correct or supplement any provision of the Omnibus Plan that is inconsistent with any other provision of the Omnibus Plan, correct any grammatical or typographical errors or amend the definitions in the Omnibus Plan;
- any amendment regarding the administration of the Omnibus Plan;
- any amendment to add a provision permitting the grant of awards settled otherwise than with common shares issued from treasury;
- any amendment to add a cashless exercise feature or net exercise procedure;
- any amendment to add a form of financial assistance; and
- any other amendment that does not require the approval of the holders of the Company's common shares pursuant to the amendment provisions of the Omnibus Plan.

For greater certainty, the Board shall be required to obtain shareholder approval to make the following amendments:

- any increase in the maximum number of common shares issuable pursuant to the Omnibus Plan, where, following the increase, the total number of securities issuable under the Omnibus Plan is equal to or greater than ten percent (10%) of the securities of the Company (calculated on a non-diluted basis) outstanding as of the date the Omnibus Plan was last approved by security holders;
- except for adjustments permitted by the Omnibus Plan, any reduction in the exercise price or purchase price of an award or any cancellation of an award and replacement of such award with an award with a lower exercise price or purchase price, to the extent such reduction or replacement benefits an Insider;

- any extension of the term of an award beyond its original expiry date, to the extent such amendment benefits an Insider;
- any amendment to remove or to exceed the limits set out in this Omnibus Plan on awards available to Insiders; and
- any amendment to the amendment provisions of the Omnibus Plan.

Legacy Stock Option Plan

The Company has an existing Stock Option Plan. For a description of the terms of the Stock Option Plan, see details provided herein under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*".

The Stock Option Plan provides for the issuance of stock options to a maximum of ten percent (10%) of the issued and outstanding common shares of the Company, provided that the maximum number of common shares issuable pursuant to outstanding stock options and all other equity-based compensation arrangements implemented by the Company shall not exceed ten percent (10%) of our common shares outstanding from time to time.

As of the date hereof, 233,037,226 common shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Company, and 11,928,435 stock options are outstanding, representing 5.1 percent of the current issued and outstanding common shares of the Company. Accordingly, the Company will have room under the Omnibus Plan to issue awards representing 11,375,287 common shares to participants, representing approximately 4.9 percent of the current issued and outstanding common shares of the Company.

Assuming the approval of the Omnibus Plan, no additional stock options will be granted under the Stock Option Plan. Stock options granted under the Stock Option Plan may not be assigned or transferred by a participant. All outstanding stock options previously issued pursuant to the Stock Option Plan will continue to be governed by the Stock Option Plan and will continue to vest in accordance with their existing vesting schedules.

Resolution

The TSX has conditionally accepted the Omnibus Plan, subject to the approval of shareholders, as described herein. Assuming the Omnibus Plan receives approval by the shareholders, and subject to final acceptance by the TSX, all new awards will be issued and governed by the Omnibus Plan. The Stock Option Plan will cease when there are no stock option awards outstanding. At the Meeting, shareholders will be asked to approve the following ordinary resolution adopting the Omnibus Plan (the "**Omnibus Plan Resolution**"):

"**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Touchstone Exploration Inc. (the "Company") that:

1. the omnibus incentive compensation plan of the Company, a copy of which is attached to the management information circular of the Company dated May 17, 2023 as Appendix "B" (the "Omnibus Plan") with such other conforming changes as the board of directors of the Company considers necessary or appropriate, be and is hereby authorized, ratified, approved and confirmed until June 29, 2026;
2. all common shares which may be issuable pursuant to unallocated awards under the Omnibus Plan be and are hereby approved and authorized until June 29, 2026; and
3. any director or officer of the Company is authorized and directed to do all such things and execute all such documents as may be necessary or desirable to give effect to the foregoing resolution."

To be adopted, the Omnibus Plan Resolution is required to be passed by the affirmative vote of a majority of the votes cast at the Meeting. If the Omnibus Plan Resolution is not passed at the Meeting, the Omnibus Plan will not be implemented, and the Company will remain authorized to issue stock option awards under the Stock Option Plan.

Management recommends that shareholders vote FOR the approval of the Omnibus Plan. Unless instructed otherwise, the persons named in the enclosed form of proxy will vote FOR the Omnibus Plan Resolution.

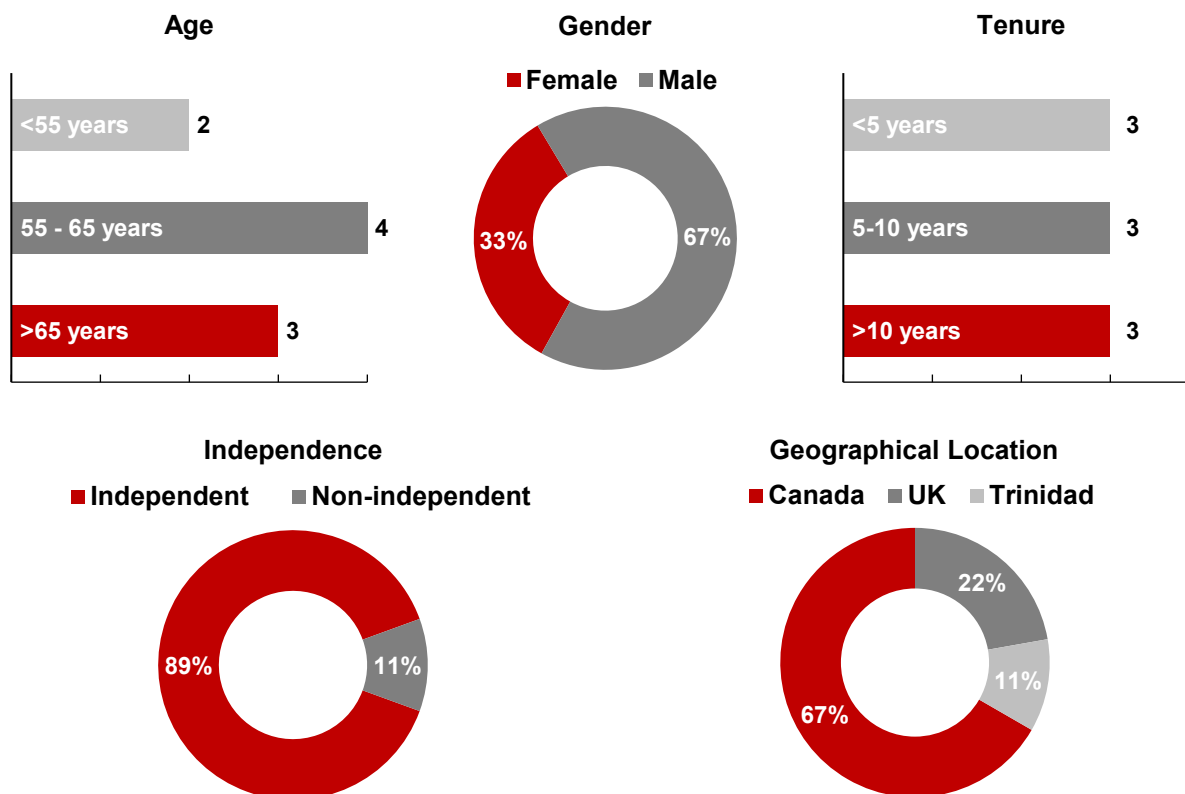
Other Matters

Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the common shares represented by proxy solicited hereby will be voted or withheld from voting on such matters in accordance with the best judgement of the person voting such proxy.

Board of Directors

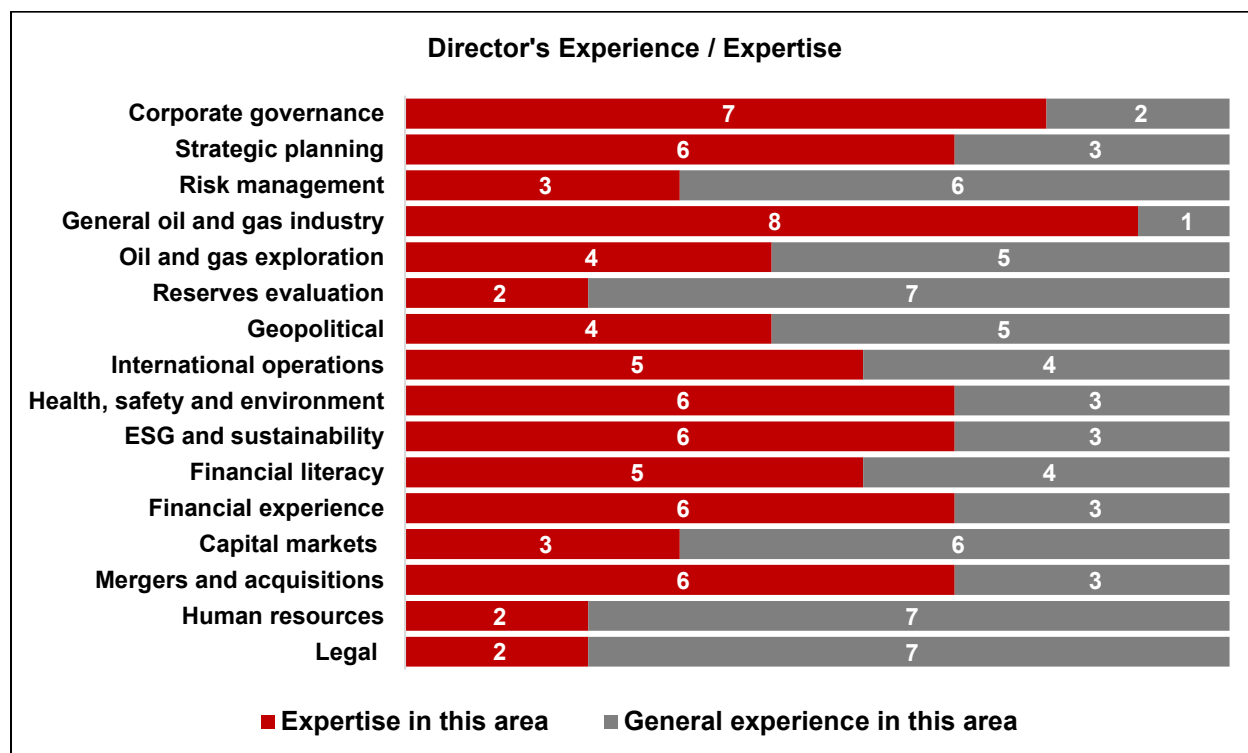
The Board of Directors is responsible for the stewardship of Touchstone on behalf of its shareholders to ensure the long-term success of the Company. The Board currently has nine members, including eight independent, non-management directors and the President and Chief Executive Officer. Management has nominated the Company's nine current directors to hold office until the next annual meeting of shareholders. The director nominees have a range of leadership in the international oil and gas industry, as well as expertise in other disciplines that we believe are beneficial to the Company and our shareholders.

Overview of Nominated Directors



Summary of Nominated Director's Experience

The following table sets forth the mix of experience and knowledge of our nominated directors.



Biographies of Nominated Directors

As of the date hereof, the directors of the Company, as a group, beneficially own, control or direct, directly or indirectly, 9,532,090 common shares representing approximately 4.1 percent of our issued and outstanding common shares. The following information related to the director nominees is based partly on our records and partly on information received by us from the nominees.

Notes to all nominated director biography tables hereunder:

1. The information as to common shares beneficially owned, or controlled or directed, directly or indirectly, is based upon information furnished to us by the respective director nominees as of December 31, 2022 and December 31, 2021.
2. The market value of Touchstone common shares represents the number held by each director nominee on December 31 of the applicable year multiplied by the closing price of the Company's common shares on the TSX on December 31 of the applicable year (2022 - \$0.92 and 2021 - \$1.61).
3. The value of stock options represents the number of common shares payable on settlement of the outstanding vested and unvested in-the-money stock options held by each director nominee on December 31 of the applicable year, multiplied by the difference between the exercise price for the applicable stock option grant and the closing price of the common shares on the TSX on December 31 of the applicable year (2022 - \$0.92 and 2021 - \$1.61).
4. The total value of common shares and stock options represents the sum of the values calculated in notes 2 and 3 above.



Jenny Alfandary, M.Sc, ICD.D

Toronto, Ontario, Canada

Age: 52

Director since July 11, 2022

Independent director

Shareholder approval rating at the 2022 meeting: n/a

Ms. Alfandary is a Board Governor of The Mackenzie Institute since 2021 and Chair of the Advisory Board at HMG Strategy, CIOs, CISOs, CDOs Association from 2017. Since 2017, Ms. Alfandary is the Chair of the Advisory Council for the Faculty of Engineering and Architectural Science at the Toronto Metropolitan University.

Ms. Alfandary was formerly the President and Chief Executive Officer of Westario Power Inc. from 2020 to December 2022 and the Executive Vice President and Chief Information Officer of Metrolinx from 2019 to 2020. Ms. Alfandary previously served on the Alumni Board at Canadian Friends of Tel Aviv University from 2011 to 2022.

Ms. Alfandary holds a Bachelor of Science in computer science and statistics as well as a Master of Science in management information systems and technology from Tel Aviv University. Ms. Alfandary is also a member of the Institute of Corporate Directors.

Board and Committee Participation		Position	Meetings	Attendance (%)
Board of Directors		Member	5/5	100
Audit Committee		Member	2/2	100
Health, Safety, Social and Environmental ("HSSE") Committee		Member	2/2	100
Equity Holdings ⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	-	-	n/a	n/a
Stock options ⁽³⁾	120,000	-	n/a	n/a
Total⁽⁴⁾		-		n/a
Other Public Board Directorships		Committee Positions		
n/a		n/a		



Paul R. Baay, ICD.D

Calgary, Alberta, Canada

Age: 60

Director since May 13, 2014

Non-independent director

Shareholder approval rating at the 2022 meeting: 98.65%

Mr. Baay has over 25 years of experience leading oil and gas exploration and production companies and is currently our President and Chief Executive Officer. Mr. Baay established Touchstone Energy Inc. and was the former Chair of the Board and Chief Executive Officer from July 2010 to May 2014. Prior thereto, Mr. Baay was Managing Director of Abacus Energy, part of Abacus Private Equity from 2007 through 2010 and was a Senior Officer of True Energy Inc. from 2000 through 2007. From 2005 to 2012 he was the Chair of the Board of Directors of Vero Energy Inc. From 1998 to 2000 he was the Chair of the Board of Directors of Request Seismic Surveys Ltd. and served as President, Chief Executive Officer, and director of Remington Energy Ltd. from 1991 to 1999.

Mr. Baay serves as a board member of Southern Energy Corp. since June 2022 and is Chair of the Board of Directors of the Alberta Foundation for the Arts since March 2023. Mr. Baay was a member of the Board of Trustees of the National Art Gallery of Canada from June 2006 to December 2022. He is a member of the Institute of Corporate Directors and is a graduate of the University of Western Ontario, with a Bachelor of Arts in administrative and commercial studies.

Board and Committee Participation		Position	Meetings	Attendance (%)
Board of Directors		Member	8/8	100
Equity Holdings ⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	1,975,009	1,817,008	1,629,474	2,623,453
Stock options ⁽³⁾	2,100,000	718,500	1,950,000	1,987,500
Total⁽⁴⁾		2,535,508		4,610,953
Other Public Board Directorships		Committee Positions		
Southern Energy Corp.		n/a		



Dr. Priya Marajh, PhD, LL.B

Port of Spain, Trinidad

Age: 40

Director since July 11, 2022

Independent director

Shareholder approval rating at the 2022 meeting: n/a

Dr. Priya Marajh is currently the Vice President - Advocacy and Member Engagement at The Energy Chamber of Trinidad and Tobago since 2018 and a consultant and technical lead for the United Nations Development Programme since July 2021. Dr. Marajh is also a part-time lecturer at The University of the West Indies since 2008. She has extensive experience in both corporate and academia in the energy sector and in the areas of international business development, relations and law, diplomacy, advocacy, local content development, and social and economic policy development.

Dr. Marajh was the Manager of Research and Communications at The Energy Chamber of Trinidad and Tobago from September 2014 to 2018 and previously served as International Relations Officer for the Ministry of Foreign Affairs of Trinidad and Tobago.

Dr. Marajh holds a Bachelor of Laws from the University of London, a Master of Science in international relations from the University of the West Indies and a Doctor of Philosophy in international relations from the University of the West Indies.

Board and Committee Participation		Position	Meetings	Attendance (%)
Board of Directors		Member	5/5	100
Compensation and Governance Committee		Member	n/a	n/a
HSSE Committee		Member	2/2	100
Equity Holdings ⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	-	-	n/a	n/a
Stock options ⁽³⁾	115,000	-	n/a	n/a
Total⁽⁴⁾		-		n/a
Other Public Board Directorships		Committee Positions		
n/a		n/a		



Kenneth R. McKinnon, Q.C., ICD.D

Calgary, Alberta, Canada

Age: 64

Director since October 24, 2012

Independent director

Shareholder approval rating at the 2022 meeting: 97.51%

Mr. McKinnon has been an independent consultant since July 2020. Prior thereto, he was a Partner at Citrus Capital Partners Ltd. (advisory and consulting firm) from January 2014 to June 2020. Mr. McKinnon previously held various executive positions with Critical Mass (a digital experience design agency) over a period of 18 years, most recently as Senior Vice-President and General Counsel.

Mr. McKinnon has been a director of Touchstone Exploration Inc. (formerly Petrobank Energy and Resources Ltd.) since 2012. Mr. McKinnon is a director, Chair of the Compensation Committee and member of the Audit Committee of Alvopetro Energy Ltd., positions he has held since November 2013. Previously, Mr. McKinnon was a director, the Chair of the Audit Committee and the Chair of the Compensation and Governance Committee of The Supreme Cannabis Company Inc. from March 2019 to June 2021. Mr. McKinnon was formerly a director of Lightstream Resources Ltd. from October 2009 to December 2016 and held the position of Chair of the Board of Directors from May 2011 through December 2016.

Mr. McKinnon previously served on the Board of Governors of the University of Calgary and as a director of Alberta Innovates, holding positions on the Executive Committee and as Chair of the Compensation and Governance Committees in each organization. Mr. McKinnon is a member of the Institute of Corporate Directors.

Board and Committee Participation		Position	Meetings	Attendance (%)
Board of Directors		Member	8/8	100
Audit Committee		Member	4/4	100
Compensation and Governance Committee		Chair	2/2	100
Equity Holdings ⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	768,251	706,791	558,207	898,713
Stock options ⁽³⁾	560,000	154,125	610,000	615,175
Total⁽⁴⁾		860,916		1,513,888
Other Public Board Directorships		Committee Positions		
Alvopetro Energy Ltd.		Chair of the Compensation Committee Audit Committee		



Peter Nicol

London, United Kingdom

Age: 66

Director since June 26, 2017

Independent director

Shareholder approval rating at the 2022 meeting: 99.94%

Mr. Nicol has over 40 years of experience in the international oil and gas sector in both industry and investment banking. He founded and has been the Chief Executive Officer of Locin Energy Ltd. (energy consulting firm) since March 2012. Mr. Nicol is currently the Interim Chair of the Board and Chair of the Audit Committee and Compensation Committees of Eco (Atlantic) Oil and Gas Ltd., a public company dual listed on the TSX Venture Exchange and AIM. Further, Mr. Nicol is a director, Chair of the Audit Committee and member of the Compensation Committee of AIM quoted Deltic Energy plc. He also serves as a director of ERC Equipoise Limited and Thorogood Associates Ltd., both private companies.

He has worked with and advised a number of small-medium cap and private-equity financed companies in the United Kingdom, Canada and Norway on mergers and acquisitions, financing and as a director. Mr. Nicol was formerly a partner in GMP Securities Europe as the Head of the Oil and Gas Research, researching and raising capital for international oil and gas exploration and production companies. Mr. Nicol also previously held positions with Tristone Capital as Executive Managing Director for International Oil and Gas Research, ABN AMRO as Global Sector Director of Oil and Gas Research, as Head of European Oil and Gas Research at Goldman Sachs and participated in the flotations of Petrobras, PetroChina, Repsol and ENI. Mr. Nicol started his career with British National Oil Corporation in a variety of commercial roles, and holds a Bachelor of Science in mathematics and economics.

Board and Committee Participation		Position	Meetings	Attendance (%)
Board of Directors		Member	8/8	100
Audit Committee		Member	4/4	100
Reserves Committee		Chair	1/1	100
Equity Holdings ⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	501,664	461,531	254,121	409,135
Stock options ⁽³⁾	397,500	58,300	495,000	465,175
Total⁽⁴⁾		519,831		874,310
Other Public Board Directorships		Committee Positions		
Eco (Atlantic) Oil and Gas Ltd.		Interim Chair of the Board Chair of Audit Committee Chair of the Compensation Committee		
Deltic Energy plc		Chair of the Audit Committee Compensation Committee		



Beverley Smith

Ascot, United Kingdom

Age: 57

Director since December 22, 2020

Independent director

Shareholder approval rating at the 2022 meeting: 99.88%

Ms. Smith is a chartered geologist and an accomplished business leader with over 30 years of experience in the oil and gas sector, having delivered a portfolio of achievements in a successful international career with BG Group, most recently as the Vice President Exploration and Growth for Europe from March 2015 to December 2016. Ms. Smith has been an independent consultant since January 2017 and is currently a director of Cornerstone Resources Group, a London-based private energy company.

Ms. Smith has a background in development and production geology and subsurface management, notably in Trinidad (Hibiscus, Poinsettia and Ixora fields), Tunisia and various operated and non-operated developments in the United Kingdom. Ms. Smith brings further corporate governance expertise to the Board with a proven history of improving risk management capabilities, safety frameworks, and ensuring accountability and transparency.

Ms. Smith was formerly a director of Hurricane Energy plc from December 2019 to June 2021 and was the former Interim Chief Executive Officer of the company from June to September 2020. Ms. Smith was a former President of the Petroleum Exploration Society of Great Britain and holds a Bachelor of Science degree in geology and a Master of Science degree in petroleum geology.

Board and Committee Participation	Position	Meetings	Attendance (%)	
Board of Directors	Member	8/8	100	
Compensation and Governance Committee	Former member	1/2	50	
HSSE Committee	Chair	4/4	100	
Reserves Committee	Member	1/1	100	
Equity Holdings⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	42,658	39,245	13,453	21,659
Stock options ⁽³⁾	260,000	-	130,000	-
Total⁽⁴⁾		39,245		21,659
Other Public Board Directorships	Committee Positions			
n/a	n/a			



Stanley T. Smith, CPA, CA, ICD.D

Calgary, Alberta, Canada

Age: 69

Director since October 4, 2017

Independent director

Shareholder approval rating at the 2022 meeting: 97.13%

Mr. Smith is a designated accountant with over 39 years of public accountant experience. Mr. Smith has been an independent consultant since October 2016. Prior thereto, he was a Partner at KPMG LLP from March 1981 until his retirement in September 2016. Mr. Smith's focus of practice was public company auditing and advising, primarily in the oil and gas exploration, production and service industry.

Mr. Smith was formerly a director of Toscana Energy Income Corporation, Razor Energy Corp. and Savanna Energy Services Corp. Mr. Smith is a member of the Chartered Professional Accountants of Alberta and Institute of Corporate Directors and obtained a Bachelor of Commerce from Concordia University.

Board and Committee Participation	Position	Meetings	Attendance (%)	
Board of Directors	Member	8/8	100	
Audit Committee	Chair	4/4	100	
Compensation and Governance Committee	Former member	2/2	100	
Reserves Committee	Member	n/a	n/a	
Equity Holdings⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	670,830	617,164	249,121	401,085
Stock options ⁽³⁾	320,835	20,167	587,500	586,625
Total⁽⁴⁾		637,331		987,710
Other Public Board Directorships	Committee Positions			
n/a	n/a			



Dr. Harrie Vredenburg, PhD, ICD.D

Calgary, Alberta, Canada

Age: 70

Director since October 24, 2012

Independent director

Shareholder approval rating at the 2022 meeting: 99.32%

Dr. Vredenburg is Professor of Strategy and Suncor Chair in Strategy and Sustainability at the Haskayne School of Business and Research Fellow at the School of Public Policy at the University of Calgary, where he has been on faculty since 1989 prior to which he taught at McGill University. Dr. Vredenburg founded the Haskayne School of Business's Global Energy Executive MBA program and served as its Academic Director from 2010 through 2018 and co-founded the MSc program in Sustainable Energy Development and served as its Academic Director from 1996 through 2006. He also is an International Research Fellow at the Saïd Business School at Oxford University in the United Kingdom.

Dr. Vredenburg is a leading scholar in the areas of competitive strategy, innovation, sustainable development and corporate governance in the global energy and natural resource industries. He has authored and coauthored more than fifty frequently cited articles in leading international journals including Strategic Management Journal, Organization Science, MIT Sloan Management Review, Harvard Business Review, Technovation, Energy Policy, Energies, International Journal of Hydrogen Energy, International Journal of Economics and Business Research and Global Business and Economics Review. He has also coauthored government reports on industry regulation, innovation and competitiveness and on nuclear energy and consults to industry. His publications have been cited more than 8,500 times according to Google Scholar.

Dr. Vredenburg is Chair of the Board of Directors of TERIC Power Ltd., a director of Prairie Thunder Resources Ltd. and a member of the advisory board of Proton Technologies Canada Inc., all private companies. He was previously a director of Petrobank Energy and Resources Ltd. from 2006 to 2012 and of Kainji Resources Ltd. from 2010 to 2020.

Dr. Vredenburg holds a Bachelor of Arts (Honours) in history from the University of Toronto, a Master of Business Administration in international business and finance from McMaster University and a Doctor of Philosophy in strategic management from the University of Western Ontario. Dr. Vredenburg is a member of the Institute of Corporate Directors and holds dual Canadian and Dutch (EU) nationalities.

Board and Committee Participation		Position	Meetings	Attendance (%)
Board of Directors		Member	8/8	100
Compensation and Governance Committee		Member	2/2	100
HSSE Committee		Member	4/4	100
Reserves Committee		Former member	1/1	100
Equity Holdings ⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	420,417	386,784	322,873	519,826
Stock options ⁽³⁾	545,000	183,550	507,500	514,250
Total⁽⁴⁾		570,334		1,034,076
Other Public Board Directorships		Committee Positions		
n/a		n/a		



John D. Wright, P.Eng., CFA

Calgary, Alberta, Canada

Age: 62

Chair of the Board and director since October 24, 2012

Independent director

Shareholder approval rating at the 2022 meeting: 99.90%

Mr. Wright has been the Chair of the Board of Directors of Touchstone Exploration Inc. since 2012 and has been the President of Analogy Capital Advisors Inc. since March 2017. He is currently the Chair of the Board of Directors, Chair of the Compensation and Governance Committee and member of the Reserves Committee of Grounded Lithium Corp., positions he has held since August 2022. He also currently serves as the Chair of the Board of Directors of Alvopetro Energy Ltd. and is a member of the company's Compensation and Reserves Committees. Mr. Wright was previously the President, Chief Executive Officer and a director of Petrobank Energy and Resources Ltd., Touchstone's predecessor company, from 2000 to 2012.

From January 2017 to June 2017, Mr. Wright was a director, President and Chief Executive Officer of Ridgeback Resources Inc. Prior thereto, Mr. Wright was a director, President and Chief Executive Officer of Lightstream Resources Ltd. from May 2011 to December 2016. From June 2006 to December 2010, Mr. Wright was a director, President and Chief Executive Officer of Petrominerales Ltd. and also the Chair of the Board of Directors from December 2010 until December 2013. Previously, Mr. Wright served as the President and Chief Executive Officer of Pacalta Resources Ltd. from May 1996 to June 1999; Executive Vice President and Chief Operating Officer of Morgan Hydrocarbons Inc. from December 1993 to April 1996; and Vice President Production of Morgan Hydrocarbons Inc. from 1989 to 1993.

Mr. Wright began his career in the oil industry after he graduated from the University of Alberta in 1981 with a Bachelor of Science degree in petroleum engineering. Mr. Wright is a Professional Engineer and also a Chartered Financial Analyst.

Mr. Wright is a past Chair of the World Petroleum Council-Canada, past Governor of CAPP and founder of Fundación Ñan Paz in Ecuador and of Fundación Vichituni in Colombia.

Board and Committee Participation	Position	Meetings	Attendance (%)	
Board of Directors	Chair	8/8	100	
Compensation and Governance Committee	Member	n/a	n/a	
Reserves Committee	Member	1/1	100	
Equity Holdings⁽¹⁾	2022		2021	
	Number	Value (\$)	Number	Value (\$)
Common shares ⁽²⁾	5,127,892	4,717,661	5,010,348	8,066,660
Stock options ⁽³⁾	344,166	21,633	637,500	645,475
Total⁽⁴⁾		4,739,294		8,712,135
Other Public Board Directorships	Committee Positions			
Alvopetro Energy Ltd.	Chair of the Board Compensation Committee Reserves Committee			
Grounded Lithium Corp.	Chair of the Board Chair of the Compensation and Governance Committee Reserves Committee			

Additional Disclosure Relating to Nominated Directors

Corporate Cease Trade Orders

To the knowledge of the Company, other than as set forth below, no proposed director of the Company is, as at the date of this Information Circular, or has been, within ten years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including Touchstone and any personal holding company of the proposed director) that, while that person was acting in that capacity:

- (a) was subject to a cease trade order (including any management cease trade order which applied to directors or executive officers of a company, whether or not the person was named in the order), or an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**"); or
- (b) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Mr. Paul R. Baay was formerly a director of AlkaLi3 Resources Inc. ("**AlkaLi3**"), a reporting issuer listed on the NEX board of the TSX Venture Exchange ("**TSXV**"). On May 4, 2018, a cease trade order for failure to file audited annual financial statements was issued against AlkaLi3 by the Alberta Securities Commission ("**ASC**") and the Ontario Securities Commission (the "**OSC**"), on their own behalf and on behalf of the provinces of British Columbia, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland pursuant to Multilateral Instrument 11-103 - *Failure-to-File Cease Trade Orders in Multiple Jurisdictions*. As a result, the TSXV suspended trading of AlkaLi3 common shares effective May 4, 2018. AlkaLi3 filed the required financial statements on May 9, 2018, and the cease trade order was revoked by the ASC and OSC on May 11, 2018.

Bankruptcies and Insolvencies

Other than as set forth below, to the knowledge of the Company, no proposed director of the Company:

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

Mr. John D. Wright was a director of Spyglass Resources Corp. ("**Spyglass**"), a reporting issuer listed on the TSX, until his resignation on November 26, 2015 when Spyglass was placed into receivership by the Court of Queen's Bench of Alberta following an application by its creditors.

Mr. John D. Wright was the President and Chief Executive Officer and a director of Lightstream Resources Ltd. ("**Lightstream**"), and Mr. Kenneth R. McKinnon was a director of Lightstream when the company obtained creditor protection under the Companies' Creditors Arrangement Act (Canada) ("**CCAA**") on September 26, 2016. On December 29, 2016, as a result of the CCAA sales process, substantially all of the assets and business of Lightstream were sold to Ridgeback Resources Inc. ("**Ridgeback**"), a new company owned by former holders of Lightstream's secured notes. Mr. McKinnon resigned as a director of Lightstream upon formation of the new company. Mr. Wright resigned as an officer and director of

Lightstream and was concurrently appointed President and Chief Executive Officer and a director of Ridgeback upon closing of the sale transaction, positions which he held to June 30, 2017.

On November 30, 2017, Mr. Wright became a director of OAN Resources Ltd. ("**OAN**"), a private issuer. On June 14, 2019, the management of OAN filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the Bankruptcy and Insolvency Act to restructure OAN's affairs. Mr. Wright resigned from his director position on October 10, 2019. OAN was unable to file a proposal within the provided period and was deemed to have made an assignment into bankruptcy on October 16, 2019.

Penalties or Sanctions

To the knowledge of the Company, other than as set forth below, no proposed director of the Company has been subject to:

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

On May 16, 2023, Mr. Paul R. Baay entered into a Settlement Agreement with the ASC in relation to a breach of Section 147(4) of the *Securities Act* (Alberta) (the "**Settlement Agreement**"). Pursuant to the Settlement Agreement, Mr. Baay admitted that he, on six occasions between December 2019 and April 2021, emailed draft Touchstone news releases to an employee of a regulated Canadian investment dealer firm, who was a registered dealing representative of Touchstone (the "**Registrant**"), and, in such capacity, was responsible for the Company's Employee Share Ownership Plan, prior to such news releases being broadly distributed to the public. Mr. Baay emailed the draft Touchstone news releases to the Registrant during the evenings or on the weekends when both the TSX and AIM markets were closed. On each of the six occasions, Touchstone distributed the final versions of the Touchstone news releases to the public before the TSX and AIM markets opened for regular trading on the next trading day. The Settlement Agreement states that Mr. Baay demonstrated exemplary cooperation with the ASC in concluding the Settlement Agreement. Mr. Baay has paid the ASC \$40,000 in settlement of the matter and will complete training in public company governance best practice. The ASC did not require any market access bans on Mr. Baay as part of the Settlement Agreement.

Director Compensation

General

Our Board, through our Compensation and Governance Committee (the "**Compensation Committee**"), is responsible for the development and implementation of a compensation plan for our non-management directors. Any executive officers who are also directors are not paid any compensation for acting as a director. For information concerning the compensation paid to Mr. Baay who is also our President and Chief Executive Officer ("**CEO**"), see the "*Executive Compensation*" section herein.

The main objectives of our directors' compensation plan are to attract and retain the services of the most qualified individuals, compensate such directors in a manner that is commensurate with the risks and responsibilities assumed in board and committee membership, compensate directors in a manner that is competitive with our external compensation peer group of international oil and natural gas companies and align the interests of our directors with shareholders. Our Board believes it is important that directors demonstrate their commitment to our stewardship through share ownership.

To meet and maintain these objectives, our Compensation Committee annually performs a review of our directors' compensation plan, which includes reviewing the compensation paid to directors of an industry specific compensation peer group (for a listing of our peer group members, refer to the "*Executive*

Compensation - External Compensation Peer Group" heading herein). The Compensation Committee recommends any changes to the director compensation plan to the Board for consideration and, if deemed appropriate, approval.

2022 Compensation and Compensation Components

Annual Director Retainers

Independent directors are entitled to annual retainers to be paid in cash in bi-annual installments. Our independent directors are further entitled to be reimbursed for miscellaneous out-of-pocket expenses, if any, incurred in carrying out their duties as directors.

In February and March 2022, the Compensation Committee and Board approved annual 2022 independent director retainers, which were unchanged from 2021. The following table sets forth our cash compensation plan for our independent directors for the years ended December 31, 2022 and 2021.

Position	Annual 2022 retainer (\$)	Annual 2021 retainer (\$)	Percentage change (%)
Chair of the Board	80,000	80,000	-
Independent board member	60,000	60,000	-
Audit Committee Chair	5,000	5,000	-
Compensation and Governance Committee Chair	5,000	5,000	-
Reserves Committee Chair	2,500	2,500	-
HSSE Committee Chair	2,500	2,500	-

Long-term Incentive Compensation

Independent directors are entitled to receive long-term incentive compensation in the form of participation in our Stock Option Plan. The number of annual stock options awarded is reviewed annually by the Compensation Committee to be approved by the Board and is typically awarded following the routine trading blackout period related to the release of our annual financial statements, subject to any self-imposed trading blackout periods that may be in effect.

In February and March 2022, the Compensation Committee and Board approved the annual 2022 grant of stock options awarded to our independent directors, which were granted on April 8, 2022. The following table sets forth stock option awards approved by the Compensation Committee and Board for our independent directors for the years ended December 31, 2022 and 2021.

Position	Number of common shares underlying stock options granted in 2022	Number of common shares underlying stock options granted in 2021	Percentage change (%)
Chair of the Board	145,000	145,000	-
Independent board member	110,000	110,000	-
Audit Committee Chair	25,000	25,000	-
Audit Committee member	7,500	7,500	-
Compensation and Governance Committee Chair	25,000	25,000	-
Compensation and Governance Committee member	2,500	2,500	-
HSSE Committee Chair	15,000	15,000	-
HSSE Committee member	2,500	2,500	-
Reserves Committee Chair	15,000	15,000	-
Reserves Committee member	2,500	2,500	-

Employee Share Ownership Plan

Touchstone has an Employee Share Ownership Plan (the "**ESOP**") for our directors and Canadian-based employees. The ESOP is not a primary element of our compensation plan; however, it enables our directors, executive officers and eligible employees to acquire Company common shares so that participants can benefit from the growth in value of the Company.

Independent directors may contribute to the Company's ESOP, with Touchstone matching a director's contribution on a 100 percent basis to a maximum of \$10,000 per annum.

Directors' Summary Compensation Table

The following table presents the total compensation paid to our independent directors during the year ended December 31, 2022. We do not provide long-term non-equity incentive plan or pension plan compensation to our independent directors.

Director	Fees earned ⁽¹⁾ (\$)	Option-based awards ^{(2),(3)} (\$)	All other compensation ⁽⁴⁾ (\$)	Total compensation (\$)
Jenny Alfandary ⁽³⁾	30,000	98,405	-	128,405
Dr. Priya Marajh ⁽³⁾	30,000	94,305	-	124,305
Kenneth R. McKinnon	65,000	106,867	10,000	181,867
Peter Nicol	62,500	99,367	10,000	171,867
Beverley Smith	62,500	97,493	10,000	169,993
Stanley T. Smith	65,000	103,117	10,000	178,117
Thomas E. Valentine ⁽⁵⁾	30,000	106,867	10,000	146,867
Dr. Harrie Vredenburg	60,000	88,118	10,000	158,118
John D. Wright	80,000	110,617	10,000	200,617

Notes:

1. Director fees earned represent Board and committee member annual cash retainers paid in June and December 2022.
2. Option-based awards consist of stock options granted during the year pursuant to the Stock Option Plan. The fair value of stock options granted is estimated based on the grant date using the Black-Scholes option-pricing model. It is the same methodology used by the Company to determine the accounting fair value of the stock options, in accordance with International Financial Reporting Standard 2 - *Share-based Payment* ("**IFRS 2**"). In 2022, stock options were granted to directors on April 8, 2022, using the following weighted average assumptions to calculate the weighted average grant fair value of \$0.75 per stock option: 3-year expected life, 2.5 percent risk-free interest rate, 80 percent expected volatility and 0 percent expected dividend yield. For a description of the terms of the Stock Option Plan, see details provided herein under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*".
3. Appointed to the Board on July 11, 2022. Stock options were granted to Ms. Alfandary and Dr. Marajh on August 26, 2022 in accordance with IFRS 2, using the following weighted average assumptions to calculate the weighted average grant fair value of \$0.82 per stock option: 3-year expected life, 3.4 percent risk-free interest rate, 79.6 percent expected volatility and 0 percent expected dividend yield.
4. This column reflects Company matched contributions to the ESOP. The table does not include travel reimbursements, as such amounts were considered immaterial as of December 31, 2022.
5. Mr. Valentine retired from the Board on July 11, 2022 and continues to serve as the Company's Corporate Secretary. Mr. Valentine is a senior partner at Norton Rose Fulbright Canada LLP, a law firm which receives fees for the provision of legal services to Touchstone. Our Audit Committee and Compensation Committee previously reviewed and considered this relationship and determined that it did not interfere with the exercise of Mr. Valentine's independent judgement in his former role as a member of our Board.

Directors' Long-term Incentive Plan Awards

The following table sets forth all option-based awards outstanding as of December 31, 2022 for each of our independent directors. We do not grant share-based awards to our independent directors.

Option-Based Awards ⁽¹⁾					
Director	Grant date	Number of common shares underlying unexercised stock options	Stock option exercise price (\$)	Stock option expiration date	Value of unexercised in-the-money stock options ⁽²⁾ (\$)
Jenny Alfandary	August 26, 2022	120,000	1.55	August 26, 2027	-
Dr. Priya Marajh	August 26, 2022	115,000	1.55	August 26, 2027	-
Kenneth R. McKinnon	April 5, 2019	132,500	0.23	April 5, 2024	91,425
	April 6, 2020	142,500	0.48	April 6, 2025	62,700
	May 25, 2021	142,500	1.73	May 25, 2026	-
	April 8, 2022	142,500	1.43	April 8, 2027	-
Peter Nicol	April 6, 2020	132,500	0.48	April 6, 2025	58,300
	May 25, 2021	132,500	1.73	May 25, 2026	-
	April 8, 2022	132,500	1.43	April 8, 2027	-
Beverley Smith	December 22, 2020	115,000	2.07	December 22, 2025	-
	May 25, 2021	15,000	1.73	May 25, 2026	-
	April 8, 2022	130,000	1.43	April 8, 2027	-
Stanley T. Smith	April 6, 2020	45,835	0.48	April 6, 2025	20,167
	May 25, 2021	137,500	1.73	May 25, 2026	-
	April 8, 2022	137,500	1.43	April 8, 2027	-
Thomas E. Valentine ⁽³⁾	June 14, 2018	100,000	0.25	June 14, 2023	67,000
	April 5, 2019	135,000	0.23	April 5, 2024	93,150
	April 6, 2020	140,000	0.48	April 6, 2025	61,600
	May 25, 2021	142,500	1.73	May 25, 2026	-
	April 8, 2022	142,500	1.43	April 8, 2027	-
Dr. Harrie Vredenburg	June 14, 2018	80,000	0.25	June 14, 2023	53,600
	April 5, 2019	115,000	0.23	April 5, 2024	79,350
	April 6, 2020	115,000	0.48	April 6, 2025	50,600
	May 25, 2021	117,500	1.73	May 25, 2026	-
	April 8, 2022	117,500	1.43	April 8, 2027	-
John D. Wright	April 6, 2020	49,166	0.48	April 6, 2025	21,663
	May 25, 2021	147,500	1.73	May 25, 2026	-
	April 8, 2022	147,500	1.43	April 8, 2027	-

Notes:

- Option-based awards consist of stock options granted pursuant to the Stock Option Plan. For a description of the terms of the Stock Option Plan, see details provided herein under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*".
- The value of unexercised in-the-money stock options represents the number of common shares payable on settlement of any outstanding vested and unvested stock options held by each director nominee, multiplied by the difference between the closing price of the Company's common shares on the TSX on December 31, 2022 of \$0.92 and the exercise price for the applicable stock option grant.
- Mr. Valentine retired from the Board on July 11, 2022 and continues to serve as the Company's Corporate Secretary.

All stock options granted by Touchstone to our independent directors disclosed above vest in three instalments on each of the first, second and third anniversaries of the date of grant, and the exercise price represented the volume weighted average trading price per common share on the TSX for the five

consecutive trading days ending on the last trading day preceding the grant date.

During the 2022 financial year, the Company did not adjust, amend, cancel, replace or modify the exercise price of stock options previously awarded to an independent director.

Value of Directors' Equity-based Awards Vested During 2022

The following table sets forth, for each of our independent directors, the value of option-based awards which vested during the year ended December 31, 2022. We do not grant share-based awards, and we do not provide non-equity incentive plan compensation to our independent directors.

Director	Option-based awards - value vested during the year ⁽¹⁾ (\$)
Jenny Alfandary	-
Dr. Priya Marajh	-
Kenneth R. McKinnon	99,008
Peter Nicol	95,841
Beverley Smith	-
Stanley T. Smith	95,391
Thomas E. Valentine	99,234
Dr. Harrie Vredenburg	83,184
John D. Wright	102,626

Note:

- Option-based awards consist of stock options granted pursuant to the Stock Option Plan. For a description of the terms of the Stock Option Plan, see details provided herein under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*". The value of stock options that vested during the year represents the number of in-the-money stock options held by each individual that vested in 2022 multiplied by the difference between the TSX closing price of the Company's common shares on the respective stock option vesting dates and the respective stock option exercise prices.

Value Realized from Stock Option Exercises

The following table sets forth, for each of our independent directors, the value realized from stock options exercised during the year ended December 31, 2022.

Director	Date of exercise	Number of common shares acquired on exercise	Aggregate value realized ⁽¹⁾ (\$)	Number of common shares held	Number of common shares sold
Kenneth R. McKinnon	January 10, 2022	95,000	142,500	95,000	-
Kenneth R. McKinnon	April 1, 2022	97,500	118,950	97,500	-
Peter Nicol	August 19, 2022	230,000	310,850	230,000	-
Stanley T. Smith	March 31, 2022	185,000	233,100	185,000	-
Stanley T. Smith	April 8, 2022	127,500	164,475	127,500	-
Stanley T. Smith	September 8, 2022	91,665	82,499	91,665	-
Thomas E. Valentine	August 19, 2022	75,000	108,000	75,000	-
Dr. Harrie Vredenburg	April 1, 2022	80,000	105,600	80,000	-
John D. Wright	August 19, 2022	440,834	581,101	100,000	340,834

Note:

- Represents the number of common shares acquired on exercise multiplied by the difference between the TSX closing price of the Company's common shares on the applicable date such stock options were exercised less the weighted average stock option grant exercise prices.

2023 Director Compensation

At a meeting held in February 2023, the Compensation Committee reviewed the Company's 2023 compensation plan for directors. As a result of this review, the Compensation Committee recommended that directors' retainer fees and stock option awards remain unchanged in 2023, which was approved by the Board at a meeting held in March 2023. The stock options are expected to be granted subsequent to the Meeting (refer to "*Executive Compensation – 2023 Executive Compensation*" for further details).

On May 11, 2023 the Board approved a liability structured deferred share unit compensation plan to be used as a component of our independent director 2024 long-term incentive compensation plan.

Executive Compensation

The following disclosure is provided pursuant to Form 51-102F6 - *Statement of Executive Compensation*.

Compensation Philosophy and Objectives

Our executive officer and employee compensation plans are founded on the principle that compensation should be aligned with shareholders' interests while also recognizing that our corporate performance is dependent upon retaining experienced and committed executive officers and employees who have the necessary skills, experience and personal qualities required to manage our business. Our compensation policies are designed to attract and retain experienced personnel, to motivate their performance in order to achieve our strategic objectives and to align the interests of executive officers and employees with the long-term interests of shareholders and enhancement in common share value.

Our executive officer and employee compensation plans are designed to focus on employee's efforts and to reward the sustained attainment of individual and Company performance goals based on the following principals and objectives.

- Our compensation plans are founded on sound corporate governance practices.
- Our compensation to executive officers and employees must be performance sensitive by directly linking compensation to our business performance, strategy and goals.
- Our compensation plans must be competitive in terms of value and structure in order to retain executive officers and employees who are performing according to their objectives and to attract high-quality new individuals.
- Our executive officer compensation plan must be aligned to shareholder interests by aligning the goals and a significant portion of the compensation to our executives with maximizing long-term shareholder value.
- Our executive officer compensation plan shall reward performance according to the achievement of corporate and personal objectives and overall job performance that correlate to long-term shareholder value.

Compensation Governance

Our Compensation Committee assists our Board with the establishment, execution and periodic review of all aspects of our compensation plan and the compensation and performance standards for our directors, executive officers and employees. A summary of the mandate of the Compensation and Governance Committee is set forth under the heading "*Corporate Governance - Board Committees*".

Our Compensation Committee is currently comprised of four directors, Mr. Kenneth R. McKinnon (Chair), Dr. Priya Marajh, Dr. Harrie Vredenburg and Mr. John D. Wright. Following the Meeting, it is expected that these same four directors will form the Compensation Committee. All members are "independent" within the meaning of National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("**NI 58-101**").

The Board believes the Compensation Committee collectively has the knowledge, experience and background required to fulfill its mandate. See each member's biography found under the heading "*Board of Directors - Biographies of Nominated Directors*".

Risk Assessment and Oversight

The Compensation Committee considers the implications of the risks associated with our executive officer compensation policies and practices. These risks include, but are not limited to:

- the risk of executives taking inappropriate or excessive risks;
- the risk of inappropriate focus on achieving short-term goals at the expense of long-term return to shareholders;
- the risk of encouraging aggressive accounting practices; and
- the risk of excessive focus on financial returns and operational goals at the expense of regulatory, environmental, sustainability and health and safety.

Our Compensation Committee reviews our executive officer compensation plan to be satisfied that it is structured to encourage decision making and outcomes that are in the best interest of the Company and its shareholders while accepting an appropriate level of risk consistent with our industry and Board approved business plan. The compensation structure rewards actions that result in a balance of the achievement of short-term goals and long-term strategies and does not encourage actions that could produce short-term success at the cost of long-term shareholder value. Further, annual budgets and quarterly and annual financial results and forecasts are reviewed and approved by our Board. The compensation framework is structured to align with our short and long-term strategic plans, such that corporate objectives are a key factor in assessing executive officer performance. While no compensation plan can fully mitigate risks, the Compensation Committee believes these risks are alleviated by the following considerations.

- Base salaries provide a steady income regardless of common share price performance, allowing executive officers and employees to focus on both near-term and long-term goals and objectives without undue reliance on short-term common share price performance or market fluctuations.
- Annual incentive bonuses are based on short-term individual and Company performance measures designed to contribute to long-term value creation and are capped based on a percentage of salary and subject to overall maximum thresholds.
- A significant portion of executive officer compensation is at risk (and is therefore not guaranteed) and is variable year-over-year.
- Our Stock Option Plan is designed to motivate long-term performance, as stock options have historically had a term of five years and vest over a three-year period. These factors encourage long-term sustainable common share price appreciation, thereby motivating the achievement of long-term objectives and aligning executive officers with the interests of shareholders.
- Annual stock option grants are reviewed by the Compensation Committee for recommendation to the Board for approval, with such recommendations being developed and reviewed relative to, amongst other things, executive retention requirements and appropriate total compensation positioning compared to similar positions in the market.
- A balanced set of corporate performance goals is used to assess overall corporate results and is the main factor in determining the individual portions of annual incentive bonuses for executive officers and employees.
- Third-party verifications, such as independent engineering evaluations, of appropriate elements of the corporate performance targets are incorporated before the results are finalized.
- Threshold corporate performance goals must be met for each element; if a minimum threshold for

performance is not met, there will be no incentive payout for the particular element of the annual incentive bonus.

- Environmental and safety related performance goals include various minimum threshold targets that all must be met; if any target or threshold for performance is not met, there will be no incentive payout for the environmental element of the annual incentive bonus.
- There are no annual corporate operating costs or general and administration expense threshold targets that could lead to aggressive accounting practices.
- The Compensation Committee retains adequate discretion to apply business judgement to the Company's annual incentive bonuses in light of current business objectives and market conditions.
- We have established executive officer share ownership guidelines and policies permitting the practice of short selling our securities.
- We have a formal recoupment or "clawback" policy pursuant to which some or all awards made to executive officers are subject to recoupment in the event of an accounting restatement resulting from misconduct.
- Compensation policies and practices in the Company's subsidiaries are substantially similar to those in Touchstone.
- Compensation policies and practices are substantially similar for all executive officers and employees.

The Compensation Committee did not identify any risks arising from our compensation policies and practices for the year ended December 31, 2022 that were reasonably likely to have a material adverse effect on Touchstone. There are no compensation policies and practices that are structured significantly different for any named executive officers. Our Compensation Committee and Board will continue to monitor compensation risk assessment practices on an ongoing basis to ensure that our compensation plan is appropriately structured.

Clawback Policy

Recognizing that it is a priority to ensure that appropriate checks and balances are in place to govern responsible and ethical behaviours amongst our executive officers, the Board implemented a formal recoupment or "clawback" policy on our executive officer compensation effective December 31, 2021.

This policy provides that when a clawback is triggered, upon the recommendation of our Compensation Committee, our Board may, in its sole discretion and to the extent that it determines it is in our best interests to do so, require the reimbursement of all or a portion of any after-tax annual bonus or vested long-term incentive compensation received by an executive officer pursuant to awards made under our executive officer compensation plan, or affect the cancellation of unvested long-term incentive compensation awards granted to an executive officer in the preceding three years if:

- (a) there has been a restatement of our financial statements;
- (b) the amount of the annual bonus or incentive compensation paid or awarded to an executive officer would have been lower if it was calculated based on the achievement of certain financial results that were subsequently the subject of or affected by the restatement of all or a portion of our financial statements;
- (c) the amount of the annual bonus or incentive compensation that would have been awarded or the profit realized by the executive officer had the financial results been properly reported would have been lower than the amount actually awarded or received; and
- (d) the executive officer's misconduct (including fraud, negligence, or material non-compliance with legal requirements) caused or contributed to the obligation to restate the financial statements.

Corporate Policies

The Board has made it a priority to ensure that appropriate checks and balances are in place to govern responsible and ethical behaviours amongst our executive officers, directors and employees. All executive officers are required to annually confirm compliance with our code of conduct and ethics ("**Code of Conduct Policies**"). Our disclosure, confidentiality and trading policy ("**Disclosure, Confidentiality and Trading Policy**") includes a provision that prohibits directors, executive officers and employees from purchasing and selling certain derivatives in respect of any security of Touchstone. This includes purchasing "*puts*" and selling "*calls*" on our securities, as well as a prohibition on short selling our securities. Aside from these prohibitions, we do not have a policy specifically pertaining to other financial instruments including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by an executive officer or director. Any transactions of this nature are subject to our internal trading pre-clearance request form as well as insider reporting requirements that are reported on the System for Electronic Disclosure by Insiders.

Share Ownership

Our executive officers are required to maintain a significant equity investment in Touchstone to align their interests with those of our shareholders and mitigate against the likelihood of undue risk taking. Our share ownership guidelines establish minimum share ownership levels for executive officers based on a multiple of their base salary and executive level. See the "*Share Ownership Guidelines*" section herein for further information.

External Compensation Peer Group

To ensure market competitiveness, the Compensation Committee considers comparable compensation data from internationally focused oil and natural gas companies that are generally of similar size and scope and that best represent the market in which we compete for executive talent. Given the nature of our business strategy and international operations, the peer companies are varied and may change on an annual basis. The composition of the external compensation peer group is reviewed annually by our Compensation Committee and our Board for its ongoing business relevance to Touchstone.

The factors assessed by the Compensation Committee in determining our external compensation peer group included operational and geographical focus, public exchanges where the issuer's securities are listed, market capitalization, enterprise value, total revenue, total assets, annual cash flows from operations, annual levels of capital expenditures, and daily average petroleum and natural gas production levels. The following table reflects the composition of our external compensation peer group as of December 31, 2022.

Company	Area(s) of operation	Public listing(s)
Alvopetro Energy Ltd.	Brazil	TSXV
Canacol Energy Ltd.	Columbia	TSX
Gran Tierra Energy Inc.	Columbia, Ecuador	TSX, LSE, NYSE
PetroTal Corp.	Peru	AIM, TSXV
President Energy plc	Argentina, Paraguay, U.S.	AIM
TransGlobe Energy Corporation	Egypt, Canada	AIM, NASDAQ, TSX
Trinity Exploration and Production plc	Republic of Trinidad and Tobago	AIM

The publicly available compensation data from the external compensation peer group is used as a main factor in the review and consideration of compensation levels and the composition of compensation for our executive officers and directors. The Compensation Committee will continue to monitor and adjust the external compensation peer group to reflect both changes in the markets and at Touchstone as we continue to execute our growth strategy.

In addition, our Compensation Committee may consider compensation surveys completed by independent third parties when making certain decisions with respect to executive officer compensation. While the Compensation Committee may rely on external information and advice, all decisions with respect to executive officer compensation are made by the Compensation Committee and may reflect factors and considerations other than, or that may differ from, the information and recommendations provided by independent third-party surveys and compensation consultants.

Identification of Named Executive Officers

We are required to disclose the compensation paid to our Chief Executive Officer, Chief Financial Officer ("CFO"), and each of the three most highly compensated executive officers of the Company (including the Company's subsidiaries), other than the CEO and CFO, whose total annual compensation was greater than \$150,000 (collectively, the "NEOs" or "executive officers"). Based on the foregoing definitions, the Company's NEOs in respect of the year ended December 31, 2022 were Paul R. Baay, President, CEO and director; Scott Budau, CFO; and James Shipka, Chief Operating Officer ("COO").

Executive Officer Compensation Plan Design and Components

Our executive officer compensation plan provides a balanced set of components designed to deliver the objectives of our compensation philosophy. Our executive officer compensation plan is structured into three key components: base salary, annual incentive bonus and long-term incentives. The variable components, which include annual incentive bonus and long-term incentives, are designed to balance short-term performance with our long-term interests and motivate the superior performance of both. Long-term incentives currently includes options to purchase common shares granted pursuant to our Stock Option Plan. The Board believes these long-term variable components align our executive officers with shareholders and help retain executive officer talent. The value of executive officer compensation is assessed as a total compensation package, based on the competitiveness of each key component, individually and in the aggregate.

	Element	Award	Time frame	Program determinants
Fixed	Base salary	Cash	Annual	<ul style="list-style-type: none"> Individual performance Roles and responsibilities
At Risk	Incentive bonus	Cash	Annual	Corporate and individual performance-based <ul style="list-style-type: none"> Corporate performance based on annual goals measured and approved by the Board Payout range is based on threshold and stretch targets up to a maximum percentage of base salary
	Long-term incentives	Options	<ul style="list-style-type: none"> Vests one third each year over three years Expires five years after grant 	<ul style="list-style-type: none"> Focus performance on long-term strategic priorities and shareholder value Links executive officer and shareholder interests based on share price performance

Base Salary

Base salary is compensation for discharging job duties and responsibilities and reflects the level of skills and capabilities demonstrated by the executive officer. Fixed annual base salary compensates executive officers for the roles they perform and provides a competitive foundation for each executive officer's total compensation. The Board seeks to set base salary at a level competitive enough to represent fair compensation and/or the replacement of an individual in the marketplace. As such, salaries are reviewed to ensure continued alignment with our external compensation peer group and with the executive officers' performance and scope of responsibilities.

Historically we have encouraged an executive compensation philosophy where a significant component of compensation is variable, and base salaries are typically targeted at the median of our external compensation peer group. For all employees, including executive officers, salary adjustments are considered by the Board annually but are not guaranteed. Any potential adjustments include consideration for levels of responsibility, individual performance and current market conditions. This is the only element of executive officer compensation that is not at risk.

Annual Incentive Bonus

Annual variable compensation in the form of a cash bonus is intended to motivate and reward the accomplishment of specific business, operating and individual executive officer objectives within a financial year. Our Compensation Committee's philosophy is to align the issuance of annual bonuses with the performance of Touchstone and the performance of each individual executive officer. Incentive bonus amounts are typically evaluated and paid in the first quarter of each financial year in relation to the performance of the Company and the executive officer for the prior year, so that performance goal achievements relating to full year performance results can be verified. This element of compensation is at risk and is not guaranteed.

Our executive officer incentive bonus plan creates a quantitative approach in calculating executive officer bonus pool amounts for potential annual incentive bonuses. Payout levels are weighted based on individual and corporate performance targets. Our Board approves corporate performance targets and strategic milestones based on business and performance measures commonly used in the oil and natural gas industry on an annual basis in consultation with our Compensation Committee and executive officers. The goals are determined by the Board to be key annual performance requirements for Touchstone and include financial and operational performance measures and shareholder return targets.

The individual component of the incentive bonus program, if any, is directly based on performance and results related to individual goals that support the achievement of annual corporate objectives and initiatives. Incentive bonus payouts are capped based on a percentage of the executive officer's salary and are subject to minimum thresholds as disclosed under the subheading "*2022 Compensation and Compensation Components - Annual Incentive Bonus*" hereafter.

Under the executive officer incentive bonus plan, the calculation for annual incentive bonus is based on:

- annual corporate performance targets;
- annual individual performance goals (if any);
- annual absolute total shareholder return ("**Absolute TSR**"); and
- annual relative total shareholder return ("**Relative TSR**").

Corporate performance targets are assigned a base and stretch value, where the base is considered threshold performance and the stretch target is considered exceptional performance. On an annual basis, the Compensation Committee and Board approve base and stretch corporate bonus pools to be used in calculating executive officer incentive bonus amounts. These amounts are subsequently multiplied by the sum of the Absolute TSR and the Relative TSR factors, which are directly linked to common share value creation.

The annual incentive bonus calculation is used as a starting point; however, the Compensation Committee and Board have absolute discretion over annual incentive bonus payments to executive officers.

Long-term Incentive Compensation

Long-term incentives are awarded by the Compensation Committee to attract and retain executive officers. We use our Stock Option Plan as a part of our long-term at-risk compensation strategy for our executive officers. Stock options are intended to focus executive performance on long-term strategic priorities, the

creation of shareholder value and act as a link to executive officer and shareholder interest as measured through the price of our common shares. An annual grant of stock options is typically made to executive officers based on individual and corporate performance and taking into consideration the value of total direct compensation versus the external compensation peer group executive officers in similar roles. Additional grants of stock options may be made periodically to recognize the exemplary performance of certain executive officers. Previous grants are taken into account when considering new grants.

The number of stock options granted are determined based on the grant date fair value (see the "*Executive Officer Summary Compensation Table*" subheading below for further details) as well as the dilutive impact on our shareholders and the number of common shares available for issuance under our equity-based compensation plans. Our Stock Option Plan provides for the issuance of stock options to a maximum of ten percent (10%) of our issued and outstanding common shares, provided that the maximum number of common shares issuable pursuant to outstanding stock options and all other equity-based compensation arrangements implemented by the Company (including the former Incentive Share Plan as defined below) shall not exceed ten percent (10%) of our common shares outstanding from time to time. Under the Stock Option Plan, the exercise price of each option may not be less than the volume weighted average trading price per common share on the TSX for the five consecutive trading days ending on the last trading day preceding the grant date. Unless otherwise determined by the Board, vesting typically occurs one third on each of the next three anniversaries of the grant date as recipients render continuous service to the Company, and the stock options typically expire five years from the date of the grant. Our Stock Option Plan is described in detail in this Information Circular under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*".

The Company formerly had an incentive share compensation plan (the "**Incentive Share Plan**"), wherein compensation was payable to participants in the form of incentive share options ("**Incentive Options**"). The Company's Compensation Committee terminated the Incentive Share Plan effective February 16, 2021 pursuant to its terms. No Incentive Options had been granted to any participant since 2014, and no Incentive Options were outstanding when the Incentive Share Plan was terminated.

ESOP

All permanent full-time Canadian-based employees may contribute from three percent to five percent of their gross annual salary to the ESOP, with Touchstone matching the contribution initially on a 100 percent basis and thereafter on a pre-defined basis. Touchstone's matching contribution increases after 24 months of the employee's participation in the ESOP to 150 percent and after 60 months of participation to 200 percent. Through an appointed independent firm, contributions to acquire common shares on behalf of the employees are conducted through open market purchases at the current market price on the TSX on a monthly basis. Our executive officers are eligible to participate in the ESOP on the same basis as all other Canadian-based employees of Touchstone.

Retirement Benefits

We do not provide any form of pension plan compensation or other retirement benefits for our directors, executive officers and employees.

Other Benefits/Perquisites

The employment benefits provided to employees are generally typical of those provided by participants in the oil and gas industry and include life and disability insurance and extended health and dental coverage. Perquisites are provided to executive officers in the form of taxable paid monthly parking and the reimbursement of membership fees applicable to the business of the Company. In addition, executive officers are eligible to claim health, medical and dental expenses for themselves and their partners and dependants up to a maximum of \$5,000 per annum per executive officer pursuant to health spending accounts established for each executive officer.

Compensation Review Process

The President and CEO evaluates the personal performance of the executive officers. Based on the accomplishments of their individual performance goals and the Company's corporate performance targets, our President and CEO recommends any base salary adjustments, annual incentive bonuses based on the executive officer incentive bonus plan calculation, and long-term incentive compensation for our executive officers to our Compensation Committee. Our President and CEO also presents recommendations to our Compensation Committee regarding base salary adjustments, annual incentive bonuses and long-term incentive compensation for the majority of our staff. The Compensation Committee reviews and considers the recommendations with reference to available market information and information with respect to the Company's external compensation peer group and determines whether to accept them or make any changes.

The Compensation Committee evaluates the performance of the President and CEO and in certain circumstances in consultation with the other independent directors and informal consultation with the President and CEO. The Compensation Committee subsequently makes specific recommendations to our Board on our President and CEO's base salary, annual incentive bonus and long-term incentive awards for approval. The Compensation Committee also recommends the salaries, annual incentive bonuses and long-term incentive compensation for all other executive officers to the Board. Our Board reviews all recommendations from the Compensation Committee before final approval. Any director who is also an executive officer is excused from the applicable meeting during any discussion of their compensation.

2022 Compensation

With respect to 2022 compensation, in addition to numerous informal meetings, our Compensation Committee held one formal meeting in February 2022 and one formal meeting in March 2022 to determine our 2022 external compensation peer group, 2022 corporate targets and executive officer personal targets, and 2022 executive officer base salary and stock option grants. The Compensation Committee also held two formal meetings in February 2023 with respect to total compensation of our executive officers relating to their performance and the performance of the Company for the 2022 financial year.

Base Salary

Based on the annual review of the Company's 2022 performance and external compensation peer group, the Compensation Committee determined that there should be no changes to executive officers' base salaries in the 2022 financial year as summarized in the table below.

Executive officer	2022 Base salary (\$)	2021 Base salary (\$)	Percentage change (%)
President and CEO	395,000	395,000	-
CFO	270,000	270,000	-
COO	320,000	320,000	-

Annual Incentive Bonus

In March 2022, the Compensation Committee maintained the 2022 maximum annual incentive bonus at 150 percent for the President and CEO and 100 percent for the CFO and COO, with specific individual and corporate performance weightings reflected in the table below. The Compensation Committee also approved a base bonus pool of \$655,000 and a stretch bonus pool of \$915,000, which reflected maximum bonus amounts prior to applying the shareholder return multipliers described herein.

Executive officer	Performance weighting (%)		Maximum incentive bonus (% of base salary)
	Corporate	Individual	
President and CEO	100	-	150
CFO	75	25	100
COO	75	25	100

For annual incentive compensation in 2022, Company performance goals for 2022 were approved by the Compensation Committee and the Board in March 2022.

In February 2023, the Compensation Committee reviewed 2022 corporate performance against the pre-determined corporate performance indicators set forth in the table below.

Annual incentive plan performance indicators	Weighting (%)	Year-end result	Highlights and results	Payout (% of stretch pool)
Asset growth and optimization	20	Not met	Failed to achieve annual reserve additions, finding and development costs and recycle ratio targets.	-
Safety	15	Stretch	Achieved a lost time recordable injury frequency rate of nil.	15
Financial performance and liquidity	10	Not met	Did not achieve annual net debt to funds flow from operations targets.	-
Environmental	10	Not met	Failed to achieve minimum reportable environmental incident targets.	-
Operations	15	Not met	Did not achieve Ortoire block production target.	-
Sustainability	15	Base	Finalized long-term vent gas emissions reduction plan.	11
Exploration optimization	15	Stretch	Finalized and commenced long-term exploration and development plan.	15
	100			41

Our executive officers and employees delivered average operational performance in 2022, with two of seven indicators reaching stretch status, while failing to reach base targets on four indicators, achieving a payout ratio of 41 percent.

Certain of the Company's specific corporate goals contain the use of oil and gas measures and non-GAAP financial measures as discussed under the "Advisories" section herein. The Board and Compensation Committee acknowledge their responsibility for vetting the calculations of these measures and ensuring the year-over-year consistency of the calculations. Oil and gas measures and non-GAAP financial measures that are incorporated under Company performance goals have been calculated on an annual basis using a consistent methodology since 2015 and are the same measures published by the Company in its continuous disclosure documents. There were no material adjustments to these measures proposed by Management during the 2022 fiscal year.

With respect to Absolute TSR, the Compensation Committee annually determines five Company common share price ranges, with each range assigned a factor between nil and one. The Absolute TSR reflects the corresponding predefined factor based on the ten-day volume weighted average trading price of our common shares on the TSX to the close of trading on December 31. In 2022, an Absolute TSR factor of nil was reported, as our annual common share price on the TSX depreciated by approximately 43 percent during the year.

Our Relative TSR compares our annual common share return on the AIM to the annual return of the FTSE AIM All-Share Energy Index (the "**Index**"). The Compensation Committee annually establishes five common share return percentages, assigning each range a factor between nil and one. The factor applied during the year ended December 31, 2022 was 0.25, as our annual common share return on the AIM underperformed the Index by 4 percent.

After calculation of the payout percentages of Touchstone's 2022 goals and related Company and individual performance, the total executive officer bonus amount was \$451,000. The Compensation Committee awarded aggregate annual incentive compensation of \$447,000 to Company executive officers for 2022 which were paid in February 2023 as set forth in the table below.

Executive officer	2022 Annual incentive bonus (\$)	Percentage of 2022 base salary (%)	2021 Annual incentive bonus (\$)	Percentage of 2021 base salary (%)
President and CEO	187,000	47	155,000	39
CFO	130,000	48	107,000	40
COO	130,000	31	120,000	38

Long-term Incentive Compensation

Our only form of long-term compensation is our Stock Option Plan. In February 2022, the Compensation Committee approved an annual 2022 grant of stock options to executive officers which were awarded on April 8, 2022. The following table sets forth stock option awards approved by the Compensation Committee and Board for Touchstone's executive officers for the years ended December 31, 2022 and 2021.

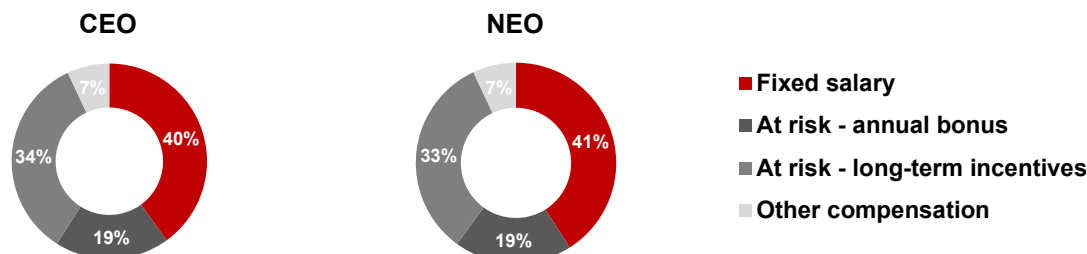
Executive officer	Number of common shares underlying stock options granted in 2022	Number of common shares underlying stock options granted in 2021	Percentage change (%)
President and CEO	450,000	450,000	-
CFO	300,000	300,000	-
COO	300,000	300,000	-

ESOP

Touchstone's executive officers are eligible to participate in the ESOP on the same basis as all other Canadian-based employees of Touchstone. For the year ended December 31, 2022, approximately \$99,000 was contributed by Touchstone to match the contributions of our NEOs, which are disclosed under the subheading "*Executive Officer Summary Compensation Table*" under the column titled "*All other compensation*".

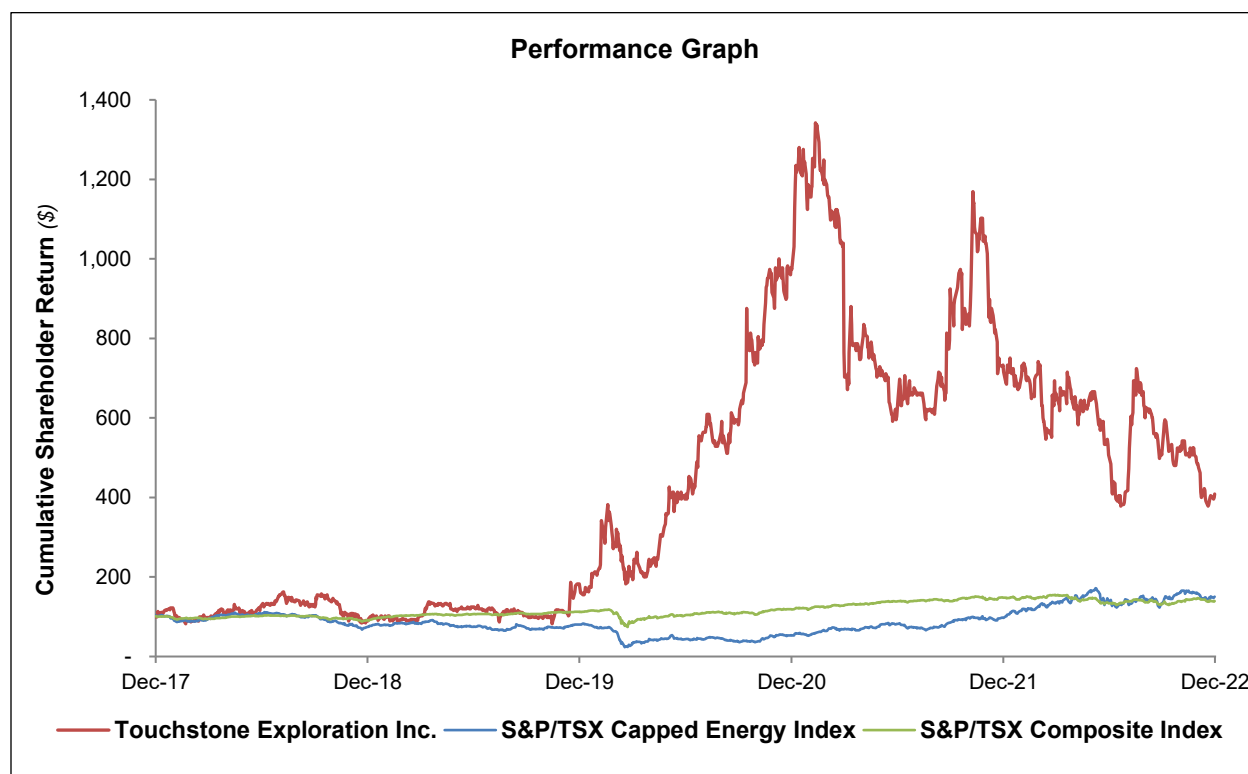
2022 Compensation Mix

The following graphs reflect the total 2022 compensation mix for our CEO and our three NEOs.



Performance Graph

The following graph illustrates the total cumulative shareholder return for \$100 invested in the common shares of the Company, from the TSX closing price on December 31, 2017 to December 31, 2022. The Company's total shareholder return was compared with the cumulative return on the S&P/TSX Capped Energy Index and the S&P/TSX Composite Index.



Date	Touchstone Exploration Inc. (\$)	S&P/TSX Capped Energy Index (\$)	S&P/TSX Composite Index (\$)
December 31, 2017	100.00	100.00	100.00
December 31, 2018	88.89	73.43	91.11
December 31, 2019	182.22	80.59	111.96
December 31, 2020	973.33	52.67	118.23
December 31, 2021	715.56	97.53	147.89
December 31, 2022	408.89	150.22	139.25

Our cumulative shareholder return performance reflects both operational and financial performance within our control as well as volatile commodity prices and economic and market conditions beyond our control. If \$100 was invested in our common shares on December 31, 2017, it would have resulted in a cumulative shareholder return of 309 percent as of December 31, 2022. In comparison, the same amounts invested in the S&P/TSX Capped Energy Index and the S&P/TSX Composite Index over the equivalent period would have resulted in cumulative shareholder returns of 50 percent and 39 percent, respectively.

Base salaries and annual incentive bonuses for our executive officers are based in part on the achievement of certain pre-determined performance objectives at the beginning of each fiscal year. The achievement of these objectives is measured against corporate and individual targets, as described herein, and does not necessarily track the changes in the market value of our common shares. Our Stock Option Plan is designed to align the interests of all our employees with shareholders by linking a component of compensation to our common share performance.

Five-Year CEO and NEO Compensation Measures

The following table sets forth the aggregate compensation expense for our NEOs in relation to our annual petroleum and natural gas sales and market capitalization for the years indicated.

Year	NEO total compensation ⁽¹⁾ (\$000's)	Petroleum and natural gas sales ⁽²⁾ (\$000's)	NEO total compensation as a percentage of sales (%)	Market capitalization ⁽³⁾ (\$000's)	NEO total compensation as a percentage of market capitalization (%)
2022	2,400	55,883	4.3	214,394	1.1
2021	2,508	37,063	6.8	339,278	0.7
2020	2,112	26,283	8.0	458,585	0.5
2019	1,648	51,290	3.2	65,888	2.5
2018	1,411	48,933	2.9	25,804	5.5

Notes:

1. See the "Executive Officer Summary Compensation Table" subheading herein. The total executive officer compensation includes base salary, annual incentive bonus, value of stock option awards and all other compensation.
2. 2022, 2021, 2020 and 2019 annual petroleum and natural gas sales was converted from United States dollars to Canadian dollars using the Bank of Canada average closing foreign exchange rates for the relevant year (2022 – 1.3013, 2021 - 1.2535, 2020 - 1.3415 and 2019 - 1.3269). We previously reported petroleum and natural gas sales figures in Canadian dollars for the 2018 financial year.
3. Equal to the product of the Company's closing common share price on the TSX and the Company's basic common shares outstanding on December 31 of the applicable year.

Over the past two years, the increases in our executive officer compensation were primarily attributed to increased values of equity-based compensation, driven by a significant increase in the price of our common shares on the TSX over the same period. Our long-term incentive compensation plans are designed to align the interests of all our employees with shareholders by linking a component of compensation to our common share performance, and our increased executive officer compensation has aligned with our increase in shareholder value. Our executive officer 2022 total compensation represented approximately 4.3 percent of petroleum and natural gas sales reported in the year, declining from 6.8 percent reported in the prior year. The Company expects this figure will also decline in the 2023 financial year as we achieve initial production from our previous natural gas discoveries.

2023 Executive Compensation

Based on the annual review of executive officer salaries in our external compensation peer group, the Compensation Committee determined that certain executive officer salary adjustments were warranted in 2023. The following table compares the increased 2023 annual base salaries for the Company's executive officers approved by the Board effective March 1, 2023 to their corresponding 2022 annual base salaries.

Executive officer	2023 Base salary (\$)	2022 Base salary (\$)	Percentage change (%)
President and CEO	500,000	395,000	27
CFO	320,000	270,000	19
COO	320,000	320,000	-

The Compensation Committee recommended and the Board approved 2023 annual long-term incentive awards to directors, executive officers and employees in the form of stock options, which are expected to be granted subsequent to the Meeting. As part of the grant, Mr. Baay is expected to be awarded 500,000 stock options, and Mr. Budau and Mr. Shipka are expected to each be awarded 320,000 stock options.

The anticipated 2023 annual stock option grant to directors, executive officers and employees represents a burn rate of 1.6 percent, calculated by dividing the expected aggregate grant of 3,757,000 stock options by the basic weighted average number of outstanding common shares of the Company for the four months ended April 30, 2023, being 233,037,226.

For 2023, the Compensation Committee and Board approved a change to the calculation of executive officer annual incentive bonuses, whereby the Absolute TSR and the Relative TSR calculation will no longer be used as factors in the calculation. The Compensation Committee will continue to assess the Absolute TSR in relation to the Company's external compensation peer group and will review the Company's Relative TSR as guidance when using their discretion when recommending executive officer annual incentive bonuses to the Board.

In addition, our Board is proposing to amend the structure of our executive officer and employee long-term incentive compensation in 2024, in accordance with the proposed Omnibus Plan. Refer to the "*Matters to be Acted at the Meeting - Proposed Omnibus Incentive Compensation Plan*" section for further details.

Executive Officer Summary Compensation Table

The following table sets forth the total compensation paid to or earned by our executive officers for the fiscal years specified. We do not provide long-term non-equity incentive plan or pension plan compensation to executive officers or employees.

Name and principal position	Year	Base salary ⁽¹⁾ (\$)	Option-based awards ⁽²⁾ (\$)	Annual incentive plans ⁽³⁾ (\$)	All other compensation ⁽⁴⁾ (\$)	Total compensation (\$)
Paul R. Baay ⁽⁵⁾ President and CEO	2022	395,000	337,475	187,000	73,123	992,598
	2021	390,000	425,290	155,000	62,404	1,032,694
	2020	330,625	119,888	400,000	31,723	882,236
Scott Budau CFO	2022	270,000	224,983	130,000	51,289	676,272
	2021	268,333	283,526	107,000	45,610	704,469
	2020	247,500	79,925	250,000	22,371	599,796
James Shipka COO	2022	320,000	224,983	130,000	56,452	731,435
	2021	316,667	283,526	120,000	50,503	770,696
	2020	262,500	79,925	265,000	22,772	630,197

Notes:

- Salary, for the purposes of the table above, includes all earnings related to base salary paid to the NEO during the financial year. In 2020, the NEOs voluntarily deferred Board approved 2020 salary increases until September 1, 2020 in an effort to reduce cash costs. In 2021, increased base salary amounts were effective March 1, 2021.
- Option-based awards consist of stock options granted pursuant to the Stock Option Plan. The fair value of stock options granted is estimated based on the grant date using the Black-Scholes option-pricing model. It is the same methodology used by the Company to determine the accounting fair value of the stock options in accordance with IFRS 2. For a complete description of the terms of the Stock Option Plan, see details provided herein under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*". The awards disclosed in the table above were calculated using assumptions set forth in the following table.

Assumptions	Grant date		
	April 6, 2020	May 25, 2021	April 8, 2022
Strike price (\$)	0.48	1.73	1.43
Weighted average risk-free interest rate (%)	0.5	0.5	2.5
Expected life (years)	2.0 - 4.0	2.0 - 4.0	2.0 - 4.0
Weighted average expected volatility (%)	89.1	87.4	80.0
Expected annual dividend yield (%)	-	-	-
Weighted average fair value per stock option (\$)	0.27	0.95	0.75

- The annual incentive plan is comprised of cash bonuses, which are approved and paid in the subsequent year.
- The value in the column titled "All other compensation" includes all other compensation not reported in any other column of the table for each of the NEOs, including Company paid parking, Touchstone matched contributions to the ESOP, flexible health spending accounts, membership dues and benefit premiums paid by Touchstone. Amounts included herein are generally available to all employees, apart from health spending account benefits for which NEOs receive \$5,000 per annum while Canadian-based employees receive \$3,000 per annum. The ESOP was temporarily suspended effective March 1, 2020 and reinstated effective February 1, 2021 when market conditions improved.
- Mr. Baay is not entitled to receive any compensation for his service as a director during the period that he is an executive officer.

Executive Officer Long-term Incentive Plan Awards

The following table sets forth, all option-based awards outstanding as of December 31, 2022 for each of our executive officers. We do not grant share-based awards to our executive officers or employees.

Option-Based Awards ⁽¹⁾					
Executive officer	Grant date	Number of common shares underlying unexercised stock options	Stock option exercise price (\$)	Stock option expiration date	Value of unexercised in-the-money stock options ⁽²⁾ (\$)
Paul R. Baay	April 5, 2018	300,000	0.22	April 5, 2023	210,000
	April 5, 2019	450,000	0.23	April 5, 2024	310,500
	April 6, 2020	450,000	0.48	April 6, 2025	198,000
	May 25, 2021	450,000	1.73	May 25, 2026	-
	April 8, 2022	450,000	1.43	April 8, 2027	-
Scott Budau	April 5, 2018	200,000	0.22	April 5, 2023	140,000
	April 5, 2019	300,000	0.23	April 5, 2024	207,000
	April 6, 2020	300,000	0.48	April 6, 2025	132,000
	May 25, 2021	300,000	1.73	May 25, 2026	-
	April 8, 2022	300,000	1.43	April 8, 2027	-
James Shipka	April 5, 2018	200,000	0.22	April 5, 2023	140,000
	April 5, 2019	300,000	0.23	April 5, 2024	207,000
	April 6, 2020	300,000	0.48	April 6, 2025	132,000
	May 25, 2021	300,000	1.73	May 25, 2026	-
	April 8, 2022	300,000	1.43	April 8, 2027	-

Notes:

- Option-based awards consist of stock options granted pursuant to the Stock Option Plan. For a description of the terms of the Stock Option Plan, see details provided herein under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*".
- The value of unexercised in-the-money stock options represents the number of common shares payable on settlement of the outstanding vested and unvested stock options held by each NEO, multiplied by the difference between the closing price of the Company's common shares on the TSX on December 31, 2022 of \$0.92 and the exercise price for the applicable stock option grant.

All stock options granted by Touchstone to its executive officer's disclosed above vest in three instalments on each of the first, second and third anniversaries of the date of grant, and the exercise price represented the volume weighted average trading price per common share on the TSX for the five consecutive trading days ending on the last trading day preceding the grant date.

During the 2022 financial year, the Company did not adjust, amend, cancel, replace or modify the exercise price of stock options previously awarded to an executive officer.

Value of NEO's Equity-based Awards Vested During 2022

The following table sets forth, for each executive officer, the value of option-based awards which vested during the year ended December 31, 2022 and the value of non-equity incentive plan compensation earned during the year ended December 31, 2022. Except as disclosed herein, no other executive officer was awarded any other non-equity incentive plan compensation during the year ended December 31, 2022.

Executive officer	Option-based awards - value vested during the year ⁽¹⁾ (\$)	Non-equity incentive plan compensation - value earned during the year ⁽²⁾ (\$)
Paul R. Baay	325,500	187,000
Scott Budau	217,000	130,000
James Shipka	217,000	130,000

Notes:

- Option-based awards consist of stock options granted pursuant to the Stock Option Plan. For a description of the terms of the Stock Option Plan, see details provided herein under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans - Stock Option Plan*". The value of stock options that vested during the year represents the number of in-the-money stock options held by each individual that vested in 2022 multiplied by the difference between the TSX closing price of the Company's common shares on the respective stock option vesting dates and the respective stock option exercise prices.
- Non-equity incentive plan compensation represents 2022 annual incentive bonuses paid in February 2023.

Value Realized from Stock Option Exercises

The following table sets forth, for each executive officer, the value realized from stock options exercised during the year ended December 31, 2022.

Executive officer	Date of exercise	Number of common shares acquired on exercise	Aggregate value realized ⁽¹⁾ (\$)	Number of common shares held	Number of common shares sold
Paul R. Baay	April 8, 2022	300,000	414,000	300,000	-
Scott Budau	April 8, 2022	200,000	276,000	157,100	42,900
James Shipka	April 8, 2022	200,000	276,000	144,000	56,000

Note:

- Represents the number of common shares acquired on exercise multiplied by the difference between the TSX closing price of the Company's common shares on the applicable date such stock options were exercised less the weighted average stock option grant exercise prices.

Termination and Change of Control Benefits and Payments

The Company recognizes that its executive officers are critical to Touchstone's ongoing business. It is therefore vital for the Company to retain the services of each executive, support them in the event of employment interruption caused by a change in control of the Company and to treat them in a fair and equitable manner. Touchstone has management employment agreements (the "**Executive Agreement(s)**") with each of Mr. Baay, Mr. Budau and Mr. Shipka.

Each of these Executive Agreements provides for an indefinite term of employment. Each Executive Agreement may be terminated by: (i) the Company giving notice of termination (other than just cause) to the executive; or (ii) the executive giving ninety (one hundred and twenty for Mr. Baay) calendar days' written notice of termination to Touchstone; or (iii) the executive giving notice of termination to Touchstone following a change in control. In the event of a termination of each Executive Agreement for whatever reason with or without cause, for a period of twelve months following the date of termination, the executive officer may not solicit, interfere with or endeavour to entice away from the Company any person who is an employee of the Company at the date of termination.

The Executive Agreements provide for payment of incremental compensation in the event of termination of the executive officer's employment by the Company without cause and upon resignation of employment by the executive for good reason in the event of a change of control of the Company.

In the Executive Agreements, a change of control includes, but is not limited to, any acquisition of common shares or other securities of the Company that carry the right to cast more than fifty percent (50%) of the votes attaching to all common shares in the capital of the Company, the sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries to a third party, the liquidation or dissolution of the Company, and/or the Company ceasing to be publicly traded on a recognized exchange. Good reason is defined in the Executive Agreements as constructive dismissal as defined in common law or the assignment to the executive officer of any duties materially inconsistent with the executive officer's duties immediately prior to a change in control.

In exchange for payments received upon termination of employment, the executive officer must agree to sign and provide to the Company a full and final release (releasing the Company and its affiliates) in a form that is satisfactory to the Company. The following table sets forth the incremental compensation to be paid by the Company under the specified termination events.

Termination event	Executive officer	Incremental compensation
Termination without cause ⁽¹⁾	Paul R. Baay	Lump sum cash payment equal to two times the sum of: (i) the average of the executive officer's base salary paid in the two years preceding the termination date; and (ii) the executive officer's then current annual base salary; and (iii) the average of any annual incentive bonuses paid in the two years preceding the termination date.
	Scott Budau James Shipka	Lump sum cash payment equal to 1.5 times the sum of: (i) the executive officer's then current annual base salary; and (ii) the average of any annual incentive bonuses paid in the two years preceding the termination date.
Change of control with good reason ⁽²⁾	Paul R. Baay	All applicable incremental compensation is calculated as specified for termination without cause.
	Scott Budau	
	James Shipka	

Notes:

1. Termination without cause refers to termination of the executive officer's employment by the Company for reasons other than for just cause, mutual agreement or the permanent disability of the executive officer.
2. The executive officer has the right, for six months following a change in control of the Company, to terminate their employment subject to the existence of good reason.

The Company remains aware of trends in employment law, such that changes in the Executive Agreements, which are made from time to time, reflect what the Company believes to be competitive terms as at the time of such amendment.

The following table sets forth the details of the estimated incremental compensation due to each of the executive officers that would have arisen upon a hypothetical termination without cause and upon a change of control with good reason as of December 31, 2022, pursuant to the terms and conditions of their respective Executive Agreements.

Executive officer	Severance period (months)	Base salary component ⁽¹⁾ (\$)	Annual incentive bonus component ⁽²⁾ (\$)	Stock options ⁽³⁾⁽⁴⁾ (\$)	Total incremental compensation ⁽⁴⁾⁽⁵⁾ (\$)
Paul R. Baay	24	1,575,000	342,000	652,500	2,569,500
Scott Budau	18	405,000	177,750	435,000	1,017,750
James Shipka	18	480,000	187,750	435,000	1,102,500

Notes:

1. This figure is calculated by summing the average of Mr. Baay's base salary paid in the preceding two years and Mr. Baay's base salary on December 31, 2022, multiplied by two (2) times. For Messrs. Budau and Shipka, this figure is calculated by multiplying the executive officer's base salary on December 31, 2022 by 1.5 times.
2. The figure is calculated by multiplying the average of the executive officer's past two years of annual incentive bonuses by the applicable multiple set forth in their respective Executive Agreement. The annual incentive bonuses for 2022 were not paid until February 2023. However, 2022 bonuses are included in the bonus component calculation above based on the assumption that they would have been included in the executive officer's incremental compensation should there have been a termination on December 31, 2022 due to termination without cause or resignation for good reason upon a change of control.
3. Pursuant to the Stock Option Plan, if the executive officer's employment is terminated by the Company without cause, or the executive officer elects to terminate their employment, the executive officer may exercise any stock options that were vested by the date of termination of employment for up to thirty days following that date or the expiration date of the stock options, whichever occurs first. All other stock options would be terminated. The table above discloses the incremental compensation from stock options based upon a hypothetical termination without cause as of December 31, 2022, using the closing price of the Company's common shares on the TSX on December 31, 2022 of \$0.92 and the executive officer's outstanding vested stock options and exercise prices.
4. In accordance with the Stock Option Plan, in the event of a change in control of the Company, all unvested stock options for each executive officer shall vest, and all issued and outstanding stock options will immediately be exercisable for up to thirty days after the occurrence of such change of control, or at such earlier time as may be established by the Board. Based on a hypothetical termination as of December 31, 2022 due to a change of control and based on the closing price of the Company's common shares on the TSX on December 31, 2022 of \$0.92, the total incremental compensation including all issued stock options for Mr. Baay would have been \$2,635,500, for Mr. Budau would have been \$1,061,750 and for Mr. Shipka would have been \$1,146,500.
5. The table does not include vacation pay entitlements, as such amounts were considered immaterial as of December 31, 2022.

Other than as disclosed herein, Touchstone is not a party to any contract, agreement, plan or arrangement with its NEOs that provides for payments to NEOs at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation or retirement, or as a result of a change in control of Touchstone or a change in the NEOs' responsibilities.

Liability Insurance of Directors and Officers

We maintain directors' and officers' liability insurance coverage for losses if we are required to reimburse our directors and officers, where permitted, and for direct indemnity of our directors and officers where corporate reimbursement is not permitted by law. This insurance protects Touchstone against liability (including costs), subject to standard policy exclusions, which may be incurred by directors and/or officers acting in such capacity. All of our directors and officers are covered by the policy, and the amount of insurance applies collectively to all. The annual cost for this insurance policy for the June 30, 2022 to June 30, 2023 period was approximately \$149,000.

In addition, we have entered into indemnity agreements with each of our directors and officers pursuant to which we have agreed to indemnify such directors and officers from liability arising in connection with the performance of their duties. Such indemnity agreements conform to the provisions of the ABCA.

Share Ownership Guidelines

Our Board believes that our directors and executive officers demonstrate their commitment to our stewardship through common share ownership. Such equity investment in Touchstone aligns their interests with those of our shareholders and mitigates against the likelihood of undue risk taking.

To support this belief, our Board established an equity ownership policy effective December 31, 2021 that our executive officers and independent directors shall acquire and hold common shares in Touchstone based on a minimum threshold in relation to their position and their base annual salary or annual retainer. Executive officers and directors have four years from the later of their appointment or December 31, 2021 to be comply with the policy, after which, all individuals are expected to be in continuous compliance.

The ownership value is calculated as the sum of the market value of common shares held plus the in-the-money value of any vested stock options held. Such market value of common shares held shall be the greater of the adjusted cost base of common shares held and the fair market value of common shares held on the calculation date.

The following table sets forth the common share ownership levels and guidelines of our executive officers and independent directors as calculated on December 31, 2022.

Name	Ownership requirement (times annual base salary or retainer)	Ownership value guideline (\$)	Ownership value ⁽¹⁾ (\$)	Guideline met or investment required to meet guideline
Executive officers				
Paul R. Baay	5 times	1,975,000	2,469,508	✓
Scott Budau	3 times	810,000	1,029,084	✓
James Shipka	3 times	960,000	1,172,281	✓
Independent directors				
Jenny Alfandary	2 times	60,000	-	n/a ⁽²⁾
Dr. Priya Marajh	2 times	60,000	-	n/a ⁽²⁾
Kenneth R. McKinnon	2 times	130,000	840,016	✓
Peter Nicol	2 times	125,000	500,398	✓
Beverley Smith	2 times	125,000	39,245	n/a ⁽³⁾
Stanley T. Smith	2 times	130,000	630,609	✓
Dr. Harrie Vredenburg	2 times	120,000	553,467	✓
John D. Wright	5 times	400,000	4,732,083	✓

Notes:

- Ownership value equals the sum of the market value of Touchstone common shares and the value of unexercised in-the-money vested stock options held by each individual. The market value of common shares represents the number held by each individual as of December 31, 2022 multiplied by the closing price of the common shares on the TSX on December 31, 2022, being \$0.92. The value of unexercised in-the-money vested stock options represents the number of common shares payable on settlement of any outstanding vested stock options held by each individual, multiplied by the difference between the exercise prices for the applicable stock option grant and the closing price of the common shares on the TSX on December 31, 2022, being \$0.92.
- Ms. Alfandary and Dr. Marajh were each appointed to the Board on July 11, 2022 and therefore have until July 11, 2026 to comply with our share ownership policy.
- Ms. Smith was appointed to the Board on December 22, 2020 and has until December 31, 2025 to comply with our share ownership policy.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth information in respect of securities authorized for issuance under our equity compensation plans as of December 31, 2022. Our only equity compensation plan as of December 31, 2022 was the Stock Option Plan, as the Incentive Share Plan was terminated effective February 16, 2021.

Plan category	Number of securities to be issued upon exercise of outstanding awards	Weighted average exercise price of outstanding awards (\$)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by shareholders:			
Stock Option Plan ⁽¹⁾⁽²⁾	11,928,435	1.00	11,375,287 ⁽³⁾
Equity compensation plans not approved by shareholders	-	-	-
Total	11,928,435	1.00	11,375,287

Notes:

- The Stock Option Plan provides for the issuance of stock options to a maximum of ten percent of the issued and outstanding common shares of the Company, provided that the maximum number of common shares issuable pursuant to outstanding stock options and all other equity-based compensation arrangements implemented by the Company shall not exceed ten percent of the common shares outstanding from time to time.
- Of the 11,928,435 stock options outstanding as of December 31, 2022, 5,475,435 or 46 percent were in-the-money as at that date, based on the closing price of the Company's common shares on the TSX on December 31, 2022 of \$0.92.
- The total number of securities remaining available for future issuance under equity compensation plans as of December 31, 2022 was equal to 10 percent of the number of common shares outstanding as at December 31, 2022 less the number of stock options outstanding under the Stock Option Plan as at December 31, 2022. As of December 31, 2022, there were 233,037,226 common shares outstanding, resulting in a maximum number of 23,303,722 common shares issuable under equity compensation plans. As of December 31, 2022 there were 11,928,435 stock options outstanding, leaving 11,375,287 common shares available for issuance under the Stock Option Plan, subject to the applicable limitations contained in such plan.

As of the date hereof, 233,037,226 common shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Company, and 11,928,435 stock options are outstanding with a weighted average exercise price of \$1.00, leaving a total of 11,375,287 stock options representing common shares available for issuance under our Stock Option Plan.

Stock Option Plan

The purpose of our Stock Option Plan is to provide our directors, executive officers, employees and consultants of Touchstone and its subsidiaries (in this section, collectively the "**Participants**") with an opportunity to purchase common shares and to benefit from the appreciation thereof. This provides an increased incentive for the Participants to contribute to the future success and prosperity of Touchstone, thus enhancing the value of common shares for the benefit of all shareholders and increasing the ability of Touchstone to attract and retain individuals of exceptional skill.

Under the Stock Option Plan, the Compensation Committee, which has been delegated by the Board to administer the Stock Option Plan, may grant stock options to purchase common shares to such Participants as it chooses and, subject to the restrictions described below, in such numbers as it chooses.

The aggregate number of common shares that may be reserved for issuance at any time under the Stock Option Plan, together with any common shares reserved for issuance under any other equity-based compensation arrangement implemented by Touchstone (including the former Incentive Share Plan and the proposed Omnibus Plan if approved), is equal to ten percent (10%) of common shares (on a non-diluted basis) outstanding at that time.

In addition, any grant of stock options under the Stock Option Plan is subject to the following restrictions:

- the aggregate number of common shares reserved for issuance pursuant to stock options granted to any one person, when combined with any other equity-based compensation arrangement, may not exceed five percent (5%) of our outstanding common shares (on a non-diluted basis);
- the aggregate number of common shares reserved for issuance pursuant to stock options granted to Insiders, when combined with any other equity-based compensation arrangement, may not exceed ten percent (10%) of our outstanding common shares (on a non-diluted basis); and
- the aggregate number of common shares issued within any one-year period to Insiders pursuant to stock options, when combined with any other equity-based compensation arrangement, may not exceed ten percent (10%) of our outstanding common shares (on a non-diluted basis).

The exercise price of each stock option will be fixed by the Board when the stock option is granted, provided that such price shall not be less than the volume weighted average trading price per share on the TSX for the five consecutive trading days ending on the last trading day preceding the date that the stock option is granted.

A stock option must be exercised within ten years from the date of grant or such other date set by the Board. The vesting period or periods of stock options granted under the Stock Option Plan are determined by the Board at the time of grant. The Board may, in its sole discretion at any time, accelerate vesting of stock options previously granted.

Participants may exercise vested stock options by providing a notice in writing signed by the Participant to Touchstone together with payment in full of the exercise price for the common shares that are the subject of the exercise. A Participant may offer to dispose of vested stock options to Touchstone for cash in an amount not to exceed the fair market value thereof, and Touchstone has the right, but not the obligation, to accept the Participant's offer.

The Stock Option Plan provides that appropriate adjustments in the number of common shares subject to the Stock Option Plan, the number of common shares optioned and the exercise price shall be made by the Board to give effect to adjustments in the number of our outstanding common shares resulting from subdivisions, consolidations or reclassifications of the common shares, the payment of stock dividends by Touchstone (other than dividends in the ordinary course) or other relevant changes in our authorized or issued capital.

Stock options granted to Participants are non-assignable and, except in the case of death of a Participant, are exercisable only to the Participant to whom the stock options have been granted.

In the event of the Participant ceasing to be a director, executive officer, employee or consultant of Touchstone or its subsidiaries for any reason other than death (including the resignation or retirement of the Participant, or the termination by Touchstone of the employment of the Participant or the termination by Touchstone or the Participant of the consulting arrangement with the Participant), unvested stock options shall cease and terminate on the date of notice of ceasing to be a Participant is given, and vested stock options held by such Participant shall cease and terminate and be of no further force or effect on the earlier of the expiry time of the stock options or the 30th day following: (i) the effective date of such resignation or retirement; (ii) the date of the notice of termination of employment is given by Touchstone; or (iii) the date of the notice of termination of the consulting agreement is given by Touchstone or the Participant, as the case may be. Notwithstanding the foregoing, in the event of termination for cause, unvested and vested stock options shall cease and terminate immediately upon the date of notice of termination of employment for cause is given by Touchstone and shall be of no further force or effect whatsoever as to the common shares in respect of which stock option has not previously been exercised.

In the event of the death of a Participant, on or prior to the expiry date of stock options held by the Participant, the legal representatives of the Participant may exercise such stock options within six months following the death of the Participant.

In the event that a change of control of Touchstone, as defined in the Stock Option Plan, is contemplated or has occurred, all stock options that have not otherwise vested in accordance with their terms shall vest and be exercisable at such time as is determined by the Board for a period of time ending on the earlier of the expiry of the stock options or the 30th day following the change of control.

The Board may amend the Stock Option Plan and any stock options granted thereunder in any manner or discontinue it at any time, without shareholder approval, provided that the consent of the applicable Participants must be obtained for any amendment that would adversely affect any outstanding stock options.

The approval of the shareholders present and voting in person or by proxy at a meeting of shareholders must be obtained for any Stock Option amendment that would have the effect of:

- increasing the maximum percentage of common shares that may be reserved for issuance under the Stock Option Plan;
- increasing the maximum percentage of common shares that may be reserved for issuance under the Stock Option Plan to non-employee directors, Insiders or any one person;
- increasing the maximum percentage of common shares that may be issued under the Stock Option Plan within any one-year period to Insiders;
- changing the amendment provisions of the Stock Option Plan;
- changing the terms of any stock options held by Insiders;
- reducing the exercise price of any outstanding stock option (including the reissue of a stock option within ninety days of cancellation which constitutes a reduction in the exercise price);
- amending the definition of Participants to expand the categories of individuals eligible for participation in the Stock Option Plan;
- extending the expiry date of an outstanding stock option or amending the Stock Option Plan to allow for the grant of a stock option with an expiry date of more than ten years from the grant date; or
- amending the Stock Option Plan to permit the transferability of stock options, except to permit a transfer to a family member, an entity controlled by the Participant or a family member, a charity or for estate planning or estate settlement purposes.

If any stock option expires during or within two business days after a self-imposed blackout period on trading securities of Touchstone, such expiry date will be deemed to be extended to the tenth day following the end of such blackout period.

Annual Burn Rates

Our only equity compensation plan as of December 31, 2022 was the Stock Option Plan, as the Incentive Share Plan was terminated effective February 16, 2021 and no Incentive Options were awarded to any participant since 2014. The burn rate shows how rapidly we are using our common shares reserved for equity-based compensation plans. The annual burn rate is calculated by dividing the number of common share awards granted or purchased under each equity compensation arrangement during the applicable financial year by the basic weighted average number of common shares outstanding for the applicable financial year.

The following table sets forth the annual and average burn rates for each of the three most recently completed fiscal years for each of our equity compensation plans requiring settlement by treasury issuances of our common shares.

Year	Stock options granted	Basic weighted average common shares outstanding as of December 31	Burn rate (%)
2022	3,338,000	213,210,555	1.57
2021	3,013,000	210,160,212	1.43
2020	2,892,000	183,780,580	1.57
Average three-year burn rate			1.52

Corporate Governance

We are committed to a high standard of corporate governance policies, and our Board and Management consider strong corporate governance to be central to the effective and efficient operation of the Company. Good governance is fundamental to everything we do at Touchstone, and our Board and Management have committed to ensuring that our governance policies shape the way in which we carry out our business.

The governance policies that we have developed are based upon best practices followed in Trinidad, as augmented by the requirements of the exchanges where we trade. The guidelines of the TSX, the Alberta and Canadian Securities Commissions and the directives provided by AIM have been incorporated into our governance policies. Our Board and Management work with our external advisors to ensure that our corporate and social responsibility practices are current, meaningful, understandable and properly consider the interests of all of our stakeholders.

Our Vision and Values

We believe that maintaining high standards of business conduct is essential to our long-term success. We maintain a vision and values statement that sets out our commitment on health, safety, shareholder value, our employees, environmental sustainability and public engagement in the areas where we operate, all within the context of business integrity. Our Board and Management view that the following vision and values statement encourages and promotes a culture of ethical business conduct with a focus on environmental, social and governance ("**ESG**") initiatives.

Our Vision

Our purpose is to maximize shareholder value through producing economic and sustainable energy from international onshore assets by striving to ensure that ESG standards are embedded in our values and priorities.

Our Key Values

Honesty and Integrity

- We conduct ourselves with honesty and integrity by being transparent, ethical, respectful and timely.
- We are committed to all our stakeholders and work to enhance the local communities involved in our daily operations.

Safety and Environment

- We operate in a manner that ensures the safety of all our stakeholders, including employees, contractors and the public.

- When a conflict arises between safety and production, we empower our employees to choose safety.
- We strive to operate in an environmentally responsible manner to reduce our environmental footprint and aim for continuous improvement.

Respect, Empowerment and Accountability

- We act as shareholders and are accountable for our actions.
- We provide an inclusive work environment that is enjoyable and respectful to all.
- We provide learning opportunities and challenges to employees to foster growth.
- We conduct our business that encourages new thoughts and ideas.

Ethical Business Conduct

We work diligently to ensure that all directors, employees, contractors and agents act with honesty, integrity, respect and reliability in all activities. Given the international nature of our business, we ensure that our practices reflect the highest standards arising under the laws of Trinidad, Alberta, Canada and the United Kingdom. Where there are differing standards between these jurisdictions, we have adopted the most stringent measures. Each year our Compensation Committee reviews our policies and consults with external advisors to ensure that our policies reflect any changes in the laws of any of the jurisdictions in which we operate.

A foundation of solid corporate governance guides our corporate culture. All business activities and operations are to be conducted in an ethical and transparent manner as outlined in our Code of Conduct Policies and the applicable laws and regulations where we operate with due consideration for local customs. Our Code of Conduct Policies were amended in November 2018, a summary of which is available on our website (www.touchstoneexploration.com/governance/code-of-conduct-and-ethics). Our Code of Conduct Policies are applicable to all directors, executive officers and employees, and it is a requirement that the Code of Conduct Policies be read, understood and signed off by directors, executive officers and all employees annually. Our business ethics and anti-corruption policies together with our annual certification program and in-house training programs help ensure that all our dealings with government officials are fully transparent and reflect best international practices. We have worked diligently with our external advisors to create policies and design programs that draw upon the standards provided by the laws of Trinidad, Canada and the United Kingdom, expanded upon as appropriate and having the best-in-class policies and practices. We have not filed any material change reports since our inception that pertains to any conduct of a director or executive officer that constitutes a departure from our Code of Conduct Policies.

Our Board has adopted an extensive Disclosure, Confidentiality and Trading Policy to which all directors, executive officers and employees are subject to. This policy encourages ethical conduct in that it reflects the importance of confidentiality in respect of our activities and restricts trading in our securities at times when individuals may be in possession of material non-public information. We also have written policies in place in respect of conduct, privacy, harassment, bribery and anti-corruption, ethics, human rights and whistleblowing. Our Board has instructed our executive officers and employees to abide by the various policies and to bring any breaches to the attention of the Compensation Committee or to follow the guidelines contained in our whistleblower policy. Compliance with the policies is monitored primarily through the reporting process within our organizational structure. In addition, five current directors of the Board are members of the Institute of Corporate Directors, who further subscribe to the statement of ethics of that organization.

As part of our efforts to ensure the integrity of Touchstone and our financial, health and safety, and other information, we encourage Touchstone employees and consultants who have complaints and concerns regarding, but not limited to, accounting practices, internal auditing controls or auditing matters, ESG matters, or infringement of our Code of Conduct Policies to raise them with the appropriate people as per our whistleblower policy. Our whistleblower policy provides employees and stakeholders with the ability to

have procedures in place to address the confidential, anonymous submission of concerns regarding serious improper conduct or a suspected violation of our policies. Our Board believes that providing a forum for our employees and stakeholders to raise concerns about ethical conduct and treating all complaints with the appropriate level of seriousness fosters a culture of ethical practices. A summary of our whistleblower policy is available on our website (<https://www.touchstoneexploration.com/governance/whistleblower-policy>).

Responsibilities of our Board of Directors

We believe that the role of our Board, which is our highest governing body, is to ultimately drive performance, create shareholder value and maintain a proper tone from the top while understanding our greater responsibility and purpose to a broad range of stakeholders. Our Board oversees the development and execution of a long-term strategic plan and short-term business and operating plans which are designed to achieve our objectives, while identifying the principle strategic and operational opportunities and risks of our business. Our Board's responsibilities include overseeing the management of the Company, overseeing our risk management process, overseeing ESG issues, integrating ESG factors into business planning, overseeing ethics-related practices and policies, approving key business decisions, and evaluating and setting the compensation plan for our directors, executive officers and employees to align with our long-term strategy. The Board's duties are set out in the Board mandate which is reviewed on an annual basis and is found in Appendix "A" attached to this Information Circular.

The Board has the responsibility to oversee the conduct of the business of Touchstone and its subsidiaries and has delegated to Management, through the offices of the President and CEO, the responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on our business in the ordinary course, managing our cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The Board also looks to our executive officers to furnish recommendations relating to corporate objectives, long-term strategic plans and annual operating plans. The Board facilitates its independent supervision over Management by reviewing and approving long-term strategic, business and capital plans, material contracts and business transactions, and all material financing transactions. Through our Audit Committee, our Board examines the effectiveness of our internal control processes and information systems. In addition, our Board implements and monitors policies related to HSSE practices, including climate-related issues and sustainability, through its HSSE Committee.

Our Board holds regularly scheduled meetings at least quarterly, and our Board and Management hold strategic planning sessions at least annually and revisit strategic planning at each quarterly Board meeting. Where appropriate, key management personnel and professional advisors are invited to attend meetings to speak to these issues. While our Board does not hold regularly scheduled meetings comprised solely of independent directors, a portion of all Board and Board committee meetings consists of an in-camera session of the independent directors, where our executive officers are not in attendance.

Board Composition and Independence

Our Board represents a cross-section of experience in matters relevant to us, most particularly in the oil and gas industry. The role of the Chair of the Board is to act in a leadership role, ensuring that the Board is functioning independently of Management. Our Board Chair is independent and presides at all meetings of the Board and shareholders, has responsibility for identifying any issues of independence and conflict, and provides independent leadership to the Board.

Our Board facilitates its exercise of independent supervision over Management by ensuring that the Board includes independent directors. Directors are considered to be independent if they have no direct or indirect material relationship with us. A "material relationship" is a relationship which could, in the view of our Board, be reasonably expected to interfere with the exercise of a director's independent judgment. On at least an annual basis, the Board conducts an analysis and makes a determination as to the independence of each member of the Board.

The following sets forth the status of each of our director nominees as independent or non-independent within the meaning of NI 58-101.

Director	Status of director nominee		
	Independent	Non-independent	Reason for non-independence
Jenny Alfandary	✓		
Paul R. Baay		✓	President and CEO
Dr. Priya Marajh	✓		
Kenneth R. McKinnon	✓		
Peter Nicol	✓		
Beverley Smith	✓		
Stanley T. Smith	✓		
Dr. Harrie Vredenburg	✓		
John D. Wright	✓		

To provide leadership for our independent directors, the Board ensures that such directors have access to our executive officers and senior management. Further, at Touchstone's expense, the Board or any committee of the Board may retain, when it considers it necessary or desirable, outside consultants or advisors to advise the Board or any committee of the Board independently on any matter. The Board and any committee of the Board have the sole authority to retain and terminate any such consultants or advisors, including sole authority to review a consultant's or advisor's fees and other retention terms.

Position Descriptions

Our Board has adopted formal written position descriptions for the CEO, the Chair of the Board and the Chair of each Board committee, which set out the duties and responsibilities of such positions. The President and CEO is charged with the general oversight and management of Touchstone. The Chair of each committee of the Board is charged with leading and assessing each committee to ensure it fulfills its mandate as set out in the committee terms of reference.

Chair of the Board

The Chair of the Board is currently Mr. Wright, who is considered independent within the meaning of NI 58-101. The Board has adopted a written description for the Chair of the Board detailing the roles and responsibilities of the position which include the following:

- managing the affairs of the Board, including ensuring that the Board is organized properly, functions effectively and independently of Management and meets its obligations and responsibilities, including those matters set forth in the mandate of the Board;
- providing overall leadership to the Board without limiting the principal of collective responsibility and the ability of the Board to function as a unit;
- enabling the design and implementation of effective committees of the Board including the selection of members;
- working directly with the President and CEO to provide counsel and guidance regarding the strategic management process and definition of significant business challenges; and
- facilitating communication between the Board, executive officers and shareholders.

Board Committees

Our Board has established the Audit Committee, the Compensation Committee, the HSSE Committee and the Reserves Committee; each is comprised entirely of independent directors in accordance with NI 58-

101 and in respect of the Reserves Committee in accordance with National Instrument 51-101 - *Standards of Disclosure for Oil and Gas Activities* ("**NI 51-101**"). The Board has also developed mandates for each committee of the Board which detail the composition, duties, and responsibilities of the committees. Our Board may also form independent or special committees from time to time to evaluate certain transactions.

Set forth below is information with respect to each of the committees of our Board, including current membership and a brief description of their Board approved mandates which outline the roles and responsibilities of each committee. The full text of the mandate of each committee is available on our website (www.touchstoneexploration.com/governance/board-committees).

Audit Committee	
	All members of the Audit Committee are independent and financially literate.
Current members	<ul style="list-style-type: none"> • Stanley T. Smith (Chair) • Jenny Alfandary • Kenneth R. McKinnon • Peter Nicol
100 percent independent	The Audit Committee is required to be composed of at least three individual members appointed by the Board from amongst its members, all of which are to be independent and financially literate within the meaning of NI 52-110.
Membership changes	Ms. Jenny Alfandary was appointed to the Audit Committee in July 2022.
Summary of mandate	<p>In addition to any other duties and authorities delegated to it by the Board from time to time, the Audit Committee's mandate includes:</p> <ul style="list-style-type: none"> • assist the Board in fulfilling its legal and fiduciary obligations in respect of the preparation and disclosure of the financial statements of the Company and other financial information provided by Touchstone to any regulatory body or the public; • oversee the audit efforts of the external auditors of the Company; • maintain free and open means of communication among the directors, the external auditors, and the financial and senior management of the Company; • satisfy itself that the external auditors are independent of the Company; • review the Company's annual and interim financial statements and the notes thereto prior to their submission to the Board for approval; • review financial information included in prospectuses, management's discussion and analysis, annual information forms, business acquisition reports, annual reports and all public disclosures; • satisfy itself on behalf of the Board with respect to Touchstone's systems of internal controls regarding preparation of those financial statements and related disclosures that Management and the Board have established; • oversee financial risks including balance sheet risk and review of appropriate financial-related risk management policies and strategies; and • oversee complaint procedures and the administration of the complaints submitted pursuant to the whistleblower policy.
Mandate changes	<p>In March 2022, as part of the annual mandate review process, our Audit Committee mandate was updated to include the following duties:</p> <ul style="list-style-type: none"> • review Touchstone's risks management procedures and report to the Board with respect to its risk management process and appropriateness of policies and procedures in managing risk; • oversee the Company's cybersecurity policies and procedures and regularly receive reports from Management on these activities; • review all related party transactions to ensure the nature and extent of such transactions are properly approved and disclosed; and • review the status of taxation matters of the Company and its subsidiaries.

Certain information regarding the Audit Committee, including the amended mandate of the Audit Committee, is contained in the 2022 AIF. For more information relating to the background of our Audit Committee members, see "*Board of Directors - Biographies of Nominated Directors*".

The Audit Committee pre-approves all audit and non-audit services performed by the Company's external auditors. For more information relating to the fees billed by our external auditors for audit and other services in 2022 and 2021, refer to "*Matters to be Acted Upon at the Meeting - Appointment of Auditors*" herein.

Compensation and Governance Committee	
Current members	<p>All members of the Compensation and Governance Committee are independent and are familiar with compensation and corporate governance practices.</p> <ul style="list-style-type: none"> • Kenneth R. McKinnon (Chair) • Dr. Priya Marajh • Dr. Harrie Vredenburg • John D. Wright
100 percent independent	<p>The Compensation Committee is required to be composed of at least three individual members appointed by the Board from amongst its members, all of which are to be independent within the meaning of NI 58-101.</p>
Membership changes	<p>Dr. Priya Marajh and Mr. John D. Wright joined the Compensation Committee in July 2022, and Ms. Beverley Smith and Mr. Stanley T. Smith departed the committee in July 2022.</p>
Summary of mandate	<p>The Board has delegated to the Compensation Committee responsibility to review matters relating to corporate governance and human resource policies and compensation of the Company's directors, officers and employees. These responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • recommend to the Board human resources, compensation policies and programs, and guidelines for application to the Company and oversee the administration of such policies and guidelines as are approved by the Board; • ensure that the Company has in place programs to attract and develop Management of the highest caliber and has a process to provide for the orderly succession of Management; • review compliance by Management of the Company with securities regulatory requirements governing executive compensation committees and executive compensation reporting of the Company, including the report on executive compensation of the Company required by applicable securities regulations; • review the performance of the CEO for the purpose of determining the compensation of the CEO; • approve the annual salary, bonus and other benefits, direct and indirect, of the CEO and, after considering the recommendations of the CEO, all other executive officers of the Company; and • administer all equity-based compensation plans in accordance with their terms.
Mandate changes	<p>There were no changes to the mandate of the Compensation Committee in 2022.</p>

Refer to the "*Executive Compensation - Compensation Governance*" subheading for further information in relation to the role of the Compensation Committee in determining executive officer compensation. For more information relating to the background of our Compensation Committee members, please see "*Board of Directors - Biographies of Nominated Directors*".

HSSE Committee

Current members	<p>All members of the HSSE Committee are independent and are generally familiar with health, safety, social and environmental requirements within the energy industry.</p> <ul style="list-style-type: none">• Beverley Smith (Chair)• Dr. Priya Marajh• Jenny Alfandary• Dr. Harrie Vredenburg
100 percent independent	<p>The HSSE Committee is required to be composed of at least three individual members appointed by the Board from amongst its members, the majority of which are to be independent within the meaning of NI 58-101.</p>
Membership changes	<p>Ms. Jenny Alfandary and Dr. Priya Marajh joined the HSSE Committee in July 2022, and Mr. Thomas E. Valentine retired from the Board of Directors in July 2022.</p>
Summary of mandate	<p>The Board has delegated the HSSE Committee responsibility to review, report and make recommendations to the Board on the development and implementation of the Company's policies, standards and practices with respect to health, safety, social and environmental including climate and sustainability. These responsibilities include, but are not limited to:</p> <ul style="list-style-type: none">• oversee the Company's policies, procedures, internal control systems and strategies relating to climate-related issues, environmental protection, sustainability issues, health, safety and social matters to ensure due assessment, consideration and management of risks, opportunities and potential performance improvement relating thereto;• monitor Touchstone's business to assist Touchstone in conducting its business in a socially responsible, ethical and transparent manner that includes engagement, respect and support for the communities in which Touchstone operates;• review and report to the Board with respect to the consideration and integration of climate-related issues, environmental protection, health, safety and social matters in the development of the Company's business strategy and financial planning;• review Touchstone's compliance with all applicable laws, regulations and Touchstone's policies with respect to health, safety, social matters and the environment;• consider and review the setting and performance against appropriate targets, benchmarking, procedures and reporting methods used by the Company to measure climate-related initiatives, environmental protection, health and safety performance and other relevant sustainability performance; and• review Touchstone's disclosure, reporting and external communication practices pertaining to climate-related matters, environmental protection, and health and safety including but not limited to assessments of materiality, sustainability report development and approach to analogous disclosure and other written communication with stakeholders.
Mandate changes	<p>There were no changes to the mandate of the HSSE Committee in 2022.</p>

Reserves Committee

Current members	<p>All members of the Reserves Committee are independent and are familiar with oil and gas reserves and resource evaluation practices.</p> <ul style="list-style-type: none">• Peter Nicol (Chair)• Stanley T. Smith• Beverley Smith• John D. Wright
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Reserves Committee

100 percent independent	The Reserves Committee is required to be composed of at least three individual members appointed by the Board from amongst its members, the majority of which are to be independent within the meaning of NI 51-101 and each of whom shall be familiar with oil and gas reserve evaluation practices.
Membership changes	Mr. Stanley T. Smith was appointed to the Reserves Committee in July 2022, and Dr. Harrie Vredenburg stepped down from the Reserves Committee in July 2022.
Summary of mandate	<p>The Board has delegated to the Reserves Committee responsibility to review the Company's oil and gas reserves evaluation disclosure and practices. These responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • generally, review all matters relating to the preparation and public disclosure of estimates of the Company's reserves and resources; • review the procedures relating to the disclosure of information with respect to oil and gas activities including reviewing procedures for complying with the disclosure requirements set forth under NI 51-101 and other applicable securities requirements; • meet with Management and the independent reserves evaluator to determine whether any restrictions affect the ability of the evaluator to report on reserves data without reservation; • annually review the selection, engagement and fees of the independent reserves evaluators; and • review the annual reserves estimates of the Company and its subsidiaries and all applicable disclosures for approval to the Board.
Mandate changes	There were no changes to the mandate of the Reserves Committee in 2022.

In accordance with the mandates of the Board and each committee, time is set aside at every meeting to meet in-camera (without Management present) to facilitate open and candid discussion. In 2022 there were eight Board meetings; four Audit Committee meetings; two Compensation Committee meetings; four HSSE Committee meetings; and one Reserves Committee meeting. An in-camera session was held at the beginning and/or end of each of those meetings. The independent directors also routinely hold informal meetings at which non-independent directors and members of Management are not in attendance.

The following table sets forth the members of each committee as of December 31, 2022, as well as the individual director's attendance at the meetings in the 2022 financial year.

Director	Total Board and committee attendance	Board meetings	Audit Committee meetings	Compensation Committee meetings	HSSE Committee meetings	Reserves Committee meetings
Jenny Alfandary	9/9 (100%)	Member 5/5	Member 2/2	n/a	Member 2/2	n/a
Paul R. Baay	8/8 (100%)	Member 8/8	n/a	n/a	n/a	n/a
Dr. Priya Marajh	7/7 (100%)	Member 5/5	n/a	Member n/a	Member 2/2	n/a
Kenneth R. McKinnon	14/14 (100%)	Member 8/8	Member 4/4	Chair 2/2	n/a	n/a
Peter Nicol	13/13 (100%)	Member 8/8	Member 4/4	n/a	n/a	Chair 1/1

Director	Total Board and committee attendance	Board meetings	Audit Committee meetings	Compensation Committee meetings	HSSE Committee meetings	Reserves Committee meetings
Beverley Smith	14/15 (93%)	Member 8/8	n/a	Former member 1/2	Chair 4/4	Member 1/1
Stanley T. Smith	14/14 (100%)	Member 8/8	Chair 4/4	Former member 2/2	n/a	Member n/a
Thomas E. Valentine	4/5 (80%)	Former member 2/3	n/a	n/a	Former member 2/2	n/a
Dr. Harrie Vredenburg	15/15 (100%)	Member 8/8	n/a	Member 2/2	Member 4/4	Former member 1/1
John D. Wright	9/9 (100%)	Chair 8/8	n/a	Member n/a	n/a	Member 1/1

Mr. John D. Wright is the Board Chair and is a member of the Compensation Committee and the Reserves Committee; however, he attends all committee meetings regularly by invitation from the committee chairs. Mr. Thomas E. Valentine is the Corporate Secretary of the Company and regularly attends Board and committee meetings by invitation from the Chair of the Board and the committee chairs. Mr. Paul R. Baay was a management director in 2022 and attended all Board and committee meetings noted above.

Serving as a Director

Strategic Planning

The Board oversees the development and execution of a long-range strategic plan and a short-range business plan for the Company which are designed to achieve our principal objectives and identify the principal strategic and operational opportunities and risks of our business. To assist the Board in meeting this responsibility, the agenda for every regularly scheduled Board meeting includes a discussion of the progress of the short-term business plan and quarterly financial results as well as Management's views in respect of some if not all of the following: enterprise risk management, corporate opportunities, exploration, operational and financial matters, financial forecasts, strategic objectives and emerging opportunities and threats designed to provide the Board the information required for them to discuss and analyse the main risks associated with our business plan and make recommendations to adjust the plan if necessary.

In addition, the Board sets aside at least one full day annually for a strategic planning session where they meet with senior management and discuss the long-term plan for the organization in detail. From time to time, external advisors are invited to present at these meetings. A fulsome in-camera session concludes each of these sessions.

Avoiding Conflicts of Interest

To address conflicts of interest, the members of the Board and executive officers are required to declare the nature and extent of any material interest in any transactions or agreements and related party transactions and may not vote in relation to any such matter. In certain cases, an independent committee may be formed to deliberate on such matters in the absence of the interested party. In any situation where a potential conflict may arise, a director must disclose such conflict and abstain from consideration of the particular transaction or agreement and voting as a result.

Our Audit Committee is responsible for reviewing all related party transactions as defined by applicable regulations. The Audit Committee is also responsible for ensuring the nature and extent of such transactions are properly disclosed.

Succession Planning

Our Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, considering the number required to carry out our Board's duties effectively and to maintain a diversity of views and experience.

The Board is charged with the responsibility of recommending and approving nominees for appointment as directors. The Board considers the skills and qualifications of existing directors and the long-term perceived needs of Touchstone in respect of the Board and each of the committees of the Board. Our Board will typically identify potential candidates and review the qualifications of such potential candidates in the first quarter meeting of each year. In particular, the Board assesses, among other factors, industry experience, functional expertise, financial literacy and expertise, board experience and diversity of background and considers possible conflicts arising in connection with potential candidates. Upon such review, and after conducting appropriate due diligence, the Board will approve candidates.

The Company does not have a specific nomination committee composed entirely of independent directors. To encourage an objective nomination process, the Board will also meet without non-independent members when approving nominees for appointment as directors.

Share Ownership Policy

Our Board believes it is important that directors demonstrate their commitment to our stewardship through share ownership. Our share ownership guidelines establish minimum share ownership levels for directors based on a multiple of their annual retainer. Refer to the "*Share Ownership Guidelines*" heading herein for further information.

Composition and Diversity

Tenure

Touchstone does not have a director retirement policy nor a policy regarding term limits for directors. Board composition is assessed by the Board as required to ensure that the Board has an adequate composition of skills and experience that will enable it to provide strong stewardship of the Company.

Mr. Stanley Smith joined the Board in 2017 to replace a departed director; Mr. Peter Nicol joined the Board in 2017 to augment its expertise in finance, mergers and acquisitions and United Kingdom capital markets; Ms. Beverley Smith joined the Board in 2020 to enhance its expertise in reserves, geology, oil and natural gas exploration and ESG; Ms. Jenny Alfandary joined the Board in 2022 to complement its expertise in innovation, technology, finance and security; and Dr. Priya Marajh joined the Board in 2022 to strengthen its expertise in international business relations, diplomacy, local content considerations, and social and economic policy development.

Diversity

We recognize and embrace the benefits of diversity within our Board, at the executive officer level and at all levels of our organization. When hiring new employees, we consider the candidates' experience and the value that they will bring to the organization with respect to the benefits of diversity. We measure diversity based on business and industry skills and experience, education, gender, age, ethnicity, nationality, geographic background, and other personal characteristics.

Consideration for nominations to our Board will be made based on capability, diversity and the needs of the Board at the applicable time. As a result, the Board is, and will be, comprised of highly qualified directors from diverse backgrounds. The goal of increasing diversity at the Board is to maximize its effectiveness by promoting diverse thinking, while providing for more effective corporate governance and decision making for the Company.

Touchstone also recognizes that gender diversity is an important aspect of diversity on the Board. Of the director nominees to be considered this year by shareholders, three of the nine candidates are female (33 percent).

The Board supports our efforts to promote, attract and retain highly skilled individuals who can add value to our business while always having due regard to the benefits of diversity on our workplace. The Board encourages the consideration of women who have the necessary skills, knowledge, experience and character for promotion or hiring into a management position within the Company. The Board and executive officers are further committed to ensuring a diverse and inclusive culture across our organization by promoting equality of opportunity in terms of employment, development, promotion and reward opportunities. Currently, 83 percent of our workforce are Trinidad and Tobago nationals, and 24 percent of our employees are female. There are no women on our current three-person executive officer team.

The Company currently does not have any targets, rules or formal policies that specifically require the identification, consideration, nomination or appointment of candidates for executive officer positions. The Board is committed to act diligently and intends to adopt a Company-wide diversity and inclusion policy for implementation in 2023.

Director Participation with Other Reporting Issuers

We do not currently have a formal policy on common board memberships, but it is something that our Board considers when evaluating and recommending candidates to be nominated for election or appointment to our Board. Our Board has determined that the following memberships and common board membership do not impair the ability of these directors to exercise independent judgement as members of our Board.

Director	Reporting Issuer (or equivalent in a foreign jurisdiction)
Paul R. Baay	Southern Energy Corp.
Kenneth R. McKinnon	Alvopetro Energy Ltd.
Peter Nicol	Eco (Atlantic) Oil and Gas Ltd. Deltic Energy plc
John D. Wright	Alvopetro Energy Ltd. Grounded Lithium Corp.

Board Performance and Development

Evaluation

Our Board is responsible to assess, on an ongoing basis, its overall performance and that of its committees. The objective of this review is to contribute to a process of continuous improvement in our Board's execution of its responsibilities. The review will identify any areas where our directors or executive officers believe that our Board could make a better collective contribution to overseeing our affairs.

The Board is also responsible for regularly assessing the effectiveness and contribution of each director, having regard to the competencies and skills each director is expected to bring to the Board. The Board does not formally review the contributions of individual directors; however, it believes that its current size facilitates informal discussion and evaluation of members' contributions within that framework.

In 2020, our Board established a skills matrix pursuant to best practices and identified priorities for current and future director skills. The Board completed and reviewed the skill matrix, outlining the experience and background of our directors in a variety of key subject areas. The matrix is reviewed annually so that members of the Board can identify areas for strengthening the Board as a whole, can identify potential areas of director education, and address any issues through the Board's renewal process.

The following table reflects the current skills and experience of the nominated directors.

Experience and/or Expertise	J. Alfandary	P. Baay	P. Marajh	K. McKinnon	P. Nicol	B. Smith	S. Smith	H. Vredenburg	J. Wright
Corporate governance – experience with and understanding of the requirements of good corporate governance.	●	●	●	●	●	●	●	●	●
Strategic planning – experience in developing, implementing and monitoring short and long-term strategic planning.	●	●	●	●	●	●	●	●	●
Risk management – experience in evaluating, managing and mitigating overall business risks.	●	●	●	●	●	●	●	●	●
General oil and gas industry – experience with various aspects of oil and gas business and operations.	●	●	●	●	●	●	●	●	●
Oil and gas exploration – experience with oil and gas exploration activities, including geological, drilling operations and technology.	●	●	●	●	●	●	●	●	●
Reserves evaluation – experience with oil and gas reserves evaluation and reporting requirements.	●	●	●	●	●	●	●	●	●
Geopolitical – experience with analysis of how a country's geography, history, culture, and economy influence its politics and the resulting impact on business.	●	●	●	●	●	●	●	●	●
International operations – experience with international oil and gas operations.	●	●	●	●	●	●	●	●	●
Health, safety and environment – experience with industry regulations and best practices regarding workplace health, safety and environmental issues.	●	●	●	●	●	●	●	●	●
ESG and sustainability – experience with or knowledge of managing risks related to evolving environmental, climate-related and social issues, including reporting and shareholder engagement.	●	●	●	●	●	●	●	●	●
Financial literacy – ability to critically review and analyze financial reporting documents.	●	●	●	●	●	●	●	●	●
Financial experience – corporate finance and financial management experience, including internal controls and financial reporting.	●	●	●	●	●	●	●	●	●
Capital markets – ability to access and assess capital market opportunities in Canada and internationally.	●	●	●	●	●	●	●	●	●
Mergers and acquisitions – experience in identifying, evaluating and executing on strategic, value-added opportunities and leading a business through potential mergers and acquisitions.	●	●	●	●	●	●	●	●	●
Human resources – experience with responsibility for human resources, including knowledge of creating effective compensation plans.	●	●	●	●	●	●	●	●	●
Legal – experience with international oil and gas laws, capital markets, merger and acquisitions disclosure and related reporting requirements.	●	●	●	●	●	●	●	●	●
<p>● – Expertise in this area ● – General expertise in this area ○ – Limited experience in this area</p>									

Director Orientation and Continuing Education

The Board provides an informal orientation program for all new directors. New members of the Board are provided with comprehensive background information about our business and operations, current issues and corporate strategy to allow for informed decision making. New members of the Board also receive a copy of our vision and values statement (see "*Corporate Governance - Our Vision and Values*"). We also have an annual strategic planning session for all directors and senior management to review strategic planning, operations, and the organizational development of Touchstone.

We expect our directors to be informed about issues affecting our business and the industry and jurisdictions in which we operate, and as such, all directors are encouraged to attend applicable educational programs at our expense. Educational programs are also provided for directors on an "as requested" basis, and directors are polled on a regular basis regarding potential education to pursue. As well, all directors have unrestricted direct access to any member of senior management and their staff at any time. Each director has the responsibility for ensuring that they maintain the skill and knowledge necessary to meet their obligations as a director.

Five current directors of our Board are members of the Institute of Corporate Directors, namely, Ms. Jenny Alfandary, Mr. Paul Baay, Mr. Kenneth McKinnon, Mr. Stanley Smith and Dr. Harrie Vredenburg. The Institute of Corporate Directors prescribes minimum annual continuing education requirements. Furthermore, the majority of our directors have significant experience in the international oil and gas industry. The majority are also members of professional organizations such as the Association of Professional Engineers and Geoscientists of Alberta, the Geological Society of London, and Chartered Professional Accountants of Canada. Each of those organizations has continuing education requirements that apply to its members.

The Board believes that these procedures are a practical and effective approach in light of Touchstone's current circumstances, including the size of the Board, the size of Touchstone, the nature and scope of Touchstone's business and operations and the experience and expertise of the members of the Board.

Stakeholder Engagement

We are focused on engaging all stakeholders, including shareholders. Through regular dialogue with our shareholders, we believe that direct and constructive interaction creates a strong alignment of the interests of shareholders with the interests of our Board and Management. We conduct regular engagement with investors through non-deal roadshows, face-to-face meetings, broker sponsored conferences and retail investor presentations. In addition, our annual meeting of shareholders is also typically a forum where multiple stakeholders have an opportunity to directly engage with our Board and executive officers.

Although the stakeholder engagement process is delegated from the Board to the President and CEO, any shareholder wishing to discuss the strategy of the Company can contact our Chair of the Board, Mr. John D. Wright, via email at jwright@touchstoneexploration.com. Our Board members will also be available at the Meeting to receive questions from shareholders.

Sustainability

As an international upstream oil and gas company, we are focused on being a sustainable business, which includes ensuring that the communities in which we operate benefit from our operations, and the environment, health and safety of the communities and all stakeholders are not compromised. We actively engage local stakeholders to ensure our actions and initiatives yield positive socio-economical benefits, including but not limited to local employment and community investments. Consideration of ESG risks in business planning and execution positively impacts the Company and ensures its competitiveness and sustainability in the market.

The Company has identified several ESG risks, including the following highest rated risks:

- restricted access to capital and insurance due to decarbonization policies and changing investor sentiment of investors, lenders and insurers;
- emerging climate, environmental and GHG emission regulations from increasing support for the transition to a lower carbon future; and
- new alternatives to and changing demand for petroleum products.

To address identified climate-related risks, we are continually researching and developing ESG strategies, which include, among other initiatives, reducing effluent discharge, reducing natural gas venting, increasing the proportion of natural gas, which is a low carbon product in the Company's product mix, and uphold transparent disclosure of our ESG performance.

Our Board exercises its responsibility over sustainability goals through its HSSE Committee. The HSSE Committee provides oversight of climate-related and other sustainability-based topics, including risks, opportunities, corporate policies and strategies, and reports to the Board on a quarterly basis.

The HSSE Committee has delegated its authority and accountability of ESG matters to our executive officers. Our executive officers currently have weekly meetings with our local management team that encompasses the identification, measurement and assessment of ESG risks and opportunities. In addition, our executive officers have regular meetings with our government partners (Trinidad and Tobago Ministry of Energy and Energy Industries, Heritage Petroleum Company Limited and The Natural Gas Company of Trinidad and Tobago) that include discussions regarding current and emerging ESG issues and environmental regulations, ensuring that we continue to be regarded as an industry leader in Trinidad. Currently, our President and CEO oversees our safety and social programs; our COO manages our environmental risks and opportunities; and our CFO stewards our governance practices.

In 2022, we published our 2021 sustainability report in accordance with sustainability reporting standards which documented our assessment of risks, opportunities, progress and challenges as they relate to sustainability matters. The content, scope and methods used in our annual sustainability disclosures follow the guidelines set forth by the Sustainability Accounting Standards Board, the Task Force on Climate-related Financial Disclosures and the Global Reporting Initiative Sustainability Reporting Standards. We believe that sustainability is a multidisciplinary focus that balances economic growth, environmental stewardship and social responsibility. We will continue to increase our transparency of our sustainability efforts to ensure the ongoing accountability and productivity of our business.

We recognize the increasing importance of ESG to stakeholders, in particular shareholders, as well as to our operations. We have developed a strategic approach to sustainability consisting of three core areas: environmental stewardship, enriching communities and effective governance.

The following initiatives reflect our dedication to responsibly manage our ESG priorities and risks:

- ✓ appointed a community relations officer in Trinidad to foster good relations within the communities where we operate, identifying how we could provide support and make a positive socioeconomic impact;
- ✓ installed solar panels at our Coho natural gas facility to supply power for equipment and on-site lighting, providing a renewable energy source while reducing greenhouse gas emissions;
- ✓ implemented a reforestation program where every tree removed for our operations would be replaced;
- ✓ planted community gardens in areas where we operate to increase locally produced goods and reduce the need for imported food supply chains and related transportation;
- ✓ achieved nil employee incidents in 2022 and in 2021, confirming our continuous dedication to safety; and

- ✓ increased female representation in the Board from 12.5 percent to 33.3 percent in 2022, establishing our commitment to gender diversity and inclusion.

Our 2021 sustainability report as well our inaugural 2020 sustainability report are available on our website (<https://www.touchstoneexploration.com/governance/sustainability>).

We are proactive in our communications with the local communities in which we are actively exploring or developing projects. Our goal is to establish open and fair consultation processes with all stakeholders, provide information on local business and employment opportunities, identify areas of interest or concern and develop mutually beneficial working relationships. Management has established policies and practices that complement our basic responsibilities as a development tool for the local communities in the areas where we operate. Our social responsibility strategy aims at creating local employment opportunities and providing industry education and health training programs. Through investing in environmental and social initiatives, we aim to support the communities by setting goals that promote sustainable development.

Environmental stewardship is a fundamental value at Touchstone, and we are focused on reducing the environmental footprint of our exploration and production operations by continuously monitoring our environmental impact, developing corporate strategies, and investing in new technologies to address any risks. We have a health, safety and environment ("HSE") department with oversight of workers' health, safety and environmental stewardship. We believe we use best environmental practices in the planning, design, and implementation of exploration programs and oil and natural gas production. Our main environmental strategies include the preparation of comprehensive environmental impact assessments and creating and implementing all encompassing environmental management plans. Monitoring and reporting programs for HSE performance in day-to-day operations, as well as inspections and assessments, are designed to provide assurance that environmental and regulatory standards are continually met in Trinidad. We maintain an active comprehensive integrity monitoring and management program for our wells, surface piping, facilities and storage tanks. Contingency plans are in place for a timely response to an environmental event, and abandonment, remediation and reclamation programs are implemented and utilized to restore the environment.

We are committed to providing a healthy and safe working environment for employees, contractors and the general public. This is supported by dedicated staff and contractors who provide on-site health and safety support as well as ongoing hazard assessments, interim and annual audits and training programs. Management is responsible for reviewing our internal control systems in the areas of HSE and strategies and policies regarding HSE, including our emergency response plan. Management reports to our HSSE Committee and our Board on at least a quarterly basis with respect to HSE matters, including: (i) compliance with all applicable laws and regulations policies with respect to HSE; (ii) emerging trends, issues and regulations related to HSE that are relevant to us; (iii) the findings of any significant report by regulatory agencies, external HSE consultants or auditors concerning our HSE performance; (iv) any necessary corrective measures taken to address issues and risks with regards to our performance in the areas of HSE that have been identified by Management, external auditors or by regulatory agencies; (v) the results of any review with Management, external consultants and legal advisors of the implications of major corporate undertakings such as the acquisition or expansion of facilities, decommissioning of facilities or ongoing drilling and development operations; and (vi) all incidents and near misses with respect to our operations, including corrective actions taken as a result thereof.

Other Disclosures

Indebtedness of Directors and Executive Officers

As of the date hereof, no director, proposed director, executive officer, nor any of their respective associates or affiliates, is or has been indebted to the Company or its subsidiaries, and there has been no such indebtedness at any time since incorporation.

Interest of Certain Persons and Companies in Matters to be Acted Upon

None of our directors or officers, or any person who has held such a position since the beginning of our last completed financial year, nor any nominee for election as a director, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than as disclosed herein.

Interest of Informed Persons in Material Transactions

Except as disclosed elsewhere herein, none of our directors, officers, principal shareholders, or informed persons (as defined in NI 51-102), and no associate or affiliate of any of them, has or has had any material interest, direct or indirect, in any transaction since the commencement of our most recently completed financial year or in any proposed transactions which has materially affected or would materially affect us.

Auditors, Transfer Agent and Registrar

Our auditors are KPMG LLP, Chartered Professional Accountants, Suite 3100, 205 - 5th Avenue SW, Calgary, Alberta, T2P 4B9.

Our transfer agent and registrar for our common shares is Odyssey Trust Company, located at Suite 1230, 300 - 5th Avenue SW, Calgary, Alberta, T2P 3C4. Our depository and custodian in respect of our United Kingdom depository interests is Link Market Services Trustees (Nominees) Limited, Central Square, 29 Wellington Street, Leeds, LS1 4DL.

Additional Information

Financial information is provided in our comparative annual audited consolidated financial statements and related management's discussion and analysis for the year ended December 31, 2022. Shareholders can access these documents and other additional information, including our 2022 AIF, on our website (www.touchstoneexploration.com) and under our profile on SEDAR (www.sedar.com). Alternatively, shareholders may request physical copies of the annual financial statements, related management's discussion and analysis and the 2022 AIF by emailing a request to info@touchstoneexploration.com.

Advisories

Forward-looking Statements

Certain information provided in this Information Circular, including documents incorporated by reference herein, may constitute forward-looking statements and information (collectively, "**forward-looking statements**") within the meaning of applicable securities laws. All statements and information, other than statements of historical fact, made by Touchstone that address activities, events, or developments that the Company expects or anticipates will or may occur in the future are forward-looking statements.

Such forward-looking statements include, without limitation, forecasts, estimates, expectations and objectives for future operations that are subject to assumptions, risks and uncertainties, many of which are beyond the control of the Company. Forward-looking statements are statements that are not historical facts and are generally, but not always, identified by the words "expects", "plans", "anticipates", "believes", "intends", "estimates", "projects", "potential" and similar expressions, or are events or conditions that "will", "would", "may", "could" or "should" occur or be achieved. Readers are cautioned that the assumptions used in the preparation of such forward-looking statements, although considered reasonable at the time of preparation, may prove to be imprecise, and as such, undue reliance should not be placed on forward-looking statements.

Forward-looking statements in this Information Circular (including the prefacing "Letter to Shareholders") include, but are not limited to, those in respect of: the business objectives and future goals and strategies

of the Company; the extent to which the Company anticipates being able to bring natural gas and associated liquids production onstream and the timing thereof; the downstream demand for the Company's production; the extent to which the Company will complete Cascadura facility construction and realize production therefrom; the extent to which the Company can convert its existing reserve base to production and resulting cash flows therefrom and the timing thereof; the continuation of certain existing and the implementation of certain additional ESG policies and practices (including with respect to reducing the Company's environmental footprint and the strategies for accomplishing such reduction, adopting a diversity and inclusion policy, and identifying sustainable ways to operate) and the timing thereof; the expected receipt of the Company's local safety certification and the timing thereof; expected increases to 2023 petroleum and natural gas sales and natural gas exploration wells coming online; expectations of future shareholder returns and profitable growth; exploration, production and associated operational plans and strategies, including future drilling and well optimization activities, the timing thereof and the production resulting therefrom; the Company's exploration drilling and development location inventory, including the number and quality of, and risk associated with, those locations; the entering into of contractual arrangements, the parties thereto and the terms thereof; the expectation that a settlement agreement will be reached with the ASC regarding the investigation disclosed herein; the ability to reduce the Company's risk profile; and the sufficiency of resources and available financing to fund such future operations.

Although the Company believes that the expectations and assumptions on which the forward-looking statements are based are reasonable, undue reliance should not be placed on the forward-looking statements because the Company can give no assurance that they will prove to be correct. Since forward-looking statements address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of factors and risks. Certain of these assumptions and risks are set out in more detail in the Company's 2022 AIF which has been filed on SEDAR and can be accessed at www.sedar.com and is available on our website at www.touchstoneexploration.com. The forward-looking statements contained in this Information Circular are made as of the date hereof, and except as may be required by applicable securities laws, the Company assumes no obligation or intent to update publicly or revise any forward-looking statements made herein or otherwise, whether as a result of new information, future events or otherwise.

Oil and Natural Gas Measures

To provide a single unit of production for analytical purposes, natural gas production has been converted mathematically to barrels of oil equivalent ("**boe**"). We use the industry-accepted standard conversion of six thousand cubic feet of natural gas to one barrel of oil (6 Mcf = 1 bbl). The 6:1 boe ratio is based on an energy equivalent conversion method primarily applicable at the burner tip. It does not represent a value equivalency at the wellhead and is not based on either energy content or current prices. While the boe ratio is useful for comparative measures and observing trends, it does not accurately reflect individual product values and might be misleading, particularly if used in isolation. As well, given that the value ratio, based on the current price of crude oil to natural gas, is significantly different from the 6:1 energy equivalency ratio, using a 6:1 conversion ratio may be misleading as an indication of value.

Oil and Natural Gas Metrics

This Information Circular refers to reserve additions, finding and development ("**F&D**") costs and recycle ratio, which are oil and gas metrics that are commonly used in the oil and gas industry. The metrics have been referred to herein as they were components of the Company's 2022 annual incentive plan. These metrics have been prepared by Management and do not have standardized meanings or standardized methods of calculation, and therefore such measures may not be comparable to similar measures presented by other companies and should not be used to make comparisons. Such measures are not reliable indicators of the future performance of the Company, and future performance may not compare to the performance in prior periods, and therefore such metrics should not be unduly relied upon. The Company uses these oil and gas metrics for its own performance measurements and to provide shareholders with measures to compare the Company's operations over time.

Reserve additions are calculated as the change in reserves from the beginning to the end of the applicable period excluding period production. Management uses this measure to determine the relative change of its reserves base over a period of time.

F&D costs represent the costs of exploration and development incurred. Specifically, F&D is calculated as capital expenditures (refer to the "*Non-GAAP Financial Measures*" subheading below) incurred in the period and the change in future development costs required to develop those reserves. F&D costs per boe is determined by dividing current period reserve additions to the corresponding period's F&D cost. Readers are cautioned that the aggregate of capital expenditures incurred in the most recent financial year and the change during that year in estimated future development costs generally will not reflect total F&D costs related to reserves additions for that year. Management uses F&D costs as a measure of its ability to execute its capital program, the success in doing so, and of the Company's asset quality.

Recycle ratio is a measure used by Management to evaluate the effectiveness of its capital reinvestment program and is calculated by dividing the annual F&D costs per boe to operating netback per boe prior to realized gains or losses on commodity derivative contracts in the corresponding period (refer to the "*Non-GAAP Financial Measures*" subheading below). The recycle ratio compares netbacks from existing reserves to the cost of finding new reserves and may not accurately indicate the investment success unless the replacement of reserves are of equivalent quality as the produced reserves.

Non-GAAP Financial Measures

This Information Circular references various non-GAAP financial measures, non-GAAP ratios, capital management measures and supplementary financial measures as such terms are defined in National Instrument 52-112 - *Non-GAAP and Other Financial Measures Disclosure*. Such measures are not recognized measures under GAAP and do not have a standardized meaning prescribed by International Financial Reporting Standards ("**IFRS**") and therefore may not be comparable to similar financial measures disclosed by other issuers. Readers are cautioned that the non-GAAP financial measures referred to herein should not be construed as alternatives to, or more meaningful than measures prescribed by IFRS, and they are not meant to enhance the Company's reported financial performance or position. These are complementary measures that are commonly used in the oil and natural gas industry and by the Company to provide shareholders and potential investors with additional information regarding the Company's performance, liquidity and ability to generate funds to finance its operations. Non-GAAP financial measures references herein include funds flow from operations, operating netback, capital expenditures and net debt, as they were components of the Company's 2022 annual incentive plan.

Funds flow from operations

Funds flow from operations is included in the Company's consolidated statements of cash flows. Touchstone considers funds flow from operations to be a key measure of operating performance as it demonstrates the Company's ability to generate the funds necessary to finance capital expenditures and repay debt. Management believes that by excluding the temporary impact of changes in non-cash operating working capital, funds flow from operations provides a useful measure of the Company's ability to generate cash that is not subject to short-term movements in non-cash operating working capital.

Operating netback

Touchstone uses operating netback as a key performance indicator of field results. The Company considers operating netback to be a key measure as it demonstrates Touchstone's profitability relative to current commodity prices and assists Management and investors with evaluating operating results on a historical basis. Operating netback is a non-GAAP financial measure calculated by deducting royalties and operating expenses from petroleum and natural gas sales. The most directly comparable financial measure to operating netback disclosed in the Company's consolidated financial statements is petroleum and natural gas revenue net of royalties. Operating netback per boe is a non-GAAP ratio calculated by dividing the

operating netback by total production volumes for the period. Presenting operating netback on a per boe basis allows Management to better analyze performance against prior periods on a comparable basis.

Capital expenditures

Capital expenditures is a non-GAAP financial measure that is calculated as the sum of exploration and evaluation asset expenditures and property, plant and equipment expenditures included in the Company's consolidated statements of cash flows and is most directly comparable to cash used in investing activities. Touchstone considers capital expenditures to be a useful measure of its investment in its existing asset base.

Net debt

Touchstone closely monitors its capital structure with a goal of maintaining a strong financial position to fund current operations and future growth. Net debt is a capital management measure used by Management to steward the Company's overall debt position and as measures of overall financial strength. Net debt is calculated by summing the Company's working capital and the principal (undiscounted) long-term amount of senior secured debt. Working capital is calculated as current assets minus current liabilities as they appear on the applicable consolidated balance sheet.

References to Touchstone

For convenience, references in this document to the "Company", "we", "us", "our", and "its" may, where applicable, refer only to Touchstone.

Approval

This Information Circular dated May 17, 2023 has been approved by the Board of Directors of the Company.

Appendix A - Board of Directors Mandate

Role and Objective

This mandate defines the role of the Board of Directors (the "**Board**") of Touchstone Exploration Inc. (the "**Corporation**"). The fundamental responsibilities of the Board of the Corporation are to: (i) appoint and oversee a competent executive team to manage the business of the Corporation, with a view to maximize shareholder value, (ii) identify and understand the risks associated with the business of the Corporation and (iii) ensure corporate conduct in an ethical and legal manner via an appropriate system of corporate governance, disclosure processes and internal controls. The following are the key guidelines governing how the Board will operate to carry out its duties.

1. Duty of Oversight

The Board is responsible for overseeing and supervising management's conduct of the business of the Corporation to ensure that such business is being conducted in the best interests of the Corporation and its shareholders.

2. Formulation of Corporate Strategy

Management is responsible for the development of an overall corporate strategy to be presented to the Board. The Board shall ensure there is a formal strategic planning process in place and shall review and, if it sees fit, endorse the corporate strategy presented by management. The Board shall monitor the implementation and execution of the corporate strategy.

3. Principal Risks

The Board should have a continuing understanding of the principal risks associated with the business of the Corporation. It is the responsibility of management to ensure that the Board and its committees are kept well informed of changing risks. The principal mechanisms through which the Board reviews risks are the Audit Committee, the Compensation and Governance Committee, the Reserves Committee, the Health, Safety, Social and Environmental Committee and the strategic planning process. It is important that the Board understands and supports the key risk decisions of management.

4. Internal Controls and Communication Systems

The Board ensures that sufficient internal controls and communication systems are in place to allow it to conclude that management is discharging its responsibilities with a high degree of integrity and effectiveness. The confidence of the Board in the ability and integrity of management is the paramount control mechanism.

5. Financial Reporting, Operational Reporting and Review

- (a) The Board ensures that processes are in place to address applicable regulatory, corporate, securities and other compliance matters, including applicable certification requirements regarding the financial, operational and other disclosures of the Corporation.
- (b) The Board reviews and approves the financial statements, related management's discussion and analysis and reserves evaluations of the Corporation.
- (c) The Board reviews annual operating and capital plans and reviews and considers all amendments or departures proposed by management from established strategy, capital and operating plans or matters of policy which diverge from the ordinary course of business.

- (d) The Board reviews operating and financial performance results relative to established strategy, budgets and objectives.

6. Succession Planning and Management Development

The Board considers succession planning and management recruitment and development. The Chief Executive Officer and the Compensation and Governance Committee shall periodically review succession planning and management recruitment and development.

7. Disclosure and Communication Policy

The Corporation has adopted a Disclosure and Communication Policy governing disclosure and communication concerning the affairs of the Corporation. Housekeeping and non-material amendments to the policy may be made by the Disclosure Committee. Significant changes to the policy shall be reviewed by the Board.

8. The Chair of the Board

The Board shall appoint a Chair from among its members. The role of the Chair is to act as the leader of the Board, to manage and co-ordinate the activities of the Board and to oversee execution by the Board of this written mandate.

9. Committees

The Board may appoint such committees as it sees fit. Each committee operates according to the mandate for such committee approved by the Board outlining its duties and responsibilities and the limits of authority delegated to it by the Board. The Board reviews and re-assesses the adequacy of the mandate of each committee on a regular basis and, with respect to the Audit Committee, at least once a year.

10. Committee Chairs and Committee Members

- (a) The Chair shall propose the leadership and membership of each committee. In preparing recommendations, the Chair will take into account the preferences, skills and experience of each director. Committee Chairs and members are appointed by the Board at the first Board meeting after the annual shareholder meeting or as needed to fill vacancies during the year.
- (b) Each committee's meeting schedule will be determined by its Chair and members based on its work plan and mandate. The committee Chair will develop the agenda for each committee meeting. Each committee will report in a timely manner to the Board on the results of its meetings.

11. Board Meetings, Agendas and Notice

- (a) The Board will meet a minimum of four (4) times per year.
- (b) The Chair, in consultation with the Chief Executive Officer, the Chief Financial Officer and the Corporate Secretary, will develop the agenda for each Board meeting. Under normal circumstances, management will use its best effort to distribute the agenda and related materials to directors not less than two (2) business days before the meeting. All directors are free to suggest additions to the agenda.
- (c) Notice of the time and place of every meeting may be given orally, in writing, or by email to each member at least two (2) business days prior to the time fixed for such meeting. A

member may in any manner waive notice of the meeting. Attendance of a member at a meeting shall constitute 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.

12. Information for Board Meetings

- (a) Material distributed to the directors in advance of Board meetings should be concise, yet complete, and prepared in a way that focuses attention on critical issues to be considered. Reports may be presented during Board meetings by directors, management or staff, or by invited outside advisors. Presentations on specific subjects at Board meetings should briefly summarize the material sent to directors to maximize the time available for discussion on questions regarding the material.
- (b) It is recognized that under some circumstances, due to the confidential nature of matters to be discussed at a meeting, it would not be prudent or appropriate to distribute written material in advance.

13. Non-Directors at Board Meetings

The Board appreciates the value of having management team members attend Board meetings to provide information and opinions to assist the directors in their deliberations. The Board, through the Chair, can determine management attendees at Board meetings.

14. Board Relations with Management

Board policies and guidelines are issued to management for their adherence. Directors may direct questions or concerns on management performance to the Chair, to the President and Chief Executive Officer or through Board and committee meetings. While the Board establishes limits of authority delegated to management, directors must respect the organizational structure of management. A director has no authority to direct any staff member.

15. New Director Orientation

New directors will be provided with an orientation which will include written information about the duties and obligations of directors and the business and operations of the Corporation, documents from recent Board meetings and opportunities for meetings and discussion with senior management and other directors.

16. Assessing the Board's Performance

The Board is responsible for annually assessing its overall performance and that of its committees. The objective of this review is to contribute to a process of continuous improvement in the Board's execution of its responsibilities. The review should identify any areas where the directors or management believe that the Board could make a better collective contribution to overseeing the affairs of the Corporation.

17. Board Compensation

The Compensation and Governance Committee will review director compensation in accordance with the mandate of the Compensation and Governance Committee and will make changes in compensation to the Board when warranted and in light of the responsibilities and risks involved in being a director.

18. Annual Evaluation of the President and Chief Executive Officer - Compensation and Governance Committee

The Compensation and Governance Committee will conduct an annual performance review of the President and Chief Executive Officer in accordance with the mandate of the Compensation and Governance Committee. The results of this performance review will be communicated to the President and Chief Executive Officer by the Chair of the Compensation and Governance Committee.

19. Outside Advisors for Individual Directors

Occasionally, a director may need the services of an advisor to assist with matters involving responsibilities as a director. A director who wishes to engage an outside advisor at the expense of the Corporation may do so with the authorization of the Chair of the Board.

20. Conflict of Interest

- (a) Directors have a duty to act honestly and in good faith with a view for the best interests of the Corporation and to exercise the care, diligence and skills a reasonably prudent person would exercise in comparable circumstances.
- (b) Directors shall not allow personal interests to conflict with their duties to the Corporation and shall avoid and refrain from involvement in situations of conflict of interest.
- (c) A director shall disclose promptly any circumstances such as an office, property, a duty or an interest, which may create a conflict with that director's duty to the Corporation.
- (d) A director shall disclose promptly any interest that director may have in an existing or proposed contract or transaction of or with the Corporation.
- (e) The disclosures contemplated in paragraphs (c) and (d) above shall be immediate if the perception of a possible conflict of interest arises during a meeting of the Board or any committee of the Board, or if the perception of a possible conflict arises at another time then the disclosure shall occur at the first Board meeting after the director becomes aware of the potential conflict of interest.
- (f) A director's disclosure to the Board shall disclose the full nature and extent of that director's interest either in writing or by having the interest entered in the minutes of the meeting of the Board.
- (g) A director with a conflict of interest or who is capable of being perceived as being in conflict of interest vis-à-vis the Corporation shall abstain from discussion and voting by the Board or committee of the Board on any motion to recommend or approve the relevant contract of transaction unless the contract or transaction is an arrangement by way of security for obligations undertaken by the director for the benefit of the Corporation or one relating primarily to the director's remuneration or benefits. If the conflict of interest is obvious and direct, the director shall withdraw while the item is being considered.
- (h) Without limiting the generality of "conflict of interest" it shall be deemed a conflict of interest if a director, a director's relative, a member of the director's household in which any relative or member of the household is involved has a direct or indirect financial interest in, or obligation to, or a party to a proposed or existing contract or transaction with the Corporation.
- (i) Directors shall not use information obtained as a result of acting as a director for personal benefit or for the benefit of others.

- (j) Directors shall maintain the confidentiality of all information and records obtained as a result of acting as a director.

21. Corporate Governance and Nominating

- (a) The Board retains overall responsibility for the implementation and enforcement of an appropriate system of corporate governance, including policies and procedures to ensure the Board functions independently of management. The Board shall establish and maintain such corporate governance policies and procedures as are necessary to ensure that the Corporation is fully compliant with applicable securities laws and prevailing governance standards. Such policies and procedures shall contain clear reporting, oversight and enforcement provisions that reserve the right for the Board to take appropriate remedial action in the event of a breach thereof. The Board shall mandate the Corporation's Corporate Secretary and professional advisors to keep it apprised of developing corporate governance issues and shall, each year after the annual shareholder meeting of the Corporation, review the sufficiency of the Corporation's corporate governance policies and procedures.
- (b) The Board retains overall responsibility to identify and recommend suitable candidates for nomination for election as directors of the Corporation and to consider the competencies and skills the Board, as a whole, should possess.

22. Mandate Review

This mandate shall be reviewed and approved by the Board each year.

Approved and adopted by the Board of Directors on November 16, 2012 and reapproved on March 23, 2023

Appendix B - Proposed Omnibus Incentive Compensation Plan

Touchstone Exploration Inc. (the "**Corporation**") hereby establishes this Omnibus Incentive Compensation Plan (the "**Plan**") for certain qualified directors, officers, employees, and consultants of the Corporation or any of its Subsidiaries. The Plan shall become effective on the Effective Date (as set forth in Section 9.9 hereof) and shall remain in effect, subject to the right of the board of directors of the Corporation (the "**Board**") to amend or terminate the Plan at any time pursuant to Section 8.3 hereof.

Article 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions.

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

"Account" means an account maintained for each Participant on the books of the Corporation which will be credited with PSUs or RSUs, as applicable, in accordance with the terms of this Plan;

"Adjustment Ratio" means, in respect of a PSU or RSU, the ratio used on each Dividend Payment Date to adjust the number of Shares underlying each such PSU or RSU, subject to and in accordance with the terms of this Plan; and in respect of each PSU or RSU, the Adjustment Ratio shall initially be equal to one (1), and shall be cumulatively adjusted thereafter on each Dividend Payment Date by increasing the Adjustment Ratio on each Dividend Payment Date by an amount, rounded to the nearest five (5) decimal places, equal to the product of: (i) the Adjustment Ratio immediately prior to such Dividend Payment Date; and (ii) the fraction, having its numerator the dividend expressed as an amount per Share paid on that Dividend Payment Date, and, having as its denominator, the Market Value of a Share, calculated at the close of business on the day that is two (2) Business Days prior to the Dividend Record Date in respect of such Dividend;

"Affiliates" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

"Applicable Employment Standards Legislation" means the employment standards legislation, as amended or replaced, applicable to a Participant;

"Applicable Withholding Tax" has the meaning ascribed thereto in Section 9.2(a) hereof;

"Associate" where used to indicate a relationship with a Participant, means (i) any domestic partner of that Participant, and (ii) the spouse of that Participant and that Participant's children (whether by birth or adoption), as well as that Participant's relatives and that Participant's spouse's relatives, in each case if they share that Participant's residence;

"Award" means an Option, a PSU, and/or an RSU, as applicable, granted to a Participant pursuant to the terms of the Plan and the applicable Grant Agreement;

"Black-Out Period" means a period of time when pursuant to any policies of the Corporation (including the Corporation's insider trading policy), any securities of the Corporation may not be traded by certain Persons designated by the Corporation;

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

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

"Cash Equivalent" means the amount of money equal to the Market Value multiplied by the number of vested PSUs or RSUs, as applicable, in the Participant's Account, on the RSU Settlement Date, or the PSU Settlement Date, as applicable;

"Cashless Surrender Right" has the meaning ascribed thereto in Section 3.6(c) hereof;

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

"Change of Control" unless otherwise determined by the Board, "Change of Control" shall mean the happening, in a single transaction or in a series of related transactions, of any of the following events:

- (a) any acquisition by a Person (other than a non-arm's length party), or a combination of Persons acting jointly or in concert of the direct or indirect beneficial ownership of securities of the Corporation representing fifty percent (50%) or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's Share Based Compensation Arrangements;
- (b) the sale or disposition of all or substantially all of the Corporation's assets, or consummation of any transaction, or series of related transactions, having similar effect;
- (c) as a result of or in connection with: (A) a contested election of directors; or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its Subsidiaries and another corporation or other entity, the nominees named in the most recent management information circular of the Corporation for election to the Board shall not constitute a majority of the Board;
- (d) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent;
- (e) a resolution is adopted to wind-up, dissolve or liquidate the Corporation; or
- (f) any person, entity or group of persons or entities acting jointly or in concert (an "**Acquiror**") acquires or acquires control (including, without limitation, the right to vote or direct the voting) of voting securities of the Corporation which, when added to the voting securities owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and/or Associates and/or affiliates of the Acquiror to cast or to direct the casting of fifty percent (50%) or more of the votes attached to all of the Corporation's outstanding voting securities which may be cast to elect directors of the Corporation or the successor corporation (regardless of whether a meeting has been called to elect directors);

"Corporation" means Touchstone Exploration Inc., a corporation formed under the *Business Corporations Act* (Alberta), as amended from time to time;

"Disability" means any medical condition whatsoever (including physical or mental illness) which leads to the Participant's absence from their job function for a continuous period of six (6) months without the Participant being able to resume functions on a full-time basis at the expiration of such period and which, in light of the position held by the Participant, the parties agree would cause undue hardship to the Corporation. Unsuccessful attempts to return to work for periods of less than six (6) days shall not interrupt the calculation of such six (6) month period;

"Dividend" means a dividend paid in the form of cash by the Corporation in respect of the Shares, and excludes all other types of dividends;

"Dividend Payment Date" means the date on which the Corporation pays a Dividend on the Shares;

"Dividend Record Date" means the applicable record date in respect of any Dividend used to determine the shareholders of the Corporation entitled to receive such Dividend;

"Effective Date" has the meaning ascribed thereto in Section 9.9 hereof;

"Eligible Participant" means any director, officer, employee, or consultant of the Corporation or any of its Subsidiaries (for so long as such Person holds any such position, excluding any period of contractual or common law reasonable notice of termination of employment or deemed employment or, as permissible, during any period of statutory notice of termination of employment under Applicable Employment Standards Legislation (unless expressly required by the Applicable Employment Standards Legislation));

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

"Exercise Notice" means a notice, in the form attached hereto as Schedule "A" or such other form as the Board may use from time to time, in writing signed by a Participant and stating the Participant's intention to exercise an Option and the manner in which such Option is to be exercised;

"Grant Agreement" means a written agreement entered into by the Corporation and a Participant evidencing the grant to such Participant of an Award, including an Option Agreement, a PSU Agreement, and an RSU Agreement;

"Insider" means an insider as that term is defined in the Company Manual of the TSX, as amended from time to time;

"Legacy Option" means an option granted by the Corporation under the Legacy Option Plan which upon exercise entitles the holder thereof to acquire a designated number of Shares from treasury, subject to the terms and conditions of the Legacy Option Plan and option grant agreement, provided that such Legacy Option has not expired prior to being exercised;

"Legacy Option Plan" means the Corporation's Option Plan, adopted December 17, 2012 and as amended from time to time in accordance with its terms;

"Market Value" means at any date when the market value of Shares is to be determined:

- (a) if the Shares are listed on the Stock Exchange, the VWAP on the Stock Exchange for the five (5) trading days immediately preceding such date;
- (b) if the Shares are not listed on the Stock Exchange, then as calculated in paragraph (a) by reference to the price on the stock exchange on which the Shares are listed (if more than one, then using the exchange on which a majority of Shares are traded on the five trading days preceding the date of determination); or
- (c) In the event that the Shares are not listed and posted for trading on any stock exchange, the Market Value shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith and such determination shall be conclusive and binding on all Participants;

"Option" means a right that is granted by the Corporation from time to time to a Participant pursuant to Article 3 hereof which shall upon exercise entitle the holder thereof to acquire a designated number of Shares from treasury at the Option Price, subject to the terms and conditions of this Plan and the applicable Option Agreement, provided that such Option has not expired prior to being exercised;

"Option Agreement" means a written agreement in such form as the Board may use from time to time between the Corporation and a Participant evidencing the grant of an Option and the terms and conditions thereof;

"Option Price" has the meaning ascribed thereto in Section 3.2 hereof;

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

"Participant" means an Eligible Participant who has been granted an Award under the Plan;

"Performance Criteria" means specified criteria established by the Board, or a committee appointed thereby in accordance with Section 2.2(a) hereof, and set forth in the applicable Grant Agreement, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Award;

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

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

"Plan" means this Omnibus Incentive Compensation Plan, including any amendments or supplements hereto made after the Effective Date hereof and from time to time thereafter by amendment;

"PSU" means a performance share unit that is granted by the Corporation from time to time to a Participant pursuant to Article 4 hereof which shall upon vesting entitle the holder thereof to receive, at the discretion of the Board and subject to Section 6.1(d), a payment in the form of Shares issued from treasury, the Cash Equivalent or a combination thereof, subject to the terms and conditions of this Plan and the applicable PSU Agreement, provided that such PSU has not expired before vesting;

"PSU Agreement" means a written agreement in the form attached as hereto as Schedule "C" or such other form as the Board may use from time to time, between the Corporation and a Participant evidencing the grant of PSUs and the terms and conditions thereof;

"PSU Settlement Date" means the date as of which a PSU is settled as provided in Section 4.4(a) hereof;

"Restriction Period" means a period determined by the Board, in its sole discretion, ending in all cases no later than three (3) years from the date of grant of a particular PSU or RSU;

"RSU" means a restricted share unit that is granted by the Corporation from time to time to a Participant pursuant to Article 5 hereof which shall upon vesting entitle the holder thereof to receive, at the discretion of the Board and subject to Section 6.1(d), a payment in the form of Shares issued from treasury, the Cash Equivalent or a combination thereof, subject to the terms and conditions of this Plan and the applicable RSU Agreement, provided that such RSU has not expired before vesting;

"RSU Agreement" means a written agreement in the form attached as Schedule "D" hereto or such other form as the Board may use from time to time, between the Corporation and a Participant evidencing the grant of RSUs and the terms and conditions thereof;

"RSU Settlement Date" means the date as of which an RSU is settled as provided in Section 5.4(a) hereof;

"Share Based Compensation Arrangement" has the meaning given to that term in the Company Manual of the TSX, as amended from time to time;

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

"Share Unit Vesting Determination Date" means the date on which the Board determines if the vesting conditions with respect to PSUs or RSUs (including, in the case of PSUs, any applicable Performance Criteria) have been achieved. In the case of PSUs, the Share Unit Vesting Determination Date shall be on a date following the end of the applicable Performance Period. In all cases, the Share Unit Vesting Determination Date will not be later than the last day of the applicable Restriction Period;

"Stock Exchange" means the Toronto Stock Exchange or, if the Shares are not listed or posted for trading on such stock exchange at a particular date, any other stock exchange on which the majority of the trading volume and value of the Shares are listed or posted for trading;

"Subsidiary" means a corporation, Corporation or partnership that is controlled, directly or indirectly, by the Corporation and the term **"Subsidiaries"** shall be construed accordingly;

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

"TSX" means the Toronto Stock Exchange;

"Termination Date" means the later of (i) the date on which such Participant ceases to hold their position with the Corporation as a director, officer, employee or consultant of the Corporation or one of its Subsidiaries for any reason whatsoever, including without limitation, resignation, retirement, termination of employment for Cause (as defined herein), and termination of employment without Cause (whether with or without lawful notice), and (ii) only if applicable to the Participant's employment, the end of the applicable statutory notice period, if any, under Applicable Employment Standards Legislation. For greater certainty, any period of contractual notice or common law reasonable notice of termination of employment to which a Participant may be entitled shall not be included in the determination of such Participant's Termination Date; and

"VWAP" means the volume weighted average trading price of the Shares quoted on the Stock Exchange, calculated by dividing the total value by the total volume of Shares traded for the relevant period.

1.2 Interpretation.

- (a) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion of the Board, acting rationally and following a reasonable process considering relevant factors.
- (b) The provision of a table of contents, the division of this Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.
- (c) In this Plan, words importing the singular shall include the plural, and vice versa and words importing any gender include any other gender.
- (d) The words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation". As used herein, the expressions "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Plan, respectively.
- (e) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

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

2.1 Purpose of the Plan.

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

- (a) to provide a means through which the Corporation or a Subsidiary may attract, retain and motivate people to advance its business strategy;
- (b) to increase the interest in the Corporation's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Corporation or a Subsidiary;
- (c) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Corporation or a Subsidiary are necessary or essential to its success, image, reputation or activities; and
- (d) to reward Participants for their performance of services while working for the Corporation or a Subsidiary.

2.2 Implementation and Administration of the Plan.

- (a) The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee or plan administrator appointed by the Board. If such committee or plan administrator is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee or plan administrator. Nothing contained herein shall prevent the Board from adopting other or additional Share Based Compensation Arrangements or other compensation arrangements from time to time, subject to any required approvals. No member of the Board or any Person acting pursuant to authority delegated by it shall be liable for any action or determination in connection with the Plan made or taken in good faith, and each member of the Board and each such Person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Corporation. The day-to-day administration of the Plan may be delegated to a third-party administrator or agent, or officers and employees of the Corporation, in each case, as the Board determines.
- (b) The Board shall be empowered to determine the duration and purpose of leaves of absences which may be granted to a Participant without constituting termination of their employment for purposes of this Plan, which periods shall be no shorter than the periods generally applicable to Employees under the Corporation's applicable employment policies and make all other determinations with respect to a Participant's service and, as applicable, its termination, for purposes of any Award.
- (c) Subject to Article 8 hereof and any applicable rules of a Stock Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of the Plan and/or to address tax or other requirements of any applicable jurisdiction.
- (d) Subject to the provisions herein, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operations of the Plan as it may deem

necessary or advisable. The Board may delegate to officers or managers of the Corporation, or committees thereof, the authority, subject to such terms as the Board shall determine, to perform such functions, as the Board may determine from time to time. Any such delegation by the Board may be revoked at any time at the Board's sole discretion. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board, or by any officer, manager, committee or any other Person to which the Board delegated authority to perform such functions, shall be final and binding on the Corporation, its Subsidiaries and all Eligible Participants.

- (e) No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder. Members of the Board, and any Person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Corporation with respect to any such action or determination.
- (f) The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares, or any other securities in the capital of the Corporation. For greater clarity, the Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares, or any other securities in its share capital, or varying or amending its share capital or corporate structure in any way.

2.3 Participation in this Plan.

- (a) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any tax or financial matters affecting any Participant including those resulting from the grant, vesting or settlement of an Award, the exercise of an Option or resulting from any transactions in the Shares or any other event affecting the Awards. With respect to any fluctuations in the market price of the Shares, neither the Corporation, nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares or payment of any Cash Equivalent hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation and its Subsidiaries and other Affiliates do not assume any responsibility for the income tax or other financial consequences resulting to any Participant and each Participant is advised to consult with his or her own tax and financial advisors regarding the tax and financial consequences and risks associated with each Award granted to such Participant.
- (b) Participants (and their legal representatives and the liquidator, executor or administrator, as the case may be, of their respective estate) shall have no legal or equitable right, claim, or interest in any specific property or asset of the Corporation or any of its Affiliates. No asset of the Corporation or any of its Affiliates shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any of its Affiliates under this Plan. Unless otherwise determined by the Board, this Plan shall be an unfunded obligation of the Corporation and its Affiliates (as applicable). To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be general unsecured obligations and shall not be greater than the rights of an unsecured creditor of the Corporation.

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

2.4 Shares Available Under the Plan.

- (a) Notwithstanding anything in the Plan, the aggregate number of Shares:
 - (i) Issuable to Insiders at any time, under all of the Corporation's Share Based Compensation Arrangements, shall not exceed ten percent (10%) of the issued and outstanding Shares; and
 - (ii) issued to Insiders within any one-year period, under all of the Corporation's Share Based Compensation Arrangements, shall not exceed ten percent (10%) of the issued and outstanding Shares.
- (b) Notwithstanding Section 2.4(a), the acquisition of Shares by the Corporation for cancellation shall not affect any Awards outstanding prior to such purchase of Shares for cancellation.
- (c) The maximum number of Shares available for issuance, in the aggregate, under all of the Corporation's Share Based Compensation Arrangements shall not exceed ten percent (10%) of the aggregate number of Shares issued and outstanding from time to time (calculated on a non-diluted basis). Any Shares subject to an Award, or Legacy Option that has been exercised or settled in Shares, will again be available for issuance under the Plan. The number of Shares available for issuance under the Plan will increase as the number of issued and outstanding Shares increases from time to time.
- (d) The aggregate number of Shares issuable to any one Eligible Participant under all of the Corporation's Share Based Compensation Arrangements shall not exceed ten percent (10%) of the issued and outstanding Shares.
- (e) Legacy Options granted prior to the Effective Date will continue to be governed by the Legacy Option Plan and as of the Effective Date no further Legacy Options will be granted.
- (f) No Award that can be settled in Shares issued from treasury may be granted without Board approval if such grant would have the effect of causing the total number of Shares underlying Awards made under this Plan and awards made under the Legacy Option Plan to exceed the above-noted number of Shares reserved for issuance under this Plan and the Legacy Option Plan. For greater certainty, Section 2.4(c) shall not limit the Corporation's ability to issue Awards that are payable other than in Shares issued from treasury. Shares will not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is payable in cash.
- (g) The Corporation shall, at all times during the term of this Plan, ensure that the number of Shares it is authorized to issue is sufficient to satisfy the requirement of this Plan and the Legacy Option Plan; provided that awards will no longer be granted under the Legacy Option Plan, as of the date the Board initially adopts this Plan.
- (h) If an outstanding Award (or portion thereof) under this Plan or an outstanding Legacy Option under the Legacy Option Plan expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised or settled in full, or if Shares acquired pursuant to an Award or Legacy Option subject to forfeiture are forfeited, the Shares covered by such Award or Legacy Option, if any, will again be available for issuance under the Plan.

- (i) No fractional Shares shall be issued upon the exercise of any Award granted under the Plan and, accordingly, if a Participant would otherwise become entitled to a fractional Share upon the exercise of such Award, or from an adjustment permitted by the terms of this Plan, such Participant shall only have the right to receive the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.
- (j) For the purposes of Section 2.4(c), in the event that the Corporation cancels or purchases to cancel any of its issued and outstanding Shares and as a result of such cancellation or purchase, the Shares issuable under the Plan exceed the maximum number of Shares set out in Section 2.4(c), no approval of the shareholders of the Corporation shall be required for the issuance of Shares on the exercise or settlement of any Awards which were granted prior to such cancellation or purchase.

2.5 Granting of Awards.

- (a) Any Award granted under the Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any securities exchange or under any law or regulation of any jurisdiction, or the consent or approval of any securities exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant of such Awards or the exercise of any Option or the issuance or purchase of Shares thereunder, if applicable, such Award may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.
- (b) The Corporation may require, as a condition to the exercise of an Award or the delivery of Shares under an Award, such representations or agreements as counsel for the Corporation may consider appropriate to avoid violation of the U.S. Securities Act of 1933, as amended, or any applicable state or non-U.S. securities laws and regulations. Any Shares required to be issued to Participants under the Plan will be evidenced in such manner as the Board may deem appropriate, including book-entry registration or delivery of share certificates. In the event that the Board determines that share certificates will be issued to Participants under the Plan, the Board may require that certificates evidencing Shares issued under the Plan bear an appropriate legend reflecting any restriction on transfer applicable to such Shares, and the Corporation may hold the share certificates pending lapse of the applicable restrictions.

Article 3 OPTIONS

3.1 Nature of Options.

An Option is a right granted by the Corporation from time to time to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof and the provisions of the applicable Option Agreement.

3.2 Option Awards.

Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time, by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) fix the number of Options, if any, to be granted to

each Eligible Participant and the date or dates on which such Options shall be granted, (iii) determine the price per Share to be payable upon the exercise of each such Option (the "**Option Price**"), the relevant vesting provisions (including Performance Criteria, if applicable, or a requirement for active and continuous employment), the Option Term, the date(s) and the manner in which Options may be exercised during the Option Term and all other option conditions, the whole subject to the terms and conditions prescribed in this Plan and in the applicable Option Agreement, and any applicable rules of a Stock Exchange.

3.3 Option Price.

The Option Price for Shares that are the subject of any Option shall be determined and approved by the Board when such Option is granted but shall not be less than the Market Value of such Shares at the time of the grant for a Participant.

3.4 Option Term.

- (a) The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten (10) years from the date the Option is granted (the "**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options.
- (b) Should the expiration date for an Option fall within a Black-Out Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth (10th) Business Day after the end of the Black-Out Period, such tenth (10th) Business Day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding Section 8.3 hereof, the ten (10) Business Day period referred to in Section 3.4(b) may not be extended by the Board.

3.5 Exercise of Options.

Prior to expiration or earlier termination in accordance with the Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board at the time of granting the particular Option may determine in its sole discretion (including any requirement for active and continuous employment). For the avoidance of doubt, any exercise of Options by a Participant shall be made in accordance with applicable laws and the Corporation's insider trading policy or other applicable policies.

3.6 Method of Exercise and Payment of Option Price.

- (a) Subject to the provisions of the Plan and the applicable Option Agreement, an Option granted under the Plan shall be exercisable (from time to time as provided in Section 3.5 hereof) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of such Participant) by delivering a fully completed Exercise Notice to the Corporation at its registered office to the attention of the Corporate Secretary of the Corporation (or the individual that the Corporate Secretary of the Corporation may from time to time designate) or by giving notice in such other manner as the Corporation may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by full payment, by cash, certified cheque, bank draft or any other form of payment deemed acceptable by the Corporation of the Option Price for the number of Shares specified therein, together with any additional amounts the Corporation or any Subsidiary may require the Participant to pay in accordance with Section 9.2.
- (b) Upon the exercise of any Option, the Corporation or some other organization so delegated to by the Corporation shall, as soon as practicable after such exercise but no later than ten

(10) Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares either to:

- (i) deliver to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of such Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of such Participant) shall have then paid for and as are specified in such Exercise Notice; or
 - (ii) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of such Participant) shall have then paid for and as are specified in such Exercise Notice to be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.
- (c) The Board may, in its discretion and at any time, determine to grant a Participant the alternative, when entitled to exercise an Option, to elect to deal with such Option on a "cashless exercise" basis, on such terms as the Board may determine in its sole discretion (the "**Cashless Surrender Right**"). Without limitation, the Board may determine in its discretion to grant a Participant the Cashless Surrender Right whereby the Participant may elect by notice in writing to the Corporation to surrender such Option in whole or in part and receive, without payment of any cash (other than any amounts the Corporation may require the Participant to pay pursuant to Section 9.2) that number of Shares, disregarding fractions, which when multiplied by the Market Value on the day immediately prior to the exercise of the Cashless Surrender Right, have a total value equal to the product of that number of Shares subject to the Option multiplied by the difference between the Market Value on the day immediately prior to the exercise of the Cashless Surrender Right and the Option Price.
- (d) If a Participant surrenders Options through a Cashless Surrender Right pursuant to Section 3.6(c), to the extent that such Participant would be entitled to a deduction under paragraph 110(1)(d) of the Tax Act in respect of such surrender if the election described in subsection 110(1.1) of the Tax Act were made and filed (and the other procedures described therein were undertaken) on a timely basis after such surrender, the Corporation will cause such election to be so made and filed (and such other procedures to be so undertaken).

3.7 Option Agreements.

An Option shall be evidenced by an Option Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine. The Option Agreement shall contain such terms and conditions that may be considered necessary in order for the Option to comply with any provisions respecting options contained in any applicable income tax laws (including the Tax Act) or any other laws in force in any country or jurisdiction of which the Participant may be a resident or citizen at the time of grant or the rules of any regulatory body having jurisdiction over the Corporation or any Subsidiary employing the Participant.

Article 4 PERFORMANCE SHARE UNITS

4.1 Nature of PSUs.

A PSU is an Award that, upon vesting, entitles the Participant to receive, at the discretion of the Board and subject to the terms of this Plan and the PSU Agreement: (i) a Share (issued from treasury), (ii) the Cash Equivalent, or (iii) a combination thereof, as the case may be, and whose grant or vesting is in whole or in

part conditional on the attainment of specific Performance Criteria, all pursuant to and subject to such conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of Performance Criteria or other pre-established vesting conditions and objectives.

4.2 PSU Awards.

- (a) Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, at any time and from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive PSUs under the Plan, (ii) fix the number of PSUs, if any, to be granted to each Eligible Participant and the date or dates on which such PSUs shall be granted, (iii) determine the relevant conditions and vesting provisions (including the applicable Performance Period and Performance Criteria) and the Restriction Period of such PSUs, the whole subject to the terms and condition prescribed in this Plan and in the applicable PSU Agreement.
- (b) In making such determination, the Board shall consider the timing of crediting PSUs to a Participant's Account (including any adjustments to a Participant's Account made pursuant to Section 4.2(d) below), the vesting requirements and settlement timing applicable to such PSUs to ensure that the crediting of the PSUs to the Participant's Account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the Tax Act and any applicable provincial legislation.
- (c) Subject to the vesting and other conditions and provisions herein set forth and in the applicable PSU Agreement (including the applicable Performance Period and Performance Criteria), each PSU awarded to a Participant shall entitle the Participant to receive, at the discretion of the Board and subject to the terms of this Plan and the PSU Agreement, (i) a Share (issued from treasury), (ii) the Cash Equivalent or (iii) a combination thereof, as the case may be, upon determination by the Board on the Share Unit Vesting Determination Date that the vesting conditions (including the Performance Criteria) have been met and no later than the last day of the applicable Restriction Period.
- (d) At the discretion of the Board, a Participant's Account may be adjusted on each Dividend Payment Date by multiplying the number of PSUs in such Participant's Account by the Adjustment Ratio applicable to such PSUs. Any adjustments to the PSUs in a Participant's Account pursuant to this Section 4.2(d) shall be subject to the same applicable Share Unit Vesting Determination Date, Performance Criteria and vesting and settlement conditions as the related PSUs in respect of which such adjustments are made.

4.3 Vesting of PSUs.

- (a) Subject to the terms of this Plan and the applicable PSU Agreement, after the applicable Performance Period has ended and after the Board has determined that the Performance Criteria relating to PSUs credited to a Participant's Account with respect to a Performance Period have been achieved on the applicable Share Unit Vesting Determination Date, such PSUs shall vest and be paid in accordance with Section 4.4. Unless otherwise determined by the Board, all PSUs credited to a Participant's Account with respect to a Performance Period, in respect of which the Performance Criteria have not been achieved, shall automatically be forfeited and be cancelled as of the last day of the Performance Period.
- (b) The Board will establish Performance Criteria prior to the Share Unit Vesting Determination Date to which such Performance Criteria pertain. The Performance Criteria may be based upon the achievement of corporate, divisional or individual goals, and may be applied relative to performance relative to an index or comparator group, or on any other basis determined by the Board. For greater certainty, the Performance Criteria may include a threshold level of performance below which no payment will be made (or no vesting will

occur), levels of performance at which specified payments will be made (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur). The performance multiplier shall not exceed 2 times.

4.4 Settlement of PSUs.

- (a) Except as otherwise provided in a PSU Agreement or any other provision of this Plan or the following sentence of this Section 4.4(a), all vested PSUs shall be settled as soon as practicable following the applicable Share Unit Vesting Determination Date on a date determined by the Board but in all cases prior to the last day of the Restriction Period (the "**PSU Settlement Date**").
- (b) The Board, in its sole discretion, may settle vested PSUs on the PSU Settlement Date by providing a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) with:
 - (i) in the case of settlement of PSUs for their Cash Equivalent, delivery of a cheque or any other form of payment deemed acceptable by the Board to the Participant representing the Cash Equivalent;
 - (ii) in the case of settlement of PSUs for Shares, delivery of Shares issued from treasury; or
 - (iii) in the case of settlement of the PSUs for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above, together equivalent in value to the vested PSUs.

4.5 Determination of Amounts.

- (a) For purposes of determining the Cash Equivalent of PSUs to be made pursuant to Section 4.4, such calculation will be made on the PSU Settlement Date based on the Market Value on the PSU Settlement Date multiplied by the number of vested PSUs in the Participant's Account to settle in cash.
- (b) For the purposes of determining the number of Shares to be issued or delivered to a Participant upon settlement of PSUs pursuant to Section 4.4, such calculation will be made on the PSU Settlement Date based on the whole number of Shares equal to the whole number of vested PSUs then recorded in the Participant's Account to settle in Shares.

4.6 PSU Agreements

PSUs shall be evidenced by a PSU Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine. The PSU Agreement shall contain such terms that may be considered necessary in order that the PSU will comply with any provisions respecting performance share units in any applicable income tax or other laws in force in any country or jurisdiction of which the Participant may be a resident (for tax purposes) or a citizen at the time of grant or the rules of any regulatory body having jurisdiction over the Corporation or any Subsidiary employing the Participant.

Article 5 RESTRICTED SHARE UNITS

5.1 Nature of RSUs.

An RSU is an Award that, upon vesting, entitles the Participant to receive, at the discretion of the Board and subject to the terms of this Plan and the RSU Agreement, (i) a Share (issued from treasury), (ii) the Cash Equivalent or (iii) a combination thereof, as the case may be, all pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant.

5.2 RSU Awards.

- (a) Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, at any time and from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs under the Plan, (ii) fix the number of RSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs shall be granted, (iii) determine the relevant conditions and vesting period or periods and the Restriction Period of such RSUs, the whole subject to the terms and conditions prescribed in this Plan and in the applicable RSU Agreement.
- (b) In making such determination, the Board shall consider the timing of crediting RSUs to a Participant's Account (including any adjustments to a Participant's Account made pursuant to Section 4.2(d) below), the vesting requirements and settlement timing applicable to such RSUs to ensure that the crediting of the RSUs to the Participant's Account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the Tax Act and any applicable provincial legislation.
- (c) Subject to the vesting and other conditions and provisions herein set forth and in the applicable RSU Agreement, each RSU awarded to a Participant shall entitle the Participant to receive, at the discretion of the Board and subject to the terms of this Plan and the RSU Agreement, (i) a Share (issued from treasury), (ii) the Cash Equivalent or (iii) a combination thereof, as the case may be, upon determination by the Board on the Share Unit Vesting Determination Date that the vesting conditions have been met and no later than the last day of the applicable Restriction Period.
- (d) At the discretion of the Board, a Participant's Account may be adjusted on each Dividend Payment Date by multiplying the number of RSUs in such Participant's Account by the Adjustment Ratio applicable to such RSUs. Any adjustments to the RSUs in a Participant's Account pursuant to this Section 5.2(d) shall be subject to the same applicable Share Unit Vesting Determination Date and vesting and settlement conditions as the related RSUs in respect of which such adjustments are made.

5.3 Vesting of RSUs.

Subject to the terms of this Plan and the applicable RSU Agreement, after the applicable vesting period has ended and the Board has determined that the vesting criteria relating to RSUs credited to a Participant's Account have been achieved on the Share Unit Vesting Determination Date, such RSUs shall vest and be paid in accordance with Section 5.4. Unless otherwise determined by the Board, all RSUs credited to a Participant's Account in respect of which the vesting criteria have not been achieved, shall automatically be forfeited and be cancelled as of the last day of the applicable vesting period.

5.4 Settlement of RSUs.

- (a) Except as otherwise provided in an RSU Agreement or any other provision of this Plan or the following sentence of this Section 5.4(a), all vested RSUs shall be settled as soon as

practicable following the applicable Share Unit Vesting Determination Date but in all cases prior to the last day of the Restriction Period (the "**RSU Settlement Date**").

- (b) The Board, in its sole discretion, may settle vested RSUs on the RSU Settlement Date by providing a Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) with:
 - (i) in the case of settlement of RSUs for their Cash Equivalent, delivery of a cheque or any other form of payment deemed acceptable by the Board to the Participant representing the Cash Equivalent;
 - (ii) in the case of settlement of RSUs for Shares, delivery of Shares issued from treasury; or
 - (iii) in the case of settlement of the RSUs for a combination of Shares and the Cash Equivalent, a combination of (i) and (ii) above, together equivalent in value to the vested RSUs.

5.5 Determination of Amounts.

- (a) For purposes of determining the Cash Equivalent of RSUs to be made pursuant to Section 5.4, such calculation will be made on the RSU Settlement Date based on the Market Value on the RSU Settlement Date multiplied by the number of vested RSUs in the Participant's Account to settle in cash.
- (b) For the purposes of determining the number of Shares to be issued or delivered to a Participant upon settlement of RSUs pursuant to Section 5.4, such calculation will be made on the RSU Settlement Date based on the whole number of Shares equal to the whole number of vested RSUs then recorded in the Participant's Account to settle in Shares.

5.6 RSU Agreements.

RSUs shall be evidenced by an RSU Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine. The RSU Agreement shall contain such terms that may be considered necessary in order that the RSU will comply with any provisions respecting restricted share units in any applicable income tax or other laws in force in any country or jurisdiction of which the Participant may be a resident or citizen at the time of grant or the rules of any regulatory body having jurisdiction over the Corporation or any Subsidiary employing the Participant.

Article 6 GENERAL CONDITIONS

6.1 General Conditions applicable to Awards.

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

- (a) **Vesting Period.** Each Award granted hereunder shall vest in accordance with the terms of the Plan and the applicable Grant Agreement entered into in respect of such Award. The Board has the right, in its sole discretion, to accelerate the date upon which any Award vests notwithstanding the vesting schedule set forth for such Award.
- (b) **Employment.** Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee by the Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant

shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Corporation or any of its Subsidiaries in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.

- (c) **Grant of Awards.** Eligibility to participate in this Plan does not confer upon any Eligible Participant any right to be granted Awards pursuant to this Plan. The grant of an Award to an Eligible Participant does not confer upon that Eligible Participant any right to receive any additional Awards at any time. The extent to which any Eligible Participant will be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship or employment with the Corporation or any Subsidiary.
- (d) **Choice of Settlement: Corporation to Determine.** With respect to Awards other than Options, the Participant may, in the Participant's discretion, by giving a written notice specifying the proportion of the Award to be paid in cash (a "**Cash Notice**") to the Corporation prior to any vesting date of the Award, choose to receive, in lieu of newly-issued Shares delivered pursuant to the terms of the Award, a lump sum cash payment from the Corporation (by cheque or direct deposit) equal to the proportion of the Award to be paid in cash as specified in the Cash Notice multiplied by the number of Shares to be issued pursuant to the Award on the vesting date (after giving effect to the Performance Goals for any PSU Award) multiplied by the Fair Market Value of a Share on the vesting date. The Shares subject to the surrendered Award (or portion thereof) shall be added back to the number of Shares reserved for issuance under this Plan. Notwithstanding the delivery of a Cash Notice pursuant to this Section 6.1(d), the Corporation may choose instead to issue Shares, or a combination of Shares and cash, to the Participant instead of making a lump sum cash payment to the Participant. If the Corporation should choose to do so, the Cash Notice shall be deemed to be withdrawn.
- (e) **Rights as a Shareholder.** Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares underlying or that are payable under such Participant's Awards by reason of the grant or vesting of such Awards until such Awards have been duly exercised, as applicable, and settled and Shares have been issued.
- (f) **Conformity to Plan.** In the event that an Award is granted or a Grant Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan. In the event of conflicting provisions contained within any applicable Grant Agreement, the Board shall have sole discretion to determine the prevailing provision and interpretation thereof.
- (g) **Transferrable Awards.** Except as specifically provided in a Grant Agreement approved by the Board and if permitted by the applicable rules of Stock Exchanges, each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of the deceased Participant. No Award granted hereunder shall be pledged, hypothecated, charged, transferred, monetized, securitized, assigned or otherwise encumbered or disposed of on pain of nullity.

- (h) **Participant's Entitlement.** Except as otherwise provided in this Plan or unless the Board permits otherwise, if any, upon any Subsidiary ceasing to be a subsidiary of the Corporation, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or consultant of such Subsidiary and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change.
- (i) **No Other Employee Benefits.** The amount or value deemed to be or received by a Participant as a result of the exercise or settlement of an Award or as a result of the sale of a Share received or purchased upon the exercise or settlement of an Award will not constitute compensation with respect to which any other employee benefits of that Participant are determined including benefits under any bonus, pension, profit-sharing, insurance and salary continuation plan, except as otherwise specifically determined by the Board and/or required by Applicable Employment Standards Legislation, nor will it be a basis to calculate any amount of payment in lieu of common law reasonable notice or contractual severance owed to the Participant after the Participant's Termination Date, except as may be required by Applicable Employment Standards Legislation. The Participant expressly waives any entitlement to damages in lieu thereof.

In the event that the employment of the Participant is terminated by the Corporation either with Cause, or without Cause, whether lawfully or unlawfully, and with or without reasonable notice, the Participant shall have no rights to any particular grants which have been made to him or her other than as set forth in the Plan, the applicable Grant Agreement, in any other separate written agreement entered into between the Corporation and the Participant, or as required by Applicable Employment Standards Legislation, and the Participant will not be entitled to recover damages nor to be paid any benefits or to recover any compensation which the Participant would or may otherwise have been entitled to under the Plan if the Participant had continued to hold their position with the Corporation throughout any notice period over and above the applicable statutory notice period under Applicable Employment Standards Legislation. This Plan document and the Grant Agreement represent the entire agreement between the Participant and the Corporation with respect to any and all matters described in it. Neither the Participant nor the Corporation relies upon or regards as material, any representations or any writing that has not been incorporated into the Plan or the Grant Agreement or made part of the Plan or Grant Agreement.

6.2 General Conditions applicable on Termination.

Unless otherwise determined by the Board, each Award shall be subject to the following conditions, as applicable:

- (a) **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for Cause, any Awards granted to such Participant, that are vested or unvested on the Termination Date, shall terminate automatically and become void immediately on the Termination Date. No amounts or damages will be paid in lieu of or in respect of the same. If a Participant's employment terminates by reason of termination for Cause, any Awards granted to such Participant that have already vested at the time of such termination for Cause will be settled in accordance with the terms of the Plan. For the purposes of the Plan, the determination by the Corporation that the Participant was discharged for Cause shall be binding on the Participant. "**Cause**" shall mean the standard, as defined under Applicable Employment Standards Legislation, to be met in order to justify the termination of a Participant's employment for cause and without notice, whether such standard is entitled "cause", "willful misconduct", or otherwise; provided, however, that if the Applicable Employment Standards Legislation does not set out such a standard, "cause" shall have the meaning ascribed thereto in the Participant's Employment Agreement or Grant Agreement, if no such definition is included therein it shall mean just cause at common law.

- (b) **Resignation or Retirement.** Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation or retirement from the Corporation or a Subsidiary, as applicable, (i) the Board may, in its sole discretion, determine that a portion of the PSUs and/or RSUs granted to such Participant under the Plan that have not yet vested will immediately vest and be settled (based on the vesting terms, including, if applicable, achievement of Performance Criteria, up to the Termination Date, as determined in the final and sole discretion of the Board). The portion of the PSUs and/or RSUs granted to such Participant under the Plan that have not yet vested and that are determined by the Board, in its sole discretion, not to immediately vest upon such Participant's resignation or retirement, shall terminate automatically and become void immediately on the Termination Date. No amounts or damages will be paid in lieu of or in respect of the same, (ii) all unvested Options will be forfeited on the Termination Date and no amounts or damages will be paid in lieu of or in respect of the same, (iii) vested Options as of the Termination Date will remain exercisable until ninety (90) after the Termination Date or the expiry date of the Options, after which time all Options will expire. For greater certainty, if, following a Participant's resignation or retirement from the Corporation or a Subsidiary, the end of the ninety (90) day period during which Options may be exercised should fall within a Black-Out Period, subject to Section 3.4(b), the provisions of Section 3.4(b) shall otherwise apply to extend the end of such period to the tenth (10th) Business Day following the end of such Black-Out Period, and (iv) any outstanding PSUs and/or RSUs that have already vested as of the date of such Participant's resignation or retirement will be settled in accordance with the terms of the Plan.
- (c) **Death or Disability.** Upon a Participant's termination of employment as a result of death or Disability, (i) all rights, title and interest in Options granted to such Participant under the Plan, which are unvested on the Termination Date, will continue to vest in accordance with the terms of this Plan and the Participant's Grant Agreement for a period of up to two years, subject to the underlying Options' expiry date, (ii) vested Options (including such Options that vest during the two year period following the Termination Date) will remain exercisable until the earlier of (A) two years after the Termination Date and (B) the expiry date of the Options, after which time all Options will automatically expire, (iii) a portion of PSUs and/or RSUs granted to the Participant under the Plan that have not yet vested will immediately vest on the Termination Date and be settled based on the vesting terms, including, if applicable, achievement of Performance Criteria, up to the Termination Date, as determined in the final and sole discretion of the Board. The portion of the PSUs and/or RSUs granted to such Participant under the Plan that have not yet vested and that are determined by the Board, in its sole discretion, not to vest upon death or Disability, shall terminate automatically and become void immediately on the Termination Date. No amounts or damages will be paid in lieu of or in respect of the same. Upon the death or incapacity of a Participant, the Participant's rights if any shall only be exercisable by the administrator, executor or liquidator of the Participant's estate, as the case may be, and (iv) any outstanding PSUs and/or RSUs that have already vested as of the date of such Participant's death or Disability will be settled in accordance with the terms of the Plan.
- (d) **Termination without Cause.** Upon termination of a Participant's employment without Cause, regardless of whether notice of termination is given or not given and regardless of whether the termination of the Participant's employment is lawful or unlawful, (i) the Board may, in its sole discretion, determine that a portion of the PSUs and/or RSUs granted to such Participant under the Plan that will not vest by the Termination Date will immediately vest and be settled (based on the vesting terms, including, if applicable, achievement of Performance Criteria, up to the Termination Date, as determined in the final and sole discretion of the Board). The portion of the PSUs and/or RSUs granted to such Participant under the Plan that will not vest by the Termination Date and that are determined by the Board, in its sole discretion, not to vest upon Termination without Cause (including during the applicable statutory notice period), shall terminate automatically and become void immediately on the Termination Date. No amounts or damages will be paid in lieu of or in

respect of the same, (ii) all unvested Options will be forfeited on the Termination Date, (iii) vested Options will remain exercisable until thirty (30) days after the Termination Date or the expiry date of the Options, after which time all Options will expire. For greater certainty, if, following termination of a Participant's employment without Cause, the end of the thirty (30) day period during which Options may be exercised should fall within a Black-Out Period, subject to Section 3.7(c), the provisions of Section 3.4(b) shall otherwise apply to extend the end of such period to the tenth (10th) Business Day following the end of such Black-Out Period, and (iv) any outstanding PSUs and/or RSUs already vested as of the date of such Participant's termination without Cause (including during the applicable statutory notice period) will be settled in accordance with the terms of the Plan.

- (e) **Rights of Participant.** The rights of a Participant pursuant to the above paragraphs are the only rights to which the Participant (or his or her estate) is entitled on a termination of employment with respect to such Participant's Options, PSUs and RSUs. Regardless of whether, on the Termination Date, the Participant is entitled to a common law reasonable notice period of termination of employment or compensation in lieu thereof, or is entitled to a specific contractual notice period of termination of employment or compensation in lieu thereof, the Participant is not entitled to claim any other rights to any unvested Options, PSUs or RSUs that would normally accrue, vest, or otherwise become exercisable during such notice period or compensation in lieu thereof, whether by way of general or specific damages and whether in contract, tort or otherwise. The Participant expressly waives any entitlement to damages in lieu of any unvested Options, PSUs or RSUs that would normally accrue, vest, or otherwise become exercisable during the contractual notice period or during any common law notice period to which the Participant may be entitled.
- (f) **Unvested Awards.** Other than as provided herein, if any portion of an Award has not vested by the Termination Date, that portion of such Award may not, under any circumstances, be exercised by the Participant and the Participant will have no entitlement to same. This provision will apply regardless of whether the Participant was entitled to a period of notice of termination, whether pursuant to contract or common law, which would otherwise have permitted a greater portion of a grant to vest in the Participant.

Article 7 COMPLIANCE WITH FOREIGN TAX LAWS

The Corporation may, without amending the Plan, modify the terms of Awards granted to Participants who provide services to the Corporation from outside of Canada in order to comply with the applicable laws of such foreign jurisdictions. Any such modification to the Plan with respect to a particular Participant shall be reflected in the Grant Agreement for such Participant.

Article 8 ADJUSTMENTS AND AMENDMENTS

8.1 Adjustment to Shares Subject to Outstanding Awards.

At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation, (v) any distribution to all holders of Shares or other securities in the capital of the Corporation, of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity interests in a subsidiary or business unit of the Corporation or one of its subsidiaries or cash proceeds of the disposition of such a subsidiary or business unit) or (vi) any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of the Stock Exchange, determine the appropriate adjustments or substitutions, if any, to be made in such circumstances in order

to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including:

- (a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;
- (b) adjustments to the number of Shares to which the Participant is entitled upon exercise or settlement of such Award;
- (c) adjustments permitting the immediate exercise of any outstanding Awards that are not otherwise exercisable; or
- (d) adjustments to the number or kind of securities reserved for issuance pursuant to the Plan.

8.2 Change of Control.

Notwithstanding anything else to the contrary herein, in the event of a potential Change of Control, the Board shall have the power, in its sole discretion, to modify the terms of this Plan and/or Awards including, but not limited to, cause (i) the conversion or exchange of any outstanding Awards into or for, rights or other securities of substantially equivalent value, as determined by the Board in its discretion, in any entity participating in or resulting from a Change of Control; (ii) outstanding Awards to vest and become exercisable, realizable, or payable, in whole or in part prior to or upon consummation of such Change of Control, and, to the extent the Board determines, terminate upon or immediately prior to the effectiveness of such Change of Control; (iii) the termination of an Award in exchange for an amount of cash and/or property, if any, equal in value to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of such Change of Control (and, for the avoidance of doubt, if as of the date of the occurrence of such Change of Control the Board determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Corporation without payment); (iv) the replacement of such Award with other rights or property selected by the Board in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this Section 8.2, the Board will not be required to treat all Awards similarly.

8.3 Amendment or Discontinuance of the Plan.

- (a) Subject to the required approval of the Stock Exchange, the Board may suspend or terminate the Plan at any time, or from time to time amend or revise the terms of the Plan or any granted Awards without the consent of the Participants, provided that such suspension, termination, amendment or revision shall:
 - (i) not adversely alter or impair the rights or tax treatment of any Participant, without the consent of such Participant except as permitted by the provisions of the Plan;
 - (ii) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Corporation, a Stock Exchange or any other regulatory body having authority over the Corporation; and
 - (iii) be subject to shareholder approval, where required by law or the requirements of a Stock Exchange, provided that the Board (upon approval of such members of the Board that would not receive, or would not be eligible to receive, a material benefit resulting from the amendment) may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation make the following amendments to this Plan:

- (A) any amendment to the vesting provision, if applicable, or assignability provisions of the Awards;
 - (B) any amendment to the expiration date of an Award that does not extend the terms of the Award past the original date of expiration of such Award;
 - (C) any amendment regarding the effect of termination of a Participant's employment or engagement;
 - (D) any amendment to the terms and conditions of grants of PSUs or RSUs, including the Performance Criteria, as applicable, quantity, type of Award, grant date, vesting periods, settlement date and other terms and conditions with respect to the Awards;
 - (E) any amendment which accelerates the date on which any Award may be exercised or payable, as applicable, under the Plan;
 - (F) any amendment to the definition of an Eligible Participant under the Plan;
 - (G) any amendment necessary to comply with applicable law or the requirements of a Stock Exchange or any other regulatory body;
 - (H) any amendment of a "housekeeping" nature, including to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan;
 - (I) any amendment regarding the administration of the Plan;
 - (J) any amendment to add a provision permitting the grant of Awards settled otherwise than with Shares issued from treasury;
 - (K) any amendment to add a cashless surrender feature or net exercise procedure;
 - (L) any amendment to add a form of financial assistance; and
 - (M) any other amendment that does not require the approval of the holders of Shares under Section 8.3(b).
- (b) Notwithstanding Section 8.3(a), the Board shall be required to obtain shareholder approval, (excluding approval of shareholders that would receive, or would be eligible to receive, a material benefit from the amendment) to make the following amendments:
- (i) any increase to the maximum number of Shares issuable pursuant to the Plan; where, following the increase, the total number of securities issuable under all Share Based Compensation Arrangements of the Corporation is equal to or greater than ten (10%) percent of the securities of the Corporation (calculated on a non-diluted basis) outstanding as of the date this Plan was last approved by security holders;
 - (ii) a re-pricing of an Award benefiting an Insider of the Corporation;
 - (iii) any amendments to remove or to exceed the Insider participation limit;

- (iv) an extension of the term of an Award benefiting an Insider of the Corporation;
- (v) an extension of the term of an Award, where the exercise price is lower than the prevailing market price;
- (vi) any amendment to remove or to exceed the limits set out in this Plan on Awards available to insiders of the Corporation; and
- (vii) any amendment to the amendment provisions of the Plan;

provided that Shares held directly or indirectly by Insiders benefiting from the amendments shall be excluded when obtaining such shareholder approval.

Article 9 MISCELLANEOUS

9.1 Use of an Administrative Agent.

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

9.2 Tax Withholding and Deduction.

- (a) Notwithstanding any other provision of this Plan, all distributions, delivery of Shares (other than Shares issued upon exercise of an Option) or payments (including any Cash Equivalent payments) to a Participant under the Plan shall be made net of applicable source deductions and any other taxes required to be withheld by any applicable law, treaty, regulation, or order, including pursuant to the Tax Act ("**Applicable Withholding Taxes**"). The exercise of an Option granted under the Plan shall not be effective and the Corporation shall not be required to issue Shares in respect of an Option unless adequate provision has been made to satisfy all liabilities arising in respect of the exercise of the Option relating to Applicable Withholding Taxes. In order to satisfy such withholding liabilities, the Corporation may require that a Participant pay to the Corporation, in addition to and in the same manner as the Option Price for the Shares, such amount as the Corporation is obliged to remit to the relevant taxing authority in respect of the exercise of the Option. The Corporation may accept other methods to satisfy the Applicable Withholding Taxes, in the discretion of the Board.
- (b) The Applicable Withholding Taxes in respect of the exercise of an Option may also be satisfied by (a) having the Participant elect to have the appropriate number of such Shares sold by the Corporation, the Corporation's transfer agent and registrar appointed by the Corporation pursuant to Section Article 9 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being used by the Corporation to satisfy the Applicable Withholding Taxes, or (b) any other mechanism as may be required or appropriate to conform with all applicable laws. For any distributions, delivery of Shares or payments (including any Cash Equivalent payments) to a Participant under the Plan in respect of the settlement of PSUs or RSUs (or if a Participant surrenders Options through a Cashless Surrender Right), the Corporation shall have the power and right to deduct or withhold the required amount to satisfy, in whole or in part, the Applicable Withholding Taxes.
- (c) Participants will be responsible for (and will indemnify and Corporation and any Affiliate in respect of) all taxes, social security contributions and other liabilities arising out of or in

connection with any Award (including the granting, vesting, or settlement thereof) or the acquisition, holding or disposal of Shares. If the Corporation or any Affiliate has any liability to pay or account for any such tax or contribution, it may meet the liability, subject to Applicable Employment Standards Legislation, by:

- (i) selling Shares to which the Participant becomes entitled on his or her behalf and using the proceeds to meet the liability;
- (ii) deducting the amount of the liability from any cash payment due under this Plan;
- (iii) reducing the number of Shares to which the Participant would otherwise be entitled; and/or
- (iv) deducting the amount from any payment of salary, bonus or other payments due to the Participant.

9.3 Clawback.

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Corporation pursuant to any such law, government regulation or stock exchange listing requirement). Without limiting the generality of the foregoing, and subject to Applicable Employment Standards Legislation, the Board may provide in any case that outstanding Awards (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards will be subject to forfeiture and disgorgement to the Corporation, with interest and other related earnings, if the Participant to whom the Award was granted violates (i) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which he or she is bound, or (ii) any policy adopted by the Corporation applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Plan. In addition, subject to Applicable Employment Standards Legislation, the Board may require forfeiture and disgorgement to the Corporation of outstanding Awards and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards, with interest and other related earnings, to the extent required by law or applicable stock exchange listing standards and any related policy adopted by the Corporation. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees to cooperate fully with the Board, and to cause any and all permitted transferees of the Participant to cooperate fully with the Board, to effectuate any forfeiture or disgorgement required hereunder. Neither the Board nor the Corporation nor any other Person, other than the Participant and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or his or her permitted transferees, if any, that may arise in connection with this Section 9.2(a).

9.4 Securities Law Compliance.

- (a) The Plan (including any amendments to it), the terms of the grant of any Award under the Plan, the grant of any Award and the exercise of any Options, and the Corporation's obligation to sell and deliver Shares in respect of any Awards, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of a Stock Exchange and to such approvals by any regulatory or governmental agency as may, as determined by the Corporation, be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Award hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.
- (b) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of the Plan or of the

Shares under the securities laws of any foreign jurisdiction (other than Canada) or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.

- (c) The Corporation shall have no obligation to issue any Shares pursuant to this Plan unless upon official notice of issuance, such Shares shall have been duly listed with a Stock Exchange. The Corporation cannot guarantee that the Shares will be listed or quoted on a Stock Exchange. Shares issued, sold or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.
- (d) If Shares cannot be issued or delivered to a Participant upon the exercise or settlement of an Award due to legal or regulatory restrictions, the obligation of the Corporation to issue or deliver such Shares shall terminate. Any funds paid to the Corporation in connection with the exercise or settlement of such Award will be returned to the applicable Participant as soon as practicable.

9.5 Reorganization of the Corporation.

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

9.6 Governing Laws.

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto and without recourse to conflict of laws rules. The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta in respect of any action or proceeding relating in any way to the Plan, including, without limitation, with respect to the grant of Awards and any issuance of Shares made in accordance with the Plan.

9.7 Severability.

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

9.8 Currency.

Unless otherwise specifically determined by the Board, all Awards and payments pursuant to such grants shall be determined in Canadian currency. The Board shall determine, in its discretion, whether and to the extent any payments made pursuant to an Award shall be made in local currency, as opposed to Canadian dollars. In the event payments are made in local currency, the Board may determine, in its discretion and without liability to any Participant, the method and rate of converting the payment into local currency.

9.9 Effective Date of the Plan.

The Plan is effective as of [] (the "**Effective Date**").

Approved by the Board of Directors on May 11, 2023

Schedule "A"
ELECTION TO EXERCISE OPTIONS

TO: Touchstone Exploration Inc. (the "**Corporation**")

The undersigned option holder hereby irrevocably elects to exercise options ("**Options**") granted by the Corporation to the undersigned pursuant to the Corporation's Omnibus Incentive Compensation Plan (the "**Plan**") for the number of common shares in the capital of the Corporation (the "**Common Shares**") as set forth below.

Capitalized terms not defined here have the meanings specified in the Plan.

Number of Common Shares to be Acquired:

Option Price (per Common Share): \$[●]

Aggregate Option Price: \$[●]

Amount enclosed that is payable on account of withholding of tax or other required deductions relating to the exercise of the Options (contact the Corporation for details of such amount) (the "**Applicable Withholdings and Deductions**"):

\$[●]

- [To be included where such Cashless Surrender Right is given at Grant]** Check here if the undersigned intends to rely on their Cashless Surrender Right Pursuant to Section 3.6 of the Plan;
- Or check here if alternative arrangements have been made with the Corporation with respect to the payment of Applicable Withholdings and Deductions;

and hereby tender cash, a certified cheque or bank draft for such aggregate Option Price, and, if applicable, Applicable Withholdings and Deductions, and directs such Common Shares to be registered in the name of _____.

DATED this ____ day of _____, 202__.

Name:

Schedule "B"
FORM OF OPTION AGREEMENT

TO: _____ (the "**Participant**")

DATE: _____

Reference is made to the Omnibus Incentive Compensation Plan of Plan of Touchstone Exploration Inc. (the "**Corporation**") dated effective [_____] (the "**Plan**").

The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Option Agreement (the "**Option Agreement**") and all capitalized terms used herein without definition have the meanings given to those terms in the Plan. Participation in the Plan is voluntary. In the event of a conflict between the terms of the Plan and the terms of this Option Agreement, unless expressly stated otherwise herein, the terms of the Plan shall prevail.

The Corporation hereby grants to you the following options (the "**Options**") in accordance with and subject to the terms, conditions and restrictions of the Plan.

Grant Date:	
Address of Grantee:	
Number of Options Granted: <i>Note: Subject to adjustment as set forth in the Plan.</i>	
Exercise Price:	
Vesting Dates:	
Expiry Date:	

Please acknowledge receipt of this Option Agreement and your agreement to be bound by its terms (and the terms and conditions set out in the Plan) by signing below. Please make a copy of this Option Agreement for your records and return your original signed Option Agreement to the attention of the Compensation and Governance Committee.

Thank you for your contribution to the Corporation.

TOUCHSTONE EXPLORATION INC.

Per: _____

Acknowledged and accepted this ___ day of _____, 20__.

_____	}	_____
Witness	}	Participant Signature
_____	}	_____
	}	Participant Name (please print)
_____	}	_____
	}	Date

Schedule "C"
FORM OF PSU AGREEMENT

TO: _____ (the "**Participant**")

DATE: _____

Reference is made to the Omnibus Incentive Compensation Plan of Plan of Touchstone Exploration Inc. (the "**Corporation**") dated effective [_____] (the "**Plan**").

The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Performance Share Unit Agreement (the "**PSU Agreement**") and all capitalized terms used herein without definition have the meanings given to those terms in the Plan. Participation in the Plan is voluntary. In the event of a conflict between the terms of the Plan and the terms of this PSU Agreement, unless expressly stated otherwise herein, the terms of the Plan shall prevail.

The Corporation hereby grants to you the following Performance Share Units (the "**PSUs**") in accordance with and subject to the terms, conditions and restrictions of the Plan.

Grant Date:	
Performance Period:	
Address of Grantee:	
Number of PSUs Granted: <i>Note: Subject to adjustment as set forth in the Plan.</i>	
Performance Conditions:	
Vesting Dates:	

Please acknowledge receipt of this PSU Agreement and your agreement to be bound by its terms (and the terms and conditions set out in the Plan) by signing below. Please make a copy of this PSU Agreement for your records and return your original signed PSU Agreement to the attention of the Compensation and Governance Committee.

Thank you for your contribution to the Corporation.

TOUCHSTONE EXPLORATION INC.

Per: _____

Acknowledged and accepted this ___ day of _____, 20__.

_____	}	_____
Witness	}	Participant Signature
_____	}	_____
	}	Participant Name (please print)
_____	}	_____
	}	Date

Schedule "D"
FORM OF RSU AGREEMENT

TO: _____ (the "**Participant**")

DATE: _____

Reference is made to the Omnibus Incentive Compensation Plan of Touchstone Exploration Inc. (the "Corporation") dated effective [_____] (the "**Plan**").

The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Restricted Share Unit Agreement (the "**RSU Agreement**") and all capitalized terms used herein without definition have the meanings given to those terms in the Plan. Participation in the Plan is voluntary. In the event of a conflict between the terms of the Plan and the terms of this RSU Agreement, unless expressly stated otherwise herein, the terms of the Plan shall prevail.

The Corporation hereby grants to you the following Restricted Share Units (the "**RSUs**") in accordance with and subject to the terms, conditions and restrictions of the Plan.

Grant Date:	
Address of Grantee:	
Number of RSUs Granted: <i>Note: Subject to adjustment as set forth in the Plan.</i>	
Vesting Dates:	

Please acknowledge receipt of this RSU Agreement and your agreement to be bound by its terms (and the terms and conditions set out in the Plan) by signing below. Please make a copy of this RSU Agreement for your records and return your original signed RSU Agreement to the attention of the Compensation and Governance Committee.

Thank you for your contribution to the Corporation.

TOUCHSTONE EXPLORATION INC.

Per: _____

Acknowledged and accepted this ___ day of _____, 20__.

_____ Witness	}	_____ Participant Signature _____ Participant Name (please print) _____ Date
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Corporate Information

Directors

John D. Wright
Chair of the Board

Jenny Alfandary
Paul R. Baay
Priya Marajh
Kenneth R. McKinnon
Peter Nicol
Beverley Smith
Stanley T. Smith
Harrie Vredenburg

Corporate Secretary
Thomas E. Valentine

Officers and Senior Executives

Paul R. Baay
President and Chief Executive Officer

Scott Budau
Chief Financial Officer

James Shipka
Chief Operating Officer

Brian Hollingshead
Vice President Engineering and Business Development

Alex Sanchez
Vice President Production and Environment

Cayle Sorge
Vice President Finance

Head Office

Touchstone Exploration Inc.
4100, 350 7th Avenue SW
Calgary, Alberta, Canada
T2P 3N9

Registered Office

3700, 400 3rd Avenue SW
Calgary, Alberta, Canada
T2P 4H2

Operating Offices

Touchstone Exploration (Trinidad) Ltd.
#30 Forest Reserve Road
Fyzabad, Trinidad, W.I.

Primera Oil and Gas Limited
#14 Sydney Street
Rio Claro, Trinidad, W.I.

Stock Exchange Listings

Toronto Stock Exchange
London Stock Exchange AIM
Symbol: TXP

Banker

Republic Bank Limited
Port of Spain, Trinidad, W.I.

Auditor

KPMG LLP
Calgary, Alberta, Canada

Reserves Evaluator

GLJ Ltd.
Calgary, Alberta, Canada

Legal Counsel

Norton Rose Fulbright LLP
Calgary, Alberta, Canada
London, United Kingdom

Transfer Agent and Registrar

Odyssey Trust Company
Calgary, Alberta, Canada

Link Group

Leeds, United Kingdom

UK Nominated Advisor and Joint Broker

Shore Capital
London, United Kingdom

UK Joint Broker

Canaccord Genuity
London, United Kingdom

UK Public Relations

FTI Consulting
London, United Kingdom