

Nominee Director Protocol

This protocol sets out the principles to be followed by the board of Visioneering Technologies, Inc. (**VTI**) in relation to the appointment of any director (**Nominee**) to the board of directors of VTI (**Board**) by a holder of at least 5% of the shares of Class A common stock of VTI (or the equivalent in CHES Depositary Interests) (the **Nominating Investor**).

The objective of this protocol is to transparently outline principles that will assist with the management of risks associated with sharing VTI's confidential information and potential and actual conflicts of interest which may arise due to the appointment of the Nominee to the Board. This protocol also outlines what occurs in situations where the Nominating Investor fails to satisfy the Representation Conditions (if any).

This protocol is intended to operate alongside VTI's constituent documents and applicable policies. If there is any inconsistency between this protocol and VTI's policies, then this document prevails.

1 Compliance with this protocol

- (a) If the Nominating Investor ceases to satisfy the Representation Conditions, or the Nominee, in the opinion of the Chair (acting reasonably), fails to comply with this protocol in any material respect (that is not ceased within 5 business days after receiving written notice from VTI), or fails to comply where such failure is a Serious Breach of this protocol, then the Chair may make any one or more of the following determinations (acting reasonably):
 - (i) the Nominee must retire immediately;
 - (ii) information made available to the directors of VTI, including Board papers, will not be made available to the Nominee; and
 - (iii) without limiting the other obligations under this protocol, the Nominee must not communicate to the Nominating Investor any information concerning the affairs of VTI or information which the Nominee has received in his or her capacity as a director of VTI except:
 - (A) where the Chair has consented to that disclosure under clause 2.2(b) (which information is to be held on the terms of this protocol); and
 - (B) where an exception in paragraphs (i), (ii) or (iii) of the definition of "Confidential Information" is satisfied.
- (b) If the Nominating Investor ceases to satisfy the Representation Conditions and the Chair does not make a determination under clause 1(a) then:
 - (i) the Nominee must continue to comply with this protocol as if the Nominating Investor had not ceased to satisfy the Representation Conditions; and
 - (ii) the Chair may at a later time in his or her absolute discretion make a determination under clause 1(a).

2 Principles for the Nominee

2.1 Limitations on participation by the Nominee

- (a) In the interests of best practice corporate governance, the Nominee must not:
 - (i) request, and must not be given, Confidential Information relating to the following unless the Chair determines otherwise (**Excluded Information**):
 - (A) matters in relation to any agreement, arrangement or transaction between VTI (or any of its Affiliates) and the Nominating Investor (or any of its Affiliates); and
 - (B) matters where there is an actual or potential risk of conflict of interest (or perceived conflict of interest) between the Nominee's duties to the Nominating Investor and their duties to VTI, as determined by the Chair (acting reasonably) from time to time and notified in accordance with clause 1.1(a);
 - (ii) be present during discussion of, or vote on any resolution relating to Excluded Information (each discussion or vote being an **Excluded Deliberation** in respect of the Nominee); and
 - (iii) be appointed to any other position within VTI which would result in the Excluded Information being made available to that Nominee.
- (b) If the Chair determines that information is Excluded Information under clause 2.1(a)(i)(B), the Chair will give prior notification to the Nominee, to the extent possible without disclosing Excluded Information, in general terms of the reasons why the Chair considers it Excluded Information and as much information as possible concerning the content and the nature of the Excluded Information as is possible without disclosing Excluded Information.
- (c) The Nominee may also request to be excluded from deliberations on a particular matter. Such deliberations will be taken to be Excluded Deliberations until the Nominee requests to be included in the deliberations again.
- (d) If the Chair makes a determination under clause 2.1(a)(i)(B), the Chair must (acting reasonably) keep the Nominee informed in general terms of the progress and status of the Excluded Deliberations.

2.2 Provision of information to Nominating Investor by Nominee

- (a) The Nominee must keep all Confidential Information strictly confidential and not disclose or use any such Confidential Information except as permitted by law and this protocol.
- (b) The Nominee must not communicate any Confidential Information to the Nominating Investor except with the consent of the Chair.

3 Interpretation

In this protocol:

- (a) **Affiliates** means, in relation to a person, any other person that directly or indirectly controls, is controlled by, or is under common control with, that person;

- (b) **Confidential Information** means all or any information concerning the business or affairs of the VTI group which is made available to the Nominee in their capacity as a director (or potential director) of VTI, except to the extent of:
- (i) information that is or becomes public knowledge (other than as a result of breach of this protocol);
 - (ii) information that was made available to the Nominee by a person other than a member of the VTI group, provided such person is not known by the Nominee, after having reasonable investigations, to be bound by any obligation of confidence in respect of that information;
 - (iii) information already known to the Nominee or the Nominating Investor other than as a result of a breach by any person of an obligation of confidence;
 - (iv) information which the Nominating Investor (or its parent company) is required to disclose and does disclose under any applicable law or the listing rules of any securities exchange on which the securities of the Nominating Investor (or its parent) are from time to time quoted; or
 - (v) information, the disclosure of which by, or to, the Nominating Investor has been approved by the Chair of VTI;
- (c) **Representation Conditions** means, where applicable, any conditions that VTI and the Nominating Investor agree must be satisfied (and where applicable, remain satisfied) in order for the Nominating Investor to be entitled to appoint a director to the Board;
- (d) **Serious Breach** means the failure of the Nominee to, in the opinion of the Chair (acting reasonably), comply with clause 2.2 (where the failure has a material adverse impact on the VTI group or any employee, officer, agent or contractor of the VTI group);
- (e) **VTI** means Visioneering Technologies, Inc. and its Affiliates from time to time; and
- (f) references to the Board, directors and Chair and investors are references to the Board, directors, Chair and investors of VTI as constituted from time to time.

This Nominee Director Protocol was adopted by resolution of the directors of VTI on 4 November 2020.