

## **COMPENSATION CLAWBACK POLICY FOR EXECUTIVES**

**As of May 12, 2022**

### **1. Objective and Scope**

Shawcor Ltd., dba Mattr Infratech (the “Corporation”) believes that it is in the best interest of the Corporation to establish and reserve the right of the Corporation to require the return of all or a portion of any bonus, incentive-based or equity-based compensation (“Bonus Remuneration”) awarded or granted to an Executive (as defined below) after the date of this Policy, in the event of a Restatement Event (as defined below) caused or substantially contributed to by the Misconduct (as defined below) of the Executive. To achieve this goal, the Board of Directors of the Corporation (the “Board of Directors”) has delegated to the Compensation and Organizational Development Committee of the Board of Directors (the “Compensation Committee”) the responsibility for reviewing, and reporting to the Board of Directors on, any Restatement Event that could lead to the required return of any Bonus Remuneration.

This Policy applies to the Chief Executive Officer, the Chief Financial Officer, any “officer” appointed by the Board, any executive reporting directly to the Chief Executive Officer and the Senior Finance leader for any Market Segment (the “Executives” and any one, an “Executive”).

### **2. Restatement Event**

A “Restatement Event” shall have occurred when the Corporation is required to publicly issue an accounting restatement of all or a portion of the Corporation’s interim or annual financial statements included in the Corporation’s public disclosure documents, due to material non-compliance with any financial reporting requirement under applicable Canadian securities laws (or the applicable securities laws of any other jurisdiction which the Corporation may be subject to) (a “Financial Restatement”).

For greater certainty, a Financial Restatement shall not include a restatement of all or a portion of the Corporation’s interim or annual financial statements included in the Corporation’s public disclosure documents due to, or in compliance with, changes in applicable financial Canadian generally accepted accounting principles.

### **3. Misconduct**

For the purposes of this Policy, “Misconduct” means:

- (i) fraud;
- (ii) wilful breach of the provisions of the Corporation's Code of Conduct of sufficient gravity to justify the application of this Policy;
- (iii) the conviction of the Participant for any crime involving fraud, misrepresentation or breach of trust; or
- (iv) any other circumstances sufficient for a termination of employment with cause.

#### **4. Review of Financial Restatement**

The Compensation Committee will review any Financial Restatement to determine if and to what extent the applicable Executive(s) has received all or part of the Bonus Remuneration as a result of the Corporation's financial results that were subject to or affected by a Financial Restatement and the relationship of the Executive's Misconduct, if any, to such Financial Restatement.

#### **5. Clawback**

Where an Executive's Misconduct causes, caused or substantially contributed to a Financial Restatement, then, upon demand by the Corporation, for bonuses paid, and options and share units granted, during a period of 36 months prior to the Restatement Event, and after the date of this Policy, the Corporation may require any or all of the following:

- (i) that the Executive repay to the Corporation the portion of any annual bonus paid to such Executive within the twelve (12) month period from the end of the financial period that was subject to the Financial Restatement (the "12 Month Period") that was attributable to the difference in financial results between the financial statements for the period that was subject to the Financial Restatement and the Financial Restatement (the "Attributable Portion");
- (ii) that all of the Executive's share units and options that are outstanding on the Financial Restatement date that were granted or awarded during the 12 Month Period shall be cancelled, provided that, if determinable, only the Attributable Portion shall be subject to cancellation; and
- (iii) that the Executive shall repay the after-tax amount of any gain on the exercise of options, or the settlement of share units, that were granted within the 12 Month Period and which were exercised or settled within 36 months from the end of the financial period that was subject to the Financial Restatement, provided that, if determinable, only the gain from the Attributable Portion of the options or share units shall be subject to repayment.

#### **6. Implementation of Policy**

This Policy shall be implemented in the form of contractual provisions in the grant or award documents for the annual bonuses, share units or stock options and/or the relevant bonus, stock option and share unit plans which will constitute the whole agreement between the Executives and the Corporation relating thereto.

#### **7. Compensation Committee Review and Reporting to the Board**

If the Compensation Committee has determined that any Executive has received all or part of the Bonus Remuneration as a result of the Corporation's financial results that were subject to or affected by a Financial Restatement caused or substantially contributed to by the Misconduct of such Executive, the Compensation Committee will review the matter and take such action as it reasonably determines is in the best interest of the Corporation and which it reasonably considers fairly addresses the matter, and report to the Board on such determinations and actions.

Notwithstanding the above, the Compensation Committee shall have the discretion to refrain from seeking recovery of, or cancellation of, any part of the Bonus Remuneration of the Executive attributable to a Restatement Event to the extent it determines that (i) to seek such recovery would be unreasonable, impracticable or impossible, or (ii) it would be in the best interests of the Corporation to

refrain from seeking such recovery. In exercising its discretion under this Section 7, the Compensation Committee shall take into account such considerations as it deems appropriate in the circumstances.

#### **8. Due Process**

Before the Compensation Committee makes a determination to seek recovery pursuant to this Policy, it may, where in its sole and absolute determination the facts and circumstances are such that it is practical and appropriate to do so, provide to the applicable Executive(s) written notice and the opportunity to be heard, at a meeting of the Compensation Committee.

#### **9. Manner of Repayment**

If the Compensation Committee determines that the Corporation shall seek a recovery pursuant to this Policy, it shall make a written demand for repayment from the applicable Executive(s), and, if such individual does not within a reasonable period of time tender payment adequate to satisfy such demand, and the Compensation Committee determines that he or she is unlikely to do so, the Compensation Committee may take all action that it deems appropriate, including any legal action and/or setting off the amount to be returned against other amounts payable by the Corporation to such individual, to effect such payment.

For greater certainty, any recovery under this Policy may be in addition to any other remedies that may be available to the Corporation or the Compensation Committee under the Corporation's policies and applicable law.

#### **10. Review of this Policy**

The Compensation Committee will retain as part of the records of the Compensation Committee records of any investigation, review, report or decision made pursuant to this Policy, reflecting its investigation, review, reporting and resolution, for a period of at least three (3) years.

This Policy will be reviewed periodically by the Compensation Committee. Any amendments to this Policy shall be subject to approval by the Board of Directors.

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This Policy is dated and effective as of May 12, 2022 and should be interpreted in the context of all applicable laws, regulations, and listing requirements, as well as in the context of the Corporation's articles and by-laws, as may be amended from time to time.