

Kinaxis Inc.

**Notice of annual and special meeting
of common shareholders
to be held on June 15, 2017
Management Information Circular**

2017





NOTICE OF 2017 ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

Ottawa, Ontario, May 11, 2017

Notice is hereby given that an annual and special meeting of shareholders (the “**Meeting**”) of Kinaxis Inc. (the “**Company**”) will be held at the Brookstreet Hotel, in Ottawa, Ontario, Canada, on Thursday, June 15, 2017, at 10:00 a.m. (Eastern time) for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the fiscal year ended December 31, 2016 and the auditor’s report thereon;
2. to elect directors;
3. to appoint auditors;
4. to consider and, if deemed appropriate, adopt a resolution (the full text of which is reproduced as Appendix A to the accompanying management information circular (the “**Management Information Circular**”)) ratifying and approving the new Canadian resident stock option plan for the Company, pursuant to which the Company will grant stock options to Canadian residents (as more particularly described in the Management Information Circular);
5. to consider and, if deemed appropriate, adopt a resolution (the full text of which is reproduced as Appendix C to the Management Information Circular) ratifying and approving the new non-Canadian resident stock option plan for the Company, pursuant to which the Company will grant stock options to non-Canadian residents (as more particularly described in the Management Information Circular); and
6. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The Management Information Circular and proxy form (or request for voting instructions) for the Meeting are enclosed with this Notice. For the first time since our IPO, Kinaxis is seeking shareholder approval to continue its stock option program. Key to Kinaxis’ success has been our ability to recruit and retain the exceptional team necessary to develop our product, achieve sales and actively support our long-term customer relations. In consultation with our advisors, and recognizing evolving best practices in compensation design, we have made significant and positive improvements to our program, including moving from a rolling to a fixed program, reducing the pool and reducing the option life by 50% from 10 years to 5 years. Our option program is a critical component of our successful business model and further information about the program can be found in the Management Information Circular. Shareholders of the Company who are unable to attend the Meeting in person are requested to complete, date and sign the enclosed form of proxy (or request for voting instructions) and return it by mail, hand delivery, fax or email to our transfer agent and registrar, CST Trust Company, as follows:

1. By mail to CST Trust Company, Proxy Department, P.O. Box 721, Agincourt, Ontario, M1S 0A1
2. By hand delivery to CST Trust Company, Proxy Department, 320 Bay Street, B1 Level, Toronto, ON, M5H 4A6
3. By fax to 1-866-781-3111 (toll free) or 416-368-2502 (within the 416 area code)
4. By email at proxy@canstockta.com

Alternatively, you may vote through the internet at www.cstvotemyproxy.com, by telephone at 1-888-489-7352 or by scanning the QR code on the form of proxy (or request for voting instructions) with your mobile device.

If you do not expect to be present at the Meeting in person, please complete, date and sign the accompanying proxy form (or request for voting instructions) and return it in the envelope enclosed or by fax or email or otherwise vote by internet or by scanning the QR code, all by following the instructions on the accompanying proxy form (or request for voting instructions). In order to be valid and acted upon at the Meeting, forms of proxy as well as votes by internet, telephone or otherwise must be received by our transfer agent and registrar, CST Trust Company (“**CST**”), by 5:00 p.m. (Eastern time) on June 13, 2017 or, in the case of any adjournment or postponement of the Meeting, at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the adjourned or postponed Meeting.

Non-registered shareholders who receive these materials from their intermediaries should follow the instructions on the voting instruction form provided by their intermediaries with respect to the procedures to be followed for voting at the Meeting.

The Management Information Circular and this Notice of Meeting are available at <http://www.kinaxis.com/en/about/investor-relations/financial-reports/>.

Only persons shown on the register of shareholders and non-objecting beneficial shareholders at the close of business on May 1, 2017, or their proxy holders, will be entitled to attend the Meeting and vote.

If you have any questions relating to the meeting, please contact Kingsdale Advisors by telephone at 1-855-682-8087 toll free in North America or voting instruction form and return it 416-867-2272 outside of North America or by email at contactus@kingsdaleadvisors.com.

BY ORDER OF THE BOARD OF DIRECTORS OF KINAXIS INC.

A handwritten signature in cursive script that reads "Douglas P. Colbeth".

Douglas Colbeth, Chairman of the Board

LETTER TO SHAREHOLDERS REGARDING THE KINAXIS STOCK OPTION PROGRAM

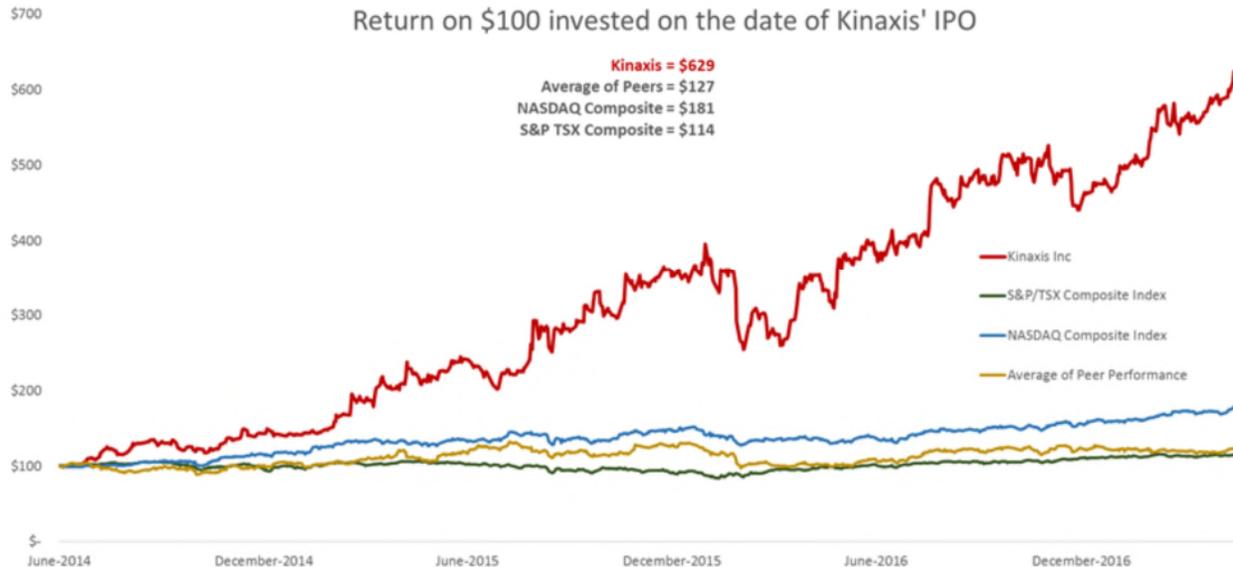
Dear Shareholder:

As Lead Independent Director of Kinaxis' Board of Directors, I write to you to draw your attention to the special business at this year's AGM. For the first time since our IPO, Kinaxis will be seeking shareholder approval to continue its stock option program and ask that you vote FOR this continuation. In recognition of evolving best practices in compensation design and based on the feedback we have received from our investors, we consulted with external advisors who are experts in these matters and have made a number of positive, shareholder-friendly changes to our program. Of particular note, we have moved from a rolling plan to a fixed plan; we have fixed the pool at a level significantly below that which would have applied under our previous annual expansion model; and, we have reduced the option life by 50% from 10 years to 5 years.

Kinaxis is a rapidly growing, profitable technology company successfully competing on the global stage. We enable large, international companies to manage their complex supply chains and in doing so, develop long-term relationships with recurring annuity revenue streams. The key to this success has been our ability to recruit and retain the exceptional team necessary to develop our product, achieve sales and actively support our long-term customer relations. Stock options are a key part of our business model.

Where have we come from?

Kinaxis was founded in 1984, but given our recent IPO in 2014 we are a relatively young public company. Our company's performance is shown in the chart below; comparing Kinaxis' total shareholder return to those of selected peers (since our IPO).



Why Stock Options?

Stock options are common compensation mechanisms found throughout the technology sector. Consistent with sector-wide practices, Kinaxis has always used stock options as a recruitment and retention tool. In granting stock options, we believe Kinaxis provides both short and long term incentives, and appropriately rewards employee performance. However, we are mindful of the potential impact of stock options on our shareholders. As such, we have modified and improved our option program and believe what we are proposing preserves our option program's competitive advantage in meeting our staffing needs whilst minimizing the potential impact on our shareholders.

Our philosophy for using stock options is simple, yet compelling:

- Stock options are a pervasive feature of the technology sector's total compensation landscape; without them Kinaxis would be at a significant competitive disadvantage. Competition for talent is fierce from both start-ups and established companies. Kinaxis provides incentives that are competitive and aligned with long-term shareholder value. As a relatively young public company we need to deploy our cash towards growth initiatives and options help us do that.
- Kinaxis competes directly with US technology firms that both recruit Canadian talent for US positions and set up Canadian-based development centres. Our competitors have far more aggressive option plans, in addition to a currency buying advantage. Having studied our US competitors, we found that Kinaxis is favorably positioned in comparison, especially concerning the use of options. In fact, a 2017 study by Compensia analyzing (primarily) Silicon Valley companies (from 2013-2016) found that the average burn rate for software companies was 6.4% - 6.7% compared to our 3 year average of 3.8%. Even considering the impact of several years of unexercised, pre-IPO option awards, the median dilution (or overhang of outstanding unexercised awards) for Kinaxis was 10%, right in line with the studied companies at 9.8%
- Regarding this overhang, around 35% of our issued options relate to our pre-IPO years with over 76% of these now exercisable. Our average staff tenure of 6.9 years is clear evidence that this option program works: staff are incented to stay, they value and hold onto their options due to our stock's anticipated long-term value. Whilst the cold math may suggest we have a "overhang" problem, we view this as an opportunity to continue to engage and motivate our global team.

So why are we writing to you?

We are writing to you, our shareholders, to ask for your continued support and your vote FOR the approval of our updated and improved stock option program. As this is the first time we have come to you seeking support for this special item of business we felt it important to provide you with the context of this resolution and explain our philosophy. Our business model and the compensation programs that underpin it have been successful. We believe that we need to retain stock options in order to continue to generate shareholder value but we are also mindful of the potential cost of our programs. We believe that the program we have before you for approval strikes the right balance between competitive advantage and potential cost.

The technology sector is highly exposed to cycles, disruptive changes, and, in some cases, inconsistent financial performance. We have built a model designed to consistently and profitably drive strong long term growth. Despite high mobility of talent in the technology sector we have managed to retain and grow our talent base, develop our product and serve our customers and shareholders alike. We believe we can continue to deliver growth and shareholder value by maintaining and building upon this model. As you consider your vote on this year's AGM business we ask you to reflect upon our specific circumstances, our track record and your experience with us as an investment.

Thank you for your consideration.



(signed) John (Ian) Giffen, Lead Independent Director

MANAGEMENT INFORMATION CIRCULAR

This Management Information Circular is provided in relation to the solicitation of proxies by the management of Kinaxis Inc. (“we”, “us”, “our”, “Kinaxis” and the “Company”) for use at the annual and special meeting of shareholders (the “Meeting”) of the Company to be held on Thursday, June 15, 2017 and at any adjournment or postponement thereof. Unless otherwise indicated, the information provided in this Management Information Circular is provided as of May 11, 2017, and all currency amounts are shown in United States dollars.

FORWARD-LOOKING STATEMENTS

This Management Information Circular contains forward-looking statements that relate to our current expectations and views of future events. In some cases, these forward-looking statements can be identified by words or phrases such as “may”, “will”, “expect”, “anticipate”, “aim”, “estimate”, “intend”, “plan”, “seek”, “believe”, “potential”, “continue”, “is/are likely to” or the negative of these terms, or other similar expressions intended to identify forward-looking statements. Forward-looking statements are intended to assist readers in understanding management’s expectations as of the date of this Management Information Circular and may not be suitable for other purposes. We have based these forward-looking statements on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs.

Forward-looking statements are based on certain assumptions and analysis made by us in light of our experience and perception of historical trends, current conditions and expected future developments and other factors we believe are appropriate. Expected future developments include growth in our target market, the grant of awards pursuant to our stock option program, an increase in our subscription revenue and decrease in maintenance & support revenue based on trends in customer behaviour, increasing sales and marketing expenses, research and development expenses and general and administrative expenses based on our business plans and our continued ability to realize on the benefits of tax credits in the near term. Although we believe that the assumptions underlying the forward-looking statements are reasonable, they may prove to be incorrect.

Whether actual results, performance or achievements will conform to our expectations and predictions is subject to a number of known and unknown risks and uncertainties, including those set forth below under the headings “Risk Factors” in our Annual Information Form dated March 27, 2017 and “Risks and Uncertainties” in our Management’s Discussion and Analysis for the three months ended March 31, 2017. These risks and uncertainties could cause our actual results, performance, achievements and experience to differ materially from the future expectations expressed or implied by the forward-looking statements. In light of these risks and uncertainties, readers should not place undue reliance on forward-looking statements.

The forward-looking statements made in this Management Information Circular relate only to events or information as of the date on which the statements are made in this Management Information Circular and are expressly qualified in their entirety by this cautionary statement. Except as required by law, we do not assume any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

PROXY MATTERS AND VOTING INFORMATION

Solicitation of Proxies

The information contained in this Management Information Circular is furnished in connection with the solicitation of proxies to be used at the Meeting. **The solicitation of proxies by this Management Information Circular is being made by or on behalf of the management of the Company.** Proxies will be solicited by mail, in person, by telephone or by electronic communications. The Company has retained Kingsdale Advisors (“Kingsdale”) as our strategic shareholder advisor and proxy solicitation agent, to assist with our communications with shareholders and solicitation of proxies. In connection with these services, Kingsdale will receive from the Company a fee of Cdn\$40,000. The Company may also reimburse brokers and other persons holding Common Shares in their name or

in the name of nominees for their costs incurred in sending proxy materials to their principals in order to obtain their proxies.

References to a “form of proxy” or “proxy form” in this Management Information Circular also include a request for voting instructions or voting instruction form, as applicable.

Appointment and Revocation of Proxyholders

The persons whose appointment to act under the proxy form solicited by the management of the Company are directors or officers of the Company. Every shareholder has the right to appoint some other person or company of their choice (who need not be a shareholder) to attend and act on their behalf at the Meeting, or any adjournment or postponement thereof, and may do so by inserting such other proxyholder’s name in the blank space provided for that purpose in the proxy form. The proxy form is the only voting option for shareholders who wish to appoint a person as proxy other than the nominees named on the proxy form.

A proxy may be revoked at any time by the person giving it to the extent that it has not yet been exercised. A proxy may be revoked by filing a written notice with the Secretary of the Company at any time up to and including the last day preceding the day of the Meeting, or any adjournment or postponement thereof. The powers of the proxyholders may also be revoked if the shareholder attends the Meeting in person and so requests.

The persons whose names are printed on the proxy form will vote all the shares in respect of which they are appointed to act in accordance with the instructions given on the proxy form. **In the absence of a specified choice in relation to any matter to be voted on at the Meeting, or if more than one choice is indicated, the shares represented by the proxy form will be voted FOR the matter in question.**

Every proxy given to any person in the proxy form that accompanies the Notice of Meeting will confer discretionary authority with respect to amendments or variations to the items of business identified in the Notice of Meeting and with respect to any other matters that may properly come before the Meeting.

Voting Procedures

Registered Shareholders

You are a “registered shareholder” if you have a share certificate or Direct Registration System (DRS) statement issued in your name and as a result, have your name shown on Kinaxis’ register of shareholders kept by our transfer agent and registrar, CST Trust Company (“CST”).

If you are a registered shareholder, you can vote your shares by attending the Meeting in person, by appointing someone else as proxyholder to attend the Meeting and vote your common shares (“**Common Shares**”) for you, by completing your proxy form and returning it by mail, hand, fax or email delivery in accordance with the instructions set forth therein, or by internet by visiting the website shown on your proxy form (refer to your control number shown on your proxy form) and following the online voting instructions, by telephone, or by scanning the QR code on the form of proxy with your mobile device.

Kinaxis reserves the right to accept late proxies and to waive the proxy cut-off with or without notice, but is under no obligation to accept or reject any particular late proxy.

Non-Registered Shareholders (Beneficial Owners)

You are a “non-registered shareholder” or “beneficial owner” if your shares are held on your behalf through an intermediary or nominee (for example, a bank, trust company, securities broker, clearing agency or other institution).

The Company is not sending proxy-related materials to beneficial owners who have declined to receive them in order to save mailing costs and abide by the instructions of its declining beneficial owners.

Non-Objecting Beneficial Owners (NOBOs)

Under applicable securities legislation, a beneficial owner of securities is a “non-objecting beneficial owner” (or “**NOBO**”) if such beneficial owner has or is deemed to have provided instructions to the intermediary holding the securities on such beneficial owner’s behalf not objecting to the intermediary disclosing ownership information about the beneficial owner in accordance with said legislation.

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions.

If you are a NOBO and your name has been provided to CST, you can vote your shares by attending the Meeting in person by appointing yourself as proxyholder, or by appointing someone else as proxyholder to attend the Meeting and vote your Common Shares for you, by completing your voting instruction form and returning it by mail, hand, fax or email delivery in accordance with the instructions set forth therein, or by internet by visiting the website shown on your voting instruction form (refer to your control number shown on your voting instruction form) and following the online voting instructions, by telephone, or by scanning the QR code on the voting instruction form with your mobile device.

Objecting Beneficial Owners (OBOs)

Under applicable securities legislation, a beneficial owner is an “objecting beneficial owner” (or “**OBO**”) if such beneficial owner has or is deemed to have provided instructions to the intermediary holding the securities on such beneficial owner’s behalf objecting to the intermediary disclosing ownership information about the beneficial owner in accordance with said legislation.

If you are an OBO, you received these materials from your intermediary or its agent (such as Broadridge), and your intermediary is required to seek your instructions as to the manner in which to exercise the voting rights attached to your Common Shares. The Company has agreed to pay for intermediaries to deliver to OBOs the proxy-related materials and the relevant voting instruction form. The voting instruction form that is sent to an OBO by the intermediary or its agent should contain an explanation as to how you can exercise the voting rights attached to your Common Shares, including how to attend and vote directly at the Meeting. Please provide your voting instructions to your intermediary as specified in the enclosed voting instruction form.

Voting Shares

Each holder of Common Shares is entitled to one vote per share. Only persons shown on the register of Common Shares at the close of business on May 1, 2017 (the “**Record Date**”), and NOBOs as of the Record Date, who have appointed themselves or their respective proxyholders, will be entitled to attend the Meeting and vote. As of the Record Date there were 25,289,460 Common Shares issued and outstanding.

In order to be valid and acted upon at the Meeting, completed proxies or votes must be received by CST by 5:00 p.m. (Eastern time) on June 13, 2017 or, in the case of any adjournment or postponement of the Meeting, at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the adjourned or postponed Meeting. Note that if you are an OBO, your intermediary will need your voting instructions sufficiently in advance of this deadline to enable your intermediary to act on your instructions prior to the deadline. See “*Voting Procedures - Non-Registered Shareholders (Beneficial Owners)*”.

Principal Shareholders

The following table shows the names of the persons who, as of May 11, 2017, to our knowledge, and based upon the Company’s review of the records maintained by CST, electronic filings with the System for Electronic Document

Analysis and Retrieval (“**SEDAR**”) and insider reports filed with the System for Electronic Disclosure by Insiders, beneficially own, control or direct, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of our voting securities:

<u>Name of Shareholder</u>	<u>Number of Common Shares</u>	<u>% of Common Shares</u>
Fidelity ⁽¹⁾	3,276,674 ⁽²⁾	12.96% ⁽³⁾

(1) The Common Shares reflected in the table above are held by Fidelity through Fidelity Management & Research Company, FMR Co., Inc., Fidelity Management Trust Company, FIAM LLC, Fidelity Institutional Asset Management Trust Company, Strategic Advisers, Inc., FIL Limited and certain of its affiliates, Crosby Advisors LLC, Fidelity SelectCo, LLC and Fidelity (Canada) Asset Management ULC (collectively, “**Fidelity**”).

(2) Based on the Early Warning Report under the Alternative Monthly Reporting System of National Instrument 62-103 filed on SEDAR by Fidelity on October 11, 2016.

(3) Based on 25,289,460 Common Shares issued and outstanding as of the Record Date.

Interests of Certain Persons or Companies in the Matters to be Acted Upon

Except as set out herein, to our knowledge, no director, executive officer or any of their respective associates or affiliates has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors. Subject to the ratification and approval by the shareholders of the New Stock Option Plans at the Meeting, all of the directors and executive officers of the Company would be eligible to receive grants of options pursuant to the New Stock Option Plans (as defined below).

Questions?

If you have questions, you may contact the company’s strategic shareholder advisor and proxy solicitation agent, Kingsdale Advisors.

North America (toll-free phone): 1-855-682-8087

outside North America: (416) 867-2272

mail: The Exchange Tower, 130 King Street West, Suite 2950, P.O. Box 361, Toronto, Ontario M5X 1E2

e-mail: contactus@kingsdaleadvisors.com

BUSINESS TO BE TRANSACTED AT THE MEETING

The following items of business will be presented to the shareholders at the Meeting:

1. Presentation of the Audited Consolidated Financial Statements

The audited consolidated financial statements of the Company for the fiscal year ended December 31, 2016 and the auditor’s report thereon will be presented at the Meeting but will not be subject to a vote.

2. Election of Directors

Seven (7) directors are to be elected to hold office until the close of the next annual meeting of shareholders or until their successor is elected or appointed. Each of the persons presented under “*Proposed Nominees for Election as Directors*” in this Management Information Circular is proposed to be nominated as a director of the Company and each nominee has agreed to serve as a director if elected.

The persons named as proxies in the proxy form intend to cast the votes represented by proxy at the Meeting FOR the election as directors of the seven persons nominated in this Management Information Circular unless shareholders direct otherwise.

3. Appointment of Auditors

The Board of Directors recommends that KPMG LLP be appointed as the auditors of the Company to hold office until the next annual meeting of shareholders or until their successors are appointed. KPMG LLP have been the auditors of the Company since our inception.

FOR the appointment of KPMG LLP as auditors.

4. Ratification and Approval of the New Canadian Resident Stock Option Plan of the Company

The Board of Directors of the Company has adopted a new stock option plan under which options may be granted to directors, officers, employees and consultants of the Company (as well as any parent companies and subsidiaries thereof) who reside in Canada (the “New Canadian Resident Plan”). At the Meeting, the shareholders will be asked to consider and, if deemed appropriate, adopt a resolution (the full text of which is reproduced as Appendix A hereto) ratifying and approving the New Canadian Resident Plan. Please refer to the “*Letter to Shareholders Regarding the Kinaxis Stock Option Program*” and the additional information under the heading “*New Stock Option Plans*” in this Management Information Circular.

FOR the approval of the New Canadian Resident Plan. The directors of the Company recommend that shareholders vote in favour of the resolution approving the New Canadian Resident Plan.

5. Ratification and Approval of the New Non-Canadian Resident Stock Option Plan of the Company

The Board of Directors of the Company has adopted a new stock option plan under which options may be granted to directors, officers, employees and consultants of the Company (as well as any parent companies and subsidiaries thereof) who reside outside Canada (the “New Non-Canadian Resident Plan” and together with the New Canadian Resident Plan, the “New Stock Option Plans”). At the Meeting, the shareholders will be asked to consider and, if deemed appropriate, adopt a resolution (the full text of which is reproduced as Appendix C hereto) ratifying and approving the New Non-Canadian Resident Plan. Please refer to the “*Letter to Shareholders Regarding the Kinaxis Stock Option Program*” and the additional information under the heading “*New Stock Option Plans*” in this Management Information Circular.

FOR the approval of the New Non-Canadian Resident Plan. The directors of the Company recommend that shareholders vote in favour of the resolution approving the New Non-Canadian Resident Plan.

6. Other Business to be Transacted at the Meeting

Management of the Company is not aware of any amendment, variation or other matter to be submitted at the Meeting other than the matters set forth in the Notice of Meeting.

PROPOSED NOMINEES FOR ELECTION AS DIRECTORS

Information on Proposed Nominees

The persons whose names are printed in the proxy form intend to vote FOR the election as directors of each of the proposed nominees set forth below. Each such candidate was proposed by the Board of Directors on the recommendation of the Nominating and Governance Committee for election as a director. Each director elected will hold office until the next annual meeting of shareholders or until that director’s successor is duly elected or appointed, unless the office is earlier vacated. By filling in the proxy form, shareholders may vote for all directors or choose to withhold their vote from some or all of the directors proposed for election.

We have adopted a Majority Voting Policy whereby proxy forms for shareholders' meetings at which directors are to be elected will enable the shareholder to vote for or to withhold from voting for each individual nominee. If a director nominee has more votes withheld than are voted in favour of him or her, the nominee will be considered not to have received the support of the shareholders, even though duly elected as a matter of corporate law. A person elected as a director who is considered for the purpose of this policy not to have received the support of the shareholders is required to immediately tender his or her resignation as a director, to be effective on acceptance by the Board of Directors. The Board of Directors will consider the tendered resignation and will determine whether or not to accept the resignation within 90 days after the date of the relevant shareholders' meeting. The nominee will not participate in any meetings of the Board of Directors or committee thereof at which the resignation is considered. The Board of Directors will accept the tendered resignation unless it determines that there are exceptional circumstances relating to the composition of the Board of Directors or the voting results that should delay the acceptance of the resignation or justify rejecting it. The Company will promptly issue a news release with the Board of Director's decision as to whether to accept or reject the resignation. In the event the resignation is rejected, the Company's news release will set forth the reasons for the decision. The policy does not apply in circumstances involving contested director elections. A copy of the Majority Voting Policy can be found on the Corporate Governance section of our website at www.kinaxis.com.

The tables below identify each of the proposed nominees; their principal occupation; their province or state, and country of residence; their age; the year when the person first became a director; whether the candidate has been determined by the Board of Directors to be independent of, or related to, the Company; their Board of Directors and committee memberships and attendance record; other public company board memberships; the number of Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, the number of options, restricted share units ("RSUs"), performance share units ("PSUs") and deferred shares units ("DSUs") of the Company held (see "Executive Compensation – Compensation Discussion and Analysis – Elements of Compensation – Long-Term Incentive"), with all such securities ownership information provided by each of the candidates as at May 11, 2017.

DOUGLAS COLBETH						
Mr. Colbeth has been a director of Kinaxis since 2001 and is our current Chair of the Board; he served as President and Chief Executive Officer of the Company from 2003 to January 1, 2016. During his tenure as President and Chief Executive Officer, Mr. Colbeth was responsible for conducting the successful initial public offering of Kinaxis, growing the customer base to over 100 customers and for growing revenues to nearly \$100 million. Prior to joining Kinaxis, Mr. Colbeth was Chief Executive Officer of Spyglass Inc., a leading provider of internet software technologies. In June 1995, Spyglass became one of the first internet software companies to conduct a successful initial public offering. Mr. Colbeth holds a Bachelor of Science degree from Siena College in New York. Mr. Colbeth is a Director of On Point Technology, LLC and is also the Chairman of the board of MedCircle Inc.						
Scottsdale, Arizona Age: 61 Director since: 2001 Not Independent	Voting Results for 2015 and 2016 Annual Meetings					Other Public Company Board Memberships -
	Annual Meeting	For	Withheld			
	2015	79.1%	20.9%			
	2016	97.4%	2.6%			
	Board/Committee Membership			Attendance Record for Fiscal 2016		
Board of Directors (Chairman)			5 of 5	100%		
Securities Held						
As at	Common Shares	Options (#)	RSUs (#)	PSUs (#)	DSUs (#)	Total Market Value of Securities
May 11, 2017	625,000 ⁽¹⁾	100,000	11,667	-	6,616	\$44,971,136 ⁽¹⁰⁾

JOHN (IAN) GIFFEN

Mr. Giffen currently serves as an advisor and/or director to technology companies and investment funds. Mr. Giffen is currently a director of Absolute Software Corporation and a number of private companies. Since 1996, Mr. Giffen has served on the boards of a number of public companies, including Macromedia, Inc., Descartes Systems Group Inc., MKS Inc., Digital Processing Systems Inc., MGI Software Corp, Delano Technology Corporation, Corel Corporation, Certicom Corp, Financial Models Company Inc., 724 Solutions Inc., Sierra Systems Group Inc., Open Text Corporation, MOSAID Technologies Incorporated, RuggedCom Inc. and Strategic Vista Inc., as well as on the boards of several private companies. Mr. Giffen is a Chartered Professional Accountant with a Designation in Corporate Finance. He also has a Bachelor of Arts degree from the University of Strathclyde in Glasgow. The following qualifications are all relevant to the performance of Mr. Giffen's responsibilities as Chair of our Audit Committee: his professional designations; his educational background; his years of executive experience in the technology sector, including as the Vice President and Chief Financial Officer for Alias Research Inc. from 1992 to 1996; and his service on other public company boards and board committees, including as a member of the audit committee for the board of directors of all of the public companies on which he has served, and the chair of all of such audit committees, with the exception of MOSAID Technologies Incorporated.

Toronto, Ontario Age: 59 Director since: 2010 Independent	Voting Results for 2015 and 2016 Annual Meetings				Other Public Company Board Memberships		
	Annual Meeting	For	Withheld		Absolute Software Corporation (TSX)		
	2015	99.8%	0.2%				
	2016	94.4%	5.6%				
	Board/Committee Membership			Attendance Record for Fiscal 2016			
	Board of Directors (Lead Independent Director)			5 of 5	100%		
	Audit Committee (Chair)			4 of 4	100%		
	Nominating and Governance Committee			5 of 5	100%		
Compensation Committee			1 of 1 ⁽²⁾	100% ⁽²⁾			
Securities Held							
As at	Common Shares	Options (#)	RSUs (#)	PSUs (#)	DSUs (#)	Total Market Value of Securities	
May 11, 2017	17,500	20,000	-	-	9,616	\$2,782,982 ⁽¹⁰⁾	

RONALD MATRICARIA

Mr. Matricaria is currently a director and chairman of the board at Orthofix International N.V. (2014 to present), a publicly traded global medical device company, and most recently served as a director and chairman of the board at Volcano Corporation, a medical device company (2005 to 2015), a director of Life Technologies Corporation, a life sciences company (2005 to 2014), and a director of the Phoenix Children's Hospital (2011 to 2014). Mr. Matricaria has previously served on the board of directors of a number of public and private companies including The Home Depot, Inc., Diametrics Medical, Inc., Ceridian HCM, Inc., Centocor, Inc., Haemonetics Corporation, Kinetic Concepts, Inc., Hospira, Inc., Cyberonics, Inc., Vistacare, Inc., Advanced Medical Technology Association (AdvaMed), the Pharmaceutical Manufacturers Association International Section, the American Diabetes Association, the American Foundation for Pharmaceutical Education, the National Foundation for Infectious Diseases, the National Retiree Volunteer Center and the Indiana Repertory Theatre. Mr. Matricaria also has over 35 years of medical device and pharmaceutical experience at St. Jude Medical, Inc., where he served as the Chair of the Board and Chief Executive Officer, and Eli Lilly and Company Inc. Mr. Matricaria holds a Bachelor of Science degree from the Massachusetts College of Pharmacy and was awarded an Honorary Doctorate degree in Pharmacy in recognition of his contributions to the practice of pharmacy. Mr. Matricaria's experience as the Chief Executive Officer of a prominent health care organization, his 23 years of executive experience in the pharmaceutical industry, and his service on other public company boards and board committees are all relevant to the performance of his responsibilities as a member of our Audit Committee and Chair of our Compensation Committee.

Scottsdale, Arizona Age: 74 Director since: 2014 Independent	Voting Results for 2015 and 2016 Annual Meetings				Other Public Company Board Memberships		
	Annual Meeting	For	Withheld		Orthofix International N.V. (NASDAQ)		
	2015	99.9%	0.1%				
	2016	94.2%	5.8%				
	Board/Committee Membership			Attendance Record for Fiscal 2016			
	Board of Directors			5 of 5	100%		
	Audit Committee			4 of 4	100%		
	Nominating and Governance Committee			3 of 3 ⁽³⁾	100% ⁽³⁾		
Compensation Committee (Chair)			5 of 5	100%			
Securities Held							
As at	Common Shares	Options (#)	RSUs (#)	PSUs (#)	DSUs (#)	Total Market Value of Securities	
May 11, 2017	60,000 ⁽⁸⁾	60,000	-	-	9,616	\$7,427,230 ⁽¹⁰⁾	

ANGEL MENDEZ

Mr. Mendez is currently the Chief Operating Officer at HERE (August 2016 to present). As COO, Mr. Mendez is responsible for the strategic and operational execution of the company's core business, with a particular emphasis on operational excellence, business process innovation and systems automation. Mr. Mendez is also an Officer of the Board of Directors of the Association of Governing Boards of Universities and Colleges ("AGB"), as well as the Lafayette College Board of Trustees where he chairs the Committee on Trustees and Governance. Mr. Mendez has over 30 years of management expertise with some of the world's leading companies. Most recently, Mr. Mendez served as Senior Vice President, Cisco Transformation (September 2011 to March 2015), leading the Accelerated Cisco Transformation Program, a multiyear effort that reinvented Cisco's business model and enabled significant increases in growth and shareholder value. Prior to this role, Mr. Mendez led Cisco's Customer Value Chain Management organization (November 2008 to September 2011), responsible for corporate quality assurance, demand management, new product introduction, strategic sourcing, manufacturing, logistics, and customer service. Prior to joining Cisco in 2005, Mr. Mendez served as Senior Vice President of Global Operations for Palm Computing Inc., where he led the company's operational turnaround. Mr. Mendez began his career at General Electric Company, serving 11 years in increasingly responsible assignments. Following General Electric, he served in senior executive roles at AlliedSignal Inc., Citigroup Inc., and Gateway, Inc. Mr. Mendez holds a Masters in Business Administration from The Crummer School at Rollins College in Florida and a Bachelor of Science degree in Electrical Engineering from Lafayette College in Pennsylvania.

Rancho Santa Fe, California Age: 56 Director since: 2016 Independent	Voting Results for 2015 and 2016 Annual Meetings				Other Public Company Board Memberships	
	Annual Meeting	For	Withheld	-		
	2015	_(4)	_(4)			
	2016	98.5%	1.5%			
	Board/Committee Membership			Attendance Record for Fiscal 2016		
	Board of Directors			5 of 5 ⁽⁴⁾	100% ⁽⁴⁾	National Bank of Canada (TSX) Canadian Pacific Railway Limited (TSX, NYSE) Morneau Shepell Inc. (TSX)
	Compensation Committee			5 of 5 ⁽⁴⁾	100% ⁽⁴⁾	
Nominating and Governance Committee (Chair)			2 of 2 ⁽³⁾	100% ⁽³⁾		
Securities Held						
As at	Common Shares	Options (#)	RSUs (#)	PSUs (#)	DSUs (#)	Total Market Value of Securities
May 11, 2017	-	30,000	-	-	6,616	\$1,400,871 ⁽¹⁰⁾

JILL DENHAM

Ms. Denham has over 20 years' experience in the financial services industry. Ms. Denham brings a diverse skillset to the Kinaxis Board of Directors. Among her past roles, Ms. Denham was Vice Chair at CIBC Retail Markets, and a Director of the Ontario Teachers' Pension Plan Board. Prior to being Vice Chair at CIBC Retail Markets, she had responsibility for the European business of CIBC and before that she was President, Merchant Banking. She was also a member of the Task Force on the Future of Securities Regulation in Canada. Ms. Denham is currently a director of several companies, including National Bank of Canada (October 2010 to present), Canadian Pacific Railway Limited (August 2016 to present) as well as the Chair of the Board of Morneau Shepell Inc. (October 2008 to present). She holds an Honors Business Administration from the University of Western Ontario School of Business Administration and a Master of Business Administration from the Harvard Business School.

Toronto, Ontario Age: 56 Director since: 2016 Independent	Voting Results for 2015 and 2016 Annual Meetings				Other Public Company Board Memberships	
	Annual Meeting	For	Withheld	National Bank of Canada (TSX) Canadian Pacific Railway Limited (TSX, NYSE) Morneau Shepell Inc. (TSX)		
	2015	_(5)	_(5)			
	2016	_(5)	_(5)			
	Board/Committee Membership			Attendance Record for Fiscal 2016		
	Board of Directors			2 of 2 ⁽⁵⁾	100% ⁽⁵⁾	Morneau Shepell Inc. (TSX)
	Audit Committee			1 of 1 ⁽⁵⁾	100% ⁽⁵⁾	
Nominating and Governance Committee			2 of 2 ⁽⁵⁾	100% ⁽⁵⁾		
Securities Held						
As at	Common Shares	Options (#)	RSUs (#)	PSUs (#)	DSUs (#)	Total Market Value of Securities
May 11, 2017	-	30,000	-	-	2,699	\$668,481 ⁽¹⁰⁾

ROBERT COURTEAU						
Mr. Courteau is an accomplished senior executive with extensive experience in leading new business initiatives and achieving growth objectives with some of the world's foremost companies. Mr. Courteau is the Chief Executive Officer of Altus Group Limited (September 2012 to present), a leading provider of independent advisory services, software and data solutions to the global commercial real estate industry. Most recently, he was President of SAP North America, a global market leader in enterprise application software, with other previous roles including COO of its Global Customer Operations. Mr. Courteau has been an active board member of numerous North American not-for-profit organizations and has served on the boards of several publicly traded organizations. Mr. Courteau graduated from Concordia University with a Bachelor of Commerce degree and also holds an Honorary Doctorate of Laws degree from Concordia University.						
Toronto, Ontario Age: 61 Director since: 2016 Independent	Voting Results for 2015 and 2016 Annual Meetings					Other Public Company Board Memberships
	Annual Meeting	For	Withheld			Altus Group Limited (TSX) Real Matters Inc. (TSX) ⁽⁷⁾
	2015	_(6)	_(6)			
	2016	_(6)	_(6)			
	Board/Committee Membership			Attendance Record for Fiscal 2016		
	Board of Directors			1 of 1 ⁽⁶⁾	100% ⁽⁶⁾	
Compensation Committee			_(6)	_(6)		
Securities Held						
As at	Common Shares	Options (#)	RSUs (#)	PSUs (#)	DSUs (#)	Total Market Value of Securities
May 11, 2017	-	30,000	-	-	2,699	\$696,714 ⁽¹⁰⁾

JOHN SICARD						
Prior to moving into his current role as President and Chief Executive Officer, Mr. Sicard had over twenty years' tenure at Kinaxis. Mr. Sicard first started at the Company as a key contributor to the architecture and development of Kinaxis' supply chain management solutions in early 1994, and has since held a number of senior management roles in development, professional services, business consulting, sales, marketing and customer support, and has held several positions at Kinaxis including Executive Vice President of Marketing and Development, Chief Operating Officer and Chief Strategy Officer. Before joining Kinaxis in 1994, Mr. Sicard held senior software architect positions in research and development at FastMAN Software Systems Inc. (also known as Promira Software Inc. before being purchased by Manugistics Group Inc.), and Monenco Agra Inc. Mr. Sicard holds a Bachelor of Computer Science degree from Concordia University in Canada. Mr. Sicard is also a graduate of Harvard Business School's Advanced Management Program in Massachusetts.						
Ottawa, Ontario Age: 54 Director since: 2016 Not Independent	Voting Results for 2015 and 2016 Annual Meetings					Other Public Company Board Memberships
	Annual Meeting	For	Withheld			-
	2015	_(9)	_(9)			
	2016	99.0%	1.0%			
	Board/Committee Membership			Attendance Record for Fiscal 2016		
	Board of Directors			5 of 5	100%	
Securities Held						
As at	Common Shares	Options (#)	RSUs (#)	PSUs (#)	DSUs (#)	Total Market Value of Securities
May 11, 2017	81,789	583,600	43,334	-	-	31,174,964 ⁽¹⁰⁾

- (1) 575,000 Common Shares held beneficially and of record by Douglas Colbeth and 50,000 Common Shares held of record by Douglas Colbeth and Margaret Colbeth as Trustees of the Colbeth Clinic Charitable Remainder Trust.
- (2) Mr. Giffen was appointed to the Compensation Committee on August 11, 2016 and ceased to be a member on February 28, 2017.
- (3) Mr. Matricaria ceased to be a member of the Nominating and Governance Committee on August 11, 2016.
- (4) Mr. Mendez was appointed to the Board of Directors on January 6, 2016, the Compensation Committee on February 17, 2016 and the Nominating and Governance Committee, as Chair, on August 11, 2016.

- (5) Ms. Denham was appointed to the Board of Directors on August 3, 2016 and to the Audit Committee and the Nominating and Governance Committee on August 11, 2016.
- (6) Mr. Courteau was appointed to the Board of Directors on December 20, 2016 and the Compensation Committee on February 28, 2017.
- (7) Real Matters Inc. commenced trading on the TSX on May 11, 2017. Mr. Courteau's fees and options earned as a director of Real Matters Inc. are paid and issued to Altus Group Limited. Mr. Courteau is the CEO of Altus Group Limited.
- (8) All 60,000 Common Shares are held of record by Ronald Matricaria, as Trustee of the Ronald and Lucille Matricaria Family Trust.
- (9) Mr. Sicard was appointed to the Board of Directors on January 2, 2016.
- (10) The total market value of securities is calculated as the sum of (a) the value of the unexercised options calculated based on the difference between the strike price of the option and the closing market price of the Company's Common Shares on May 11, 2017, being Cdn\$84.73 per share, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7295, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on May 11, 2017 and (b) the value Common Shares and share units held calculated based on the closing market price of the Company's Common Shares on May 11, 2017, being Cdn\$84.73 per share, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7295, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on May 11, 2017.

Director Independence

The following table summarizes the independence status under National Instrument 52-110 — *Audit Committees* and National Policy 58-201 — *Corporate Governance Guidelines*, and National Instrument 58-101 - *Disclosure of Corporate Governance Practices*, as amended from time to time (“**NI 58-101**”), as determined by the Board, of the nominees for the Company's Board and provides further details regarding those nominees who are deemed “not independent”.

Name of Director	Independent	Not Independent	Reasons Not Independent
Douglas Colbeth (Chair)		X	Former President and Chief Executive Officer of the Company (within the past three years)
John (Ian) Giffen (Lead Director)	X		
Ronald Matricaria	X		
Angel Mendez	X		
John Sicard		X	President and Chief Executive Officer of the Company
Jill Denham	X		
Robert Courteau	X		

As set out in the table above, five of the seven members of our Board of Directors are independent, being Messrs. Giffen, Mendez, Matricaria and Courteau and Ms. Denham, as that term is defined in NI 58-101. Pursuant to NI 58-101, a director is independent for the purposes of NI 58-101 if he or she has no direct or indirect material relationship with the Company. A “material relationship” is a relationship which could, in the view of our Board of Directors, be reasonably expected to interfere with the exercise of a director's independent judgment. Certain relationships are deemed to be material relationships for these purposes. Mr. Colbeth is not independent for the purposes of NI 58-101 because has been within the past three years an executive officer of Kinaxis. John Sicard is not independent for the purposes of NI 58-101 because he is an executive officer of Kinaxis.

Mr. Colbeth is the Chair of our Board of Directors. As Mr. Colbeth is not considered independent for purposes of NI 58-101, our Board has appointed Mr. Giffen, an independent director, to act as independent lead director (“**Independent Lead Director**”) in order to ensure that our Board will successfully carry out its duties and to foster appropriate oversight of management and strong governance practices.

Independent Lead Director

The role of the Independent Lead Director of the Company is to provide leadership to the Board and to foster the Board's appropriate independent oversight of management and strong governance practices. In fulfilling his duties, the Independent Lead Director, among other things, oversees the direction and administration of the Board, provides advice and counsel to chairs of the committees and other directors, works with senior management to monitor progress on strategic planning and policy implementation, establishes the agenda for meetings of the Board along

with the Secretary and Chair of the Board, assists the committees of the Board and individual directors in carrying out their duties and responsibilities, encourages directors to ask questions and express viewpoints during meetings, ensures that the boundaries between Board and management responsibilities remain separate and addresses complaints, questions and concerns regarding Board matters from shareholders.

Corporate Cease Trade Orders

Other than as set out below, none of the nominees for election is, as at the date of this Management Information Circular, or has, within the 10 years prior to the date of this Management Information Circular, been a director, chief executive officer or chief financial officer of any company (including us) that, while such person was acting in that capacity (or after such person ceased to act in that capacity but resulting from an event that occurred while that person was acting in such capacity) was the subject of a cease trade order, an order similar to a cease trade order, or an order that denied the company access to any exemption under securities legislation, in each case for a period of more than 30 consecutive days.

Ms. Denham was a member of the Board of Directors of Penn West Petroleum Ltd. from June 13, 2012 to June 23, 2016. Penn West Petroleum Ltd. was subject to a management cease trade order from the Alberta Securities Commission and a substantially similar cease trade order from the Ontario Securities Commission subsequent to the July 2014 announcement by Penn West Petroleum Ltd. of the review of some of its accounting practices and its decision to restate its financial statements. The cease trade orders terminated on September 23, 2014.

Bankruptcies

Except as described below, none of the nominees for election to the Board of Directors is, as at the date of this Management Information Circular, or has been, within the ten years prior to the date of this Management Information Circular, a director or executive officer of any company 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.

Mr. Giffen became a director of Syncapse Corp., a private social media marketing management company, in May 2010 and resigned shortly before the appointment of a receiver in July 2013. The assets of Syncapse Corp. were subsequently sold under receivership.

Personal Bankruptcies

To the best of our knowledge, in the last ten years, none of the nominees for election to the Board of Directors nor any personal holding company owned or controlled by any of them, has become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, has become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold their assets or the assets of their holding companies.

Penalties or Sanctions

None of the nominees for election to the Board of Directors has: (i) been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor making an investment decision.

Conflicts of Interest

To the best of our knowledge, there are no known existing or potential conflicts of interest among us and the nominees for election to the Board of Directors as a result of their outside business interests except that certain of

our directors serve as directors and officers of other companies, and therefore it is possible that a conflict may arise between their duties to us and their duties as a director or officer of such other companies.

NEW STOCK OPTION PLANS

At the Meeting, the Shareholders will be asked to consider, and if deemed appropriate, to adopt a resolution ratifying and approving each of the New Canadian Resident Plan and the New Non-Canadian Resident Plan, each of which was adopted by the Board of Directors on May 11, 2017. **Shareholders are urged to consider the “*Letter to Shareholders Regarding the Kinaxis Stock Option Program*” included with this Management Information Circular.**

The directors of the Company recommend that shareholders vote in favour of the resolution ratifying and approving the New Stock Option Plans.

The New Stock Option Plans are substantially similar to each other and allow for the grant of incentive stock options to employees, directors, officers and consultants of the Company (as well as any parent companies and subsidiaries thereof). The New Stock Option Plans, if ratified and approved at the Meeting, are intended to replace the Company’s prior stock option plan established in 2012 (the “**2012 Plan**”) and the Board of Directors intends to cease granting options under the 2012 Plan effective upon such ratification and approval. Our Board of Directors is responsible for administering the New Stock Option Plans, and the Compensation Committee makes recommendations to our Board of Directors in respect of matters relating to the New Stock Option Plans.

Summary of the New Stock Option Plans

The following is a summary of the key features of the New Stock Option Plans. The disclosure below is intended to be summary in nature and shareholders should refer to full text of the New Canadian Resident Plan and the New Non-Canadian Resident Plan, each of which is attached to this Management Information Circular as Appendix B and Appendix D, respectively.

The aggregate number of Common Shares reserved for issuance under the New Stock Option Plans (the “Pool”) is 2,300,000 (representing approximately 8.33% of the issued and outstanding Common Shares on a diluted basis as of the date of this Management Information Circular), all of which are unallocated and available for future grants of options.

No award may be made to our insiders under the New Stock Option Plans or the share unit plan (the “**Share Unit Plan**”) if such award would result in: (i) the number of Common Shares issued from treasury to insiders (excluding Common Shares issued to insiders prior to the closing of our initial public offering (“**IPO**”)) pursuant to such plans, together with all of our other share compensation arrangements, within any one year period, exceeding 10% of the outstanding Common Shares, or (ii) the number of Common Shares issuable to insiders pursuant to vested Share Units together with the number of Common Shares issuable to insiders at any time pursuant to options granted under our previous stock option plans and the New Stock Option Plans and all of our other security-based compensation arrangements exceeding 10% of the outstanding Common Shares. When used in this paragraph, the terms “insiders” and “security-based compensation arrangement” have the meanings ascribed thereto in the rules of the Toronto Stock Exchange (the “**TSX**”) for this purpose. Securities issued pursuant to security-based compensation arrangements prior to the IPO are not to be counted toward these thresholds. In addition, the maximum number of Common Shares that may be issued (i) to non-employee directors as a group pursuant to the New Stock Option Plans, by virtue of their service as non-employee directors, is limited to 1% of the issued and outstanding common shares over the lives of those plans, and (ii) to non-employee directors, together with all other equity awards under any other equity compensation plan of the Company, may not exceed an award value of C\$100,000 (calculated using the Black-Scholes methodology) in each financial year of the Company.

The New Stock Option Plans are substantially similar to each other. The material differences between the New Stock Option Plans are as follows:

- Grants of options under the New Canadian Resident Plan are limited to employees, officers, directors and consultants who reside in Canada and are subject to Canadian taxation.
- Grants of options under the New Non-Canadian Resident Plan are limited to employees, officers, directors and consultants who reside outside Canada and provide services to the Company primarily outside of Canada.
- Grants of options under the New Non-Canadian Resident Plan are intended to qualify as either:
 - “incentive stock options” within the meaning of section 422 of the United States Internal Revenue Code of 1986, as amended and any regulations thereunder (the “**Code**”); or
 - “nonstatutory options” to meet the conditions in accordance with U.S. Treasury Regulation 1.409A-1(b)(5)(i).

There is no distinction in the New Canadian Resident Plan as to whether options granted thereunder are intended to qualify as either “incentive stock options” or “nonstatutory options”.

- The New Non-Canadian Resident Plan provides that the Company may elect, in its sole discretion, to settle any exercised option in cash, with the amount of such cash payment to be calculated based on the fair market value of the Common Shares underlying the option at the time of exercise. However, the New Canadian Resident Plan does not provide the Company with the option to elect to settle an exercised option in cash and the holder of any option granted under the New Canadian Resident Plan has absolute discretion to require that the Company settle any exercised options in Common Shares.

Unless otherwise determined by our Board of Directors, options granted under the New Stock Option Plans vest at a rate of 25% per year over four years at each anniversary of the date of the grant. Options granted under the New Stock Option Plans may be exercised during the period specified in the New Stock Option Plans, which shall be no more than five years from the date of grant. The New Stock Option Plans also provide that, unless otherwise determined by our Board of Directors, options generally terminate within 30 days following the termination of employment, directorship or engagement as a consultant with the Company or affiliated entities. The exercise price for options granted under the New Stock Option Plans is determined by our Board of Directors, but may not be less than the Fair Market Value.

“**Fair Market Value**” means, as of any date, the value of the Common Shares subject to options (the “**Optioned Shares**”), determined as follows:

- (i) if the Optioned Shares are listed on the TSX, the closing sales price for shares of such class as quoted on the TSX for the last market trading day prior to the date of determination (or if no sales were reported, the average of the high bid and the low bid on such day);
- (ii) if the Optioned Shares are listed on an established stock exchange or a national market system, other than the TSX, including without limitation the Nasdaq Global Market or The Nasdaq Capital Market of The Nasdaq Stock Market, the closing sales price for shares of such class (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day prior to the date of determination, as reported in the Wall Street Journal or such other source as the administrator of the New Stock Option Plans deems reliable;
- (iii) if the Optioned Shares are listed both on the TSX and another established stock exchange or national market system and: (A) the Company is not eligible for the exemption available to Eligible Interlisted Issuers (as defined in the TSX Company Manual) pursuant to section 602(g) of the TSX Company Manual (the “**Interlisted Issuer Exemption**”), the Fair Market Value shall be as determined in accordance with (i) above, or (B) the Company is eligible for the Interlisted Issuer Exemption, the Fair Market Value shall be as determined in accordance with (ii) above;
- (iv) if the Optioned Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of the Optioned Shares shall be the mean between the high bid

and low asked prices for the shares of such class on the last market trading day prior to the date of determination; or

- (v) in the absence of an established market for the Optioned Shares, the Fair Market Value of the Optioned Shares shall be determined in good faith by the administrator of the New Stock Option Plan using any measure of value it determines to be appropriate (including, as it considers appropriate, relying on appraisals) in a manner, if applicable, consistent with the valuation principles under Section 409A of the Code, except as the Board may expressly determine otherwise.

Subject to the foregoing, the administrator of the New Stock Option Plans has sole discretion to determine the Fair Market Value, and all options are conditioned on the optionees' agreement that the administrator's determination is conclusive and binding even though others might make a different determination.

If options granted under the New Stock Option Plans would otherwise expire during or immediately after a trading black-out period, the expiry date of the options will be extended to the tenth business day following the end of the black-out period.

Upon the execution by the Company of any agreement with respect to an Acquisition Event, the administrator of the New Stock Option Plans in its sole discretion may, without any action or consent of the optionees:

- (i) provide that any or all outstanding options shall be assumed, or equivalent options shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof);
- (ii) provide that any or all outstanding options shall be converted into a right to purchase, for each Optioned Share immediately prior to the consummation of the Acquisition Event, the consideration (whether cash, securities or other property) received as a result of the Acquisition Event by holders of the same class of shares held immediately prior to the consummation of the Acquisition Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of such class of shares);
- (iii) provide that any or all outstanding options shall be converted into a right to purchase, for each Optioned Share immediately prior to the consummation of the Acquisition Event, shares or other securities of the acquiring or succeeding corporation (or an affiliate thereof) that are equivalent (as determined by the administrator in its sole discretion) in fair market value to the per share consideration received by holders of outstanding shares of the applicable class as a result of the Acquisition Event;
- (iv) provide that any or all outstanding options shall accelerate and become exercisable in full as of a specified time prior to the Acquisition Event and shall terminate immediately prior to the consummation of such Acquisition Event, except to the extent exercised before the consummation of such Acquisition Event; provided that to the extent all or any portion of an option becomes exercisable solely as a result the reasons set forth in this paragraph (iv), the administrator may provide in its sole discretion that upon exercise of such option the holder shall receive shares subject to a right of repurchase by the Company or its successor at the option exercise price. Such repurchase right (1) shall lapse at the same rate as the option would have become exercisable under its terms, (2) shall not apply to any shares subject to the option that were exercisable under its terms without regard to the first sentence of this paragraph, and (3) shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property into which the Common Shares were converted or for which it was exchanged pursuant to such Acquisition Event;
- (v) provide that any or all outstanding options shall terminate upon consummation of the Acquisition Event and that each holder shall receive, in exchange therefor, a cash payment equal to the amount (if any) by which (A) the fair market value (as determined by the administrator in its sole

discretion) multiplied by the number of Optioned Shares subject to such outstanding options (whether or not then exercisable), exceeds (B) the aggregate exercise price of such options (provided, that, for greater certainty, if the exercise price of the options exceeds the fair market value as so determined, the Board shall have the ability to cancel such options without any payment of consideration to the optionee);

- (vi) provide that any or all outstanding options shall be terminated and substituted with a cash incentive program of the acquiring or succeeding corporation (or an affiliate thereof) upon consummation of the Acquisition Event; and
- (vii) provide for such other actions and/or combinations of the foregoing actions as the administrator deems fair and reasonable in the circumstances.

Upon the occurrence of an Acquisition Event, to the extent that the acquiring or succeeding corporation (or an affiliate thereof) has by appropriate action assumed the Company's obligations under the New Stock Option Plans, the vesting and other rights of the Company under each outstanding option and any related agreement shall inure to the benefit of such acquiring or succeeding corporation (or an affiliate thereof) and shall apply to the cash, securities or other property into which the Common Shares were converted or exchanged for pursuant to such Acquisition Event in the same manner and to the same extent as they applied to the Optioned Shares.

For the purposes of the New Stock Option Plans, an "**Acquisition Event**" means: (a) any merger, amalgamation, consolidation, or arrangement of the Company with or into another entity (other than a merger, amalgamation, consolidation, or arrangement of the Company with one or more of its parent (if any) or subsidiaries) as a result of which all of the Common Shares are converted into or exchanged for the right to receive cash, securities or other property or are cancelled or (b) any transfer or disposition of all of the Common Shares of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any other acquisition of the Company or its business as determined by a resolution of the Board.

To the extent permitted by applicable laws and provided for in the applicable option agreement or approved by the administrator of the New Stock Option Plans, in its sole discretion, the exercise price for Optioned Shares purchased upon the exercise of an option may be paid by the Company retaining from the total number of Optioned Shares as to which the option is exercised that number of Optioned Shares having a Fair Market Value on the date of exercise equal to the exercise price for the total number of Optioned Shares as to which the option is exercised.

If an optionee ceases to be a Service Provider (within the meaning of the New Stock Option Plans) other than as a result of death or disability, such optionee may exercise his or her option within thirty (30) days (or such longer period as may be provided in any option agreement or employment agreement) to the extent that the option is vested on the date of termination (but in no event later than the expiration of the term of the option as set forth in the option agreement). If, on the date of termination, the optionee is not vested as to his or her entire option, the Common Shares covered by the unvested portion of the option on the date of termination shall revert to the Pool, and for greater certainty, the optionee shall have no entitlement to acquire such reverted Common Shares, provided that an option agreement or employment agreement may provide that, in certain circumstances, options may fully vest at the date of notice of termination. Notwithstanding the foregoing, if an optionee ceases to be a Service Provider because the optionee's employment or service to the Company is terminated for Cause (as defined in the New Stock Option Plans), the option shall thereafter not be exercisable to any extent whatsoever.

If an optionee ceases to be a Service Provider as a result of the optionee's disability, the optionee may exercise his or her option within 180 days to the extent the option is vested on the date of termination (but in no event later than the expiration of the term of such option as set forth in the option agreement). If, on the date of termination, the optionee is not vested as to his or her entire option, the Common Shares covered by the unvested portion of the option shall revert to the Pool. If, after termination, the optionee does not exercise his or her option within the time specified herein, the option shall terminate, and the Common Shares covered by such option shall revert to the Pool.

If an optionee dies while a Service Provider, the option may be exercised within 180 days to the extent that the option is vested on the date of death (but in no event later than the expiration of the term of such option as set forth in the option agreement) by the optionee's estate or by a person who acquires the right to exercise the option by

bequest or inheritance. If, at the time of death, the optionee is not vested as to the entire option, the Common Shares covered by the unvested portion of the option shall immediately revert to the Pool. If the option is not so exercised within the time specified herein, the option shall terminate, and the Common Shares covered by such option shall revert to the Pool.

Amendments to the New Stock Option Plans generally require the consent of the TSX and our shareholders given at a duly constituted meeting. However, the following amendments to each of the New Stock Option Plans may be made by our Board without TSX or other stock exchange approval and without shareholder approval:

- amendments of a technical, clerical or “housekeeping” nature, or to clarify any provision of such plan, including without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in such plan or to correct or supplement any provision of such plan that is inconsistent with any other provision of the plan;
- suspension or termination of such plan;
- amendments to respond to changes in legislation, regulations, instruments, stock exchange rules or accounting or auditing requirements;
- amendments necessary to permit the grant of options to optionees who are resident outside of Canada or the U.S., as applicable;
- amendments respecting administration of such plan;
- any amendment to the definition of “Consultant”, “Officer”, “Director” or “Employee” therein or otherwise relating to the eligibility of any service provider to receive an award under such plan;
- changes to the vesting provisions for any outstanding option;
- changes to exercise methods and frequency;
- amendments to add a further or other cashless exercise features, payable in cash or securities, whether or not providing for a full deduction of the number of underlying Common Shares from the reserve;
- amendments to the termination provisions of such plan or any outstanding option, provided no such amendment may result in an extension of any outstanding option held by an insider beyond its original expiry date;
- adjustments to reflect stock dividends, stock splits, reverse stock splits, share combinations or other alterations of the capital stock of the Company;
- amendments to permit options granted under such plan to be transferable or assignable for estate settlement purposes;
- in the case of the New Non-Canadian Resident Plan, amendments necessary to qualify any or all incentive stock options for such favourable federal income tax treatment (including deferral of taxation upon exercise) as may be afforded incentive stock options under Section 422 of the Code; and
- any other amendment, whether fundamental or otherwise, not requiring shareholder approval under applicable law (including, without limitation, the rules, regulations and policies of the TSX).

For greater certainty, shareholder approval shall be required for the following types of amendments to each of the New Stock Option Plans:

- amendments to the number of Common Shares issuable under such plan, including an increase to a maximum percentage of Common Shares or a change from a maximum percentage of Common Shares to a fixed maximum number of Common Shares;
- amendments to the limitations on grants of Options to non-employee directors;
- amendments reducing the exercise price or purchase price of an option (which for such purpose shall include a cancellation of outstanding options and contemporaneous re-grant of options having a lower exercise price or purchase price);
- amendments extending the term of an option;
- amendments to remove the “insider participation limit” or to exceed the “insider participation limit”;
- amendments to add a feature for financial assistance to optionees to facilitate the purchase of Common Shares;
- amendments to permit options to be transferable or assignable other than for estate settlement purposes;
- amendments to the amendment section of the such plan; and

- amendments required to be approved by shareholders under applicable law (including, without limitation, the rules, regulations and policies of the TSX).

The interests of any participant under either of the New Stock Option Plans or in any option are not transferable, subject to limited exceptions. Our Board of Directors has overall authority for interpreting, applying, amending and terminating the New Stock Option Plans, subject to the applicable requirements of the TSX.

EXECUTIVE COMPENSATION

The following section describes the significant elements of our executive compensation program for the fiscal year ended December 31, 2016, with particular emphasis on the process for determining compensation payable to our President and Chief Executive Officer, our Chief Financial Officer and our other officers and employees that we have determined are “executive officers” within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* for the fiscal year ended December 31, 2016. These individuals are referred to below as “Named Executives Officers” or “NEOs”:

- John Sicard, President and Chief Executive Officer (“CEO”)
- Richard Monkman, Chief Financial Officer (“CFO”) and Vice President, Corporate Services
- Jack Noppé, Chief Technology Officer (“CTO”)
- David Kelly, Executive Vice President, Professional Services
- Jeffrey Johnson, Executive Vice-President, Global Field Operations

(Note: Effective January 31, 2017, Mr. Johnson voluntarily resigned as Executive Vice-President, Global Field Operations of Kinaxis.)

Overview

During the fiscal year ended December 31, 2016, the Compensation Committee consisted of three directors, initially, Ron Matricaria (Chair), Howard Gwin and Angel Mendez, each considered to be “independent” (within the meaning of NI 58-101). Mr. Gwin resigned from the Board of Directors effective August 11, 2016, and independent director John (Ian) Giffen joined the Compensation Committee at that time. Effective February 28, 2017, Robert Courteau was appointed to the Compensation Committee and Mr. Giffen left the Compensation Committee. As a result, the Compensation Committee currently consists of three independent directors: Ronald Matricaria (Chair), Robert Courteau and Angel Mendez. The Charter of the Compensation Committee requires that the Compensation Committee be comprised of 100% independent directors. All members of the Compensation Committee have relevant skills and experience with human resources and compensation matters – see “*Corporate Governance – Compensation Committee*”.

The Board of Directors has adopted a written charter for the Compensation Committee that establishes, *inter alia*, the Compensation Committee’s duties and responsibilities. These include the following:

- annually assessing and making a recommendation to our Board with regard to the competitiveness and appropriateness of the compensation package of our CEO, our other NEOs and certain other senior officers and key employees;
- annually reviewing and recommending to the Board the goals and objectives for the CEO and all other senior executives and the amount and method of calculation of any regular and incentive compensation related thereto;
- annually evaluating the actual performance of the CEO against such goals and criteria and recommend to the Board the amount of regular and incentive compensation to be paid to the CEO for completed periods;
- annually reviewing the CEO’s evaluation of the actual performance of the other senior executives against their respective goals and criteria and the CEO’s recommendations to the Board for the amount of regular and incentive compensation to be paid to the other senior executives for completed periods;
- reviewing and making recommendations to our Board regarding any employment contracts or arrangements with our CEO and other NEOs, including any retiring allowance arrangements or any similar arrangements to take effect in the event of a termination of employment;

- annually reviewing and recommending the aggregate bonus pools to be made available under our incentive compensation plans for the CEO, the other NEOs and other officers; and
- reviewing and making recommendations to our Board regarding the structure and implementation of incentive stock option plans, share unit plans or any other long-term incentive plans and, to the extent delegated by our Board, approving grants to participants and the magnitude and terms of their participation.

In 2015 the Compensation Committee developed an annual calendar of activities to ensure that it carries out its mandate on a timely basis. Based on the assessments, reviews and recommendations by the Compensation Committee, our full Board of Directors makes decisions regarding compensation of the CEO and other NEOs, including salaries, bonuses and long-term incentives, and approves goals and objectives relevant to the compensation of our CEO and the other NEOs.

The NEO compensation for the year ended December 31, 2016 is summarized below under the subheading “*Summary Compensation Table*”. The compensation of the NEOs is based on factors described below.

Compensation Discussion and Analysis

Compensation Objectives and Philosophy

Our compensation practices are designed to retain, motivate and reward our executive officers for their performance and contribution to our long-term success. Our Board of Directors seeks to compensate executive officers by combining short-term and long-term cash and equity incentives. It also seeks to reward the achievement of corporate and individual performance objectives, and to align executive officers’ incentives with the Company’s performance. These goals may include the achievement of specific financial or business development goals. Company performance goals are based on targets for our financial performance during the applicable period.

Our Board of Directors’ philosophy is to pay fair, reasonable and competitive compensation with a significant equity-based component in order to align the interests of the Company’s executive officers with the interests of shareholders.

Compensation Consultant

The Charter of the Compensation Committee provides that compensation consultants will be engaged at least bi-annually to provide analysis with respect to the Board and executive compensation, unless deemed unwarranted by the Compensation Committee and confirmed by the Board. In practice, in each of the three years that the Company has been a public company, compensation consultants have been engaged for this purpose. The Company has a limited history as a public company and over time this may become a bi-annual exercise as envisioned by the Charter, or the Compensation Committee may opt for more regular updates as circumstances warrant.

The Compensation Committee has retained Arthur J. Gallagher & Co. Human Resources & Compensation Consulting Practice (“**Gallagher**”), an independent consulting firm, to provide market data and analysis with respect to executive compensation in each of the past three fiscal years and director compensation in 2014 and 2015. Gallagher was first engaged in March 2014 and delivered a report in April 2014. The Compensation Committee and the Board used the April 2014 report to help develop compensation programs for the CEO and other executive officers that took effect following the Company’s initial public offering. In November 2015, Gallagher was again engaged by the Compensation Committee to provide updated market data and analysis with respect to the compensation programs for certain executive officers and the directors of the Company, reports for which were delivered to the Compensation Committee in September 2015. In November 2016, the Compensation Committee engaged Gallagher to provide further updated market data and analysis with respect to the compensation programs for certain executive officers, and Gallagher delivered its report to the Compensation Committee in January 2017. The Compensation Committee anticipates engaging the consulting firm for a report related to director compensation in 2017.

To support this process, Gallagher developed and reviewed a peer group (the “**Comparator Group**”) in consultation with the Compensation Committee, and selected and examined relevant executive compensation databases. See “*Market Positioning and Benchmarking*” below.

The aggregate fees billed to the Company for executive and director compensation-related services and all other services provided by Gallagher are as set out below:

	Fiscal 2016 (US\$)	Fiscal 2015 (US\$)
Executive compensation-related fees ⁽¹⁾	20,904	24,400
All other fees	0	11,500 ⁽²⁾

(1) Includes amounts paid to Gallagher for both executive and director compensation-related services, as applicable.

(2) Includes amounts paid to Gallagher for general consulting services to the Board and Compensation Committee on the design of the Company’s ESPP, which was adopted in 2015 and is open to participation by all employees.

The Compensation Committee’s current policy is to require Compensation Committee pre-approval for any services provided by Gallagher or any other compensation consultant or compensation advisor to the Company.

Market Positioning and Benchmarking

Various elements of the Company’s compensation program are intended to align with those of the Comparator Group in the short to medium term. See “*Elements of Compensation*” below.

The Comparator Group for executive compensation purposes in fiscal 2015 was comprised of 19 companies, and in fiscal 2016 included 18 companies. For director compensation purposes, the Comparator Group in fiscal 2015 was comprised of 22 companies. The Comparator Groups were most recently reviewed and updated by Gallagher in consultation with the Compensation Committee in November 2016 for executive compensation purposes and in September 2015 for director compensation purposes.

The companies in the Comparator Group were selected to reflect our financial outlook as a publicly-listed organization and have a level of complexity of operations and technologies comparable to Kinaxis. The selection criteria used to determine the composition of the Comparator Group are the following:

- operations in relevant comparator industries, specifically, internet software and services and application software;
- revenues substantially similar to Kinaxis, taking into account our relative size, our current results and our expected future outlook;
- securities that are publicly traded; and
- a headquarters in North America, reflective of our focus on our existing and target markets and competitors located in the United States.

The companies forming the Comparator Group for executive compensation purposes meet all or some of the foregoing criteria and are listed below:

AMBER ROAD INC.	DEMANDWARE, INC.	MITEL NETWORKS CORP.
AMERICAN SOFTWARE INC.	EGAIN CORP.	Q2 HOLDINGS INC.
BENEFITFOCUS, INC.	INUVO INC.	SCIQUEST INC.
BRIGHTCOVE INC.	IPASS INC.	SPS COMMERCE, INC.
CARBONITE, INC.	MARIN SOFTWARE INC.	TEXTURA CORP.
CHANNELADVISOR CORP.	MARKETO INC.	UPLAND SOFTWARE INC.

The companies forming the Comparator Group for director compensation purposes included all of the companies listed above and also included the following four companies (which met all or some of the foregoing criteria as of September 2015):

DESCARTES SYSTEMS GROUP INC. SANDVINE CORPORATION SOLIUM CAPITAL INC.
 SHOPIFY INC.

Our compensation policy for fiscal 2016 provided for a specific positioning of each element of total compensation in the market based on this well-defined Comparator Group. Recognizing that we are at an earlier stage than many of the companies in the Comparator Group, as an interim approach, our compensation practices were benchmarked using a regression method to account for our expected revenue scope in the short to medium term. In February 2017, the Compensation Committee re-evaluated our compensation policy and determined that our compensation practices for roles without variable pay should be positioned in the 65-75th percentile range going forward, in order to attract, motivate and retain talented employees who drive the Company’s success.

Elements of Compensation

Our executive compensation consists primarily of the following elements: base salary, short-term incentives, long-term equity incentives and customary benefit programs. We do not offer any pension benefits. The following table summarizes the market positioning for each element of our compensation program.

Compensation Element	Performance Criteria	Alignment with Market
Base salary	Individual contribution and competencies and prior relevant experience	Aligned with median base salary offered in our Comparator Group, other than the CEO and CFO who have salaries below the median base
Short-Term Incentive (Annual Bonus Program)	Individual contribution, Adjusted EBITDA performance and Subscription Revenue performance	Aligned with median short-term incentives offered in the market, as defined in the Company’s compensation policy
Long-Term Equity Incentive	Time-based vesting for both options and RSUs. Performance-based vesting for PSUs	Aligned with median long-term incentives offered in the our Comparator Group
Benefits	Not applicable	Customary benefit programs for scope and size of operations and workforce

Base Salary

Base salaries for executive officers are established based on the scope of their responsibilities and their prior relevant experience, taking into account compensation paid by other companies in the industry for similar positions and the overall market demand for such executives at the time of hire.

An executive officer’s base salary is determined by reviewing the executive officer’s other compensation to ensure that the executive officer’s total compensation is in line with our overall compensation philosophy. Accordingly, base salaries are set at a level to ensure that performance-based compensation is significant enough to continue to motivate and reward our executive officers for their performance and contribution to our long-term success.

Base salaries are reviewed annually and may be increased for merit reasons, based on the executive’s success in meeting or exceeding individual objectives. Additionally, base salaries can be adjusted as warranted throughout the

year to reflect promotions or other changes in the scope or breadth of an executive’s role or responsibilities, as well as for market competitiveness.

Short-Term Incentive

Our compensation program includes eligibility for annual incentive cash bonuses for (i) our CEO and CFO under our annual bonus program (“**Annual Bonus Program**”) and (ii) for our other NEOs (except as otherwise noted below), under our leadership bonus program (“**Leadership Bonus Program**”) and together with the Annual Bonus Program, the “**Bonus Programs**”). Short-term incentives are designed to retain, motivate and reward our executive officers for their performance and contributions according to the Company’s compensation objectives and philosophy.

The target amounts to which each of these executives is entitled under our Bonus Programs are discretionary, recommended by the Compensation Committee and approved by our Board of Directors. The Leadership Bonus Program is subject to a discretionary personal performance component (50% weighting), an Adjusted EBITDA performance measure (25% weighting) and a Subscription Revenue performance measure (25% weighting). Our Leadership Bonus Program is administered by our CEO with the oversight of the Compensation Committee. Individual performance targets for the Leadership Bonus Program are evaluated and determined by our CEO and the Adjusted EBITDA and Subscription Revenue performance measures are determined by the CEO upon recommendation from the Compensation Committee.

The Bonus Programs did not apply to Mr. Kelly as he was on a separate short-term compensation program. During his tenure with the Company, the Bonus Programs did not apply to Mr. Johnson as he was on a separate short-term compensation program prior to his departure from the Company.

When making a recommendation to set or increase the short-term incentive target for the CEO and CFO, the Compensation Committee takes into consideration the scope of the executive’s responsibilities, his base salary and the positioning of his short-term incentive target compared to our Comparator Group. Our Board had set short-term incentive targets for our CEO at 100% of base salary and for our CFO at 75% of their respective base salaries. Incentives consist of an individual component and two corporate performance components, as outlined above.

For the fiscal year ended December 31, 2016 awards under our Annual Bonus Program for our CEO and CFO were calculated as follows:

<p>100% of Base Salary (for CEO) or 75% of Base Salary (for CFO)</p>	X	<p>(Individual performance measure 20% weighting Performance can range from 0 to 0.4, with target performance of 0.2</p>	+	<p>Adjusted EBITDA performance measure 40% weighting Performance can range from 0 to 0.8, with target performance of 0.4</p>	+	<p>Total Subscription Revenue performance measure 40% weighting Performance can range from 0 to 0.8, with target performance of 0.4)</p>	=	<p>Annual Bonus Payout</p>
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Performance that over-achieves targeted levels will result in payouts above targeted levels. The total annual bonus is limited in the case of the CEO to two times his base salary and for the CFO to 1.5 times his base salary. Our Annual Bonus Program is administered by the Compensation Committee. Our Board of Directors reviewed and approved the bonus payouts on February 28, 2017.

The Compensation Committee applied the following principles and components in determining the bonus payouts for fiscal 2016:

A. Individual Performance Measure

Individual performance was assessed on a discretionary basis by the Compensation Committee. In assessing performance, the Compensation Committee considered the NEO’s support of general corporate objectives as well as his individual contributions and performance. The individual performance measure accounted for up to 20% of the

total annual bonus opportunity for the CEO and CFO, and up to 50% of the total annual bonus opportunity for other NEOs.

B. Adjusted EBITDA Performance Measure

The Adjusted EBITDA performance measure accounts for up to 40% of the total annual bonus opportunity for the CEO and CFO, and up to 25% of the total annual bonus opportunity for other NEOs. Adjusted EBITDA is defined as profit adjusted to exclude the impact of our formerly outstanding redeemable preferred shares, our equity compensation plans, income tax expense, depreciation, foreign exchange loss (gain) and net financing (income) expense. The targeted Adjusted EBITDA for a given year is established by the Board of Directors, upon recommendation from the Compensation Committee. In order to be eligible for a bonus for fiscal 2016, the Company's actual Adjusted EBITDA had to meet a minimum of 70% of the targeted Adjusted EBITDA. This component of the bonus then scales up based on the percentage of targeted Adjusted EBITDA actually achieved, with the maximum for this component being realized at 150% of targeted Adjusted EBITDA. The rate of scale-up accelerates once actual Adjusted EBITDA exceeds 100% of targeted Adjusted EBITDA.

C. Total Subscription Revenue Performance Measure

The Subscription Revenue performance measure accounts for up to 40% of the total annual bonus opportunity for the CEO and CFO, and up to 25% of the total annual bonus opportunity for other NEOs. "Subscription Revenue" refers to fees for provision of the Company's RapidResponse[®] as software as a service ("SaaS") in a hosted/cloud environment. The targeted Subscription Revenue is determined by the Board of Directors, upon recommendation from the Compensation Committee. In order for any bonus to be payable based on this measure for fiscal 2016, our actual Subscription Revenue had to meet a minimum of 95% of the targeted Subscription Revenue. This component of the bonus then scales up based on the percentage of targeted Subscription Revenue actually achieved, with the maximum for this component being realized at 105% of targeted Subscription Revenue. The rate of scale-up accelerates once actual Subscription Revenue exceeds 100% of targeted Subscription Revenue.

Target performance measures are intended to be difficult to achieve but attainable. Levels above target are intended to be "stretch" targets and to be very difficult to achieve.

Jeffrey Johnson, former Executive Vice-President, Global Field Operations, had a 2016 sales incentive plan with a target commission of \$275,000, of which \$180,000 was based on product sales and the remainder is based on services business. Commissions are earned for in-term configuration expansion by customers and end-of-term configuration expansion on renewal, as well as for sales to new customers.

David Kelly has a 2016 bonus incentive plan with a target bonus of \$150,000, of which \$127,500 was based on professional services revenue and the remainder is based on professional services margin. Bonuses are earned for the delivery of professional services to customers, as well as the margin earned on these services.

The Board maintains the discretion at all times to grant discretionary bonuses, including in the context of acquisitions, to modify, amend or terminate short-term incentive programs and/or to deviate from the plans or grant individual exceptions. In the event of a termination of an NEO for any reason, other than for "Cause" or resignation without "Good Reason", each NEO is paid his or her accrued bonus entitlement calculated as follows: 100% of base salary for Mr. Sicard and 75% of base salary for Mr. Monkman, pro-rated for the number of completed months worked in the year.

For fiscal 2016, Subscription Revenue exceeded overall internal targets. The Adjusted EBITDA overall internal target was not fully achieved.

The Company does not disclose specific Adjusted EBITDA or Subscription Revenue performance measures because it considers that the information about these specific targets would place it at a significant disadvantage if the targets became known. The targets are set as part of the Company's annual budget and strategic planning process and disclosure of these targets would expose the Company to serious prejudice and negatively impact its competitive advantage in the market.

Long-Term Incentive

We believe that equity-based awards allow us to reward senior executive officers for their sustained contributions to us and align their interests with those of our long-term shareholders. We also believe that equity awards incentivize employee continuity and retention. The Company's long-term incentives are designed to motivate and reward executives for their contributions to our long-term success in accordance with the Company's compensation objectives and philosophy.

On August 31, 2015 we adopted an employee share purchase plan (the "**ESPP**"). Under the ESPP, our employees have the opportunity to contribute a percentage of their eligible earnings to the plan, generally through payroll deduction. Eligible earnings are defined as basic earnings only, and exclude certain amounts such as commissions, bonuses and stock option benefits. The amount of eligible earnings that may be contributed by an individual participant is capped at 10% of the participant's eligible earnings. We make a monthly cash contribution to the participant's account in an amount equal to 20% of the participant's contribution. The employee's personal contribution and our 20% matching contribution are used by the plan administrator to make market purchases of Kinaxis' shares. Shares purchased with the employer portion of the contribution are subject to certain restrictions on resale. The ESPP does not involve the issuance from treasury or potential issuance from treasury of any of our securities. The purpose of the ESPP is to provide a benefit to our employees that is aligned with shareholders' interests.

We have adopted various stock option plans and, in conjunction with the closing of the IPO, the Share Unit Plan to provide long-term equity incentives. Our Board of Directors believes that options to purchase Common Shares, and grants under the Share Unit Plan, provide management with a strong incentive to enhance our long-term performance and the creation of shareholder value. The Compensation Committee determines the grant size and terms of awards for our NEOs to be recommended to our Board of Directors, taking into account, among other things, previous grants of options and other equity incentives.

We currently have options outstanding under the 2012 Plan as well as options outstanding under a stock option plan established in 2010 (the "**2010 Plan**"). There are no more outstanding options under the stock option plan established in 2000 (the "**2000 Plan**"). The 2012 Plan, the 2010 Plan and the 2000 Plan are collectively referred to as the "**Old Option Plans**". As of the date hereof, an aggregate of 2,136,601 options are outstanding under the Old Option Plans (with a weighted average exercise price of C\$35.29 and a remaining life of 7.72 years). Following adoption of the 2012 Plan, the Board ceased granting options under the 2010 Plan and the 2000 Plan, and provided the New Stock Option Plans are ratified and approved at the Meeting, the Board intends to cease granting options under the 2012 Plan.

In conjunction with the closing of the Company's IPO, we established the Share Unit Plan. The Share Unit Plan provides for the grant of share units ("**Share Units**"), consisting of restricted share units (RSUs), performance share units (PSUs) and deferred share units (DSUs). The maximum aggregate number of Common Shares issuable from treasury by Kinaxis pursuant to the Share Unit Plan is 750,000. This maximum number is subject to adjustment for changes in the number of Common Shares outstanding through subdivision, consolidation, reclassification, amalgamation, merger or otherwise. As of the date hereof, an aggregate of 100,031 RSUs, no PSUs and 37,862 DSUs are outstanding under the Share Unit Plan, which leaves 454,718 shares available for future issuance of Share Units.

No award may be made to our insiders under the New Stock Option Plans (if they are approved and ratified at the Meeting), the 2012 Plan or the Share Unit Plan if such award would result in: (i) the number of Common Shares issued from treasury to insiders (excluding Common Shares issued to insiders prior to the closing of the IPO) pursuant to such plans, together with all of our other share compensation arrangements, within any one year period, exceeding 10% of the outstanding Common Shares, or (ii) the number of Common Shares issuable to insiders pursuant to vested Share Units together with the number of Common Shares issuable to insiders at any time pursuant to options granted under the Old Option Plans, the 2012 Plan, the New Stock Option Plans and all of our other security-based compensation arrangements exceeding 10% of the outstanding Common Shares. When used in this paragraph, the terms "insiders" and "security-based compensation arrangement" have the meanings ascribed thereto in the Toronto Stock Exchange ("**TSX**") rules for this purpose. Securities issued pursuant to security-based compensation arrangements prior to the IPO are not be counted toward these thresholds.

New Canadian Resident Plan

At the Meeting, the Shareholders will be asked to consider and, if deemed appropriate, adopt a resolution ratifying and approving the New Canadian Resident Plan under which options may be granted to directors, officers, employees and consultants of the Company who reside in Canada. Please refer to the additional information under the heading “*New Stock Option Plans*” in this Management Information Circular.

New Non-Canadian Resident Plan

At the Meeting, the Shareholders will be asked to consider and, if deemed appropriate, adopt a resolution) ratifying and approving the New Non-Canadian Resident Plan under which options may be granted to directors, officers, employees and consultants of the Company who reside in Canada. Please refer to the additional information under the heading “*New Stock Option Plans*” in this Management Information Circular.

Old Option Plans

Options were granted under the Old Option Plans to our employees, directors, officers and consultants. All options granted under the 2000 Plan, to the extent not exercised expired on or before December 29, 2015 and, as a result there are no further options outstanding under the 2000 Plan. Since March 3, 2017, no options have been granted or are permitted to be granted under the Old Option Plans. Our Board of Directors is responsible for administering the 2010 Plan and 2012 Plan, and the Compensation Committee makes recommendations to our Board of Directors in respect of matters relating to the 2010 Plan. As of the date hereof, there are an aggregate of 2,136,601 Common Shares reserved for issuance upon exercise of outstanding options granted under the 2010 Plan and 2012 Plan.

Share Unit Plan

In conjunction with the closing of our IPO, our Board of Directors adopted the Share Unit Plan as part of our long-term incentive compensation arrangements available for our NEOs, other executive officers, key employees and non-employee directors. The Share Unit Plan is administered by the Compensation Committee, and the Compensation Committee makes recommendations to the Board of Directors in relation to the Share Unit Plan and to awards of Share Units under the plan.

Whether Share Units are awarded as RSUs, PSUs or DSUs is determined by the Board of Directors or the Compensation Committee. RSUs vest based on the passage of time (generally in three annual increments), PSUs vest based on performance criteria as determined by the Board of Directors or Compensation Committee, and DSUs do not vest under any circumstances until the participant’s termination of service.

Each vested Share Unit entitles the participant to receive, at our discretion, one Common Share or its cash equivalent.

Settlement of vested Share Units is effected by delivering Common Shares acquired in the open market and/or issued from treasury, or by making a cash payment equal to the number of Share Units multiplied by the volume weighted average trading price of the Common Shares on the TSX for the five trading days preceding the settlement date, or by a combination of these methods. The manner of settlement for RSUs and PSUs is elected by the Compensation Committee in its sole discretion. DSUs must be settled by issuing Common Shares to the participant, provided that the participant in its sole discretion may elect to receive payment in cash in lieu of Common Shares.

Generally, RSUs and PSUs expire on the business day preceding December 31 of the third calendar year following the first year in which the participant rendered services in respect of the grant of the Share Units.

Awards granted to a participant that do not vest in accordance with the Share Unit Plan will be forfeited by the participant and cancelled without payment, and the participant will have no further right in such awards.

Holders of RSUs are entitled to accelerated vesting on certain events, including termination of service by reason of death, disability, retirement, or in the case of RSUs granted to non-employee directors, any reason other than

termination for breach of fiduciary duty. Any accelerated vesting of PSUs on termination of service will be determined by the Compensation Committee on the award of the PSUs and may vary depending on the specific nature of the performance-based vesting condition. All Share Units terminate if a Participant's employment or service terminates by reason of termination for Cause (as defined in the Share Unit Plan) or for breach of fiduciary duty.

The following table describes the impact of certain events upon the rights of holders of RSUs under the Share Unit Plan:

<u>Event</u>	<u>Provisions</u>
Termination without cause	Forfeiture of all unvested RSUs Earlier of 120 days after termination or December 31 of calendar year in which termination occurred to settle vested RSUs
Retirement	Immediate vesting of RSUs outstanding on date of event Vested RSUs to be settled as soon as practicable, and in any event, by no later than December 31
Death or disability	Immediate vesting of RSUs outstanding on date of event Earlier of 120 days after termination or December 31 of calendar year in which termination occurred to settle vested RSUs
Termination for cause or breach of fiduciary duty (non-employee director)	Forfeiture of all RSUs (both vested and unvested)
All other termination events (non-employee director)	Immediate vesting of RSUs outstanding on date of event Earlier of 120 days after termination or December 31 of calendar year in which termination occurred to settle vested RSUs
All other termination events (participant that is not a non-employee director)	Forfeiture of all RSUs (both vested and unvested)

The following table describes the impact of certain events upon the rights of holders of PSUs and DSUs under the Share Unit Plan:

<u>Event</u>	<u>Provisions</u>
Termination for cause or breach of fiduciary duty	Forfeiture of all PSUs (both vested and unvested) and DSUs
All other termination events	Immediate vesting of PSUs as determined by the Board of Directors or the Compensation Committee at the date of grant and set forth in the participant's grant agreement Immediate vesting of DSUs outstanding on the date of event Earlier of 120 days after termination or December 31 of calendar year in which termination occurred to settle vested PSUs and DSUs

Awards granted to a participant that do not vest in accordance with the Share Unit Plan as described above will be forfeited by the participant and cancelled without payment, and the participant will have no further right in such awards.

Subject to obtaining any requisite approval from the TSX or other regulatory authority, our Board of Directors may take any one or more actions relating to Share Units including, without limitation, accelerating vesting, substituting

similar securities of any acquirer for Share Units, providing for the continuation or assumption of Share Units by any acquirer, and/or other action as the Board deems fair and reasonable in the circumstances where a Corporate Event (as defined below) occurs. A “Corporate Event” is: (i) a merger, amalgamation, consolidation, reorganization or arrangement of Kinaxis with or into another corporation (other than a merger, amalgamation, consolidation, reorganization or arrangement of Kinaxis with one or more of its subsidiaries); (ii) the acquisition of all or substantially all of the outstanding Common Shares pursuant to a take-over bid; (iii) the sale of all or substantially all of the Company’s assets; or (iv) any other acquisition of our business as determined by the Board of Directors.

Benefits

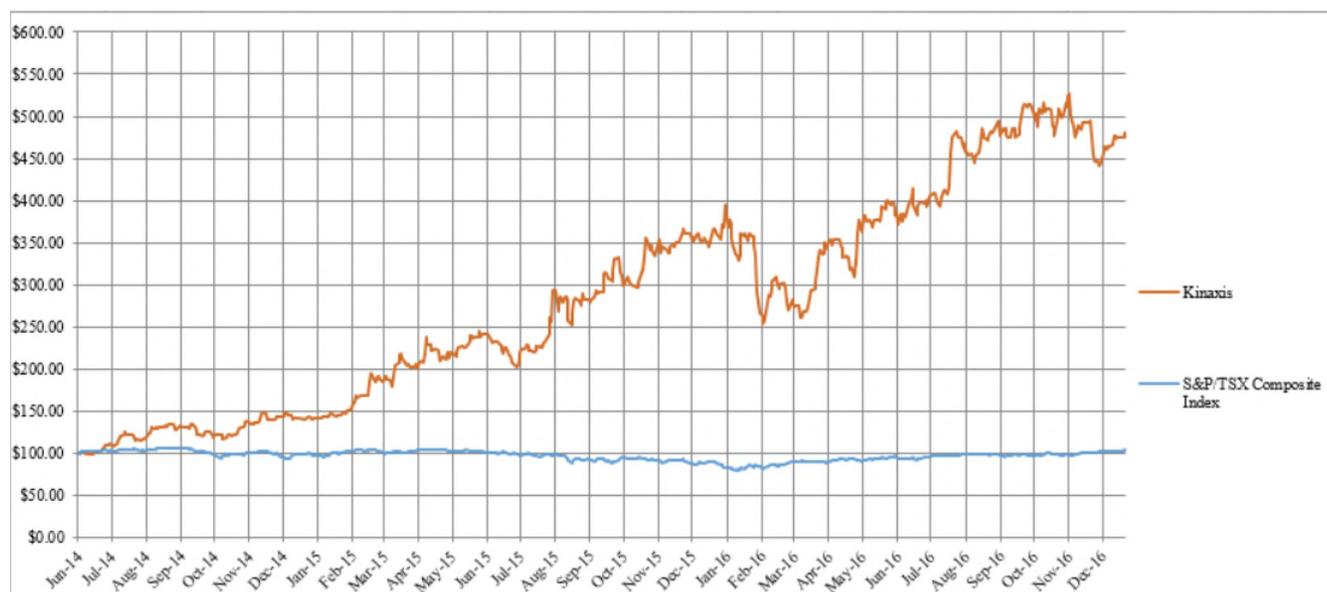
The Company offers certain benefits to all of its employees, including its NEOs, covering health, life and accident insurance by means of group insurance plans. Some benefits increase in proportion with salary and scope of responsibilities. We have RRSP and 401K programs that are open to all our U.S. and Canadian employees, respectively after twelve months of employment. Under this program, we provide a matching contribution based on a maximum of 3% of the employee’s salary, capped at \$3,500 for U.S. employees and Cdn\$3,500 for Canadian employees.

Compensation Risk Management

As part of their review of our executive compensation for fiscal 2016, our Board of Directors and the Compensation Committee considered the implications of the risks associated with our compensation policies and practices, including as to whether or not they could encourage an executive officer or an employee at a principal business unit or division to take inappropriate or excessive risks. Our Board of Directors and the Compensation Committee believe that the compensation structure for our fiscal year ended December 31, 2016, as well as compensation policies and practices for the fiscal year ending December 31, 2017, constitute a well-balanced mix of base salary, short-term incentive and long-term incentive. The compensation structure also applies maximums to short-term incentive payouts. Accordingly, our Board of Directors and the Compensation Committee have not, after consideration, identified any risks arising from our compensation policies and practices that are reasonably likely to have a material adverse effect on us.

Performance Graph

The following graph compares the total cumulative return of a shareholder who invested \$100 in Kinaxis’ Common Shares at June 10, 2014 (the date Kinaxis became a public company) to December 31, 2016, with the total cumulative return of \$100 on the S&P/TSX Composite Index since June 10, 2014.



No element of our executive compensation program is directly correlated to the Company's share price, and therefore the executives' compensation may not directly compare to the trend shown above.

Summary Compensation Table

The following table sets out information concerning NEO compensation for the fiscal years ended December 31, 2016, 2015 and 2014.

Name and principal position	Fiscal year	Salary (US\$)	Share-based awards (US\$) ⁽¹⁾	Option-based awards (US\$) ⁽²⁾	Non-equity incentive plan compensation (US\$)		Pension value (US\$)	All other compensation (US\$) ⁽⁴⁾	Total compensation (US\$)
					Annual incentive plans ⁽³⁾	Long-term incentive plans			
John Sicard, President and Chief Executive Officer	2016	264,191 ⁽⁵⁾	631,828	—	331,357 ⁽⁶⁾	—	—	2,642	1,230,018
	2015	234,650 ⁽⁵⁾	347,020	2,485,274	283,447 ⁽⁶⁾	—	—	2,737	3,353,128
	2014	271,674 ⁽⁵⁾	—	313,800	282,757 ⁽⁶⁾	—	—	3,170	871,401
Richard Monkman, Chief Financial Officer, Vice-President Corporate Services	2016	226,449 ⁽⁵⁾	379,097	—	227,980 ⁽⁶⁾	—	—	5,812	839,338
	2015	222,428 ⁽⁵⁾	347,020	994,109	269,668 ⁽⁶⁾	—	—	4,388	1,837,613
	2014	249,034 ⁽⁵⁾	357,300	313,800	259,193 ⁽⁶⁾	—	—	3,170	1,182,497
Jack Noppé, Chief Technology Officer ⁽⁷⁾	2016	172,943 ⁽⁵⁾	—	497,055	56,742 ⁽⁶⁾	—	—	—	726,740
	2015	—	—	—	—	—	—	—	—
	2014	—	—	—	—	—	—	—	—
David Kelly, Executive Vice President, Professional Services ⁽⁸⁾	2016	250,000	—	—	130,437	—	—	3,500	383,937
	2015	250,000	—	124,264	213,289	—	—	3,500	591,053
	2014	146,792	—	766,000	87,500	—	—	1,896	1,002,188
Jeffrey Johnson, Executive Vice-President, Global Operations ⁽⁹⁾	2016	300,000	252,731	—	587,156	—	—	9,500	1,149,387
	2015	275,004	347,020	497,055	230,719	—	—	6,358	1,356,156
	2014	275,004	—	313,800	269,013	—	—	3,500	861,317

(1) Represent a grant of 58,588 RSUs on February 17, 2016 (2015 – 95,000; 2014 – 80,000). Assumes an award date fair value per RSU equal to \$34.93 (2015 - \$17.35; 2014 – \$11.91). See “Executive Compensation – Compensation Discussion and Analysis – Elements of Compensation – Long-Term Incentive”. Each vested RSU entitles the participant to receive, at our discretion, one Common Share or its cash equivalent.

(2) Represents the value of options granted to the NEOs. The fair value of each option was determined on the date of grant using a Black-Scholes option pricing model. In the pricing model the following parameters were used for the year ending December 31, 2016: (i) a weighted average risk free interest rate of 1.16% (2015 – 1.64%; 2014 – 1.98%); (ii) weighted average volatility of 41% (2015 – 40%; 2014 – 46%); (iii) and dividends of nil (2015 – nil; 2014 – nil). These amounts are not necessarily reflective of actual amounts that may be realized on exercise.

(3) Represents amounts earned during the years ended December 31, 2016, 2015 and 2014 pursuant to the Company's Bonus Programs. In the case of Mr. Johnson, this represents the sales incentive plan for the 2016, 2015 and 2014 year and, in the case of Mr. Kelly the 2016, 2015 and 2014 professional services bonus plan. A total of \$481,109 of the earned amount of the annual incentive plan had been paid out as of December 31, 2016. The remainder will be paid in 2017 per the terms of the sales and bonus incentive plans.

(4) Represents our match for employee RRSP/401K contribution and ESPP plan. The RRSP/401K program is open to all our U.S. and Canadian employees after twelve months of employment, and the match is based on a maximum of 3% of the employee's salary, capped at \$3,500 for U.S. employees and Cdn\$3,500 for Canadian employees. The ESPP program is open to all employees. A 20% match is made to the contribution of the employee. The contribution of the employee is capped at 10% of the participant's eligible earnings.

(5) Amounts are payable in Cdn\$, and amounts in the table are based on a conversion rate of Cdn\$1.00 to U.S. \$0.7548 (2015 – \$0.7821; 2014 – \$0.9055), being the average monthly exchange rate from January 1, 2016 to December 31, 2016. This is the exchange rate calculation methodology used by the Company's External Reporting Team.

(6) Amounts are payable in Cdn\$, and amounts in the table are based on a conversion rate of Cdn\$1.00 to U.S. \$0.7448 (2015 – \$0.7198; 2014 – \$0.8599), being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016. This is the exchange rate calculation methodology used by the Company's External Reporting Team.

(7) Mr. Noppé joined Kinaxis on January 7, 2016.

(8) Mr. Kelly joined Kinaxis on July 2, 2014.

(9) Mr. Johnson voluntarily resigned from Kinaxis effective January 31, 2017.

Outstanding Share-based Awards and Option-based Awards

The following table sets out, for each of the NEOs, information concerning all option-based and shares-based awards outstanding as of December 31, 2016. Amounts are stated in U.S. dollars unless otherwise indicated.

Name	Option-based Awards				Share-based Award		
	Number of securities underlying unexercised options(#)	Option exercise price (US\$)	Option expiration date	Value of unexercised in-the-money options (US\$) ⁽²⁾	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (US\$) ⁽³⁾	Market or payout value of vested share-based awards not paid out or distributed (US\$)
John Sicard	211,100	1.60	19-Jul-2021	9,488,523	23,334	1,086,151	—
	60,000	9.75	29-Jan-2024	2,207,880			
	250,000	33.75 ⁽¹⁾	21-Dec-2025	3,200,641			
Richard Monkman	1,000	3.20	31-Jan-2022	43,348	16,667	775,816	—
	12,500	3.20	12-Feb-2023	541,850			
	60,000	9.75	29-Jan-2024	2,207,880			
	100,000	33.75 ⁽¹⁾	21-Dec-2025	1,280,256			
Jack Noppé ⁽⁴⁾	50,000	33.75 ⁽¹⁾	21-Dec-2025	640,128	—	—	—
David Kelly ⁽⁵⁾	25,000	9.68 ⁽⁶⁾	2-Jun-2024	921,650	—	—	—
	37,500	13.26 ⁽⁷⁾	10-Nov-2024	1,248,417			
	12,500	33.75 ⁽¹⁾	21-Dec-2025	160,032			
Jeffrey Johnson ⁽⁸⁾	30,000	9.75	29-Jan-2024	1,103,940	13,334	620,671	—
	50,000	33.75 ⁽¹⁾	21-Dec-2025	640,128			

(1) The strike price per option is Cdn\$45.31, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.

(2) The value of unexercised in-the-money options is calculated based on the difference between the strike price of the option and the closing market price of the Company's Common Shares on December 31, 2016, being Cdn\$62.50 per share, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.

(3) The market or payout value of share-based awards that have not vested is calculated based on the closing market price of the Company's Common Shares on December 31, 2016, being Cdn\$62.50 per share, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016. The method of settlement of these share-based awards in cash or shares is at the sole discretion of the Board of Directors.

(4) Mr. Noppé joined Kinaxis on January 7, 2016.

(5) Mr. Kelly joined Kinaxis on July 2, 2014.

(6) The strike price per option is Cdn\$13.00, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.

(7) The strike price per option is Cdn\$17.80, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.

(8) Mr. Johnson voluntarily resigned from Kinaxis effective January 31, 2017.

Value Vested or Earned During the Year

The following table indicates, for each of the NEOs, a summary of the value of option-based and share-based awards vested or of non-equity incentive plan compensation during the fiscal year ended December 31, 2016.

Name	Option-based awards — Value vested during the year ended December 31, 2016⁽¹⁾ (US\$)	Share-based awards — Value vested during the year ended December 31, 2016⁽²⁾ (US\$)	Non-equity incentive plan compensation — Value earned during the year ended December 31, 2016⁽³⁾ (US\$)
John Sicard	356,276	689,269	331,357
Richard Monkman	620,924	995,647	227,980
Jack Noppé ⁽⁴⁾	—	—	56,742
David Kelly	744,762	—	130,437
Jeffrey Johnson ⁽⁵⁾	1,427,922	459,498	587,156

(1) The value of the vested option-based awards is calculated based on the closing market price of the Company's Common Shares on the date the options vested, converted to United States dollars based on the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on the vesting date. The amounts represent the difference between the exercise price of the options and the closing market price of the Company's Common Shares on the vesting date, converted into U.S. dollars.

(2) The value of the vested share-based awards is calculated based on the closing market price of the Company's Common Shares on the vesting date converted to United States dollars based on the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on the vesting date. The amounts represent the number of vested share-based awards multiplied by the closing market price of the Company's Common Shares on the vesting date, converted into U.S. dollars. The method of settlement of these share-based awards in cash or shares is at the sole discretion of the Board of Directors.

(3) Represents amounts earned during the years ended December 31, 2016, 2015 and 2014 pursuant to the Company's annual bonus plan. In the case of Mr. Johnson, this represents the sales incentive plan for the 2016, 2015 and 2014 year and, in the case of Mr. Kelly the 2016, 2015 and 2014 professional services bonus plan. A total of \$481,109 of the earned amount of the annual incentive plan had been paid out as of December 31, 2016. The remainder will be paid in 2017 per the terms of the sales and bonus incentive plans.

(4) Mr. Noppé joined Kinaxis on January 7, 2016.

(5) Mr. Johnson voluntarily resigned from Kinaxis effective January 31, 2017.

Employment Agreements and Termination and Change of Control Benefits

Each of our Named Executive Officers has entered into an employment agreement with us. Those employment agreements include provisions regarding base salary, annual bonuses, eligibility for long-term equity incentives, eligibility for benefits, confidentiality and ownership of intellectual property, among other things. Employment agreements with each of the CEO and CFO include non-competition covenants with terms of 18 months following termination of employment for any reason and by employer or employee, including but not limited to retirement or a Change of Control leading to termination of employment or resignation for good reason ("**Termination of Employment**").

In the event of any termination of employment, each of our NEOs would receive those entitlements that have accrued under their employment agreements during the term of their employment through to the date of termination. See the description of such entitlements above in the sections entitled "*Executive Compensation – Elements of Compensation*" and "*– Summary Compensation Table*". As noted above, accrued amounts will include accrued bonuses pro-rated to actual months worked, except that accrued bonuses will be forfeited in the case of termination for Cause or resignation without Good Reason. In addition to accrued amounts, the NEO will receive incremental amounts as detailed below.

John Sicard and Richard Monkman

The following is a description of entitlements, other than the basic accrued amounts discussed above, that would have been received by each of Mr. Sicard and Mr. Monkman, as of December 31, 2016, in the event of a Termination of Employment or a Change in Control, as set out in their respective employment agreements. With

respect Mr. Sicard, the description of entitlements below is subject to the discussion below under “*Transition Arrangements*”.

Termination for Cause: On a termination for cause, the options held by Mr. Sicard or Mr. Monkman granted under the 2012 Plan and the 2010 Plan would have been forfeited and ceased to be exercisable to any extent whatsoever. For options granted under the 2000 Plan, he would have had the standard 30-day post-service exercise period from the date of termination to exercise his vested options. If he held Share Units, on termination for cause his outstanding Share Units credited to his account would have been forfeited, regardless of whether or not they had vested on the date of termination.

Resignation: Mr. Sicard or Mr. Monkman would have been required to give 90 days prior written notice of resignation. We could have decided to pay out the 90-day notice period instead of requiring working notice. Upon a resignation, his options would have ceased to vest and he would have had the standard 30-day post-service exercise period from the date of termination to exercise his vested options. If he held RSUs, on resignation his outstanding RSUs credited to his account would have been forfeited. If he held PSUs on resignation, the vesting of such PSUs would have been as determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout. If he held DSUs, all DSUs would have immediately vested and the holder would have been entitled to payment.

Termination Without Cause or For Good Reason (Without a Change of Control): If Mr. Sicard or Mr. Monkman was terminated without Cause or terminated his own employment “for Good Reason” (as defined in his employment agreement) without a “Change of Control” (as defined in his employment agreement), he would also be entitled to: (i) payment of 18 months base salary; (ii) up to 18 months of benefits continuance; and (iii) a payment correlated to his annual bonus entitlement. In the case of (iii), Mr. Monkman and Mr. Sicard would have been entitled to an amount equal to 112.5% of their base salaries. All options and any RSUs or other Share Units held by the NEO that would otherwise have vested during the 18 months immediately after the date of termination would have been deemed to have vested and the NEO would have had 90 days to exercise his vested options. All vested Share Units would have been subject to payout.

Termination Without Cause or For Good Reason (After a Change of Control): If Mr. Sicard or Mr. Monkman was terminated without Cause or terminated his own employment for Good Reason (as defined his employment agreement) after a Change of Control, his entitlements with respect to his accrued amounts, 18 months of base salary, benefits continuance and payments correlated to annual bonus entitlements would have been the same as those for a termination without Cause or for Good Reason without a Change of Control, as summarized above. However, all options, RSUs and other Share Units held by him would have immediately vested, and he would have had 180 days from the date of termination to exercise his vested options. All vested Share Units would have been subject to payout.

Disability: If Mr. Sicard or Mr. Monkman was terminated by reason of disability (as defined in his employment agreement), he would have been entitled to salary continuance equal to 18 months base salary, less any disability benefits received. His options would have ceased to vest and he would have had a 180-day post-service exercise period from the date of termination to exercise his vested options. If he held RSUs or DSUs, all of his outstanding RSUs and DSUs would have immediately vested and have been subject to payout. If he held PSUs, the vesting of such PSUs would have been as determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout.

Jack Noppé

The following is a description of entitlements, other than the basic accrued amounts discussed above, that would have been received by Mr. Noppé as of December 31, 2016, in the event of a Termination of Employment, as set out in his employment agreement. There are no change of control provisions in Mr. Noppé’s employment agreement.

Termination for Cause: On a termination for cause, Mr. Noppé’s options granted under the 2012 Plan would have been forfeited and would have ceased to be exercisable to any extent whatsoever. If he held Share Units, on termination for cause his outstanding Share Units credited to his account would have been forfeited, regardless of whether or not they had vested on the date of termination.

Resignation: Upon a resignation, Mr. Noppé would have been required to give four weeks' prior written notice of resignation. We could have decided to pay out the four weeks' notice period instead of requiring working notice. Upon a resignation, his options would have ceased to vest and he would have had the standard 30-day post-service exercise period from the date of termination to exercise his vested options. If he held RSUs, on resignation his outstanding RSUs credited to his account would have been forfeited, regardless of whether or not they had vested on the date of termination. If he held PSUs, on resignation the vesting of such PSUs would have been as determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout. If he held DSUs, all DSUs would have immediately vested and the holder would have been entitled to payment.

Termination Without Cause: If Mr. Noppé was terminated without Cause he would have been entitled to four weeks' notice or payment in lieu of notice equal to four weeks' notice. He would have had the standard 30-day post-service exercise period from the date of termination to exercise his vested options. All vested RSUs would have been subject to payout. If he held PSUs on termination, the vesting of such PSUs would have been determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout. If he held DSUs, all DSUs would have immediately vested and the holder would be entitled to payment.

Disability: If Mr. Noppé was terminated by reason of disability (as defined in his employment agreement), he would have been entitled to the minimum notice (or pay in lieu) and minimum severance (or pay in lieu) to which he was entitled under applicable law. His options would have ceased to vest and he would have had a 180-day post-service exercise period from the date of termination to exercise his vested options. If he held RSUs or DSUs, all of his outstanding RSUs and DSUs would have immediately vested and be subject to payout. If he held PSUs, the vesting of such PSUs would have been as determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout.

David Kelly

The following is a description of entitlements, other than the basic accrued amounts discussed above, that would have been received by Mr. Kelly as of December 31, 2016, in the event of a Termination of Employment, as set out in his employment agreement. There are no change of control provisions in Mr. Kelly's employment agreement.

Termination for Cause: On a termination for cause, Mr. Kelly's options granted under the 2012 Plan would have been forfeited and would have ceased to be exercisable to any extent whatsoever. If he held Share Units, on termination for cause his outstanding Share Units credited to his account would have been forfeited, regardless of whether or not they had vested on the date of termination.

Resignation: Upon a resignation, Mr. Kelly's options would have ceased to vest and he would have had the standard 30-day post-service exercise period from the date of termination to exercise his vested options. If he held RSUs, on resignation his outstanding RSUs credited to his account would have been forfeited, regardless of whether or not they had vested on the date of termination. If he held PSUs, on resignation the vesting of such PSUs would have been as determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout. If he held DSUs, all DSUs would have immediately vested and the holder would have been entitled to payment.

Termination Without Cause: If Mr. Kelly was terminated without Cause he would have had the standard 30-day post-service exercise period from the date of termination to exercise his vested options. All vested RSUs would have been subject to payout. If he held PSUs on termination, the vesting of such PSUs would have been determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout. If he held DSUs, all DSUs would have immediately vested and the holder would be entitled to payment.

Disability: If Mr. Kelly was terminated by reason of disability (as defined in his employment agreement), he would have been entitled to the minimum notice (or pay in lieu) and minimum severance (or pay in lieu) to which he was entitled under applicable law. His options would have ceased to vest and he would have had a 180-day post-service exercise period from the date of termination to exercise his vested options. If he held RSUs or DSUs, all of his outstanding RSUs and DSUs would have immediately vested and be subject to payout. If he held PSUs, the vesting of such PSUs would have been as determined by the Board at the time of grant, in its sole discretion, and vested PSUs would have been subject to payout.

Jeffrey Johnson

Effective January 31, 2017, Mr. Johnson voluntarily resigned as Executive Vice-President, Global Field Operations of the Company following a 90-day notice period. Upon resignation, his options ceased to vest and he had the standard 30-day post-service exercise period from the date of termination to exercise any vested options. Any RSUs credited to Mr. Johnson's account were forfeited regardless of whether or not they had vested on the date of termination, and Mr. Johnson did not hold any PSUs or DSUs at that time. Upon resignation, the Company paid Mr. Johnson's accrued bonus and commissions owed in accordance with his sales incentive plan.

Treatment of Options, RSUs and PSUs Upon a Change in Control

Under the terms of the 2012 Plan and the Share Unit Plan, the Board has the discretion to accelerate the vesting of options or RSUs and PSUs, as applicable, in connection with a Change in Control (as defined in such plans).

Under the terms of the 2010 Plan, immediately prior to a Change in Control (as defined in the 2010 Plan), 50% of each unvested option will vest and become exercisable. In addition, if an NEO is terminated following a Change of Control without Cause (as defined in the 2010 Plan), all of his or her options under the 2010 Plan will vest and become exercisable.

Options are not affected by a change of employment or office or consulting arrangement within or among Kinaxis and its subsidiaries for so long as the NEO continues to be a consultant, officer, director or employee of Kinaxis or one of its subsidiaries.

Incremental Payments

The following table sets out the incremental payments that would be made to our NEOs assuming a termination event took place on December 31, 2016. If no incremental payments would be made for a particular termination event, the event has not been included in the table below.

Name	Event	Severance (US\$)	Share Units (US\$)	Options (US\$)	Total (US\$)
John Sicard, President and Chief Executive Officer	Termination Without Cause or For Good Reason (Without a Change of Control)	704,397	698,267	2,704,260	4,106,924
	Termination Without Cause or For Good Reason (After a Change of Control)	704,397	1,086,151	4,304,581	6,095,129
	Disability	396,286	1,086,151	—	1,482,437
Richard Monkman, Chief Financial Officer Vice-President Corporate Services	Termination Without Cause or For Good Reason (Without a Change of Control)	605,155	543,076	2,014,993	3,163,224
	Termination Without Cause or For Good Reason (After a Change of Control)	605,155	775,816	2,655,121	4,036,092
	Disability	339,674	775,816	—	1,115,490
Jack Noppé, Chief Technology Officer	Termination Without Cause or For Good Reason (Without a Change of Control)	13,355	—	—	13,355
	Termination Without Cause or For Good Reason (After a Change of Control)	13,355	—	—	13,355
	Disability	13,355	—	—	13,355
David Kelly, Executive Vice President, Professional Services	Termination Without Cause or For Good Reason (Without a Change of Control)	—	—	—	—
	Termination Without Cause or For Good Reason (After a Change of Control)	—	—	—	—
	Disability	—	—	—	—
Jeffrey Johnson, Executive Vice-President, Global Operations	Termination Without Cause or For Good Reason (Without a Change of Control)	450,000	465,527	1,424,004	2,339,531
	Termination Without Cause or For Good Reason (After a Change of Control)	450,000	465,527	1,424,004	2,339,531
	Disability	—	620,671	—	620,671

DIRECTOR COMPENSATION

The Compensation Committee reviews directors' compensation periodically. In determining directors' remuneration, the Compensation Committee reviews compensation practices for directors of other public companies and from time to time makes recommendations to the Board of Directors regarding director compensation. Our directors' compensation program is designed to attract and retain qualified individuals to serve on our Board of Directors. Our Board of Directors has accordingly developed a fee schedule for service as a non-employee director.

During the fiscal year ended December 31, 2016, John Sicard was not entitled to any compensation as a director. The other directors of the Company were entitled to be paid, as members of the Board of Directors, the following annual retainers:

Annual Retainer

Chair	
Cash Retainer	US\$60,000
Member of the Board	
Cash Retainer	US\$48,000

Directors are entitled to be reimbursed for reasonable travel and other expenses incurred by them in carrying out their duties as directors.

Directors are eligible to participate in our Share Unit Plan and have previously been eligible to participate in the 2012 Plan. Subject to the ratification and approval by the shareholders of the New Stock Option Plans at the Meeting, it is intended that all future grants of options to directors will be granted pursuant to the New Stock Option Plans. As a group, our independent directors currently hold unexercised options to purchase an aggregate of 853,600 Common Shares at prices ranging from US\$1.60 to US\$55.02. The options that have been granted to independent directors fully accelerate on a Change of Control transaction. After the completion of our IPO, long-term director compensation has shifted to grants of DSUs under the Share Unit Plan and all independent directors will be considered for grants of equity incentives.

Effective January 1, 2016, Mr. Colbeth voluntarily retired from his position as our President and CEO and he continued as non-executive Chair of the Board. For the year ended December 31, 2016, Mr. Colbeth received an annual fee of US\$60,000, subject to applicable deductions. Commencing January 1, 2017, Mr. Colbeth will be entitled to receive an annual fee of US\$96,000, subject to any applicable deductions, provided he remains in the position of Chair of our Board, or a pro-rata portion thereof for any partial year. To facilitate the transition following Mr. Colbeth's retirement, the Company entered into a contractor agreement with Mr. Colbeth (the "**Contractor Agreement**") pursuant to which he agreed to provide strategic consulting services to our Chief Executive Officer for a monthly fee of US\$5,000 and pre-approved travel and living expense at cost as incurred in accordance with applicable internal Company policies. The Contractor Agreement was effective January 1, 2016 and terminated in accordance with its terms on December 31, 2016. Mr. Colbeth is subject to a non-solicitation covenant until December 31, 2017 in accordance with the Contractor Agreement.

Director Compensation Table

The following table sets out information concerning director compensation (other than John Sicard, our President and CEO) for the year ended December 31, 2016.

Name and principal position	Fees earned (US\$)	Share-based awards (US\$) ⁽¹⁾	Option-based awards (US\$)	Non-equity incentive plan compensation (US\$)		Pension value (US\$)	All other compensation (US\$)	Total Compensation (US\$)
				Annual incentive plans	Long-term incentive plans			
Douglas Colbeth	60,000	98,995	—	—	—	—	—	158,995
John (Ian) Giffen ⁽²⁾	50,725	98,995	—	—	—	—	—	149,720
Howard Gwin ⁽²⁾⁽³⁾	31,703	98,995	—	—	—	—	—	130,698
Ronald Matricaria	48,000	98,995	—	—	—	—	—	146,995
Angel Mendez ⁽⁴⁾	48,000	98,995	273,439	—	—	—	—	420,434
Jill Denham ⁽⁵⁾	21,178	—	445,080	—	—	—	—	466,258
Robert Courteau ⁽⁶⁾	—	—	439,131	—	—	—	—	439,131

- (1) Represent a grant of 19,585 DSUs on February 17, 2016 (2015 – 9,000). Assumes an award date fair value per DSU equal to \$34.93. Each vested DSU entitles the participant to receive, at our discretion, one Common Share or its cash equivalent.
- (2) Fees earned are payable in Cdn\$ to Mr. Giffen, Mr. Gwin and Ms. Denham at a fixed conversion rate of Cdn\$1.00 to US\$0.7142 a rate set and approved by the Board of Directors for the 2016 year. Amounts in the table are based on a conversion rate of Cdn\$1.00 to U.S. \$0.7548 (2015 – \$0.7821; 2014 – \$0.9055), being the average monthly exchange rate from January 1, 2016 to December 31, 2016. This is the exchange rate calculation methodology used by the Company's External Reporting Team.
- (3) Mr. Gwin resigned from the Board effective August 11, 2016.
- (4) Mr. Mendez joined the Board effective January 6, 2016.
- (5) Ms. Denham joined the Board effective August 3, 2016.
- (6) Mr. Courteau joined the Board effective December 20, 2016.

Director Incentive Plan Awards

Outstanding Share-based Awards and Option-based Awards

The following table indicates, for each of the directors (other than our President and CEO), all awards outstanding as of December 31, 2016.

Name	Option-based Awards				Share-based Award		
	Number of securities underlying unexercised options(#)	Option exercise price (US\$) ⁽¹⁾	Option expiration date	Value of unexercised in-the-money options (US\$) ⁽¹⁾	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (US\$) ⁽²⁾	Market or payout value of vested share-based awards not paid out or distributed (US\$)
Douglas Colbeth	100,000	9.75	29-Jan-2024	3,679,800	15,584	725,404	—
John (Ian) Giffen	5,000	3.20	31-Jan-2022	216,740	6,917	321,973	—
	5,000	3.20	29-Jan-2023	216,740			
	10,000	9.75	29-Jan-2024	367,980			
Howard Gwin ⁽³⁾	—	—	—	—	—	—	—
Ronald Matricaria	60,000	9.75	26-Feb-2024	2,207,880	6,917	321,973	—
Angel Mendez ⁽⁴⁾	30,000	29.35 ⁽⁵⁾	22-Feb-2026	515,901	3,917	182,329	—
Jill Denham ⁽⁶⁾	30,000	46.03 ⁽⁷⁾	8-Aug-2026	15,417	—	—	—
Robert Courteau ⁽⁸⁾	30,000	45.07 ⁽⁹⁾	20-Dec-2026	44,239	—	—	—

- (1) The value of unexercised in-the-money options is calculated based on the difference between the strike price of the option and the closing market price of the Company's Common Shares on December 31, 2016, being Cdn\$62.50 per share, converted to United States dollars based

on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.

- (2) The market or payout value of share-based awards that have not vested is calculated based on the closing market price of the Company's Common Shares on December 31, 2016, being Cdn\$62.50 per share, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016. The method of settlement of these share-based awards in cash or shares is at the sole discretion of the Board of Directors.
- (3) Mr. Gwin resigned from the Board effective August 11, 2016.
- (4) Mr. Mendez joined the Board effective January 6, 2016.
- (5) The strike price per option is Cdn\$39.41, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.
- (6) Ms. Denham joined the Board effective August 3, 2016.
- (7) The strike price per option is Cdn\$61.81, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.
- (8) Mr. Courteau joined the Board effective December 20, 2016.
- (9) The strike price per option is Cdn\$60.52, converted to United States dollars based on a conversion rate of Cdn\$1.00 to US\$0.7448, being the closing exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on December 31, 2016.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table indicates, for each of the directors (other than our President and CEO), a summary of the value of option-based and share-based awards vested or of non-equity incentive plan compensation for the year ended December 31, 2016.

Name	Option-based awards — Value vested during the year ended December 31, 2016⁽¹⁾ (US\$)	Share-based awards — Value vested during the year ended December 31, 2016 (US\$)	Non-equity incentive plan compensation — Value earned during the year ended December 31, 2016 (US\$)
Douglas Colbeth	593,793	1,302,025	—
John (Ian) Giffen	153,949	—	—
Howard Gwin ⁽²⁾	153,949	314,934	—
Ronald Matricaria	287,501	—	—
Angel Mendez ⁽³⁾	—	—	—
Jill Denham ⁽⁴⁾	—	—	—
Robert Courteau ⁽⁵⁾	—	—	—

(1) The value of the vested option-based awards is calculated based on the closing market price of the Company's Common Shares on the date the options vested, converted to United States dollars based on the exchange rate reported by the Bank of Canada of one Canadian dollar into U.S. dollars on the vesting date. The amounts represent the difference between the exercise price of the options and the closing market price of the Company's Common Shares on the vesting date, converted into U.S. dollars.

- (2) Mr. Gwin resigned from the Board effective August 11, 2016.
- (3) Mr. Mendez joined the Board effective January 6, 2016.
- (4) Ms. Denham joined the Board effective August 3, 2016.
- (5) Mr. Courteau joined the Board effective December 20, 2016.

Indemnification and Insurance

Directors and officers participate in our director and officer insurance program. In addition, we have entered into indemnification agreements with our directors and officers. The indemnification agreements generally require that we indemnify and hold the indemnitees harmless to the greatest extent permitted by law for liabilities arising out of the indemnitees' service to us as directors and officers, if the indemnitees acted honestly and in good faith and in a manner the indemnitee reasonably believed to be in our best interests and, with respect to criminal and

administrative actions or proceedings that are enforced by monetary penalty, if the indemnitee had reasonable grounds to believe that his or her conduct was lawful. The indemnification agreements will also provide for the advancement of defence expenses to the indemnitees by us.

EQUITY COMPENSATION PLAN INFORMATION

The following table shows the total number of Common Shares to be issued upon the exercise of outstanding Options and the vesting of outstanding RSUs (assuming all RSUs are settled through the issuance of Common Shares from treasury) under all of Kinaxis' equity-based compensation plans, their weighted average exercise price, and the number of Common Shares available for future issuance as of December 31, 2016.

Plan Category	Number of Common Shares to be issued upon the exercise of outstanding options, warrants and rights (#)	Weighted-average exercise price of outstanding options, warrants and rights (CAD\$)	Weighted-average exercise price of outstanding options, warrants and rights (US\$)	Number of Common Shares remaining available for future issuance under equity compensation plans (excluding shares issuable under outstanding options, warrants and rights) (#)
Equity compensation plans approved by securityholders	Options: 2,459,872 RSUs: 70,728	Options: \$28.70 RSUs: N/A	Options: \$21.42 RSUs: N/A	Options: 488,264 ⁽¹⁾ RSUs: 516,412

- (1) The 2012 Plan provides that the number of Common Shares reserved for issuance will increase on each one year anniversary of the date on which our Common Shares become listed on the TSX (being June 10, 2014) by the lesser of: (i) that number of Common Shares equal to 3% of the issued and outstanding Common Shares on the applicable anniversary date; and (ii) 900,000 Common Shares; provided that the aggregate number of Common Shares reserved for issue in respect of un-granted options after giving effect to such increase shall not exceed 8% of the issued and outstanding Common Shares on the applicable anniversary date. Subject to the shareholders, ratifying and approving the New Stock Option Plans at the Meeting, the Board intends to cease granting options under the 2012 Plan.

INTEREST OF MANAGEMENT AND INFORMED PERSONS IN MATERIAL TRANSACTIONS

To our knowledge, no director, executive officer or any of their respective associates or affiliates, or any informed persons of the Company as defined by National Instrument 51-102 – *Continuous Disclosure Obligations* has any material interest, either direct or indirect, in any transaction within the three years prior to the date of this Management Information Circular, or any proposed transaction, that has materially affected or is reasonably expected to materially affect us or any of our subsidiaries.

INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND EMPLOYEES

As of May 11, 2017, none of our directors, executive officers, employees, former directors, former executive officers or former employees, and none of their associates, is indebted to us or another entity whose indebtedness is the subject of a guarantee, support agreement, letter of credit or similar agreement or understanding provided by us, except for routine indebtedness as defined under applicable securities legislation.

CORPORATE GOVERNANCE

The Canadian Securities Administrators have issued corporate governance guidelines pursuant to National Policy 58-201 (“NP 58-201”) together with certain related disclosure requirements pursuant to NI 58-101. The corporate governance guidelines set forth in NP 58-201 are recommended as “best practices” for issuers to follow. Kinaxis recognizes that good corporate governance plays an important role in its overall success and in enhancing shareholder value and, accordingly, has adopted certain corporate governance policies and practices which are reflective of the recommended corporate governance guidelines.

Set out below is the disclosure required by NI 58-101 which describes Kinaxis' approach to corporate governance in relation to the corporate governance guidelines set forth in NP 58-201.

Board of Directors

Overview

Our articles provide for a minimum of three and a maximum of ten directors. The articles also provide that the Board of Directors has the power to set the number of directors within the minimum and maximum number. In addition, in accordance with the Canada Business Corporations Act (the "CBCA"), the Board of Directors may appoint one or more additional directors who shall hold office until the close of the next annual meeting of shareholders, provided that the total number of directors so appointed may not exceed one-third of the number of directors elected at the previous annual meeting of shareholders.

Our Board of Directors is currently comprised of seven directors: Douglas Colbeth, John Sicard, Angel Mendez, John (Ian) Giffen, Ronald Matricaria, Jill Denham and Robert Courteau. Certain members of our Board of Directors are also members of the board of directors of other public companies. See "Proposed Nominees for Election as Directors – Information on Proposed Nominees".

Our Board of Directors is responsible for supervising the management of our business and affairs. Our Board has adopted a formal mandate setting out its stewardship responsibilities, including its responsibilities for the appointment of management, management of our Board, strategic and business planning, monitoring of financial performance, financial reporting, risk management and oversight of our policies and procedures, communications and reporting and compliance. A copy of the mandate of our Board of Directors is attached as Appendix E to this Management Information Circular (the "Mandate of the Directors").

Our Board of Directors has established an Audit Committee, a Compensation Committee and a Nominating and Governance Committee and has approved charters for each of these committees, which are described below. Our Board of Directors has delegated to the applicable committee those duties and responsibilities set out in each committee's charter. The mandate of our Board, as well as the charters of the various Board committees, set out in writing the responsibilities of our Board of Directors and the Committees for supervising the Chief Executive Officer.

Our Board of Directors has also approved written position descriptions for our Independent Lead Director, the chair of each of our Board's committees and our Chief Executive Officer.

Independence

See discussion above under "*Proposed Nominees for Election as Directors – Director Independence*". A majority of our directors are independent and our Board delegates a number of responsibilities to the Audit Committee, the Compensation Committee and the Nominating and Governance Committee. The Audit Committee, Compensation Committee and the Nominating and Governance Committee are comprised solely of independent directors. In addition, where potential conflicts arise during a director's tenure on the Board, such conflicts are expected to be immediately disclosed to the Board.

We have taken steps to ensure that adequate structures and processes are in place to permit our Board of Directors to function independently of our management. Our Board of Directors holds regularly scheduled quarterly meetings as well as *ad hoc* meetings from time to time. In the course of meetings of the Board of Directors or committees of the Board, the independent directors hold *in camera* sessions at which neither non-independent directors nor officers of Kinaxis are in attendance.

Outside Directorships

The following directors of Kinaxis are also directors of other reporting issuers (or the equivalent) in Canada or a foreign jurisdiction.

Name of Director	Name of Reporting Issuer and Exchange
John (Ian) Giffen.....	Absolute Software Corporation (TSX)
Ronald Matricaria.....	Orthofix International N.V. (NASDAQ)
Jill Denham.....	National Bank of Canada (TSX) Canadian Pacific Railway Limited (TSX, NYSE) Morneau Shepell Inc. (TSX)
Robert Courteau.....	Altus Group Limited (TSX) Real Matters Inc. (TSX)

Orientation and Continuing Education

Our Chief Executive Officer, Independent Lead Director and Nominating and Governance Committee are responsible for providing new directors with an orientation program to explain, among other things, our business, our financial situation, our strategic planning and our approach to corporate governance. New directors are given the opportunity to become familiar with the Company by meeting with other directors as well as officers and employees of the Company and all directors are allowed access to management personnel to discuss matters of interest. All new directors are provided with copies of our written charters and corporate policies. Our Chief Executive Officer is responsible for generating continuing education opportunities that are relevant to their role as directors. Management periodically makes presentations to the directors on various topics, trends and issues related to our activities during meetings of our Board or its committees, which are be intended to help the directors to constantly improve their knowledge about Kinaxis and our business. Special topics recently presented to the Board or its Committees by management or external resources included sessions on managing cybersecurity risk, upcoming changes to International Financial Reporting Standards (IFRS) and growth strategy. In addition, our directors maintain the skill and knowledge necessary to fulfill their obligations from a variety of outside advisors as new issues or opportunities arise, including with respect to corporate governance matters.

Director Term Limits and Other Mechanism of Board Renewal

While the Company does not have a mandatory retirement policy or term limit for directors, under its mandate, the Nominating and Governance Committee considers the terms of individual directors as part of the process by which it recommends the nominees for election at each annual meeting of shareholders. Board renewal is considered in the context of determining the needs of the Board of Directors in the long term, and achieving a balance between the need for depth of institutional memory from directors on the one hand and the need for renewal and new perspectives on the other. As a result, our Board of Directors has not adopted a mandatory retirement policy or term limits for directors. The Board believes that mandatory retirement and term limits may result in the loss of effective directors with deep knowledge of the Company. Within that context, the Nominating and Governance Committee has developed a skills matrix to be used in determining the needs of the Board of Directors.

Diversity and Inclusion

As set out in its Code of Business Conduct and Ethics, the Company values diversity and is committed to providing equal treatment in all of aspect of the business. This includes the governance of the Company and composition of the Board. While the Board of Directors has not developed a written policy relating to the identification and nomination of women directors, the Nominating and Governance Committee considers the level of representation of women on the Board as a factor when identifying and nominating potential candidates as Board nominees. The Company is also guided, as set out in the Mandate of the Directors, by the fundamental objectives of enhancing and preserving long-term shareholder value and ensuring that the Company conducts business in an ethical and safe manner. As the Board has discussed and confirmed its commitment to the value of diversity and inclusion, and views inclusion as an ethical obligation, a formal written policy to supplement the Code of Business Conduct and Ethics and the Mandate of the Directors is currently under consideration, but has not been adopted at this time. In keeping with its commitment to diversity and inclusion, the Board has engaged an external search firm to identify women candidates for possible nomination as directors. The Board will also continue to evaluate its effectiveness in achieving greater diversity on the Board and may, in the future, adopt a formal diversity and inclusion policy.

The Board believes that its current composition of directors enhance and preserve long-term shareholder value, and also believes that further diversity in its membership could assist in enhancing and preserving shareholder value. The Nominating and Governance Committee, which is responsible for recommending director nominees to the Board of Directors, considers candidates based on their balance of skills, background, experience and knowledge. This includes diversity and inclusion considerations such as gender, age and ethnicity, with a view to ensuring that the Board benefits from a broad range of perspectives and experiences. The Nominating and Governance Committee has developed a skills matrix to help determine qualifications to prioritize in candidates, and to assist Board of Directors in identifying the highest quality candidates for the Board. The Nominating and Governance Committee has not adopted a target regarding the number of women on the Board of Directors as the Board of Directors does expect more diversity on the Board of Directors over time. Today, one (14.3%) of the Company’s directors is a woman.

With respect to executive roles, the Company is sensitive to the value of having representation of women, as well as other underrepresented groups. Accordingly, the Company considers the level of representation of women in executive officer positions when making executive officer appointments. Disclosure rules define an “executive officer” to include a vice-president in charge of a principal business unit, division or function, or a person performing a policy-making function for the issuer. Based on this definition, three “executive officers” of the Company are women. In total, women comprise 27% of the Company’s “executive officers”. The Company also has a strong group of non-executive officers. In summary, 36% of our non-executive officers are women. The Company has not adopted a target regarding the number of women in executive officer positions, as the Board and management are confident that women will continue to progress in our organization over time.

Skills and Experience of the Board

As noted above, the Nominating and Governance Committee has developed a “competency” matrix in which directors indicate their experience in each competency identified as important for a company like Kinaxis. Each director must indicate which of these competencies he or she believes he or she possesses. The table below illustrates the mix of experiences in these competencies of our nominee directors.

Nominee	Accounting & Finance	CEO/Senior Management	Public Company	Governance	Human Resources/ Compensation	Investment Banking/M&A	Risk Management	Technology	Supply Chain
Douglas Colbeth		x	x	x	x	x		x	x
John (Ian) Giffen	x	x	x	x	x	x	x	x	
Ronald Matricaria	x	x	x	x	x	x	x		
Angel Mendez		x	x	x	x	x	x	x	x
Jill Denham	x	x	x	x	x	x	x		
Robert Courteau		x	x	x	x		x	x	
John Sicard		x			x			x	x

The definitions of the core competencies set out above are:

- Accounting & Finance: experience with, or understanding of, financial accounting and reporting, corporate finance and familiarity with financial internal controls, and IFRS
- CEO/Senior Management: experience as a CEO or senior executive
- Public Company: experience as a CEO, senior executive or board member of a public company (other than Kinaxis)
- Governance: experience in corporate governance principles and practices

- Human Resources/Compensation: experience in, or understanding of, compensation plans, leadership development, talent management, succession planning and human resource principles and practices generally
- Investment Banking/M&A: experience in investment banking and/or major transactions
- Risk Management: experience in, or understanding of, internal risk controls, risk assessment, risk management and/or reporting
- Technology: senior executive experience in the technology industry
- Supply Chain: senior executive experience in the supply chain industry

Code of Conduct

Our Board of Directors has adopted a written Code of Business Conduct and Ethics (the “**Code**”) that applies to directors, officers and employees. The objective of the Code is to provide guidelines for enhancing our reputation for honesty, integrity and the faithful performance of undertakings and obligations. The Code addresses conflicts of interest, insider trading, use of company assets, confidentiality, health and safety, record-keeping, competition and fair dealing and compliance with laws. As part of our Code, any person subject to the Code is required to avoid any activity, interest (financial or otherwise) or relationship that would create or appear to create a conflict of interest.

Our directors are responsible for monitoring compliance with the Code, for regularly assessing its adequacy, for interpreting the Code in any particular situation and for approving changes to the Code from time to time.

Directors and executive officers are required by applicable law and our corporate governance practices and policies to promptly disclose any potential conflict of interest that may arise. If a director or executive officer has a material interest in an agreement or transaction, applicable law and principles of sound corporate governance require them to declare the interest in writing and where required by applicable law, to abstain from voting with respect to such agreement or transaction.

A copy of the Code may be obtained by contacting us and is available for review under our profile on the SEDAR website at www.sedar.com.

Assessments

The Nominating and Governance Committee is responsible for assessing the effectiveness of the Board as a whole, each committee of the Board, and the contribution of each individual director. As noted above, during the first half of fiscal 2017, the Nominating and Governance Committee administered a Board effectiveness survey, the results of which were reviewed by the Board prior to making recommendations for the director candidates to be nominated at the Meeting. The effectiveness survey was designed to assess, among other things, the structure and composition of the Board and its committees, the compensation of directors, the diversity of the Board, and the conduct and content of meetings of the Board and its committees. Directors are also asked to self-identify and confirm their skills competencies pursuant to the skills matrix set out above. In general, since the directors work closely as a group throughout the year, the Chair, the full Board and each committee of the Board are able to continuously assess whether each director is contributing towards the fulfillment of the Mandate of the Directors and otherwise performing his duties at the highest level. While this informal assessment is ongoing, the Nominating and Governance Committee intends to assess the Board, its committees and individual directors formally on an annual basis.

Communications with the Board

The Board ensures systems are in place for communication with Kinaxis’ shareholders and other stakeholders. Such communication includes quarterly and annual financial statements and related management’s discussion and analysis, management proxy circulars, annual information forms and news releases containing significant new financial information. The Board also encourages shareholders to attend the Company’s annual meeting. The annual meeting provides a valuable opportunity to hear directly from management about the results of the Company’s business and operations.

The Board also recognizes that it is important for the Board to communicate with shareholders, including organizations that represent or advise shareholders on matters of governance. The Board has determined that questions or concerns related to the Board and senior executive succession process, executive and Board compensation, Board level corporate governance and other matters that are within the scope of the Board's supervisory and oversight duties, as set out in the Mandate of the Directors, may appropriately be addressed to and by, the Board.

Those shareholders, employees and other interested parties wishing to communicate directly with the Board may do so through the Chair. Direct your written communication marked Private and Confidential, in writing to:

Chair of the Board of Directors
c/o Corporate Secretary
Kinaxis Inc.
700 Silver Seven Road
Ottawa, Ontario K2V 1C3

Audit Committee

Composition of Audit Committee

The Audit Committee currently consists of John (Ian) Giffen (Chair), Ronald Matricaria and Jill Denham. Each of the members of the Audit Committee is considered “independent” and “financially literate” within the meaning of National Instrument 52-110 - *Audit Committees* (“**NI 52-110**”).

For the purposes of NI 52-110, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements. All members of the Audit Committee have experience reviewing financial statements and dealing with related accounting and auditing issues. The education and experience of each member of the Audit Committee relevant to the performance of his duties as a member of the Audit Committee can be found under the heading “*Proposed Nominees for Election as Directors – Information on Proposed Nominees*”.

Our Board of Directors has adopted a written charter for the Audit Committee. The mandate of the Audit Committee is to assist our Board in fulfilling its financial oversight obligations, including the responsibility: (1) to oversee the integrity of our financial statements and financial reporting process, including the audit process and our internal accounting controls and procedures and compliance with related legal and regulatory requirements; (2) to oversee the qualifications and independence of our external auditor; (3) to oversee the work of our financial management and external auditor; and (4) to provide an open avenue of communication between the external auditors, our Board and our management. In May 2016, upon the recommendation of the Audit Committee, the Board and the Nominating and Governance Committee approved certain housekeeping change to the Audit Committee charter to reflect, among other things, best practices related to the committee's interactions with external auditors and potential future internal audit function.

Additional information relating to the Audit Committee, as required pursuant to NI 52-110, may be found in the Company's Annual Information Form for the year ended December 31, 2016 (the “**AIF**”) (see “Audit Committee” in the AIF and Appendix A to the AIF which sets forth a copy of the current Audit Committee Charter). A copy of the AIF may be found on SEDAR at www.sedar.com and otherwise may be obtained free of charge upon request from Investor Relations at the Company's head office located at 700 Silver Seven Road, Ottawa, Ontario, K2V 1C3, Canada. A copy of the current Audit Committee Charter is available on our website at www.kinaxis.com.

Compensation Committee

Our Compensation Committee consists of three directors, all of whom are considered to be “independent” as that term is defined in NI 58-101. The members of the Compensation Committee are Ronald Matricaria (Chair), Angel Mendez and Robert Courteau. As set out under “*Proposed Nominees for Election as Directors – Information on*

Proposed Nominees”, Mr. Matricaria has extensive experience as an executive officer and director of both public and private companies, which is relevant to his responsibilities as Chair of our Compensation Committee. Mr. Mendez has extensive experience as an executive officer of several public companies which is relevant to his responsibilities as a member of our Compensation Committee. He also serves as a member of the Executive Advisory Board of SCM World as well as the Supply Chain Management Institute at the University of San Diego. Mr. Courteau’s extensive experience as a senior executive and director of several publicly-traded companies is relevant to his responsibilities as a member of our Compensation Committee. Each of the members of the Compensation Committee, through their previous work experience and board memberships, have the skills and experience that enable the Compensation Committee to make decisions on the suitability of our compensation policies and practices. In addition, our Board has determined that the composition of the Compensation Committee is appropriate, given that the all of the members are independent.

Upon the recommendation of the Compensation Committee, the Board and Nominating and Governance Committee approved changes to the charter of the Compensation Committee in May 2016, including a change requiring that all members of the Compensation Committee be “independent”, as that term is defined in NI 58-101. Pursuant to the amended charter of the Compensation Committee, the mandate of the Compensation Committee is to assist our Board in carrying out its oversight responsibility relating to human resources and compensation policies and processes. The primary responsibilities of the Compensation Committee are to make recommendations to our Board in respect of: (1) compensation policies and guidelines; (2) management incentive and perquisite plans and any non-standard remuneration plans; (3) senior management, executive and officer compensation; and (4) Board compensation matters. In carrying out these responsibilities, the Compensation Committee will review and recommend to our Board the goals and objectives for our Chief Executive Officer; evaluate the performance of our Chief Executive Officer and recommend to our Board the amount of regular and incentive compensation to be paid to our Chief Executive Officer; review and recommend to our Board our Chief Executive Officer’s performance evaluations and recommendations for compensation for other senior executives; review our compensation philosophy and make recommendations for changes, where appropriate; review and make recommendations to our Board with respect to incentive based compensation plans and equity based plans (including stock option plans and share unit plans); review and recommend to our Board the aggregate bonus pools to be made available under our incentive compensation plans for senior management, executives and officers; prepare or review the report on executive compensation and compensation discussion and analysis required to be included in our continuous disclosure documentation; retain independent advice in respect of compensation matters, where deemed appropriate, with the expectation that a compensation consultant will be retained every two years to provide advice with respect to the compensation of the independent directors and our executives; and review and make a recommendation to our Board at least every three years regarding the compensation of our Board. More information on the process by which compensation for our directors and officers is determined as set forth under the heading “*Executive Compensation*” and “*Director Compensation*”.

Nominating and Governance Committee

Our Board has appointed a Nominating and Governance Committee comprising three directors, each of whom are considered to be “independent” as that term is defined in NI 58-101. The members of the Nominating and Governance Committee are John (Ian) Giffen (Chair), Angel Mendez and Jill Denham.

Pursuant to the charter of the Nominating and Governance Committee, the mandate of the Nominating and Governance Committee is to assist our Board in carrying out its oversight responsibility for ensuring that our strategic direction is reviewed annually and that our Board and each of its committees carry out their respective functions in accordance with the appropriate process. In addition, the Nominating and Governance Committee is responsible for assessing the effectiveness of our Board as a whole, each Board committee, and the contribution of each individual director. The Nominating and Governance Committee is responsible for recommending to our Board the methods and processes by which our Board, its committees and individual directors fulfill their duties and responsibilities, including the methods and processes for evaluating Board, committee and individual director effectiveness. During the first half of fiscal 2017, a survey of board effectiveness was conducted and reported on to the Board in May 2017. As part of this review process, the Board also discussed and considered the constitution of the Board and the committees of the Board, including board size, split between executive and non-executive members, diversity of directors and skills and experience relevant to the Company.

Furthermore, the Nominating and Governance Committee is responsible for identifying, recruiting, nominating, endorsing, recommending the appointment of, and orienting, new directors, as well as recommending corporate governance principles and best practices to our Board.

The Nominating and Governance Committee considers whether the candidate's competencies, skills and personal qualities are aligned with our needs and any criteria for selecting new directors established by our Board and ensure that the candidate understands the demands and expectations of a director of the Company.

While our Board is responsible for recommending the directors to be elected by shareholders at the annual meeting of shareholders, we have adopted a Majority Voting Policy to deal with situations where a candidate recommended by our Board for election has more votes withheld than are voted in favour of such nominee. We believe that each director should have the confidence and support of the shareholders. Where a director nominee has more votes withheld than are voted in favour of such nominee, the nominee, even though duly elected as a matter of corporate law, will be required to tender his or her resignation which will be accepted by our Board, absent exceptional circumstances, within 90 days after the date of the shareholder meeting. A copy of the Majority Voting Policy can be found on the Corporate Governance section of our website at www.kinaxis.com.

Disclosure Committee

It is our policy to have a management disclosure committee responsible for overseeing the disclosure practices of the Company. The members of Disclosure Committee are John Sicard (Chair) and Richard Monkman.

Pursuant to its charter, the Disclosure Committee is responsible for monitoring the effectiveness of, and compliance with, our disclosure policy. The Disclosure Committee's responsibilities include assisting management in the development of procedures and internal controls in connection with the disclosure practices of the Company. The Disclosure Committee sets benchmarks for the preliminary assessment of materiality, determines the appropriateness and timing of public release of information in connection with pending material developments with respect to the Company, reviews and supervises the preparation of all public disclosure documents and educates the Board and the officers, employees and consultants of the Company about disclosure issues and our Disclosure Policy. If it is determined that certain information should remain confidential, the Disclosure Committee determines how that information will be kept confidential.

Insider Trading

We have adopted an Insider Trading Policy which governs the conduct of our directors, officers, employees and other insiders with respect to the trading of our securities, particularly in the context of material information concerning us and our affairs. Among other matters, the Insider Trading Policy sets out prohibited trading activities, establishes guidelines for identifying our insiders and describes reporting requirements applicable to insiders.

Under our Insider Trading Policy, our directors, officers and employees are not permitted to purchase financial instruments to hedge or offset a decrease in the market value of our securities granted as compensation.

The Insider Trading Policy permits, in the sole discretion of the Board, officers and directors to trade during black-out periods or during a time when such officer or director is in possession of material undisclosed information, provided that such officers or directors have entered into an automatic share disposition plan ("ASDP") or automatic share purchase plan ("ASPP") governing such trades on terms and conditions satisfactory to the Board and that are in accordance with the guidelines in OSC Staff Notice 55-701. To date, no officer or director has entered into an ASDP or ASPP.

SHAREHOLDER PROPOSALS AND ADVANCE NOTICE REQUIREMENTS

Pursuant to the provisions of the CBCA, shareholder proposals must be submitted no later than February 3, 2018 to be considered for inclusion in next year's Management Information Circular for the purposes of the Company's next annual meeting of shareholders.

Our by-laws, including the advance notice provisions, were approved by our shareholders prior to the completion of our IPO. Generally, under our by-laws, written notice of any proposal to be presented by any shareholder or any person to be nominated by any shareholder for election as a director must be delivered to our corporate secretary at our principal executive offices not later than the close of business on the 70th day, nor earlier than the close of business on the 100th day, prior to the first anniversary of the immediately preceding annual meeting of shareholders. However, in the event that the annual meeting is called for a date that is not within 30 days before or after the anniversary date of the preceding annual meeting, the applicable notice must be delivered not later than the close of business on the later of (a) the 70th day prior to such annual meeting, and (b) the 10th day following the day on which public announcement of the date of such meeting is first made by us. Our by-laws also set forth, among other things, the information that a shareholder must include in the notice and procedures to be followed in regards to a special meeting of shareholders. Other than the advance notice requirements summarized above, our by-laws have terms that are customary for companies incorporated under the CBCA. The summary of the advance notice requirements under our by-laws described above is qualified in its entirety by reference to the full text of our by-laws, a copy of which are available under our profile on the SEDAR website at www.sedar.com.

ADDITIONAL INFORMATION

Additional information relating to Kinaxis may be found on SEDAR at www.sedar.com and on the Company's website at www.kinaxis.com. You can also obtain a copy of our audited consolidated financial statements and the management's discussion & analysis of the Company for its fiscal year ended December 31, 2016 by visiting the Investor Relations section on the Company's website at www.kinaxis.com or by contacting Kinaxis' investor relations:

Ross Marshall, LodeRock Advisors Inc.
ross.marshall@loderockadvisors.com
Telephone: (416) 526-1563
or
Melissa Clow
mclow@kinaxis.com
Telephone: (613) 592-5780 ext. 5513

Additional financial information is provided in the audited consolidated financial statements and the management's discussion & analysis of the Company for its fiscal year ended December 31, 2016.

APPROVAL BY THE DIRECTORS

The Board of Directors of the Company has approved the content and delivery of this Management Information Circular.

By order of the Board of Directors



Douglas Colbeth
Chairman of the Board

APPENDIX A – RESOLUTION APPROVING THE NEW CANADIAN RESIDENT PLAN

**KINAXIS INC.
(the “Corporation”)**

RESOLUTION OF THE SHAREHOLDERS

BE IT RESOLVED THAT:

- (a) the Canadian resident stock option plan of the Corporation, as described in the Management Information Circular of the Corporation dated May 11, 2017 (the “Canadian Resident Plan”), be and is hereby ratified and approved;
- (b) the Corporation be and is hereby authorized to issue Common Shares in satisfaction of the Corporation’s obligations under any awards granted pursuant to the terms and conditions of the Canadian Resident Plan and, subject to the ratification and approval thereof, the non-Canadian resident stock option plan of the Corporation, as described in the Management Information Circular of the Corporation dated May 11, 2017 (the “Non-Canadian Resident Plan”), equal in number to Two Million Three Hundred Thousand (2,300,000).
- (c) any officer of the Corporation be, and is hereby authorized and directed, for and on behalf of the Corporation, to finalize, sign or deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the Toronto Stock Exchange, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing; and
- (d) the directors of the Corporation may revoke this resolution before it is acted upon without further approval of the Shareholders.

APPENDIX B – NEW CANADIAN RESIDENT PLAN

KINAXIS INC.

CANADIAN RESIDENT STOCK OPTION PLAN

(as adopted and effective as of May 11, 2017)

1. Purposes of the Plan. The purposes of this Canadian Resident Stock Option Plan are to attract and retain the best available personnel, to provide additional incentive to Employees, Officers, Directors and Consultants and to promote the success of the Company's business.
2. Definitions. As used herein, the following definitions shall apply:
 - (a) “2012 Stock Option Plan” means the stock option plan the Company adopted and effective as of June 27, 2012, as amended on February 14, 2014, May 1, 2014 and May 30, 2014.
 - (b) “Administrator” means the Board or any of its Committees as shall be administering the Plan in accordance with Section 4 hereof.
 - (c) “Applicable Laws” means the requirements relating to the administration of stock option plans under the corporate laws of the Company's jurisdiction of incorporation; national, federal, state and provincial securities laws of Canada; tax laws of Canada; and any stock exchange or quotation system on which the Common Shares are listed or quoted.
 - (d) “Black Out Period” means a period during which an Optionee is prohibited by the Company from exercising Options and/or selling or otherwise disposing of Optioned Shares pursuant to the Company's Insider Trading Policy, as in effect from time to time.
 - (e) “Board” means the Board of Directors of the Company.
 - (f) “Cause” means conduct involving one or more of the following: (i) the substantial and continuing failure of the Optionee, after notice thereof, to render services to the Company in accordance with the terms or requirements of his or her business relationship with the Company; (ii) disloyalty, gross negligence, willful misconduct, dishonesty, fraud or breach of fiduciary duty to the Company; (iii) deliberate disregard of the rules or policies of the Company, or breach of an employment or other agreement with the Company, which results in direct or indirect loss, damage or injury to the Company; (iv) the unauthorized disclosure of any trade secret or confidential information of the Company; (v) the commission of an act which constitutes unfair competition with the Company or which induces any customer or supplier to breach a contract with the Company; or (vi) any other conduct that constitutes just cause for termination of employment without notice under the laws of the Province of Ontario or the analogous laws of the jurisdiction in which the Optionee is then employed. “Cause” shall also include the conduct defined in the employment agreement of the Optionee, if any, as “Cause”. For the purposes of this definition, references to “Company” includes references to any Parent (if any) and any Subsidiary.
 - (g) “Code” means the United States Internal Revenue Code of 1986, as amended, and any regulations thereunder.

- (h) “Committee” means a committee of Directors appointed by the Board in accordance with Section 4 hereof.
- (i) “Common Shares” means the common shares of the Company.
- (j) “Company” means Kinaxis Inc., a corporation incorporated under the Canada Business Corporations Act, and any successor of the Company by continuance or otherwise.
- (k) “Consultant” means any person that: (i) is engaged to provide services to the Company, its Parent (if any) or any Subsidiary, other than in relation to a distribution (as such term is defined in the Securities Act (Ontario), as amended), (ii) provides such services under a written contract between Company, its Parent (if any) or a Subsidiary and such person, and (iii) in the reasonable opinion of the Administrator, spends or will spend a significant amount of time and attention on the affairs and business of the Company, its Parent (if any) or any Subsidiary, and includes for a consultant that is not an individual, an employee, Executive Officer, or director of the consultant, provided that the individual employee, Executive Officer, or director spends or will spend a significant amount of time and attention on the business of the Company, its Parent (if any) or a Subsidiary.
- (l) “Director” means a member of the Board of Directors of the Company, or a member of the Board of Directors of its Parent (if any) or any Subsidiary.
- (m) “Disability” means total and permanent disability as defined in Section 22(e)(3) of the Code.
- (n) “Employee” means any person, including Officers if applicable, employed by the Company or its Parent (if any) or any Subsidiary. A Service Provider shall not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent (if any), any Subsidiary, or any successor. A leave of absence approved by the Company shall include sick leave, military leave, or any other leave of absence approved by an authorized representative of the Company. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute “employment” by the Company.
- (o) “Equity Award” means any Option, restricted stock, deferred stock unit or other equity granted pursuant to the Plan or otherwise, to a Non-Employee Director by virtue of his services as a Non-Employee Director, other than equity granted or taken in lieu of cash fees.
- (p) “Executive Officer” has the meaning set forth in NI 45-106.
- (q) “Fair Market Value” means, as of any date, the value of the Optioned Shares, determined as follows:
 - (i) if the Optioned Shares are listed on the Toronto Stock Exchange, the closing sales price for shares of such class as quoted on the Toronto Stock Exchange for the last market trading day prior to the date of determination (or if no sales were reported, the average of the high bid and the low bid on such day);
 - (ii) if the Optioned Shares are listed on an established stock exchange or a national market system, other than the Toronto Stock Exchange, including without limitation the Nasdaq Global Market or The Nasdaq Capital Market of The Nasdaq Stock Market, the closing sales price for shares of such class (or the closing bid, if no sales were reported) as quoted

on such exchange or system for the last market trading day prior to the date of determination, as reported in the Wall Street Journal or such other source as the Administrator deems reliable;

- (iii) if the Optioned Shares are listed both on the Toronto Stock Exchange and another established stock exchange or national market system and: (A) the Company is not eligible for the Interlisted Issuer Exemption, the Fair Market Value shall be as determined in accordance with Section 2(q)(i), or (B) the Company is eligible for the Interlisted Issuer Exception, the Fair Market Value shall be as determined in accordance with Section 2(q)(ii);
- (iv) if the Optioned Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of the Optioned Shares shall be the mean between the high bid and low asked prices for the shares of such class on the last market trading day prior to the date of determination; or
- (v) in the absence of an established market for the Optioned Shares, the Fair Market Value of the Optioned Shares shall be determined in good faith by the Administrator using any measure of value it determines to be appropriate (including, as it considers appropriate, relying on appraisals) in a manner, if applicable, consistent with the valuation principles under Section 409A of the Code, except as the Board may expressly determine otherwise.

Subject to the foregoing, the Administrator has sole discretion to determine the Fair Market Value for purposes of the Plan, and all Options are conditioned on the Optionees' agreement that the Administrator's determination is conclusive and binding even though others might make a different determination.

- (r) “Five Day VWAP” means the volume weighted average trading price of the Common Shares on the Toronto Stock Exchange, or another stock exchange where the majority of the trading volume and value of the Common Shares occurs, for the five trading days immediately preceding the relevant date, calculated by dividing the total value by the total volume of Common Shares traded during such five day period.
- (s) “IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board.
- (t) “Insider” has the meaning set forth in the TSX Company Manual.
- (u) “Interlisted Issuer Exception” means, at any time when the Common Shares are listed both on the Toronto Stock Exchange and a Recognized Exchange, and less than 25% of the overall trading volume of the Common Shares occurred on the Toronto Stock Exchange (and all other Canadian marketplaces) in the twelve months preceding the date of determination, or that the Company is otherwise eligible for the interlisted issuer exception in Section 602(g) of the TSX Company Manual (or any similar or successor exception to the rules and policies of the Toronto Stock Exchange).
- (v) “NI 45-106” means National Instrument 45-106 - Prospectus Exemptions, promulgated under the Securities Act (Ontario), as such instrument may be amended from time to time, or any successor instrument thereto.

- (w) “Non-Canadian Resident Stock Option Plan” means the stock option plan the Company adopted and effective as of May 11, 2017 and in respect of non-Canadian resident Employees, Officers, Directors and Consultants of the Company.
- (x) “Non-Employee Director” means any Director who is not also an Employee.
- (y) “Officer” means an officer of the Company, a Parent or any Subsidiary.
- (z) “Option” means an option granted pursuant to the Plan.
- (aa) “Option Agreement” means a written or electronic agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. The Option Agreement is subject to the terms and conditions of the Plan. A notice of Option grant in the form attached as Exhibit A or such other form as may be adopted by the Administrator from time to time shall be an acceptable form of Option Agreement for the purposes of the Plan.
- (bb) “Optioned Shares” means the Common Shares subject to an Option, as adjusted in accordance with Section 10 below.
- (cc) “Optionee” means the holder of an outstanding Option granted under the Plan.
- (dd) “Outstanding Issue” means the number of Common Shares outstanding on a non-diluted basis immediately prior to the date or period in question.
- (ee) “Parent” means a “parent corporation”, whether now or hereafter existing, as defined in Section 424(e) of the Code.
- (ff) “Plan” means this Canadian Resident Stock Option Plan.
- (gg) “Recognized Exchange” has the meaning set forth in the TSX Company Manual.
- (hh) “Service Provider” means an Employee, Officer, Director or Consultant who resides in Canada and is subject to tax in Canada.
- (ii) “Share Compensation Arrangement” means a plan or program established or maintained by the Company providing for the acquisition of securities of the Company by Employees, Directors, Officers or Consultants of the Company as compensation or as an incentive or benefit for services provided by such persons, and includes all “security based compensation arrangements” as such term is used in the TSX Company Manual.
- (jj) “Subsidiary” means a “subsidiary corporation”, whether now or hereafter existing, as defined in Section 424(f) of the Code.
- (kk) “Vesting Start Date” means the date an Option shall start to vest as set forth in the Option Agreement.

3. Common Shares Subject to the Plan.

- (a) Subject to the provisions of Section 3(b) and Section 10 of the Plan, the maximum aggregate number of Common Shares that may be reserved for issue, subject to option, and issued under the

Plan and the Non-Canadian Resident Stock Option Plan collectively is Two Million Three Hundred Thousand (2,300,000) Common Shares (the “Pool”).

- (b) For the purposes of calculating the Pool, the number of Common Shares subject to Options granted under the Plan that expire, terminate or become unexercisable without having been exercised shall again become available in the Pool for future grant under the Plan (unless the Plan has terminated).
- (c) Upon adoption of the Plan by the Board, no further options will be granted under the 2012 Stock Option Plan (but options may be granted under the Canadian Stock Option Plan).

4. Administration of the Plan.

- (a) Administrator. The Plan shall be administered by the Board or a Committee appointed by the Board, which Committee shall be constituted to comply with Applicable Laws.
- (b) Powers of the Administrator. Subject to the provisions of the Plan and, in the case of a Committee, the specific duties delegated by the Board to such Committee, and subject to the approval of any relevant authorities, the Administrator shall have the authority in its discretion:
 - (i) to determine the Fair Market Value at the date the Option is granted;
 - (ii) to select the Service Providers to whom Options may from time to time be granted hereunder;
 - (iii) to determine the number of Common Shares to be covered by each such award granted hereunder;
 - (iv) to approve forms of agreement for use under the Plan;
 - (v) to determine the terms and conditions of any Option granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Options may be exercised (including vesting provisions) (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions (including the consequences of termination of the relationship as a Service Provider), and any restriction or limitation regarding any Option or the Optioned Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;
 - (vi) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of qualifying for preferred tax treatment under foreign tax laws; and
 - (vii) to construe and interpret the terms of the Plan and awards granted pursuant to the Plan.
- (c) Effect of Administrator's Decision. All decisions, determinations and interpretations of the Administrator shall be final and binding on all Optionees.

5. Eligibility and Limitations.

- (a) Options may be granted to Service Providers who reside in or provide services in Canada.
- (b) Neither the Plan nor any Option shall confer upon any Optionee any right with respect to continuing the Optionee's relationship as a Service Provider with the Company, nor shall it interfere in any way with his or her right or the Company's right to terminate such relationship at any time, with or without cause.
- (c) If the Common Shares are listed on the Toronto Stock Exchange, no Option shall be granted at any time to any Insider if such Option, together with all of the Company's previously established or proposed Share Compensation Arrangements, including the Plan, could result, at any time, in:
 - (i) the number of Common Shares issued to Insiders pursuant to the Plan, together with all of such other Share Compensation Arrangements, within any one (1) year period exceeding ten percent (10%) of the Outstanding Issue; or
 - (ii) the number of Common Shares issuable to Insiders at any time pursuant to the Plan and all such other Share Compensation Arrangements exceeding ten percent (10%) of the Outstanding Issue.

For avoidance of doubt, Common Shares issuable pursuant to the grant of awards prior to June 10, 2014 shall not be counted in the calculation of Common Shares "issued" for the purposes of this Section 5(c). Notwithstanding the foregoing, the Company and the Administrator need not comply with this Section 5(c) if the Common Shares are listed on both the Toronto Stock Exchange and another Recognized Exchange and the Interlisted Issuer Exemption is available.

- (d) Grants of Options to Non-Employee Directors by virtue of his or her service as a Non-Employee Director shall be limited for each Non-Employee Director to a grant in each financial year of the Company of Options with an award value, together with any other Equity Award in that financial year, not exceeding C\$100,000 (or equivalent amount as determined on the date such Options are granted), calculated using the Black-Scholes methodology or, in the discretion of the Administrator, such other methodology as may be prescribed under IFRS, at the date of grant.
 - (e) In addition to the limit set out in Section 5(d) above, grants of Options to Non-Employee Directors shall be limited to ensure that the maximum aggregate number of Common Shares issuable pursuant to (i) Options granted to Non-Employee Directors, and (ii) options granted to Non-Employee Directors pursuant to the Non-Canadian Resident Stock Option Plan, as a group by virtue of their service as Non-Employee Directors, does not exceed that number of Common Shares equal to 1% of the Outstanding Issue at the time of such grant.
6. Term of Plan. The Plan shall become effective upon its adoption by the Board. It shall continue in effect for a term of 10 years unless sooner terminated pursuant to Section 13 or if any requisite Shareholder Approval is not obtained.
7. Term of Option. The term of each Option shall be set forth in the Option Agreement. Unless otherwise determined by the Administrator and set forth in the Option Agreement, the term of each Option shall be five (5) years from the date of grant thereof. Under no circumstances shall any Option be granted with a term in excess of five (5) years from the date of grant thereof.

8. Option Exercise Price and Consideration. The per share exercise price for the Common Shares to be issued upon exercise of an Option shall be determined by the Administrator but shall in any event be not less than the per share Fair Market Value of the Optioned Shares on the date of the grant. The consideration to be paid for Optioned Shares shall be in Canadian dollars; provided that the Administrator may, in its sole and absolute discretion, determine at the time of grant to have the exercise price for an Option be payable in U.S. dollars, which amount shall be determined upon the date of grant based upon: (i) the noon rate of the Bank of Canada on the date of the grant, if the Optioned Shares are listed on the Toronto Stock Exchange, or (ii) the exchange rate determined by the Administrator, if the Optioned Shares are not listed on the Toronto Stock Exchange. The exercise price for Optioned Shares purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:
- (a) in certified funds, payable to the order of the Company;
 - (b) to the extent permitted by Applicable Laws and provided for in the applicable Option Agreement or approved by the Administrator, by cancellation of indebtedness to the Company, its Parent (if any) or any Subsidiary;
 - (c) except as may otherwise be provided in the applicable Option Agreement or approved by the Administrator, in its sole discretion, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Optionee to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;
 - (d) to the extent permitted by Applicable Laws and provided for in the applicable Option Agreement or approved by the Administrator, in its sole discretion, by authorization for the Company to retain from the total number of Optioned Shares as to which the Option is exercised that number of Optioned Shares having a Fair Market Value on the date of exercise equal to the exercise price for the total number of Optioned Shares as to which the Option is exercised;
 - (e) to the extent permitted by Applicable Laws and provided for in the applicable Option Agreement or approved by the Administrator, in its sole discretion, by payment of such other lawful consideration as the Administrator may determine; or
 - (f) by any combination of the above permitted forms of payment.

Notwithstanding any other provision of this Plan, in lieu of paying the aggregate exercise price to purchase Optioned Shares as set forth above, the Administrator may, in its sole and absolute discretion, permit an Optionee to elect to receive, without payment of cash or other consideration except as required by Section 9 below in connection with any withholding obligations, upon surrender of the applicable portion of a then vested and exercisable Option to the Company, that number of Common Shares, disregarding fractions, equal to the number obtained by dividing (a) the difference between the Five Day VWAP of one Common Share determined as of the date of delivery of the notice of exercise referred to in Section 9 and the exercise price of the Option, multiplied by the number of Optioned Shares in respect of which the Option would otherwise be exercised with payment of the aggregate exercise price to purchase Optioned Shares, by (b) the Five Day VWAP of one Common Share determined as of the date of delivery of the notice of exercise referred to in Section 9.

9. Exercise of Option.

- (a) Procedure for Exercise; Rights as a Shareholder. Any Option granted hereunder shall be exercisable according to the terms hereof at such times and under such conditions as determined by the Administrator and set forth in the Option Agreement.

An Option may not be exercised for a fraction of a Common Share. Subject to the terms hereof and such other or different conditions as may be determined by the Administrator and set forth in the applicable Option Agreement, and subject to earlier termination in accordance with this Section 9 and as otherwise provided by the Plan, Options granted under the Plan shall vest in four equal annual increments, with the first annual increment vesting on the one-year anniversary of the Vesting Start Date, and be exercisable as follows:

Vesting date:	Number of Optioned Shares vesting on the vesting date:	Cumulative total number of vested Optioned Shares on vesting date:
End of one year from the Vesting Start Date	25% of Optioned Shares under the original Option grant	25% of Optioned Shares
End of two years from the Vesting Start Date	25% of Optioned Shares under the original Option grant	50% of Optioned Shares
End of three years from the Vesting Start Date	25% of Optioned Shares under the original Option grant	75% of Optioned Shares
End of four years from the Vesting Start Date (such that all Optioned Shares shall be vested four years after the Vesting Start Date)	25% of Optioned Shares under the original Option grant	100% of Optioned Shares

An Option shall be deemed exercised when: (i) the Company receives written or electronic notice of exercise (in accordance with the Option Agreement) from the person entitled to exercise the Option, (ii) the Company receives full payment for the Optioned Shares with respect to which the Option is exercised, and (iii) any withholding obligations are satisfied as contemplated in the succeeding paragraph. Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Option Agreement and the Plan. Optioned Shares issued upon exercise of an Option shall be issued in the name of the Optionee or, in the event of the death of the Optionee, such other person as permitted pursuant to Section 9(d). Until and unless the Optioned Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such Optioned Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date such Optioned Shares are issued, except as provided in Section 10.

If the Company or its Parent (if any) or a Subsidiary determines in its sole discretion that under the requirements of applicable taxation laws or regulations of any governmental authority whatsoever (including laws and regulations respecting applicable income, employment and non-resident withholding tax obligations) it is obliged to withhold for remittance to a taxing authority any amount upon the exercise of an Option, the Company, its Parent (if any) or Subsidiary may take any steps it considers necessary or appropriate in the circumstances to withhold in connection with any Option or other benefit under the Plan including, without limiting the generality of the foregoing:

- (i) requiring the Optionee exercising the Option to pay to the Company, or its Parent (if any) or any Subsidiary, in addition to and in the same manner as the exercise price of the Optioned Shares, such amount as the Company, its Parent (if any) or any Subsidiary is obliged to remit to such taxing authority in respect of the Option, with any such additional payment, in any event, being due no later than the date as of which any amount

with respect to the Option exercised first becomes included in the gross income of the Optionee for tax purposes;

- (ii) issuing the Optioned Shares to an agent on behalf of the Optionee and directing the agent to sell a sufficient number of the Optioned Shares on behalf of the Optionee to satisfy the amount of any such withholding obligation, with the agent paying the proceeds of any such sale to the Company, its Parent (if any) or any Subsidiary (as directed by the Company) for this purpose; or
- (iii) to the extent permitted by law, deducting the amount of any such withholding obligation from any payment of any kind otherwise due to the Optionee; provided that the consent of the Optionee shall be required if any deduction is to be satisfied by reducing the number of Common Shares to be issued to the Optionee.

If permitted by the Administrator in its sole discretion, an Optionee may elect to satisfy his or her tax withholding obligations upon exercise of an Option by irrevocably surrendering Optioned Shares to the Company that have a Fair Market Value as of the date that applicable tax is to be withheld equal to the minimum statutory withholding rates, including payroll taxes.

Exercise of an Option in any manner shall result in a decrease in the number of Common Shares thereafter available for sale under the Option, by the number of Common Shares as to which the Option is exercised.

- (b) Termination of Relationship as a Service Provider. If an Optionee ceases to be a Service Provider other than as a result of death or disability, such Optionee may exercise his or her Option within thirty (30) days (or such longer period as may be provided in any Option Agreement or employment agreement) to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of the Option as set forth in the Option Agreement). If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Common Shares covered by the unvested portion of the Option on the date of termination shall revert to the Pool, and for greater certainty, the Optionee shall have no entitlement to acquire such reverted Common Shares, provided that an Option Agreement or employment agreement may provide that, in certain circumstances, Options may fully vest at the date of notice of termination. Notwithstanding the foregoing, if an Optionee ceases to be a Service Provider because the Optionee's employment or service to the Company is terminated for Cause, the Option shall thereafter not be exercisable to any extent whatsoever. If, after termination, the Optionee does not exercise his or her Option within the time specified by the Administrator, the Option shall terminate, and the Common Shares covered by such Option shall revert to the Pool. In the event that the Optionee ceases to be a Service Provider by reason of the termination of the Optionee's employment without Cause by the Company, its Parent (if any) or any Subsidiary (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice), the date of termination for the purposes of this Section 9(b) shall be the date that actual notice of termination of employment or dismissal is given by the Company, its Parent (if any) or any Subsidiary to the Optionee, without reference to a "notice period" or "severance period" or any other period after the date that actual notice of termination is given which may be required by law when determining adequate reasonable notice or pursuant to any contract of employment with the Optionee, as determined by the Administrator.
- (c) Disability of Optionee. If an Optionee ceases to be a Service Provider as a result of the Optionee's Disability, the Optionee may exercise his or her Option within 180 days to the extent the Option is

vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Common Shares covered by the unvested portion of the Option shall revert to the Pool. If, after termination, the Optionee does not exercise his or her Option within the time specified herein, the Option shall terminate, and the Common Shares covered by such Option shall revert to the Pool.

- (d) Death of Optionee. If an Optionee dies while a Service Provider, the Option may be exercised within 180 days to the extent that the Option is vested on the date of death (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) by the Optionee's estate or by a person who acquires the right to exercise the Option by bequest or inheritance. If, at the time of death, the Optionee is not vested as to the entire Option, the Common Shares covered by the unvested portion of the Option shall immediately revert to the Pool. If the Option is not so exercised within the time specified herein, the Option shall terminate, and the Common Shares covered by such Option shall revert to the Pool.
- (e) Buyout Provisions. The Option Agreement between the Company and a Service Provider may grant the Company a repurchase option of Common Shares acquired by a Service Provider as a result of the exercise of Options. The price to be paid by the Company upon any repurchase of Common Shares shall be equal to the Five Day VWAP for one Common Share multiplied by the aggregate number of Common Shares to be purchased, calculated on the date the offer is made. In addition, the Administrator may at any time, but shall not be required to, offer to buy out for a payment in cash or Common Shares, an Option previously granted, based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made. If such a payment is made in cash, the payment shall be equal to the Five Day VWAP for one Common Share multiplied by the aggregate number of Common Shares to be purchased, calculated on the date the offer is made. If such a payment is made in Common Shares, the number of Common Shares to be issued in payment shall be equal to the number, disregarding fractions, obtained by dividing (a) the difference between the Five Day VWAP of one Common Share determined as of the date of the offer to buyout and the exercise price of the Option, multiplied by the number of Optioned Shares in respect of which the Option would otherwise be exercisable, by (b) the Five Day VWAP of one Common Share determined as of the date of offer to purchase.
- (f) Non-Transferability of Options. Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner:
 - (i) other than by will or by the laws of descent or distribution (and may be exercised, during the lifetime of the Optionee, only by the Optionee); and
 - (ii) with the prior written consent of the Administrator and subject to such conditions as the Administrator may designate, to a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or tax-free savings account (TFSA), or similar plan, fund or account that is (A) established by the individual, or (B) under which the individual is a beneficiary.
- (g) Black Out Period. Notwithstanding the foregoing, if an Option expires, terminates or is cancelled (other than an expiry, termination or cancellation for Cause) within or immediately after a Black Out Period, the term of such Option shall be extended to the date which is ten (10) trading days

after the last day of the Black Out Period; provided, that, the expiration date as extended by this Section 9(g) will not in any event be beyond the later of: (i) December 31 of the calendar year in which the Option was otherwise due to expire; and (ii) the 15th day of the third month following the month in which the Option was otherwise due to expire.

10. Adjustments Upon Changes in Capitalization.

- (a) Changes in Capitalization. Subject to any required action by the shareholders of the Company, the number of Optioned Shares covered by each outstanding Option and the number of Common Shares which have been authorized for issuance under the Plan but as to which no Options have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option, as well as the price per Common Share covered by each such outstanding Option, shall be proportionately adjusted for any increase or decrease in the number of issued Common Shares resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Shares, or any other increase or decrease in the number of issued Common Shares effected without receipt of consideration by the Company. The conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Common Shares subject to an Option.
- (b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Optionee as soon as practicable prior to the effective date of such proposed transaction. The Administrator in its discretion may provide for an Optionee to have the right to exercise his or her Option until fifteen (15) days prior to such transaction as to all of the Optioned Shares which have then vested and are exercisable. In addition, the Administrator may provide that any Company repurchase option applicable to any Common Shares purchased upon exercise of an Option shall lapse as to all such Common Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated. To the extent it has not been previously exercised, an Option will terminate immediately prior to the consummation of such proposed action.

11. Acquisition Event.

- (a) Definitions.
 - (i) “Acquisition Event” means: (a) any merger, amalgamation, consolidation, or arrangement of the Company with or into another entity (other than a merger, amalgamation, consolidation, or arrangement of the Company with one or more of its Parent (if any) or Subsidiaries) as a result of which all of the Common Shares are converted into or exchanged for the right to receive cash, securities or other property or are cancelled or (b) any transfer or disposition of all of the Common Shares of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any other acquisition of the Company or its business as determined by a resolution of the Board.

- (b) Treatment of Options on Acquisition Event. Upon the execution by the Company of any agreement with respect to an Acquisition Event, the Administrator in its sole discretion may, without any action or consent of the Optionees:
- (i) provide that any or all outstanding Options shall be assumed, or equivalent options shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof);
 - (ii) provide that any or all outstanding Options shall be converted into a right to purchase, for each Optioned Share immediately prior to the consummation of the Acquisition Event, the consideration (whether cash, securities or other property) received as a result of the Acquisition Event by holders of the same class of shares held immediately prior to the consummation of the Acquisition Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of such class of shares);
 - (iii) provide that any or all outstanding Options shall be converted into a right to purchase, for each Optioned Share immediately prior to the consummation of the Acquisition Event, shares or other securities of the acquiring or succeeding corporation (or an affiliate thereof) that are equivalent (as determined by the Administrator in its sole discretion) in fair market value to the per share consideration received by holders of outstanding shares of the applicable class as a result of the Acquisition Event;
 - (iv) provide that any or all outstanding Options shall accelerate and become exercisable in full as of a specified time prior to the Acquisition Event and shall terminate immediately prior to the consummation of such Acquisition Event, except to the extent exercised before the consummation of such Acquisition Event; provided that to the extent all or any portion of an Option becomes exercisable solely as a result this sub-paragraph (iv), the Administrator may provide in its sole discretion that upon exercise of such Option the holder shall receive shares subject to a right of repurchase by the Company or its successor at the Option exercise price. Such repurchase right (1) shall lapse at the same rate as the Option would have become exercisable under its terms, (2) shall not apply to any shares subject to the Option that were exercisable under its terms without regard to the first sentence of this paragraph, and (3) shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property into which the Common Shares were converted or for which it was exchanged pursuant to such Acquisition Event;
 - (v) provide that any or all outstanding Options shall terminate upon consummation of the Acquisition Event and that each holder shall receive, in exchange therefor, a cash payment equal to the amount (if any) by which (A) the fair market value (as determined by the Administrator in its sole discretion) multiplied by the number of Optioned Shares subject to such outstanding Options (whether or not then exercisable), exceeds (B) the aggregate exercise price of such Options (provided, that, for greater certainty, if the exercise price of the Options exceeds the fair market value as so determined, the Board shall have the ability to cancel such Options without any payment of consideration to the Optionee);
 - (vi) provide that any or all outstanding Options shall be terminated and substituted with a cash incentive program of the acquiring or succeeding corporation (or an affiliate thereof) upon consummation of the Acquisition Event; and

- (vii) provide for such other actions and/or combinations of the foregoing actions as the Administrator deems fair and reasonable in the circumstances.
 - (c) Upon the occurrence of an Acquisition Event, to the extent that the acquiring or succeeding corporation (or an affiliate thereof) has by appropriate action assumed the Company's obligations under the Plan, the vesting and other rights of the Company under each outstanding Option and any related agreement shall inure to the benefit such acquiring or succeeding corporation (or an affiliate thereof) and shall apply to the cash, securities or other property into which the Common Shares were converted or exchanged for pursuant to such Acquisition Event in the same manner and to the same extent as they applied to the Optioned Shares.
 - (d) Acceleration. Notwithstanding anything to the contrary in this Plan, the Administrator may at any time either before or after the grant of any Option provide that the Option shall become immediately exercisable in full or in part.
12. Time of Granting Options. The date of grant of an Option shall, for all purposes, be the date on which the Administrator makes the determination granting such Option, or such other date as is determined by the Administrator. Notice of the determination shall be given to each Optionee to whom an Option is so granted within a reasonable time after the date of such grant.
13. Amendment and Termination of the Plan.
- (a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.
 - (b) Shareholder Approval. The Plan may only be amended or altered by the Board, subject to obtaining: (i) any necessary approval of any stock exchange or national market system on which the Common Shares are then listed; and (ii) if required by Applicable Law or the rules of the Toronto Stock Exchange or any other stock exchange or national market system on which the Common Shares are then listed, the approval of the shareholders of the Company in accordance with the rules, regulations and policies of the Toronto Stock Exchange and any stock exchange or national market system on which the Common Shares are then listed (“Shareholder Approval”). Notwithstanding the foregoing, the following amendments to the Plan may be made by the Board without Shareholder Approval:
 - (i) amendments of a technical, clerical or “housekeeping” nature, or to clarify any provision of the Plan, including without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
 - (ii) suspension or termination of the Plan;
 - (iii) amendments to respond to changes in Applicable Laws or other legislation, regulations, instruments, stock exchange rules (including the rules, regulations and policies of the Toronto Stock Exchange or any other stock exchange or national market system on which the Common Shares are listed or proposed to be listed) or accounting or auditing requirements;

- (iv) amendments necessary to permit the grant or exercise of Options to Optionees who are residents of jurisdictions other than Canada or the United States in compliance with the applicable securities, tax, employment and other laws, legislation, regulations, instruments and requirements of any such jurisdiction, including the establishment of sub-plans for such purpose;
- (v) amendments respecting administration of the Plan;
- (vi) any amendment to the definition of “Consultant”, “Officer”, “Director” or “Employee” or otherwise relating to the eligibility of any service provider of the Company or a Related Entity to receive an Option;
- (vii) changes to the vesting provisions for any outstanding Option, including vesting acceleration;
- (viii) changes to exercise methods and frequency;
- (ix) adding further or other cashless exercise features, payable in cash or securities, whether or not providing for a full deduction of the number of underlying Common Shares from the Plan reserve;
- (x) amendments to termination provisions of the Plan or any outstanding Option, provided no such amendment may result in an extension of any outstanding Option held by an Insider beyond its original expiry date;
- (xi) adjustments to reflect stock dividends, stock splits, reverse stock splits, share combinations or other alterations of the capital stock of the Company;
- (xii) amendments to permit Options granted under the Plan to be transferable or assignable for estate settlement purposes; and
- (xiii) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under Applicable Laws (including, without limitation, the rules, regulations and policies of the Toronto Stock Exchange).
- (xiv) The approval of the shareholders of the Company at a duly constituted meeting of shareholders shall be required for the following types of amendments:
- (xv) amendments to the number of Common Shares issuable under the Plan, including an increase to a maximum percentage of Common Shares or a change from a maximum percentage of Common Shares to a fixed maximum number;
- (xvi) amendments to the limitations on grants of Options to Non-Employee Directors in Section 5(d) and 5(e) of the Plan;
- (xvii) amendments reducing the exercise price or purchase price of an Option (which for such purpose shall include a cancellation of outstanding Options and contemporaneous re-grant of Options having a lower exercise price or purchase price);
- (xviii) amendments extending the term of an Option;

- (xix) adding a feature for financial assistance by the Company to Optionees to facilitate the purchase of Common Shares under the Plan;
 - (xx) any amendment to remove Section 5(c) or to exceed the limit set forth in Section 5(c);
 - (xxi) amendments to permit Options to be transferable or assignable other than for estate settlement purposes;
 - (xxii) amendments to this Section 13(b); and
 - (xxiii) amendments required to be approved by shareholders under Applicable Laws (including, without limitation, the rules, regulations and policies of any established stock exchange or national market system on which the Common Shares are then listed).
- (c) In the event of any conflict between subsections (i) to (xiii) and subsections (xiv) to (xxii), above, the latter shall prevail to the extent of any conflict.
- (d) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Optionee, unless mutually agreed otherwise between the Optionee and the Administrator, which agreement must be in writing and signed by the Optionee and the Company. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Options granted under the Plan prior to the date of such termination.

14. Conditions Upon Issuance of Common Shares.

- (a) Legal Compliance.
- (i) Common Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Common Shares shall comply with Applicable Laws, obtaining all regulatory approvals in connection herewith, the admission of the Common Shares to listing on any stock exchanges on which the Common Shares may be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.
 - (ii) While the Plan is intended to satisfy SEC Rule 701 and NI 45-106, Options may be made under the Plan in reliance upon other securities law exemptions, as applicable, and to the extent another exemption is relied upon, the terms of the Plan which are required only because of SEC Rule 701 or NI 45-106, as applicable, need not apply. The Company's obligation to issue and deliver Common Shares pursuant to any Option is subject to the availability, on terms and conditions reasonably satisfactory to the Company of an exemption from prospectus and registration requirements in respect of the issuance, sale and delivery of such Common Shares under applicable securities and "blue sky" laws.
- (b) Investment Representations. As a condition to the exercise of an Option, the Administrator may require the person exercising such Option to represent and warrant at the time of any such exercise that the Common Shares are being purchased only for investment and without any present intention to sell or distribute such Common Shares if, in the opinion of counsel for the Company, such a representation is required.

- (c) Lock-up. If requested by the Company or any underwriter participating in any offering of securities of the Company, the Optionee shall agree not to:
- (i) directly or indirectly sell or otherwise transfer or dispose of any of the Optioned Shares, or
 - (ii) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase any Optioned Shares, or
 - (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Shares or other securities, in cash, or otherwise,

for a period not to exceed 180 days following the effective date of a registration statement filed under the United States Securities Act of 1933 or the receipt date of a final prospectus of the Company filed under Canadian securities laws and, at the Company's or such underwriter's request, the Optionee shall sign a lock-up agreement to such effect. Such 180 day period may be extended if required by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto. Such lock-up agreement shall be in writing in a form satisfactory to the Company or such underwriter. The Company may impose stop-transfer instructions with respect to Optioned Shares in order to enforce the restrictions in this Section 14(d). The restrictions in this Section 14(c) shall survive the exercise of any Option to apply to any Common Shares issuable thereunder and shall be in addition to, and not in substitution of, any other lock-up or similar agreement applicable to the Optionee.

15. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Common Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority shall not have been obtained.
16. Reservation of Common Shares. The Company, during the term of the Plan, shall at all times reserve and keep available such number of Common Shares as shall be sufficient to satisfy the requirements of the Plan.
17. Governing Law. The Plan shall be governed by and interpreted in accordance with the laws of the Province of Ontario, without giving effect to the principles of the conflicts of laws thereof.
18. Effective Date. The Plan was adopted by the Board of Directors and effective as of May 11, 2017.

Exhibit A

Notice of Option Grant and Option Agreement

DATE

OPTIONEE'S NAME

ADDRESS

Dear _____:

Reference is made to the Kinaxis Inc. Canadian Resident Stock Option Plan (as the same may be amended from time to time, the "Plan"). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Plan. Pursuant to the terms and conditions of the Plan, you have been granted options to purchase _____ Common Shares as outlined below.

Granted to:

Date of grant: _____

Vesting Start Date: _____

Number of Common Shares: _____

Exercise Price per Common Share (CDN\$/USD\$): _____

Expiration Date (5 years after date of grant): _____

Vesting Schedule: Per Section 9(a) of the Plan, i.e., vesting in four equal annual increments, with the first annual increment vesting on the one-year anniversary of the Vesting Start Date.

By my signature below, I hereby acknowledge receipt of this Option granted on the date shown above, which has been issued to me under the terms and conditions of the Plan. I further acknowledge receipt of the copy of the Plan and agree to all of the terms and conditions of the Plan.

Please return a signed copy of this letter to _____

Signature: _____

Date: _____

Note: If there are any discrepancies in the name or address shown above, please make the appropriate corrections on this form.

APPENDIX C – RESOLUTION APPROVING THE NEW NON-CANADIAN RESIDENT PLAN

**KINAXIS INC.
(the “Corporation”)**

RESOLUTION OF THE SHAREHOLDERS

BE IT RESOLVED THAT:

- (a) the non-Canadian resident stock option plan of the Corporation, as described in the Management Information Circular of the Corporation dated May 11, 2017 (the “Non-Canadian Resident Plan”), be and is hereby ratified and approved;
- (b) the Corporation be and is hereby authorized to issue Common Shares in satisfaction of the Corporation’s obligations under any awards granted pursuant to the terms and conditions of the Non-Canadian Resident Plan and, subject to the ratification and approval thereof, the Canadian resident stock option plan of the Corporation, as described in the Management Information Circular of the Corporation dated May 11, 2017 (the “Canadian Resident Plan”), equal in number to Two Million Three Hundred Thousand (2,300,000);
- (c) any officer of the Corporation be, and is hereby authorized and directed, for and on behalf of the Corporation, to finalize, sign or deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the Toronto Stock Exchange, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing; and
- (d) the directors of the Corporation may revoke this resolution before it is acted upon without further approval of the Shareholders.

APPENDIX D – NEW NON-CANADIAN RESIDENT PLAN

KINAXIS INC.

NON-CANADIAN RESIDENT STOCK OPTION PLAN

(as adopted and effective as of May 11, 2017)

1. Purposes of the Plan. The purposes of this Non-Canadian Resident Stock Option Plan are to attract and retain the best available personnel, to provide additional incentive to Employees, Officers, Directors and Consultants and to promote the success of the Company's business. Options granted under the Plan may be Incentive Stock Options or Non-statutory Stock Options (as such terms are relevant for U.S. tax purposes) as determined by the Administrator at the time of grant.
2. Definitions. As used herein, the following definitions shall apply:
 - (a) "2012 Stock Option Plan" means the stock option plan the Company adopted and effective as of June 27, 2012, as amended on February 14, 2014, May 1, 2014 and May 30, 2014.
 - (b) "Administrator" means the Board or any of its Committees as shall be administering the Plan in accordance with Section 4 hereof.
 - (c) "Applicable Laws" means the requirements relating to the administration of stock option plans under the corporate laws of the Company's jurisdiction of incorporation; national, federal, state and provincial securities laws of Canada and, to the extent Options are granted to U.S. Optionees, the United States; tax laws of Canada, and to the extent Options are granted to U.S. Optionees, the United States including the Code; and any stock exchange or quotation system on which the Common Shares are listed or quoted.
 - (d) "Black Out Period" means a period during which an Optionee is prohibited by the Company from exercising Options and/or selling or otherwise disposing of Optioned Shares pursuant to the Company's Insider Trading Policy, as in effect from time to time.
 - (e) "Board" means the Board of Directors of the Company.
 - (f) "Canadian Stock Option Plan" means the stock option plan the Company adopted and effective as of May 11, 2017 and in respect of Canadian Employees, Officers, Directors and Consultants of the Company.
 - (g) "Cause" means conduct involving one or more of the following: (i) the substantial and continuing failure of the Optionee, after notice thereof, to render services to the Company in accordance with the terms or requirements of his or her business relationship with the Company; (ii) disloyalty, gross negligence, willful misconduct, dishonesty, fraud or breach of fiduciary duty to the Company; (iii) deliberate disregard of the rules or policies of the Company, or breach of an employment or other agreement with the Company, which results in direct or indirect loss, damage or injury to the Company; (iv) the unauthorized disclosure of any trade secret or confidential information of the Company; (v) the commission of an act which constitutes unfair competition with the Company or which induces any customer or supplier to breach a contract with the Company; or (vi) any other conduct that constitutes just cause for termination of

employment without notice under the laws of the Province of Ontario or the analogous laws of the jurisdiction in which the Optionee is then employed. “Cause” shall also include the conduct defined in the employment agreement of the Optionee, if any, as “Cause”. For the purposes of this definition, references to “Company” includes references to any Parent (if any) and any Subsidiary.

- (h) “Code” means the United States Internal Revenue Code of 1986, as amended, and any regulations thereunder.
- (i) “Committee” means a committee of Directors appointed by the Board in accordance with Section 4 hereof.
- (j) “Common Shares” means the common shares of the Company.
- (k) “Company” means Kinaxis Inc., a corporation incorporated under the Canada Business Corporations Act, and any successor of the Company by continuance or otherwise.
- (l) “Consultant” means any person that: (i) is engaged to provide services to the Company, its Parent (if any) or any Subsidiary, other than in relation to a distribution (as such term is defined in the Securities Act (Ontario), as amended), (ii) provides such services under a written contract between Company, its Parent (if any) or a Subsidiary and such person, and (iii) in the reasonable opinion of the Administrator, spends or will spend a significant amount of time and attention on the affairs and business of the Company, its Parent (if any) or any Subsidiary, and includes for a consultant that is not an individual, an employee, Executive Officer, or director of the consultant, provided that the individual employee, Executive Officer, or director spends or will spend a significant amount of time and attention on the business of the Company, its Parent (if any) or a Subsidiary.
- (m) “Director” means a member of the Board of Directors of the Company, or a member of the Board of Directors of its Parent (if any) or any Subsidiary.
- (n) “Disability” means total and permanent disability as defined in Section 22(e)(3) of the Code.
- (o) “Employee” means any person, including Officers if applicable, employed by the Company or its Parent (if any) or any Subsidiary. A Service Provider shall not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent (if any), any Subsidiary, or any successor. A leave of absence approved by the Company shall include sick leave, military leave, or any other leave of absence approved by an authorized representative of the Company. For purposes of Incentive Stock Options, if such leave exceeds three months, the person shall no longer be considered an Employee, unless reemployment upon expiration of such leave is guaranteed by statute or contract, including Company policies. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, on the date that is three months following the day of such leave any Incentive Stock Option held by the Optionee shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Non-statutory Stock Option. Neither service as a Director nor payment of a director’s fee by the Company shall be sufficient to constitute “employment” by the Company.
- (p) “Equity Award” means any Option, restricted stock, deferred stock unit or other equity granted pursuant to the Plan or otherwise, to a Non-Employee Director by virtue of his services as a Non-Employee Director, other than equity granted or taken in lieu of cash fees.

- (q) “Executive Officer” has the meaning set forth in NI 45-106.
- (r) “Fair Market Value” means, as of any date, the value of the Optioned Shares, determined as follows:
- (i) if the Optioned Shares are listed on the Toronto Stock Exchange, the closing sales price for shares of such class as quoted on the Toronto Stock Exchange for the last market trading day prior to the date of determination (or if no sales were reported, the average of the high bid and the low bid on such day);
 - (ii) if the Optioned Shares are listed on an established stock exchange or a national market system, other than the Toronto Stock Exchange, including without limitation the Nasdaq Global Market or The Nasdaq Capital Market of The Nasdaq Stock Market, the closing sales price for shares of such class (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day prior to the date of determination, as reported in the Wall Street Journal or such other source as the Administrator deems reliable;
 - (iii) if the Optioned Shares are listed both on the Toronto Stock Exchange and another established stock exchange or national market system and: (A) the Company is not eligible for the Interlisted Issuer Exemption, the Fair Market Value shall be as determined in accordance with Section 2(r)(i), or (B) the Company is eligible for the Interlisted Issuer Exception, the Fair Market Value shall be as determined in accordance with Section 2(r)(ii);
 - (iv) if the Optioned Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of the Optioned Shares shall be the mean between the high bid and low asked prices for the shares of such class on the last market trading day prior to the date of determination; or
 - (v) in the absence of an established market for the Optioned Shares, the Fair Market Value of the Optioned Shares shall be determined in good faith by the Administrator using any measure of value it determines to be appropriate (including, as it considers appropriate, relying on appraisals) in a manner, if applicable, consistent with the valuation principles under Section 409A of the Code, except as the Board may expressly determine otherwise.

Subject to the foregoing, the Administrator has sole discretion to determine the Fair Market Value for purposes of the Plan, and all Options are conditioned on the Optionees' agreement that the Administrator's determination is conclusive and binding even though others might make a different determination.

- (s) “Five Day VWAP” means the volume weighted average trading price of the Common Shares on the Toronto Stock Exchange, or another stock exchange where the majority of the trading volume and value of the Common Shares occurs, for the five trading days immediately preceding the relevant date, calculated by dividing the total value by the total volume of Common Shares traded during such five day period.
- (t) “IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board.

- (u) “Incentive Stock Option” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.
- (v) “Insider” has the meaning set forth in the TSX Company Manual.
- (w) “Interlisted Issuer Exception” means, at any time when the Common Shares are listed both on the Toronto Stock Exchange and a Recognized Exchange, and less than 25% of the overall trading volume of the Common Shares occurred on the Toronto Stock Exchange (and all other Canadian marketplaces) in the twelve months preceding the date of determination, or that the Company is otherwise eligible for the interlisted issuer exception in Section 602(g) of the TSX Company Manual (or any similar or successor exception to the rules and policies of the Toronto Stock Exchange).
- (x) “NI 45-106” means National Instrument 45-106 - Prospectus Exemptions, promulgated under the Securities Act (Ontario), as such instrument may be amended from time to time, or any successor instrument thereto.
- (y) “Non-Employee Director” means any Director who is not also an Employee.
- (z) “Non-statutory Stock Option” means an Option not intended to qualify as an Incentive Stock Option, and means Options issued to meet the conditions of a nonstatutory stock option in accordance with U.S. Treasury Regulation 1.409A-1(b)(5)(i).
- (aa) “Officer” means an officer of the Company, a Parent or any Subsidiary.
- (bb) “Option” includes an Incentive Stock Option or Non-statutory Stock Option granted pursuant to the Plan.
- (cc) “Option Agreement” means a written or electronic agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. The Option Agreement is subject to the terms and conditions of the Plan. A notice of Option grant in the form attached as Exhibit A or such other form as may be adopted by the Administrator from time to time shall be an acceptable form of Option Agreement for the purposes of the Plan.
- (dd) “Optioned Shares” means the Common Shares subject to an Option, as adjusted in accordance with Section 10 below.
- (ee) “Optionee” means the holder of an outstanding Option granted under the Plan.
- (ff) “Outstanding Issue” means the number of Common Shares outstanding on a non-diluted basis immediately prior to the date or period in question.
- (gg) “Parent” means a “parent corporation”, whether now or hereafter existing, as defined in Section 424(e) of the Code.
- (hh) “Plan” means this Non-Canadian Resident Stock Option Plan.
- (ii) “Recognized Exchange” has the meaning set forth in the TSX Company Manual.

- (jj) “Service Provider” means an Employee, Officer, Director or Consultant who resides outside of Canada and provides services to the Company or its Parent (if any) or any Subsidiary primarily outside of Canada and is not subject to tax in Canada (or, if an Employee, Officer or Director becomes a Canadian tax resident, such Employee, Officer or Director will satisfy the conditions of subsection 6(13) of the Income Tax Act (Canada)).
- (kk) “Share Compensation Arrangement” means a plan or program established or maintained by the Company providing for the acquisition of securities of the Company by Employees, Directors, Officers or Consultants of the Company as compensation or as an incentive or benefit for services provided by such persons, and includes all “security based compensation arrangements” as such term is used in the TSX Company Manual.
- (ll) “Subsidiary” means a “subsidiary corporation”, whether now or hereafter existing, as defined in Section 424(f) of the Code.
- (mm) “U.S. Optionee” means an Optionee who is subject to U.S. taxation.
- (nn) “Vesting Start Date” means the date an Option shall start to vest as set forth in the Option Agreement.

3. Common Shares Subject to the Plan.

- (a) Subject to the provisions of Section 3(b) and Section 10 of the Plan, the maximum aggregate number of Common Shares that may be reserved for issue, subject to option, and issued under the Plan and the Canadian Stock Option Plan collectively is Two Million Three Hundred Thousand (2,300,000) Common Shares (the “Pool”). Incentive Stock Options may be granted in respect of all of the Common Shares reserved for issue in the Pool.
- (b) For the purposes of calculating the Pool, the number of Common Shares subject to Options granted under the Plan that expire, terminate or become unexercisable without having been exercised shall again become available in the Pool for future grant under the Plan (unless the Plan has terminated).
- (c) Upon adoption of the Plan by the Board, no further options will be granted under the 2012 Stock Option Plan (but options may be granted under the Canadian Stock Option Plan).

4. Administration of the Plan.

- (a) Administrator. The Plan shall be administered by the Board or a Committee appointed by the Board, which Committee shall be constituted to comply with Applicable Laws.
- (b) Powers of the Administrator. Subject to the provisions of the Plan and, in the case of a Committee, the specific duties delegated by the Board to such Committee, and subject to the approval of any relevant authorities, the Administrator shall have the authority in its discretion:
 - (i) to determine the Fair Market Value at the date the Option is granted;
 - (ii) to select the Service Providers to whom Options may from time to time be granted hereunder;

- (iii) to determine the number of Common Shares to be covered by each such award granted hereunder;
 - (iv) to approve forms of agreement for use under the Plan;
 - (v) to determine the terms and conditions of any Option granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Options may be exercised (including vesting provisions) (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions (including the consequences of termination of the relationship as a Service Provider), and any restriction or limitation regarding any Option or the Optioned Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;
 - (vi) to determine whether and under what circumstances an Option may be settled in cash in accordance with Section 9(a) instead of Common Shares;
 - (vii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of qualifying for preferred tax treatment under foreign tax laws; and
 - (viii) to construe and interpret the terms of the Plan and awards granted pursuant to the Plan.
- (c) Effect of Administrator's Decision. All decisions, determinations and interpretations of the Administrator shall be final and binding on all Optionees.

5. Eligibility and Limitations.

- (a) Non-statutory Stock Options may be granted to Service Providers who reside in or provide services in any jurisdiction other than Canada. Incentive Stock Options may be granted only to an Employee who is a U.S. Optionee. All Options granted to Service Providers that are resident in the State of California must comply with the requirements set forth in Exhibit B hereto.
- (b) Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Non-statutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Common Shares with respect to which Incentive Stock Options are exercisable for the first time by the Optionee during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds USD\$100,000 (or equivalent amount as determined on the date such Incentive Stock Options are granted), such Options shall be treated as Non-statutory Stock Options. For purposes of this Section 5(b), Incentive Stock Options shall be taken into account in the order in which they were granted. The Fair Market Value of the Common Shares shall be determined as of the date the Option with respect to such Common Shares is granted.
- (c) Neither the Plan nor any Option shall confer upon any Optionee any right with respect to continuing the Optionee's relationship as a Service Provider with the Company, nor shall it interfere in any way with his or her right or the Company's right to terminate such relationship at any time, with or without cause.

- (d) If the Common Shares are listed on the Toronto Stock Exchange, no Option shall be granted at any time to any Insider if such Option, together with all of the Company's previously established or proposed Share Compensation Arrangements, including the Plan, could result, at any time, in:
- (i) the number of Common Shares issued to Insiders pursuant to the Plan, together with all of such other Share Compensation Arrangements, within any one (1) year period exceeding ten percent (10%) of the Outstanding Issue; or
 - (ii) the number of Common Shares issuable to Insiders at any time pursuant to the Plan and all such other Share Compensation Arrangements exceeding ten percent (10%) of the Outstanding Issue.

For avoidance of doubt, Common Shares issuable pursuant to awards granted prior to June 10, 2014 shall not be counted in the calculation of Common Shares "issued" for the purposes of this Section 5(d). Notwithstanding the foregoing, the Company and the Administrator need not comply with this Section 5(d) if the Common Shares are listed on both the Toronto Stock Exchange and another Recognized Exchange and the Interlisted Issuer Exemption is available.

- (e) Grants of Options to Non-Employee Directors by virtue of his or her service as a Non-Employee Director shall be limited for each Non-Employee Director to a grant in each financial year of the Company of Options with an award value, together with any other Equity Award in that financial year, not exceeding C\$100,000 (or equivalent amount as determined on the date such Options are granted), calculated using the Black-Scholes methodology or, in the discretion of the Administrator, such other methodology as may be prescribed under IFRS, at the date of grant.
- (f) In addition to the limit set out in Section 5(e) above, grants of Options to Non-Employee Directors shall be limited to ensure that the maximum aggregate number of Common Shares issuable pursuant to (i) Options granted to Non-Employee Directors, and (ii) options granted to Non-Employee Directors pursuant to the Canadian Stock Option Plan, as a group by virtue of their service as Non-Employee Directors, does not exceed that number of Common Shares equal to 1% of the Outstanding Issue at the time of such grant.
6. Term of Plan. The Plan shall become effective upon its adoption by the Board. It shall continue in effect for a term of 10 years unless sooner terminated pursuant to Section 13 or if any requisite Shareholder Approval is not obtained.
7. Term of Option. The term of each Option shall be set forth in the Option Agreement. Unless otherwise determined by the Administrator and set forth in the Option Agreement, the term of each Option shall be five (5) years from the date of grant thereof. Under no circumstances shall any Option be granted with a term in excess of five (5) years from the date of grant thereof.
8. Option Exercise Price and Consideration. The per share exercise price for the Common Shares to be issued upon exercise of an Option shall be determined by the Administrator but shall in any event be not less than the per share Fair Market Value of the Optioned Shares on the date of the grant, provided that, in the case of an Incentive Stock Option granted to any Employee who is a U.S. Optionee and who owns stock possessing more than 10% of the total combined voting power of all classes of the Company's stock or that of its Parent or Subsidiary, the per share exercise price shall be not less than 110% of the per share Fair Market Value of the Optioned Shares on the date of the grant. The consideration to be paid for Optioned Shares shall be in Canadian dollars; provided that the Administrator may, in its sole and absolute discretion, determine at the time of grant to have the exercise price for an Option be payable in U.S. dollars,

which amount shall be determined upon the date of grant based upon: (i) the noon rate of the Bank of Canada on the date of the grant, if the Optioned Shares are listed on the Toronto Stock Exchange, or (ii) the exchange rate determined by the Administrator, if the Optioned Shares are not listed on the Toronto Stock Exchange. The exercise price for Optioned Shares purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

- (a) in certified funds, payable to the order of the Company;
- (b) to the extent permitted by Applicable Laws and provided for in the applicable Option Agreement or approved by the Administrator, by cancellation of indebtedness to the Company, its Parent (if any) or any Subsidiary;
- (c) except as may otherwise be provided in the applicable Option Agreement or approved by the Administrator, in its sole discretion, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Optionee to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;
- (d) to the extent permitted by Applicable Laws and provided for in the applicable Option Agreement or approved by the Administrator, in its sole discretion, by authorization for the Company to retain from the total number of Optioned Shares as to which the Option is exercised that number of Optioned Shares having a Fair Market Value on the date of exercise equal to the exercise price for the total number of Optioned Shares as to which the Option is exercised;
- (e) to the extent permitted by Applicable Laws and provided for in the applicable Option Agreement or approved by the Administrator, in its sole discretion, by payment of such other lawful consideration as the Administrator may determine; or
- (f) by any combination of the above permitted forms of payment.

Notwithstanding any other provision of this Plan, in lieu of paying the aggregate exercise price to purchase Optioned Shares as set forth above, the Administrator may, in its sole and absolute discretion, permit an Optionee to elect to receive, without payment of cash or other consideration except as required by Section 9 below in connection with any withholding obligations, upon surrender of the applicable portion of a then vested and exercisable Option to the Company, that number of Common Shares, disregarding fractions, equal to the number obtained by dividing (a) the difference between the Five Day VWAP of one Common Share determined as of the date of delivery of the notice of exercise referred to in Section 9 and the exercise price of the Option, multiplied by the number of Optioned Shares in respect of which the Option would otherwise be exercised with payment of the aggregate exercise price to purchase Optioned Shares, by (b) the Five Day VWAP of one Common Share determined as of the date of delivery of the notice of exercise referred to in Section 9.

9. Exercise of Option.

- (a) Procedure for Exercise; Rights as a Shareholder. Any Option granted hereunder shall be exercisable according to the terms hereof at such times and under such conditions as determined by the Administrator and set forth in the Option Agreement. The Company may elect, in its sole discretion, to settle any exercised Option in cash or Common Shares. If settled in cash, the amount payable to the Optionee exercising the Option shall be calculated as the Fair Market Value

of the Optioned Shares being exercised less the per Common Share exercise price for the Optioned Shares with the result multiplied by the number of Optioned Shares being exercised.

An Option may not be exercised for a fraction of a Common Share. Subject to the terms hereof and such other or different conditions as may be determined by the Administrator and set forth in the applicable Option Agreement, and subject to earlier termination in accordance with this Section 9 and as otherwise provided by the Plan, Options granted under the Plan shall vest in four equal annual increments, with the first annual increment vesting on the one-year anniversary of the Vesting Start Date, and be exercisable as follows:

Vesting date:	Number of Optioned Shares vesting on the vesting date:	Cumulative total number of vested Optioned Shares on vesting date:
End of one year from the Vesting Start Date	25% of Optioned Shares under the original Option grant	25% of Optioned Shares
End of two years from the Vesting Start Date	25% of Optioned Shares under the original Option grant	50% of Optioned Shares
End of three years from the Vesting Start Date	25% of Optioned Shares under the original Option grant	75% of Optioned Shares
End of four years from the Vesting Start Date (such that all Optioned Shares shall be vested four years after the Vesting Start Date)	25% of Optioned Shares under the original Option grant	100% of Optioned Shares

An Option shall be deemed exercised when: (i) the Company receives written or electronic notice of exercise (in accordance with the Option Agreement) from the person entitled to exercise the Option, (ii) if the Company does not elect to settle the Option in cash, the Company receives full payment for the Optioned Shares with respect to which the Option is exercised, and (iii) any withholding obligations are satisfied as contemplated in the succeeding paragraph. Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Option Agreement and the Plan. Optioned Shares issued upon exercise of an Option shall be issued in the name of the Optionee or, in the event of the death of the Optionee, such other person as permitted pursuant to Section 9(d). Until and unless the Optioned Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. If the Company does not elect to settle the Option in cash, the Company shall issue (or cause to be issued) such Optioned Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date such Optioned Shares are issued, except as provided in Section 10.

If the Company or its Parent (if any) or a Subsidiary determines in its sole discretion that under the requirements of applicable taxation laws or regulations of any governmental authority whatsoever (including laws and regulations respecting applicable income, employment and non-resident withholding tax obligations) it is obliged to withhold for remittance to a taxing authority any amount upon the exercise of an Option, the Company, its Parent (if any) or Subsidiary may take any steps it considers necessary or appropriate in the circumstances to withhold in connection with any Option or other benefit under the Plan including, without limiting the generality of the foregoing:

- (i) requiring the Optionee exercising the Option to pay to the Company, or its Parent (if any) or any Subsidiary, in addition to and in the same manner as the exercise price of the Optioned Shares, such amount as the Company, its Parent (if any) or any Subsidiary is obliged to remit to such taxing authority in respect of the Option, with any such

additional payment, in any event, being due no later than the date as of which any amount with respect to the Option exercised first becomes included in the gross income of the Optionee for tax purposes;

- (ii) issuing the Optioned Shares to an agent on behalf of the Optionee and directing the agent to sell a sufficient number of the Optioned Shares on behalf of the Optionee to satisfy the amount of any such withholding obligation, with the agent paying the proceeds of any such sale to the Company, its Parent (if any) or any Subsidiary (as directed by the Company) for this purpose; or
- (iii) to the extent permitted by law, deducting the amount of any such withholding obligation from any payment of any kind otherwise due to the Optionee.

If permitted by the Administrator in its sole discretion, an Optionee may elect to satisfy his or her tax withholding obligations upon exercise of an Option by irrevocably surrendering Optioned Shares to the Company that have a Fair Market Value as of the date that applicable tax is to be withheld equal to the minimum statutory withholding rates, including payroll taxes.

Exercise of an Option in any manner shall result in a decrease in the number of Common Shares thereafter available for sale under the Option, by the number of Common Shares as to which the Option is exercised.

- (b) Termination of Relationship as a Service Provider. If an Optionee ceases to be a Service Provider other than as a result of death or disability, such Optionee may exercise his or her Option within thirty (30) days (or such longer period as may be provided in any Option Agreement or employment agreement) to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of the Option as set forth in the Option Agreement). If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Common Shares covered by the unvested portion of the Option on the date of termination shall revert to the Pool, and for greater certainty, the Optionee shall have no entitlement to acquire such reverted Common Shares, provided that an Option Agreement or employment agreement may provide that, in certain circumstances, Options may fully vest at the date of notice of termination. Notwithstanding the foregoing, if an Optionee ceases to be a Service Provider because the Optionee's employment or service to the Company is terminated for Cause, the Option shall thereafter not be exercisable to any extent whatsoever. If, after termination, the Optionee does not exercise his or her Option within the time specified by the Administrator, the Option shall terminate, and the Common Shares covered by such Option shall revert to the Pool. In the event that the Optionee ceases to be a Service Provider by reason of the termination of the Optionee's employment without Cause by the Company, its Parent (if any) or any Subsidiary (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice), the date of termination for the purposes of this Section 9(b) shall be the date that actual notice of termination of employment or dismissal is given by the Company, its Parent (if any) or any Subsidiary to the Optionee, without reference to a "notice period" or "severance period" or any other period after the date that actual notice of termination is given which may be required by law when determining adequate reasonable notice or pursuant to any contract of employment with the Optionee, as determined by the Administrator.

In the event an Optionee ceases to be an Employee but otherwise remains a Service Provider, such Employee's Incentive Stock Option shall automatically convert to a Non-statutory Stock Option on the date that is three months following such change of status.

- (c) Disability of Optionee. If an Optionee ceases to be a Service Provider as a result of the Optionee's Disability, the Optionee may exercise his or her Option within 180 days to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Common Shares covered by the unvested portion of the Option shall revert to the Pool. If, after termination, the Optionee does not exercise his or her Option within the time specified herein, the Option shall terminate, and the Common Shares covered by such Option shall revert to the Pool.
- (d) Death of Optionee. If an Optionee dies while a Service Provider, the Option may be exercised within 180 days to the extent that the Option is vested on the date of death (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) by the Optionee's estate or by a person who acquires the right to exercise the Option by bequest or inheritance. If, at the time of death, the Optionee is not vested as to the entire Option, the Common Shares covered by the unvested portion of the Option shall immediately revert to the Pool. If the Option is not so exercised within the time specified herein, the Option shall terminate, and the Common Shares covered by such Option shall revert to the Pool.
- (e) Buyout Provisions. The Option Agreement between the Company and a Service Provider may grant the Company a repurchase option of Common Shares acquired by a Service Provider as a result of the exercise of Options. The price to be paid by the Company upon any repurchase of Common Shares shall be equal to the Five Day VWAP for one Common Share multiplied by the aggregate number of Common Shares to be purchased, calculated on the date the offer is made. In addition, the Administrator may at any time, but shall not be required to, offer to buy out for a payment in cash or Common Shares, an Option previously granted, based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made. If such a payment is made in cash, the payment shall be equal to the Five Day VWAP for one Common Share multiplied by the aggregate number of Common Shares to be purchased, calculated on the date the offer is made. If such a payment is made in Common Shares, the number of Common Shares to be issued in payment shall be equal to the number, disregarding fractions, obtained by dividing (a) the difference between the Five Day VWAP of one Common Share determined as of the date of the offer to buyout and the exercise price of the Option, multiplied by the number of Optioned Shares in respect of which the Option would otherwise be exercisable, by (b) the Five Day VWAP of one Common Share determined as of the date of offer to purchase.
- (f) Non-Transferability of Options. Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner:
 - (i) other than by will or by the laws of descent or distribution (and may be exercised, during the lifetime of the Optionee, only by the Optionee); and
 - (ii) with the prior written consent of the Administrator and subject to such conditions as the Administrator may designate, to a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or tax-free savings account (TFSA), or similar plan, fund or account that is (A) established by the individual, or (B) under which the individual is a beneficiary.

- (g) Black Out Period. Notwithstanding the foregoing, if an Option expires, terminates or is cancelled (other than an expiry, termination or cancellation for Cause) within or immediately after a Black Out Period, the term of such Option shall be extended to the date which is ten (10) trading days after the last day of the Black Out Period; provided, that, the expiration date as extended by this Section 9(g) will not in any event be beyond the later of: (i) December 31 of the calendar year in which the Option was otherwise due to expire; and (ii) the 15th day of the third month following the month in which the Option was otherwise due to expire. Notwithstanding the foregoing: (A) this Section 9(g) shall not be applicable to holders of Incentive Stock Options and (B) that in the case of Options held by U.S. Optionees, in no event shall the extension be to a date later than the earlier of (x) the original expiration date of the Option and (y) 10 years from the date of grant of the Option.

10. Adjustments Upon Changes in Capitalization.

- (a) Changes in Capitalization. Subject to any required action by the shareholders of the Company, the number of Optioned Shares covered by each outstanding Option and the number of Common Shares which have been authorized for issuance under the Plan but as to which no Options have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option, as well as the price per Common Share covered by each such outstanding Option, shall be proportionately adjusted for any increase or decrease in the number of issued Common Shares resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Shares, or any other increase or decrease in the number of issued Common Shares effected without receipt of consideration by the Company. The conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Common Shares subject to an Option.
- (b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Optionee as soon as practicable prior to the effective date of such proposed transaction. The Administrator in its discretion may provide for an Optionee to have the right to exercise his or her Option until fifteen (15) days prior to such transaction as to all of the Optioned Shares which have then vested and are exercisable. In addition, the Administrator may provide that any Company repurchase option applicable to any Common Shares purchased upon exercise of an Option shall lapse as to all such Common Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated. To the extent it has not been previously exercised, an Option will terminate immediately prior to the consummation of such proposed action.

11. Acquisition Event.

- (a) Definitions.
- (i) “Acquisition Event” means: (a) any merger, amalgamation, consolidation, or arrangement of the Company with or into another entity (other than a merger, amalgamation, consolidation, or arrangement of the Company with one or more of its Parent (if any) or Subsidiaries) as a result of which all of the Common Shares are converted into or

exchanged for the right to receive cash, securities or other property or are cancelled or (b) any transfer or disposition of all of the Common Shares of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any other acquisition of the Company or its business as determined by a resolution of the Board.

- (b) Treatment of Options on Acquisition Event. Upon the execution by the Company of any agreement with respect to an Acquisition Event, the Administrator in its sole discretion may, without any action or consent of the Optionees:
- (i) provide that any or all outstanding Options shall be assumed, or equivalent options shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof);
 - (ii) provide that any or all outstanding Options shall be converted into a right to purchase, for each Optioned Share immediately prior to the consummation of the Acquisition Event, the consideration (whether cash, securities or other property) received as a result of the Acquisition Event by holders of the same class of shares held immediately prior to the consummation of the Acquisition Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of such class of shares);
 - (iii) provide that any or all outstanding Options shall be converted into a right to purchase, for each Optioned Share immediately prior to the consummation of the Acquisition Event, shares or other securities of the acquiring or succeeding corporation (or an affiliate thereof) that are equivalent (as determined by the Administrator in its sole discretion) in fair market value to the per share consideration received by holders of outstanding shares of the applicable class as a result of the Acquisition Event;
 - (iv) provide that any or all outstanding Options shall accelerate and become exercisable in full as of a specified time prior to the Acquisition Event and shall terminate immediately prior to the consummation of such Acquisition Event, except to the extent exercised before the consummation of such Acquisition Event; provided that to the extent all or any portion of an Option becomes exercisable solely as a result this sub-paragraph (iv), the Administrator may provide in its sole discretion that upon exercise of such Option the holder shall receive shares subject to a right of repurchase by the Company or its successor at the Option exercise price. Such repurchase right (1) shall lapse at the same rate as the Option would have become exercisable under its terms, (2) shall not apply to any shares subject to the Option that were exercisable under its terms without regard to the first sentence of this paragraph, and (3) shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property into which the Common Shares were converted or for which it was exchanged pursuant to such Acquisition Event;
 - (v) provide that any or all outstanding Options shall terminate upon consummation of the Acquisition Event and that each holder shall receive, in exchange therefor, a cash payment equal to the amount (if any) by which (A) the fair market value (as determined by the Administrator in its sole discretion) multiplied by the number of Optioned Shares subject to such outstanding Options (whether or not then exercisable), exceeds (B) the aggregate exercise price of such Options (provided, that, for greater certainty, if the exercise price of the Options exceeds the fair market value as so determined, the Board

shall have the ability to cancel such Options without any payment of consideration to the Optionee);

- (vi) provide that any or all outstanding Options shall be terminated and substituted with a cash incentive program of the acquiring or succeeding corporation (or an affiliate thereof) upon consummation of the Acquisition Event; and
 - (vii) provide for such other actions and/or combinations of the foregoing actions as the Administrator deems fair and reasonable in the circumstances.
- (c) Upon the occurrence of an Acquisition Event, to the extent that the acquiring or succeeding corporation (or an affiliate thereof) has by appropriate action assumed the Company's obligations under the Plan, the vesting and other rights of the Company under each outstanding Option and any related agreement shall inure to the benefit of such acquiring or succeeding corporation (or an affiliate thereof) and shall apply to the cash, securities or other property into which the Common Shares were converted or exchanged for pursuant to such Acquisition Event in the same manner and to the same extent as they applied to the Optioned Shares.
- (d) Acceleration. Notwithstanding anything to the contrary in this Plan, the Administrator may at any time either before or after the grant of any Option provide that the Option shall become immediately exercisable in full or in part.
12. Time of Granting Options. The date of grant of an Option shall, for all purposes, be the date on which the Administrator makes the determination granting such Option, or such other date as is determined by the Administrator. Notice of the determination shall be given to each Optionee to whom an Option is so granted within a reasonable time after the date of such grant.
13. Amendment and Termination of the Plan.
- (a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.
 - (b) Shareholder Approval. The Plan may only be amended or altered by the Board, subject to obtaining: (i) any necessary approval of any stock exchange or national market system on which the Common Shares are then listed; and (ii) if required by Applicable Law or the rules of the Toronto Stock Exchange or any other stock exchange or national market system on which the Common Shares are then listed, the approval of the shareholders of the Company in accordance with the rules, regulations and policies of the Toronto Stock Exchange and any stock exchange or national market system on which the Common Shares are then listed (“Shareholder Approval”). Notwithstanding the foregoing, the following amendments to the Plan may be made by the Board without Shareholder Approval:
 - (i) amendments of a technical, clerical or “housekeeping” nature, or to clarify any provision of the Plan, including without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
 - (ii) suspension or termination of the Plan;

- (iii) amendments to respond to changes in Applicable Laws or other legislation, regulations, instruments, stock exchange rules (including the rules, regulations and policies of the Toronto Stock Exchange or any other stock exchange or national market system on which the Common Shares are listed or proposed to be listed) or accounting or auditing requirements;
- (iv) amendments necessary to permit the grant or exercise of Options to Optionees who are residents of jurisdictions other than Canada or the United States in compliance with the applicable securities, tax, employment and other laws, legislation, regulations, instruments and requirements of any such jurisdiction, including the establishment of sub-plans for such purpose;
- (v) amendments respecting administration of the Plan;
- (vi) any amendment to the definition of “Consultant”, “Officer”, “Director” or “Employee” or otherwise relating to the eligibility of any service provider of the Company or a Related Entity to receive an Option;
- (vii) changes to the vesting provisions for any outstanding Option, including vesting acceleration;
- (viii) changes to exercise methods and frequency;
- (ix) adding further or other cashless exercise features, payable in cash or securities, whether or not providing for a full deduction of the number of underlying Common Shares from the Plan reserve;
- (x) amendments to termination provisions of the Plan or any outstanding Option, provided no such amendment may result in an extension of any outstanding Option held by an Insider beyond its original expiry date;
- (xi) adjustments to reflect stock dividends, stock splits, reverse stock splits, share combinations or other alterations of the capital stock of the Company;
- (xii) amendments to permit Options granted under the Plan to be transferable or assignable for estate settlement purposes;
- (xiii) amendments necessary to qualify any or all Incentive Stock Options for such favourable federal income tax treatment (including deferral of taxation upon exercise) as may be afforded incentive stock options under Section 422 of the Code; and
- (xiv) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under Applicable Laws (including, without limitation, the rules, regulations and policies of the Toronto Stock Exchange).

The approval of the shareholders of the Company at a duly constituted meeting of shareholders shall be required for the following types of amendments:

- (xv) amendments to the number of Common Shares issuable under the Plan, including an increase to a maximum percentage of Common Shares or a change from a maximum percentage of Common Shares to a fixed maximum number;
 - (xvi) amendments to the limitations on grants of Options to Non-Employee Directors in Section 5(e) and 5(f) of the Plan;
 - (xvii) amendments reducing the exercise price or purchase price of an Option (which for such purpose shall include a cancellation of outstanding Options and contemporaneous re-grant of Options having a lower exercise price or purchase price);
 - (xviii) amendments extending the term of an Option;
 - (xix) adding a feature for financial assistance by the Company to Optionees to facilitate the purchase of Common Shares under the Plan;
 - (xx) any amendment to remove Section 5(d) or to exceed the limit set forth in Section 5(d);
 - (xxi) amendments to permit Options to be transferable or assignable other than for estate settlement purposes;
 - (xxii) amendments to this Section 13(b); and
 - (xxiii) amendments required to be approved by shareholders under Applicable Laws (including, without limitation, the rules, regulations and policies of any established stock exchange or national market system on which the Common Shares are then listed).
- (c) In the event of any conflict between subsections (i) to (xiv) and subsections (xvi to (xxiii), above, the latter shall prevail to the extent of any conflict.
- (d) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Optionee, unless mutually agreed otherwise between the Optionee and the Administrator, which agreement must be in writing and signed by the Optionee and the Company. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Options granted under the Plan prior to the date of such termination.

14. Conditions Upon Issuance of Common Shares.

- (a) Legal Compliance.
 - (i) Common Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Common Shares shall comply with Applicable Laws, obtaining all regulatory approvals in connection herewith, the admission of the Common Shares to listing on any stock exchanges on which the Common Shares may be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.
 - (ii) While the Plan is intended to satisfy SEC Rule 701 and NI 45-106, Options may be made under the Plan in reliance upon other securities law exemptions, as applicable, and to the

extent another exemption is relied upon, the terms of the Plan which are required only because of SEC Rule 701 or NI 45-106, as applicable, need not apply. The Company's obligation to issue and deliver Common Shares pursuant to any Option is subject to the availability, on terms and conditions reasonably satisfactory to the Company of an exemption from prospectus and registration requirements in respect of the issuance, sale and delivery of such Common Shares under applicable securities and "blue sky" laws.

- (b) Investment Representations. As a condition to the exercise of an Option, the Administrator may require the person exercising such Option to represent and warrant at the time of any such exercise that the Common Shares are being purchased only for investment and without any present intention to sell or distribute such Common Shares if, in the opinion of counsel for the Company, such a representation is required.
- (c) Lock-up. If requested by the Company or any underwriter participating in any offering of securities of the Company, the Optionee shall agree not to:
 - (i) directly or indirectly sell or otherwise transfer or dispose of any of the Optioned Shares, or
 - (ii) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase any Optioned Shares, or
 - (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Shares or other securities, in cash, or otherwise,

for a period not to exceed 180 days following the effective date of a registration statement filed under the United States Securities Act of 1933 or the receipt date of a final prospectus of the Company filed under Canadian securities laws and, at the Company's or such underwriter's request, the Optionee shall sign a lock-up agreement to such effect. Such 180 day period may be extended if required by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto. Such lock-up agreement shall be in writing in a form satisfactory to the Company or such underwriter. The Company may impose stop-transfer instructions with respect to Optioned Shares in order to enforce the restrictions in this Section 14(d). The restrictions in this Section 14(c) shall survive the exercise of any Option to apply to any Common Shares issuable thereunder and shall be in addition to, and not in substitution of, any other lock-up or similar agreement applicable to the Optionee.

- 15. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Common Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority shall not have been obtained.

16. Reservation of Common Shares. The Company, during the term of the Plan, shall at all times reserve and keep available such number of Common Shares as shall be sufficient to satisfy the requirements of the Plan.
17. Governing Law. The Plan shall be governed by and interpreted in accordance with the laws of the Province of Ontario, without giving effect to the principles of the conflicts of laws thereof.
18. Effective Date. The Plan was adopted by the Board of Directors and effective as of May 11, 2017.

Exhibit A

Notice of Option Grant and Option Agreement

DATE

OPTIONEE'S
ADDRESS

NAME

Dear _____:

Reference is made to the Kinaxis Inc. Non-Canadian Resident Stock Option Plan (as the same may be amended from time to time, the "Plan"). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Plan. Pursuant to the terms and conditions of the Plan, you have been granted options to purchase _____ Common Shares as outlined below.

Granted to: _____

Date of grant: _____

Vesting Start Date: _____

Number of Common Shares: _____

Exercise Price per Common Share (CDN\$/USD\$): _____

Expiration Date (___ years after date of grant): _____

Vesting Schedule: Per Section 9(a) of the Plan, i.e., vesting in four equal annual increments, with the first annual increment vesting on the one-year anniversary of the Vesting Start Date.

ISO/NSO (check one):

Incentive Stock Option*:

*Subject to the limitation set forth in Section 5(b) of the Plan. Any Options exceeding the limitation in Section 5(b) shall be treated as Non-Statutory Stock Options

Non-Statutory Stock Option: _____

By my signature below, I hereby acknowledge receipt of this Option granted on the date shown above, which has been issued to me under the terms and conditions of the Plan. I further acknowledge receipt of the copy of the Plan and agree to all of the terms and conditions of the Plan.

Please return a signed copy of this letter to _____

Signature: _____

Date: _____

Note: If there are any discrepancies in the name or address shown above, please make the appropriate corrections on this form.

Exhibit B

CALIFORNIA PARTICIPANT RULES

This Exhibit B is supplemental to the rules of the Kinaxis Inc. Non-Canadian Resident Stock Option (“Plan”). This Exhibit has been adopted for purposes of satisfying the requirements of Section 25102(o) of the California Corporate Securities Law of 1968, as amended and the regulations issued thereunder by the California Commissioner of Corporations (collectively, the “California Securities Law”). It is intended that the Plan constitute a compensatory purchase plan for purposes of Section 260.140.42 of the California Code of Regulations.

Any Option granted under the Plan to a Service Provider who is a resident of the State of California (each, a “California Participant”) on the date of grant of an Option shall be subject to the following additional terms which for purposes of compliance with the California Securities Law only shall be deemed to be a separate plan maintained solely for California Participants. Where there is any conflict between the Plan and this Exhibit, the terms of this Exhibit shall prevail.

1. Except to the extent provided in Section 9 of this Exhibit, each Option shall be granted in accordance with Rule 701 of the United States Securities Act of 1933, as amended (“Rule 701”).
2. The total number of Common Shares which may be issued to California Participants under the Plan shall not exceed the number of Common Shares determined under Section 3 (*Common Shares Subject to the Plan*), subject to adjustment in accordance with Section 10 (*Adjustments Upon Changes in Capitalization*) and Section 3 of this Exhibit.
3. The Committee shall proportionately adjust (in the manner it deems appropriate) the number of Common Shares allocated under an Option in the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Company’s equity securities without the receipt of consideration by the Company.
4. The Plan must be approved by shareholders owning a majority of the outstanding securities entitled to vote by the later of (i) the date that is 12 months before or after the date the Plan is adopted by the Board, or (ii) the date that is prior to the date of issuance of any security under the Plan in the State of California.
5. Options granted to California Participants shall not be transferable other than in accordance with Section 9(f) of the Plan and as permitted by Rule 701.
6. Unless a California Participant’s employment is terminated for cause (as defined by applicable law, the Plan or the Option grant documents, or, if applicable, by such Participant’s written contract of employment), the right of a California Participant to exercise an Option in the event of termination, to the extent the California Participant is entitled to exercise on the date employment terminates, shall continue until the earlier of the Option expiration date or (a) six (6) months from the date of termination if termination was caused by death or disability, or (b) thirty (30) days from the date of termination if termination was caused by other than death or disability.
7. If any Option granted under this Plan does not comply with all of the conditions of Rule 701, then the total number of Common Shares issuable upon exercise of all outstanding Options and the total number of Common Shares issuable under this Plan and any bonus or similar plan or agreement of the Company (as determined within the meaning of Rule 701) shall not exceed the number of securities which is equal to the applicable percentage as calculated in accordance with the conditions and exclusions of Section 260.140.45 of the regulations promulgated under the California Securities Law based on the securities of the Company which are outstanding at the time the calculation is made.

8. If pursuant to Section 9 of this Exhibit Options are granted under a securities registration exemption that does not comply with all conditions of Rule 701, then California Participants shall be provided with Company financial statements at least annually unless such participants are key employees whose duties in connection with the Company assure them with access to equivalent information.
9. Notwithstanding the foregoing, Options may be granted under the Plan to any California Participant in accordance with any other registration exemption permitted under the California Securities Law or by qualification under such law, subject to such

APPENDIX E – MANDATE OF THE DIRECTORS

KINAXIS INC. (the “Corporation”)

MANDATE OF THE DIRECTORS

1. Purpose

The primary function of the directors (individually a “Director” and collectively the “Board”) of the Corporation is to supervise the management of the business and affairs of the Corporation. Management is responsible for the day-to-day conduct of the business of the Corporation. The fundamental objectives of the Board are to enhance and preserve long-term shareholder value and to ensure that the Corporation conducts business in an ethical and safe manner. In performing its functions, the Board should consider the legitimate interests that stakeholders, such as employees, customers and communities, may have in the Corporation. In carrying out its stewardship responsibility, the Board, through the Chief Executive Officer (the “CEO”), should set the standards of conduct for the Corporation.

2. Procedure and Organization

The Board operates by delegating certain responsibilities and duties set out below to management or committees of the Board and by reserving certain responsibilities and duties for the Board. The Board retains the responsibility for managing its affairs, including selecting its chair (the “Chair of the Board”) and constituting committees of the Board. A majority of the members of the Board shall be independent within the meaning of National Instrument 58-101 (Disclosure of Corporate Governance Practices) and the rules of any stock exchange or market on which the Corporation’s shares are listed or posted for trading (collectively, “Applicable Governance Rules”). In the event the Board selects a non-independent Director to serve as the Chair of the Board, it shall also select an independent Director to serve as the independent lead Director (the “Lead Director”). In this mandate, the term “independent” includes the meanings given to similar terms by Applicable Governance Rules, including the terms “non-executive”, “outside” and “unrelated” to the extent such terms are applicable under Applicable Governance Rules. The Board shall assess, on an annual basis, the adequacy of this mandate.

3. Responsibilities and Duties

The principal responsibilities and duties of the Board fall into a number of categories which are summarized below.

(a) Legal Requirements

- (i) The Board has the overall responsibility to ensure that applicable legal requirements are complied with and documents and records have been properly prepared, approved and maintained.
- (ii) The Board has the statutory responsibility to, among other things:
 - A. manage, or supervise the management of, the business and affairs of the Corporation;
 - B. act honestly and in good faith with a view to the best interests of the Corporation;
 - C. declare conflicts of interest, real or perceived;
 - D. exercise the care, diligence and skill that reasonably prudent people would exercise in comparable circumstances; and
 - E. act in accordance with the obligations contained in the *Canada Business Corporations Act* (the “CBCA”), the regulations thereunder, the articles and by-laws of the Corporation, applicable securities laws and policies, applicable stock exchange rules, and other applicable legislation and regulations.

- (iii) The Board has the statutory responsibility for considering the following matters as a Board which in law may not be delegated to management or to a committee of the Board:
- A. any submission to the shareholders of any question or matter requiring the approval of the shareholders;
 - B. the filling of a vacancy among the directors or in the office of auditor, the appointment of any additional directors and the appointment or removal of any of the CEO, the Chair of the Board or the president of the Corporation;
 - C. the issue of securities except as authorized by the Board;
 - D. the declaration of dividends;
 - E. the purchase, redemption or any other form of acquisition of shares issued by the Corporation;
 - F. the payment of a commission to any person in consideration of the person purchasing or agreeing to purchase shares of the Corporation from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares except as authorized by the Board;
 - G. the approval of a management proxy circular;
 - H. the approval of a take-over bid circular, directors' circular or issuer bid circular;
 - I. the approval of an amalgamation of the Corporation;
 - J. the approval of an amendment to the articles of the Corporation;
 - K. the approval of annual financial statements of the Corporation; and
 - L. the adoption, amendment or repeal of any by-law of the Corporation.

In addition to those matters which at law cannot be delegated, the Board must consider and approve all major decisions affecting the Corporation, including all material acquisitions and dispositions, material capital expenditures, material debt financings, issue of shares and granting of options.

(b) Strategy Development

The Board has the responsibility to ensure that there are long-term goals and a strategic planning process in place for the Corporation and to participate with management directly or through committees in developing and approving the strategy by which the Corporation proposes to achieve these goals (taking into account, among other things, the opportunities and risks of the business of the Corporation).

(c) Risk Management

The Board has the responsibility to safeguard the assets and business of the Corporation, identify and understand the principal risks of the business of the Corporation and to ensure that there are appropriate systems in place which effectively monitor and manage those risks with a view to the long-term viability of the Corporation.

(d) Appointment, Training and Monitoring Senior Management

The Board has the responsibility to:

- (i) appoint the CEO, and together with the CEO, to develop a position description for the CEO;
- (ii) with the advice of the Compensation Committee, develop corporate goals and objectives that the CEO is responsible for meeting and to monitor and assess the performance of the CEO in light of those corporate goals and objectives and to determine the compensation of the CEO;
- (iii) provide advice and counsel to the CEO in the execution of the duties of the CEO;

- (iv) develop, to the extent considered appropriate, position descriptions for the Chair of the Board and the chair of each committee of the Board;
- (v) approve the appointment of all corporate officers;
- (vi) consider, and if considered appropriate, approve, upon the recommendation of the Compensation Committee and the CEO, the remuneration of all corporate officers;
- (vii) consider, and if considered appropriate, approve, upon the recommendation of the Compensation Committee, incentive-compensation plans and equity-based plans of the Corporation; and
- (viii) ensure that adequate provision has been made to train and develop management and members of the Board and for the orderly succession of management, including the CEO.

(e) Ensuring Integrity of Management

The Board has the responsibility, to the extent considered appropriate, to satisfy itself as to the integrity of the CEO and other officers of the Corporation and to ensure that the CEO and such other officers are creating a culture of integrity throughout the Corporation.

(f) Policies, Procedures and Compliance

The Board is responsible for the oversight and review of the following matters and may rely on management of the Corporation to the extent appropriate in connection with addressing such matters:

- (i) ensuring that the Corporation operates at all times within applicable laws and regulations and to appropriate ethical and moral standards;
- (ii) approving and monitoring compliance with significant policies and procedures by which the business of the Corporation is conducted;
- (iii) ensuring that the Corporation sets appropriate environmental standards for its operations and operates in material compliance with environmental laws and legislation;
- (iv) ensuring that the Corporation has a high regard for the health and safety of its employees in the workplace and has in place appropriate programs and policies relating thereto;
- (v) developing the approach of the Corporation to corporate governance, including to the extent appropriate developing a set of governance principles and guidelines that are specifically applicable to the Corporation; and
- (vi) examining the corporate governance practices within the Corporation and altering such practices when circumstances warrant.

(g) Reporting and Communication

The Board is responsible for the oversight and review of the following matters and may rely on management of the Corporation to the extent appropriate in connection with addressing such matters:

- (i) ensuring that the Corporation has in place policies and programs to enable the Corporation to communicate effectively with management, shareholders, other stakeholders and the public generally;
- (ii) ensuring that the financial results of the Corporation are adequately reported to shareholders, other security holders and regulators on a timely and regular basis;
- (iii) ensuring that the financial results are reported fairly and in accordance with applicable generally accepted accounting standards;
- (iv) ensuring the timely and accurate reporting of any developments that could have a significant and material impact on the value of the Corporation; and

- (v) reporting annually to the shareholders of the Corporation on the affairs of the Corporation for the preceding year.

(h) **Monitoring and Acting**

The Board is responsible for the oversight and review of the following matters and may rely on management of the Corporation to the extent appropriate in connection with addressing such matters:

- (i) monitoring the Corporation's progress in achieving its goals and objectives and, if necessary, revising and altering, through management, the direction of the Corporation in response to changing circumstances;
- (ii) considering taking action when performance falls short of the goals and objectives of the Corporation or when other special circumstances warrant;
- (iii) reviewing and approving material transactions involving the Corporation;
- (iv) ensuring that the Corporation has implemented adequate internal control and management information systems;
- (v) assessing the individual performance of each Director and the collective performance of the Board; and
- (vi) overseeing the size and composition of the Board as a whole to facilitate more effective decision-making by the Corporation.

4. Board's Expectations of Management

The Board expects each member of management to perform such duties, as may be reasonably assigned by the Board from time to time, faithfully, diligently, to the best of his or her ability and in the best interests of the Corporation. Each member of management is expected to devote substantially all of his or her business time and efforts to the performance of such duties. Management is expected to act in compliance with and to ensure that the Corporation is in compliance with all laws, rules and regulations applicable to the Corporation.

5. Responsibilities and Expectations of Directors

The responsibilities and expectations of each Director are as follows:

(a) **Commitment and Attendance**

All Directors should make every effort to attend all meetings of the Board and meetings of committees of which they are members. Members may attend by telephone.

(b) **Participation in Meetings**

Each Director should be sufficiently familiar with the business of the Corporation, including its financial position and capital structure and the risks and competition it faces, to actively and effectively participate in the deliberations of the Board and of each committee on which he or she is a member. Upon request, management should make appropriate personnel available to answer any questions a Director may have about any aspect of the business of the Corporation. Directors should also review the materials provided by management and the Corporation's advisors in advance of meetings of the Board and committees and should arrive prepared to discuss the matters presented.

(c) **Code of Business Conduct and Ethics**

The Corporation has adopted a Code of Business Conduct and Ethics to deal with the business conduct of Directors and officers of the Corporation. Directors should be familiar with the provisions of the Code of Business Conduct and Ethics. Each Director should also strive to perform his or her duties in keeping with current and emerging corporate governance best practices for directors of publicly traded corporations.

(d) **Other Directorships**

The Corporation values the experience Directors bring from other boards on which they serve, but recognizes that those boards may also present demands on a Director's time and availability, and may also present conflicts issues. Directors should advise the chair of the Nominating and Governance Committee before accepting any new membership on other boards of directors or any other affiliation with other businesses or governmental bodies which involve a significant commitment by the Director.

(e) Contact with Management

All Directors may contact the CEO at any time to discuss any aspect of the business of the Corporation. Directors also have complete access to other members of management. The Board expects that there will be frequent opportunities for Directors to meet with the CEO and other members of management in Board and committee meetings and in other formal or informal settings.

(f) Confidentiality

The proceedings and deliberations of the Board and its committees are, and shall remain, confidential. Each Director should maintain the confidentiality of information received in connection with his or her services as a director of the Corporation.

(g) Evaluating Board Performance

The Board, in conjunction with the Nominating and Governance Committee, and each of the committees of the Board should conduct a self-evaluation at least annually to assess their effectiveness. In addition, the Nominating and Governance Committee should periodically consider the mix of skills and experience that Directors bring to the Board and assess, on an ongoing basis, whether the Board has the necessary composition to perform its oversight function effectively.

6. Qualifications and Directors' Orientation

Directors should have the highest personal and professional ethics and values and be committed to advancing the interests of the Corporation. They should possess skills and competencies in areas that are relevant to the business of the Corporation. The CEO, the Chair of the Board and the Nominating and Governance Committee are jointly responsible for the provision of an orientation program for new Directors to explain the Corporation's approach to corporate governance and the nature and operation of its business. The CEO is also responsible for generating continuing education opportunities for all Directors so that members of the Board may maintain and enhance their skills as Directors.

7. Meetings

The Board should meet on at least a quarterly basis and should hold additional meetings as required or appropriate to consider other matters. In addition, the Board should meet as it considers appropriate to consider strategic planning for the Corporation. Financial and other appropriate information should be made available to the Directors in advance of Board meetings. Attendance at each meeting of the Board should be recorded. Management may be asked to participate in any meeting of the Board, provided that the CEO must not be present during deliberations or voting regarding his or her compensation.

Independent directors should meet separately from non-independent directors and management at least twice per year in conjunction with regularly scheduled Board meetings, and at such other times as the independent directors consider appropriate to ensure that the Board functions in an independent manner.

8. Committees

The Board has established an Audit Committee, a Compensation Committee, a Nominating and Governance Committee and a Disclosure Committee to assist the Board in discharging its responsibilities. Special committees of the Board may be established from time to time to assist the Board in connection with specific matters. The chair of each committee should report to the Board following meetings of the committee. The charter of each standing committee should be reviewed annually by the Board.

9. Evaluation

Each Director will be subject to an annual evaluation of his or her individual performance. The collective performance of the Board and of each committee of the Board will also be subject to annual review. Directors should be encouraged to exercise their duties and responsibilities in a manner that is consistent with this mandate and with the best interests of the Corporation and its shareholders generally.

10. Resources

The Board has the authority to retain independent legal, accounting and other consultants. The Board may request any officer or employee of the Corporation or outside counsel or the external/internal auditors to attend a meeting of the Board or to meet with any member of, or consultant to, the Board.

Directors are permitted to engage an outside legal or other adviser at the expense of the Corporation where for example he or she is placed in a conflict position through activities of the Corporation, but any such engagement shall be subject to the prior approval of the Nominating and Governance Committee.

Questions? Need Help Voting?

Please contact our Strategic Shareholder Advisor and Proxy
Solicitation Agent, Kingsdale Advisors

CONTACT US:

North American Toll Free Phone:

1-855-682-8087

@ E-mail: contactus@kingsdaleadvisors.com

 Fax: 416-867-2271

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