



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

JUNE 6, 2024

**AND**

**MANAGEMENT INFORMATION & PROXY CIRCULAR**

**2024**

**VIEMED HEALTHCARE, INC.**  
**625 E. Kaliste Saloom Rd.**  
**Lafayette, Louisiana 70508**

April 26, 2024

Dear Shareholder:

It is my pleasure to invite you to attend the 2024 annual general and special meeting (“**Meeting**”) of shareholders of Viemed Healthcare, Inc. (the “**Corporation**”). The Meeting will be held at the principal executive offices of the Corporation, located at 625 E. Kaliste Saloom Road, Lafayette, Louisiana 70508 on Thursday, June 6, 2024 at 9:00 a.m. (CDT) to:

1. receive the audited consolidated financial statements of the Corporation, together with the auditors’ reports thereon, for the fiscal years ended December 31, 2023 and 2022;
2. elect eight directors to serve until the next annual meeting of shareholders;
3. re-appoint Ernst & Young LLP as our auditors for the fiscal year ended December 31, 2024, and authorize the Board of Directors to fix the remuneration of the auditors;
4. consider and, if thought appropriate, pass an ordinary resolution to ratify, confirm and approve the 2024 Long Term Incentive Plan of the Corporation, as more particularly described in the Management Information and Proxy Circular; and
5. consider any other matters that may properly come before the Meeting or any adjournments or postponements thereof.

It is strongly recommended that you complete, date, sign and return the enclosed proxy card before June 4, 2024 to ensure that your shares will be represented at the Meeting.

The Notice of Meeting, Management Information and Proxy Circular and form of proxy and notes thereto for the Meeting are enclosed. These documents contain important information and I encourage you to read them carefully.

Yours truly,

*/s/ Casey Hoyt*

CASEY HOYT  
Chief Executive Officer

**VIEMED HEALTHCARE, INC.**  
**NOTICE OF MEETING**

NOTICE IS HEREBY GIVEN THAT the 2024 annual general and special meeting (the “**Meeting**”) of the shareholders of Viemed Healthcare, Inc. (the “**Corporation**”) will be held at the principal executive offices of the Corporation, located at 625 E. Kaliste Saloom Road, Lafayette, Louisiana 70508, on Thursday, June 6, 2024 at 9:00 a.m. (CDT) for the following purposes:

1. to receive the audited consolidated financial statements of the Corporation, together with the auditors’ reports thereon, for the fiscal years ended December 31, 2023 and 2022;
2. to elect eight directors to serve until the next annual meeting of shareholders;
3. to re-appoint Ernst & Young LLP as our auditors for the fiscal year ended December 31, 2024 and authorize the Board of Directors to fix the remuneration of the auditors;
4. to consider and, if thought appropriate, to pass an ordinary resolution to ratify, confirm and approve the 2024 Long Term Incentive Plan of the Corporation, as more particularly described in the Management Information and Proxy Circular; and
5. to consider any other matters that may properly come before the Meeting or any adjournments or postponements thereof.

Being made available along with this Notice of Meeting are: (1) the Management Information and Proxy Circular; (2) a form of proxy and notes thereto; and (3) the Corporation’s Annual Report on Form 10-K for the year ended December 31, 2023 (collectively, with this Notice of Meeting, the “**proxy materials**”).

We have elected to use the notice-and-access provisions under rules adopted by the United States Securities and Exchange Commission (the “**SEC**”) as permitted pursuant to National Instrument 51-102 – Continuous Disclosure Obligations and National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer (collectively, the “**Notice-and-Access Provisions**”). The Notice-and-Access Provisions are a set of rules developed by the SEC and the Canadian Securities Administrators that reduce the volume of materials that must be physically mailed to shareholders by allowing us to post the proxy materials online. The Notice of Internet Availability of Proxy Materials you received regarding the Internet availability of our proxy materials (the “**Notice**”) provides instructions on how to access the proxy materials and cast your vote via the Internet, by telephone or by mail. Shareholders will still receive the Notice and a form of proxy and may choose to receive a paper copy of any of the proxy materials.

We are furnishing the proxy materials to our shareholders over the Internet in accordance with the Notice-and-Access Provisions. You may read, print and download the proxy materials at [www.viemed.com/investors](http://www.viemed.com/investors). On or about April 26, 2024, we will mail our shareholders the Notice containing instructions on how to access our proxy materials and vote online. The Notice also provides instructions on how you can request proxy materials be sent to you by mail or email and how you can enroll to receive proxy materials by mail or email for future meetings. Shareholders with questions about notice-and-access can call the Corporation toll-free at 1-866-852-8343. Shareholders may obtain paper copies of the Management Information and Proxy Circular and any other proxy materials free of charge by calling 1-866-852-8343 at any time up until and including the date of the Meeting, including any adjournment or postponement thereof. Any shareholder wishing to obtain a paper copy of the proxy materials should submit its request no later than 12:00 p.m. (ET) on May 23, 2024 in order to receive paper copies of the proxy materials in time to vote before the Meeting. Under the Notice-and-Access Provisions, proxy materials will be available for viewing on the Corporation’s website for one year from the date of posting.

The Board has fixed April 12, 2024 as the record date for the Meeting.

Following the Meeting, the voting results will be announced via press release and a report of voting results, which will be filed on the Electronic Data Gathering, Analysis, and Retrieval system (EDGAR) at [www.sec.gov/edgar](http://www.sec.gov/edgar) and on the System for Electronic Document Analysis and Retrieval (SEDAR+) at [www.sedarplus.ca/](http://www.sedarplus.ca/) following the Meeting.

If you are a *registered shareholder* of the Corporation and are unable to attend the Meeting, please date and execute the accompanying form of proxy for the Meeting and deposit it with Computershare Investor Services Inc. by mail at Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, or vote by telephone by entering the 15 digit control number (as found on the Notice) at 1-866-732-8683 (Canada and the U.S. only) or (312) 588-4290 (outside Canada and the U.S.) or online by entering the 15 digit control number (as found on the Notice) at [www.investorvote.com](http://www.investorvote.com) before 9:00 a.m. (CDT) on June 4, 2024, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment or

postponement of the Meeting. We encourage shareholders currently planning to participate in the Meeting to submit their votes or form of proxy in advance so that their votes will be counted in the event of technical difficulties.

If you are a *non-registered shareholder* of the Corporation and receive these materials through your broker or another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or such other intermediary.

This Notice of Meeting, the Management Information and Proxy Circular, the form of proxy and notes thereto for the Meeting are first being made available to shareholders of the Corporation on or about April 26, 2024. Please review the Management Information and Proxy Circular carefully and in full prior to voting, as it has been prepared to help you make an informed decision on the matters to be acted upon.

DATED at Lafayette, Louisiana this 26<sup>th</sup> day of April, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

*/s/ Casey Hoyt*

Casey Hoyt  
Chief Executive Officer



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**MANAGEMENT INFORMATION AND PROXY CIRCULAR**  
**FOR THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS OF**  
**VIEMED HEALTHCARE, INC.**

**(this information is given as of April 14, 2024)**

**1. SOLICITATION OF PROXIES**

This management information and proxy circular (the “Circular”) and accompanying form of proxy are furnished in connection with the solicitation, by management of Viemed Healthcare, Inc. (the “Corporation”), of proxies to be used at the annual general and special meeting of the holders (the “Shareholders”) of common shares (“Common Shares”) of the Corporation (the “Meeting”) referred to in the accompanying Notice of Meeting (the “Notice of Meeting”) to be held on June 6, 2024 at 9:00 a.m. (CDT) at the principal executive offices of the Corporation, located at 625 E. Kaliste Saloom Road, Lafayette, Louisiana 70508. The solicitation will be made primarily by mail, subject to the use of Notice-and-Access Provisions (as defined below) in relation to delivery of the Meeting materials, but proxies may also be solicited personally or by telephone by directors and/or officers of the Corporation, or by the Corporation’s transfer agent, Computershare Investor Services Inc. (“**Computershare**”), at nominal cost. The cost of solicitation by management will be borne by the Corporation. Pursuant to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), arrangements have been made with clearing agencies, brokerage houses and other financial intermediaries to forward proxy solicitation material to the beneficial owners of the Common Shares. The cost of any such solicitation will be borne by the Corporation.

All references to currency in this Circular are in United States dollars, unless otherwise indicated. References to “USD” refer to United States dollars and references to “CAD” refer to Canadian dollars.

**2. NOTICE-AND-ACCESS**

The Corporation is sending out proxy-related materials to Shareholders using the notice-and-access provisions under rules adopted by the United States Securities and Exchange Commission (the “**SEC**”) as permitted pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”) and NI 54-101 (collectively, the “**Notice-and-Access Provisions**”). The Corporation anticipates that use of the Notice-and-Access Provisions will benefit the Corporation by reducing the postage and material costs associated with the printing and mailing of the proxy-related materials and will additionally reduce the environmental impact of such actions.

Shareholders will be provided with electronic access to the Notice of Meeting and this Circular on the Corporation’s website at [www.viemed.com/investors](http://www.viemed.com/investors). They can also be found on the Electronic Data Gathering, Analysis, and Retrieval system (“**EDGAR**”) at [www.sec.gov/edgar](http://www.sec.gov/edgar) and the System for Electronic Document Analysis and Retrieval (“**SEDAR+**”) at [www.sedarplus.ca](http://www.sedarplus.ca).

Shareholders are reminded to review the Circular before voting. On or about April 26, 2024, we will begin mailing to Shareholders paper copies of a *Notice of Internet Availability of Proxy Materials* containing information prescribed by the Notice-and-Access Provisions, including instructions on how to access and review proxy materials as well as directions on how to vote by proxy. The Corporation will not use procedures known as ‘stratification’ in relation to the use of Notice-and-Access Provisions. Stratification occurs when an issuer using Notice-and-Access Provisions sends a paper copy of the Circular to some securityholders with a notice package.

Shareholders with questions about notice-and-access can call the Corporation toll-free at 1-866-852-8343. Shareholders may obtain paper copies of the Circular free of charge by calling 1-866-852-8343 at any time up until and including the date of the Meeting, including any adjournment or postponement thereof. Any Shareholder wishing to obtain a paper copy of the Meeting materials should submit its request no later than 12:00 p.m. (ET) on May 23, 2024 in order to receive paper copies of the Meeting materials in time to vote before the Meeting. Under the Notice-and-Access Provisions, Meeting materials will be available for viewing on the Corporation’s website for one year from the date of posting.

### 3. RECORD DATE

Shareholders of record at the close of business on April 12, 2024 (the “**Record Date**”) are entitled to receive notice of and attend the Meeting in person or by proxy and are entitled to one vote for each Common Share registered in the name of such Shareholder in respect of each matter to be voted upon at the Meeting.

### 4. APPOINTMENT OF PROXIES

The persons named in the enclosed form of proxy are directors and/or officers of the Corporation. Each Shareholder submitting a proxy has the right to appoint a person or company (who need not be a Shareholder), other than the persons named in the enclosed form of proxy, to represent such Shareholder at the Meeting or any adjournment or postponement thereof. Such right may be exercised by inserting the name of such representative in the blank space provided in the enclosed form of proxy. All proxies must be executed by the Shareholder or his or her attorney duly authorized in writing or, if the Shareholder is a corporation, by an officer or attorney thereof duly authorized.

A proxy will not be valid for the Meeting or any adjournment or postponement thereof unless it is completed and delivered to Computershare before 9:00 a.m. (CDT) on June 4, 2024, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment or postponement of the Meeting in accordance with the delivery instructions below or delivered to the chairman (the “**Chairman**”) of the board of directors of the Corporation (the “**Board**”) on the day of the Meeting, prior to the commencement of the Meeting or any adjournment or postponement thereof. The time limit for deposit of proxies may be waived or extended by the Chairman of the Meeting at his discretion, without notice.

A registered Shareholder may submit his/her/its proxy by mail, by telephone or over the Internet in accordance with the instructions below. A non-registered Shareholder should follow the instructions included on the voting instruction form provided by his or her Intermediary (as defined below).

#### *Voting Instructions for Registered Holders*

A registered Shareholder may submit a proxy by (i) mailing a copy to Computershare Investor Services Inc., Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, (ii) telephone by entering the 15 digit control number (as found on the *Notice of Internet Availability of Proxy Materials*) at 1-866-732-8683 (Canada and the U.S. only) or (312) 588-4290 (outside Canada and the U.S.), or (iii) online by entering the 15 digit control number (as found on the *Notice of Internet Availability of Proxy Materials*) at [www.investorvote.com](http://www.investorvote.com) before 9:00 a.m. (CDT) on June 4, 2024, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment or postponement of the Meeting.

### 5. REVOCATION OF PROXIES

Proxies given by Shareholders for use at the Meeting may be revoked at any time prior to their use. Subject to compliance with the requirements described in the following paragraph, the giving of a proxy will not affect the right of a Shareholder to attend, and vote in person at, the Meeting.

In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or his/her attorney duly authorized in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized and deposited with Computershare, in a manner provided above under “Appointment of Proxies”, at any time up to and including 9:00 a.m. (CDT) on June 4, 2024 (or, if the Meeting is adjourned or postponed, 48 hours (Saturdays, Sundays and holidays excepted) prior to the holding of the Meeting) or, with the Chairman at the Meeting on the day of such meeting or any adjournment or postponement thereof, and upon any such deposit, the proxy is revoked.

### 6. NON-REGISTERED HOLDERS

Only registered Shareholders, or the persons they appoint as their proxies, are permitted to attend and vote at the Meeting. However, in many cases, Common Shares beneficially owned by a non-registered Shareholder (a “**Non-Registered Holder**”) are registered either (i) in the name of an intermediary (each, an “**Intermediary**” and collectively, the “**Intermediaries**”) that the Non-Registered Holder deals with in respect of the Common Shares, such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered registered savings plans, registered retirement income funds, registered education savings plans and similar plans, or (ii) in the name of a clearing agency (such as the Depository Trust Company or CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant.

In accordance with applicable laws, Non-Registered Holders who have advised their Intermediary that they do not object to the Intermediary providing their ownership information to issuers whose securities they beneficially own (“**Non-Objecting Beneficial Owners**,” or “**NOBOs**”) will receive by mail a letter with respect to the *Notice of Internet Availability of Proxy Materials*. This Circular and the Notice of Meeting may be found at and downloaded from [www.viemed.com/investors](http://www.viemed.com/investors).

NOBOs who have standing instructions with the Intermediary for physical copies of this Circular will receive by mail the *Notice of Internet Availability of Proxy Materials*, this Circular and the Notice of Meeting.

Intermediaries are required to forward the *Notice of Internet Availability of Proxy Materials* to Non-Registered Holders who have advised their Intermediary that they object to the Intermediary providing their ownership information (“**Objecting Beneficial Owners**,” or “**OBOs**”) unless a Non-Registered Holder has waived the right to receive them. Intermediaries will generally use service companies (such as Broadridge Financial Solutions, Inc.) to forward proxy-related materials to OBOs. Generally, OBOs who have not waived the right to receive proxy-related materials will either:

- a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile stamped signature), which is restricted as to the number and class of securities beneficially owned by the OBO but which is not otherwise completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the OBO who wishes to vote by proxy should otherwise properly complete the form of proxy and deliver it as specified; or
- b) be given a Voting Instruction Form which the Intermediary must follow. The OBO should properly complete and sign the Voting Instruction Form and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own. Should a Non-Registered Holder who receives either form of proxy wish to vote in person at the Meeting if a ballot is called, the Non-Registered Holder should strike out the persons named in the form of proxy and insert the Non-Registered Holder's name in the blank space provided. Non-Registered Holders should carefully follow the instructions of their Intermediary including those regarding when and where the form of proxy or Voting Instruction Form is to be delivered.

Management of the Corporation does not intend to pay for Intermediaries to forward the *Notice of Internet Availability of Proxy Materials* to OBOs. An OBO will not receive the *Notice of Internet Availability of Proxy Materials* unless the Intermediary assumes the cost of delivery.

## 7. EXERCISE OF DISCRETION BY PROXIES

Common Shares represented by properly executed proxies in favor of the persons named in the enclosed form of proxy will be voted on any ballot that may be called for and, where the person whose proxy is solicited specifies a choice with respect to the matters identified in the proxy, the Common Shares will be voted or withheld from voting in accordance with the specifications so made. Where Shareholders have properly executed proxies in favor of the persons named in the enclosed form of proxy and have not specified in the form of proxy the manner in which the named proxies are required to vote the Common Shares represented thereby, such shares will be voted in favor of the passing of the matters set forth in the Notice of Meeting. If a Shareholder appoints a representative other than the persons designated in the form of proxy, the Corporation assumes no responsibility as to whether the representative so appointed will attend the Meeting on the day thereof or any adjournment or postponement thereof.

The enclosed form of proxy confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to other matters that may properly come before the Meeting. At the date hereof, the management of the Corporation and the directors of the Corporation know of no such amendments, variations or other matters to come before the Meeting. However, if any other matters which at present are not known to the management of the Corporation and the directors of the Corporation should properly come before the Meeting, the proxy will be voted on such matters in accordance with the best judgment of the named proxies.

## **8. INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON**

Except as described elsewhere in this Circular, management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of (a) any director or executive officer of the Corporation, (b) any proposed nominee for election as a director of the Corporation, and (c) any associates or affiliates of any of the persons or companies listed in (a) and (b), in any matter to be acted on at the Meeting.

## **9. VOTING SECURITIES AND PRINCIPAL HOLDERS**

As at the Record Date, the Corporation had 38,820,766 Common Shares outstanding, representing the Corporation's only securities with respect to which a voting right may be exercised at the Meeting. Each Common Share carries the right to one vote at the Meeting. A quorum for the transaction of business at the Meeting is one or more shareholders, or one or more proxyholders representing one or more shareholders, present at the Meeting, holding or representing not less than thirty three and one-third percent (33 1/3%) of the issued and outstanding Common Shares enjoying voting rights at the Meeting. Brokers and other intermediaries, holding Common Shares in street name for their customers, are required to vote the shares in the manner directed by their customers. Under the rules that govern brokers who are voting with respect to Common Shares that are held in street name, brokers have discretion to vote such shares on routine matters, but are prohibited from giving proxies to vote on non-routine matters (including, but not limited to, the election of directors and the ordinary resolution to ratify, confirm and approve the 2024 Long Term Incentive Plan) unless the beneficial owner of such Common Shares has given voting instructions on the matter. The absence of a vote on a matter where the broker has not received written voting instructions from a beneficial owner is referred to as a "broker non-vote." Any Common Shares represented at the Meeting but not voted (whether by broker non-vote or otherwise) will have no impact on the outcome of any matters to be acted upon at the Meeting, though Common Shares subject to abstentions or broker non-votes still count towards the quorum requirements for the Meeting.

Other than as disclosed under "Principal Shareholders" below, to the knowledge of the directors and senior officers of the Corporation as at the date hereof, based on information provided on the System for Electronic Disclosure by Insiders (SEDI) and on information filed by third parties on SEDAR+, no person beneficially owns or exercises control or direction over securities carrying more than 10% of the voting rights attached to any class of outstanding voting securities of the Corporation entitled to be voted at the Meeting.

## Directors and Executive Officers

The following table shows the number of our Common Shares beneficially owned as of April 12, 2024, by each director or director nominee, the executive officers named in the “Summary Compensation Table” and all directors and executive officers as a group. None of these shares are pledged as security.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership <sup>(1)</sup>	Percent of Common Shares Outstanding <sup>(2)</sup>
Casey Hoyt	3,090,189 <sup>(3)</sup>	8.0%
Michael Moore	2,520,918 <sup>(4)</sup>	6.5%
W. Todd Zehnder	882,112 <sup>(5)</sup>	2.3%
Trae Fitzgerald	283,059 <sup>(6)</sup>	*
Jerome Cambre	261,515 <sup>(7)</sup>	*
Dr. William Frazier	101,351 <sup>(8)</sup>	*
Randy Dobbs	131,356 <sup>(9)</sup>	*
Nitin Kaushal	286,124 <sup>(10)</sup>	*
Timothy Smokoff	80,932	*
Bruce Greenstein	65,932	*
Sabrina Heltz	38,220	*
All directors and executive officers as a group (12 persons)	7,757,348 <sup>(11)</sup>	20.0%

\*Represents less than 1% of Common Shares outstanding.

<sup>(1)</sup>Beneficial ownership of Common Shares has been determined for this purpose in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), under which a person is deemed to be the beneficial owner of securities if such person has or shares voting power or investment power with respect to such securities, has the right to acquire beneficial ownership within 60 days, or acquires such securities with the purpose or effect of changing or influencing the control of the Corporation.

<sup>(2)</sup>Based on 38,820,766 Common Shares issued and outstanding on April 12, 2024.

<sup>(3)</sup>Includes 918,037 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days. Mr. Hoyt’s business address is 625 E. Kaliste Saloom Rd., Lafayette, Louisiana 70508.

<sup>(4)</sup>Includes 671,962 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days. Mr. Moore’s business address is 625 E. Kaliste Saloom Rd., Lafayette, Louisiana 70508.

<sup>(5)</sup>Includes 658,228 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days.

<sup>(6)</sup>Includes 216,631 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days.

<sup>(7)</sup>Includes 187,058 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days.

<sup>(8)</sup>Includes 36,261 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days.

<sup>(9)</sup>Includes 36,261 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days.

<sup>(10)</sup>Includes 170,000 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days.

<sup>(11)</sup>Includes 2,903,146 Common Shares issuable upon the exercise of options that are vested or will vest within 60 days.

## Principal Shareholders

The following table sets forth information as of April 12, 2024 about persons whom we know to be the beneficial owners of more than 5% of our issued and outstanding Common Shares (other than Casey Hoyt and Michael Moore, whose information is disclosed under “Directors and Executive Officers” above) based solely on our review of the statement of beneficial ownership filed by these persons/entities with the SEC as of the date of such filing:

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership <sup>(1)</sup>	Percent of Common Shares Outstanding <sup>(2)</sup>
Thrivent Financial for Lutherans 901 Marquette Avenue, Suite 2500 Minneapolis, Minnesota 55402	3,347,784 <sup>(3)</sup>	8.6%
BlackRock, Inc. 50 Hudson Yards New York, NY 10001	2,129,167 <sup>(4)</sup>	5.5%
Nantahala Capital Management, LLC 130 Main St. 2nd Floor New Canaan, CT 06840	1,952,368 <sup>(5)</sup>	5.0%

<sup>(1)</sup>Beneficial ownership of Common Shares has been determined for this purpose in accordance with Rule 13d-3 under the Exchange Act, under which a person is deemed to be the beneficial owner of securities if such person has or shares voting power or investment power with respect to such securities, has the right to acquire beneficial ownership within 60 days, or acquires such securities with the purpose or effect of changing or influencing the control of the Corporation.

<sup>(2)</sup>Based on 38,820,766 Common Shares issued and outstanding on April 12, 2024.

<sup>(3)</sup>Thrivent Financial for Lutherans has sole voting and dispositive power over 18,238 Common Shares and shared voting and dispositive power over 3,329,546 Common Shares as disclosed in a Schedule 13G/A filed with the SEC on February 13, 2024.

<sup>(4)</sup>BlackRock, Inc. has sole voting power over 2,074,522 Common Shares and sole dispositive power over 2,129,167 Common Shares as disclosed in a Schedule 13G filed with the SEC on February 2, 2024.

<sup>(5)</sup>Nantahala Capital Management, LLC has shared voting and dispositive power over 1,952,368 Common Shares as disclosed in a Schedule 13G filed with the SEC on February 14, 2024.

## 10. BUSINESS OF THE MEETING

To the knowledge of the Board, the only matters to be brought before the Meeting are as follows:

### (i) Financial Statements

Pursuant to the *Business Corporations Act* (British Columbia) (the “BCBCA”), the Board will place before the shareholders at the Meeting the audited consolidated financial statements of the Corporation, together with the auditors’ report thereon, for the fiscal years ended December 31, 2023 and 2022. Shareholder approval is not required in relation to the financial statements.

### (ii) Election of Directors

The Board presently consists of eight directors. All of the current directors have been directors since the dates indicated below and all will be standing for re-election. The Board has the authority to set the number of directors, such number presently being fixed at eight.

**The Board recommends a vote “FOR” the election of each of the eight nominees listed below for director.**

Each director will hold office until their re-election or replacement at the next annual meeting of the shareholders unless they resign their duties or their office becomes vacant following death, dismissal or any other cause prior to such meeting.

Directors are elected by a plurality, and the eight nominees who receive the most “FOR” votes will be elected, subject to the Corporation’s majority voting policy (discussed below). Broker non-votes and abstentions are not relevant to and will have no effect on this proposal regarding the election of directors.

Unless otherwise instructed, proxies and voting instructions given pursuant to this solicitation by the management of the Corporation will be voted for the election of the proposed nominees. **If any proposed nominee is unable to serve as a director, the individuals named in the enclosed form of proxy reserve the right to nominate and vote for another nominee in their discretion.**

#### *Advance Notice Provisions*

The Corporation's Articles (the "**Articles**") provide for advance notice of nominations of directors which require that advance notice be provided to the Corporation in circumstances where nominations of persons for election to the Board are made by shareholders of the Corporation other than pursuant to: (i) a requisition of a meeting of shareholders made pursuant to the provisions of the BCBCA; or (ii) a shareholder proposal made pursuant to the provisions of the BCBCA, which is discussed in more detail under the heading "Shareholder Proposals". A copy of the Articles are available under the Corporation's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) as Exhibit 3.2 to the Corporation's most recent Annual Report on Form 10-K filed on EDGAR at [www.sec.gov/edgar](http://www.sec.gov/edgar) and on the Corporation's website at [www.viemed.com/investors](http://www.viemed.com/investors).

#### *Majority Voting Policy*

As of May 23, 2018, the Board adopted a majority voting policy that requires, in an "uncontested" election of directors, that shareholders be able to vote for, or withhold from voting, separately for each director nominee. If, with respect to any particular nominee, the number of votes withheld from voting by shareholders exceeds the number of votes for the nominee by shareholders, then although the director nominee will have been successfully elected to the Board pursuant to applicable corporate laws, he or she will be required to offer to tender his or her resignation to the Chair of the CG&N Committee (defined below) promptly following the meeting of shareholders at which the director was so elected. The CG&N Committee will consider such offer and make a recommendation to the Board on whether to accept it or not. The Board will promptly accept the resignation unless it determines, in consultation with the CG&N Committee, that there are exceptional circumstances that should delay the acceptance of the resignation or justify rejecting it. The Board will make its decision and announce it in a press release within 90 days following the applicable meeting of shareholders. A director who tenders his or her resignation pursuant to the majority voting policy will not participate in any meeting of the Board or the CG&N Committee at which the resignation is considered.

#### *Nominees to the Board of Directors*

The nominees for director, each of whom has consented to serve, if elected, are as follows:

*Name of Nominee: Casey Hoyt*

*Residence: Lafayette, Louisiana*

*Position: Chief Executive Officer and Director*

*Director Since: December 14, 2016*

*Age: 46*

#### *Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Mr. Hoyt is the current Chief Executive Officer of the Corporation, a position he has held since December 2017. Mr. Hoyt co-founded our subsidiaries Sleep Management, L.L.C. and Home Sleep Delivered, L.L.C. (collectively, the "**Sleepco Subsidiaries**") in 2006 with the objective of becoming the leading respiratory disease management company in the United States. After selling the Sleepco Subsidiaries to Protech Home Medical Corp. ("**PHM**"), Mr. Hoyt became the Chief Executive Officer of PHM until the Corporation spun out from PHM in December 2017. His goal has been to enable patients to live better lives through clinical excellence, education and technology. Mr. Hoyt has also successfully managed several other businesses, most recently a worldwide organization offering a comprehensive line of tradeshow display and marketing services. Mr. Hoyt serves on the AA Homecare Board of Directors, the Ochsner Lafayette General Foundation Board, the Ochsner Lafayette General Foundation Board of Trustees, and the Community Foundation of Acadiana Board of Directors. Mr. Hoyt received his Bachelor of Science in General Studies from the University of Louisiana at Lafayette.

#### *Qualifications for Consideration:*

As a co-founder of the Sleepco Subsidiaries and as the current Chief Executive Officer of the Corporation, Mr. Hoyt brings to the Board substantial familiarity with the leadership and operation of the Corporation's business.



*Name of Nominee: W. Todd Zehnder*  
*Residence: Lafayette, Louisiana*  
*Position: Chief Operating Officer and Director*  
*Director Since: December 21, 2017*  
*Age: 48*

*Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Mr. Zehnder has served as the Chief Operating Officer and as a director of the Corporation since December 2017. Previously, Mr. Zehnder served as Vice President - Finance and as Chief Strategy Officer of PHM from December 2015 to December 2017. Prior to joining PHM, Mr. Zehnder worked for PetroQuest Energy Inc., which was then a NYSE listed company, for 15 years in various leadership positions, including as Chief Operating Officer and Chief Financial Officer from 2008 to December 2015. Mr. Zehnder began his career with KPMG LLP where he attained the level of Manager. Mr. Zehnder received his Bachelor of Science degree in Accounting from Louisiana State University and is a Certified Public Accountant.

*Qualifications for Consideration:*

Mr. Zehnder's experience as an executive officer of a publicly traded company provides the Board with insights into financial reporting, governance and management matters.

*Name of Nominee: William Frazier*  
*Residence: Jackson, Mississippi*  
*Position: Chief Medical Officer and Director*  
*Director Since: December 21, 2017*  
*Age: 66*

*Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Dr. Frazier has served as Chief Medical Officer and as a director of the Corporation since December 2017. Previously, Dr. Frazier served as Chief Medical Officer of PHM from October 2015 to December 2017. Prior to that, Dr. Frazier was the Chief Medical Officer for the Sleepco Subsidiaries, beginning October 2015. Prior to the Sleepco Subsidiaries, Dr. Frazier worked for more than 30 years as a full time practicing pulmonologist. Dr. Frazier has experience conducting clinical research projects, including trials evaluating new treatment options for COPD, and he has published scientific papers on the topic of COPD and home ventilation, and remote patient monitoring. Dr. Frazier has served in many different leadership roles during his career including stints as Chief of the Medical Staff and on the board of directors of two large medical practices and as a Director of a regional health system. Dr. Frazier is currently Board certified in Internal Medicine, Pulmonary Medicine, Critical Care Medicine and Sleep Disorders Medicine. Dr. Frazier earned his Bachelor of Science in Philosophy from Vanderbilt University, his M.D. from the University of Mississippi and post-doctoral training at the University of Virginia.

*Qualifications for Consideration:*

Dr. Frazier's experience as a practicing pulmonologist provides the Board with important insight into the practice of pulmonary medicine as it applies to the operation of the Corporation's business.

*Name of Nominee: Randy Dobbs*  
*Residence: Greenville, South Carolina*  
*Position: Director (Chairman)*  
*Director Since: December 21, 2017*  
*Age: 73*

*Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Mr. Dobbs has served as the chairman of the Board since the Corporation's spin out from PHM in December 2017. Mr. Dobbs is a noted business operating/leadership consultant and motivational speaker and has served in that capacity since 2010. In March 2022, Mr. Dobbs joined EnableComp as CEO. EnableComp is a Welsh, Carson, Anderson and Stowe portfolio company that specializes in delivering revenue solutions for complex claims in the hospital billing environment. From November 2020 to January 2022, Mr. Dobbs served as CEO of American Vision Partners, a physician practice management company affiliated with numerous vision care facilities across the Southwestern United States. From April 2012 to January 2015, Mr. Dobbs served as the Chief Executive Officer for Matrix Medical Network, a portfolio company of Welsh, Carson, Anderson & Stowe ("WCAS") and a provider of home health assessments for Medicare Advantage members across 32 states. Prior to that role, he was a Senior Operating Executive at WCAS, where he was responsible for portfolio company operational oversight, business acquisitions and equity opportunity development. From February 2005 to October 2008, he was Chief Executive Officer of US Investigation Services and its subsidiaries who provided business intelligence and risk management solutions, security and related services and expert staffing solutions for businesses and federal government agencies. From April 2003 to February 2005, Mr. Dobbs was President and CEO of Philips Medical Systems North America, providing diagnostic imaging equipment and services throughout all of North America and Latin America. Prior to April 2003, Mr. Dobbs spent 27 years with General Electric Company where he held various senior level positions including President and CEO of GE Capital IT Solutions, a multi-billion dollar enterprise. Mr. Dobbs served on the board of directors of MTGE Investment Corp. (NASDAQ:MTGE) from 2010 to 2018 and serves on the boards of directors of several privately held companies. Mr. Dobbs earned a Bachelor of Science in Education from Arkansas State University.

*Qualifications for Consideration:*

Mr. Dobbs brings to the Board extensive experience resulting from his service on other boards of directors and from his multiple senior level leadership positions, including as the Chief Executive Officer of five companies. Such experience provides the Board with additional perspective on governance and management issues. He has significant experience with business integration, turnaround performance and executive team building, which provides the Board with important insight into the operation and development of our business.

*Name of Nominee: Nitin Kaushal*  
*Residence: Richmond Hill, Ontario*  
*Position: Director*  
*Director Since: December 21, 2017*  
*Age: 58*

*Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Mr. Kaushal has served as a director since December 2017. He is a retired Managing Director of PWC Corporate Finance Inc., serving from 2012 to 2020, and was the Executive Vice President and Managing Director of Medwell Capital Inc. from May 2010 to March 2012. Mr. Kaushal has worked in senior roles with a number of Canadian investment banks focused on healthcare, including Desjardins Securities Inc., Orion Securities Inc., Vengate Capital, HSBC Securities Inc. and Gordon Capital. He has held roles within the private equity/venture capital industry at MDS Capital Corp. and at Pricewaterhouse in its M&A, valuation and audit groups. In addition, Mr. Kaushal has sat on a number of public and private company boards. He was awarded a Bachelor of Science (Chemistry) from the University of Toronto and is a Chartered Accountant.

Mr. Kaushal also serves as a director for the following reporting issuers (or the equivalent) in Canada and the United States: High Tide Inc., Delta 9 Cannabis Inc., and Everyday People Financial Corp.

*Qualifications for Consideration:*

Mr. Kaushal's experience as a member and audit committee member of various boards of directors and as a Chartered Professional Accountant provides the Board with additional perspective on financial reporting, governance and management issues.

*Name of Nominee: Timothy Smokoff*  
*Residence: Fox Island, Washington*  
*Position: Director*  
*Director Since: December 21, 2017*  
*Age: 59*

*Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Mr. Smokoff has served as a director since January 2018 and brings more than 25 years of health industry leadership, product development and delivery experience to the Corporation. Since July 2022, Mr. Smokoff has served as Acting-CEO and a member of the Board of Directors of PolyVascular, LLC. Since May 2023, Mr. Smokoff has also served as General Manager, Home Health & Hospice Division, Resmed. Prior to PolyVascular, Mr. Smokoff served as CEO of CareXM, LLC from November 2020 to May 2022. Prior to that, Mr. Smokoff was CEO of Isowalk, LLC, a position he held from January 2019 to November 2020. Mr. Smokoff has also served on the board of Total Triage Holdings, LLC since November of 2019. Prior to Isowalk, Mr. Smokoff was CEO of Breathometer, Inc. from January 2017 to January 2019, and Senior Vice President of Health and Wellness of Nortek, Inc. from July 2016 to January 2017. Mr. Smokoff was the Chief Executive Officer of Numera, Inc. from January 2011, until it was purchased by Nortek, Inc. in July of 2016. Prior to Numera, Inc. Mr. Smokoff spent 13 years at Microsoft in various capacities, the last six years leading Microsoft's global health business. Prior to Microsoft, Mr. Smokoff spent 14 years developing and bringing to market hospital information systems, physician office systems and medical devices for a variety of companies, including several start-up ventures. Mr. Smokoff earned a Bachelor of Arts in Computer Science from the University of Washington.

*Qualifications for Consideration:*

Mr. Smokoff's experience in introducing products and services for senior, in-place aging, which includes respiratory care and chronic disease management, for family care givers provides the Board with insight into the operation, development, and growth of the Corporation's business.

*Name of Nominee: Bruce Greenstein*  
*Residence: Seattle, Washington*  
*Position: Director*  
*Director Since: July 17, 2018*  
*Age: 55*

*Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Mr. Greenstein has served as a director since July 2018. Mr. Greenstein has been the executive vice president and chief strategy and innovation officer of LHC Group, Inc. ("LHC") since 2018, where he leads the company's value-based contracting, ACO management company, and alternative payment and delivery model strategies. He also oversees LHC's operations for technology and for the innovations business segments, as well as LHC's healthcare vision initiatives. During Mr. Greenstein's tenure, LHC was publicly traded on the NASDAQ (LHCG) until its purchase by UnitedHealth Group Inc.'s (NYSE:UNH) Optum subsidiary. Prior to joining LHC, Mr. Greenstein served as chief technology officer for the U.S. Department of Health and Human Services in Washington, D.C. from May 2017 to June 2018. He has an extensive healthcare industry background in both government and the private sector, having served as president-west for New York-based Quartet Health, CEO of Blend Health Insights, and as managing director of Worldwide Health for Microsoft. Mr. Greenstein was a cabinet member in Louisiana, serving as secretary of the Department of Health and Hospitals. He also previously supervised Medicaid-managed care and waivers and demonstrations at the Centers for Medicare & Medicaid Services. Mr. Greenstein earned a Master's of Science from Florida State University along with graduate certificates in Healthcare Policy and Administration and Public Administration and Policy.

*Qualifications for Consideration:*

Mr. Greenstein's experience in the healthcare industry provides the Board with important insight into the industry in which the Corporation operates.

*Name of Nominee: Sabrina Heltz*  
*Residence: Baton Rouge, LA*  
*Position: Director*  
*Director Since: November 4, 2020*  
*Age: 59*

*Present positions and officers with the Corporation, principal occupations and other directorships during the past 5 years:*

Ms. Heltz began her career at Blue Cross and Blue Shield of Louisiana (“BCBSLA”) as an actuary and earned her credentials as an Associate in the Society of Actuaries and a Member of the American Academy of Actuaries. During her time at BCBSLA, she ascended in her role and responsibilities, ultimately serving as SVP/Chief Actuary of the plan for five years. Her career then transitioned to managing other operational areas of BCBSLA, including its pharmacy-benefits program, medical management program and provider relations areas. She ended her 31-year career at BCBSLA as SVP/Chief Analytics Officer, overseeing the provider contracting and reimbursement programs for BCBSLA, while also spearheading the advancement of data and analytics capabilities to enable value-based reimbursement programs and innovative quality and care improvement programs. During her time at BCBSLA, she participated in many legislative and regulatory matters, which included providing expert testimony to the legislature and advising the Louisiana Department of Insurance on regulation development. Following her career at BCBSLA, in August 2016, she transitioned to provider operations as Chief Operation Officer of Ochsner Health Network, leading its strategy and operations to enable success in value-based care contracts offered by Medicare and commercial health plans. After July 2023, she began utilizing her comprehensive experience in both payer and provider operations as a Senior Healthcare Advisor for Rule of Three (Ro3) to help clients across numerous facets of healthcare strategy and operations, specializing in consultations on value-based care payment programs. Ms. Heltz earned a Bachelor of Science in Mathematics and Computer Science from Nicholls State University.

*Qualifications for Consideration:*

Ms. Heltz brings to the Board extensive healthcare leadership experience specifically related to healthcare systems and the private insurance sector.

*Conflicts of Interest*

There are no family relationships among any directors, executive officers or persons nominated to be directors of the Corporation.

There are no arrangements or understandings between the Corporation and any person pursuant to which such person has been elected as director.

No director or executive officer of the Corporation is a party adverse to the Corporation or any of its subsidiaries, or has a material interest adverse to the Corporation or any of its subsidiaries. During the past ten years, no director or executive officer of the Corporation has:

- (1) filed or has had filed against such person, a petition under the U.S. federal bankruptcy laws or any state insolvency law, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such person, or any partnership in which such person was a general partner, at or within two years before the time of filing, or any corporation or business association of which such person was an executive officer, at or within two years before such filings;
- (2) been convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);
- (3) been the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting such person’s activities in any type of business, securities, trading, commodity or banking activities;
- (4) been the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any U.S. federal or state authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any type of business, securities, trading, commodity or banking activities, or to be associated with persons engaged in any such activity;

- (5) been found by a court of competent jurisdiction in a civil action or by the SEC, or by the U.S. Commodity Futures Trading Commission to have violated a U.S. federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;
- (6) been the subject of, or a party to, any U.S. federal or state judicial or administrative order, judgment, decree or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of: (i) any U.S. federal or state securities or commodities law or regulation; or (ii) any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order or removal or prohibition order; or (iii) any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- (7) been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the U.S. Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

#### *Corporate Cease Trade Orders or Bankruptcies*

None of the proposed directors of the Corporation is, as at the date hereof, or has been, within the 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

None of the proposed directors of the Corporation is, as at the date hereof, or has been, within the 10 years before the date hereof, a director or executive officer of any company (including the Corporation) 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.

#### *Penalties or Sanctions*

None of the proposed directors of the Corporation has been subject to (a) 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 (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

#### *Personal Bankruptcies*

None of the proposed directors of the Corporation has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

#### *Board Membership Diversity*

NASDAQ Listing Rule 5605(f) (the “Diverse Board Representation Rule”) requires each NASDAQ-listed company, subject to certain exceptions, to have (or explain why it does not have) at least two members of its board of directors who are Diverse (as defined by the NASDAQ rules), including (1) at least one Diverse director who self-identifies as female, and (2) at least one Diverse director who self-identifies as an Underrepresented Minority (as defined by the NASDAQ rules). In addition, Listing Rule 5606 (the “Board Diversity Disclosure Rule”) requires each NASDAQ-listed company, subject to certain exceptions, to provide statistical information about the company’s current board of directors, in a uniform format, related to each director’s self-identified gender, race and self-identification as LGBTQ+. NASDAQ defines “Diverse” as an individual who self-identifies in one or more of the following categories: female, Underrepresented Minority, or LGBTQ+ and an “Underrepresented Minority” as an individual who self-identifies as Black or African American, Hispanic or Latinx, Asian, Native American or Alaska Native, Native Hawaiian or Pacific Islander, or two or more races or ethnicities. LGBTQ+ is defined as an individual who self-identifies as lesbian, gay, bisexual, transgender or as a member of the queer community.

The following Board Diversity Matrix presents our Board diversity statistics in accordance with Nasdaq Rule 5606, as voluntarily self-disclosed by our directors. The Board satisfies the minimum objectives of Nasdaq Rule 5605(f)(3) by having at least one director who identifies as female and at least one director who identifies as a member of an Underrepresented Minority.

**Board Diversity Matrix (As of April 12, 2024)**

Total Number of Directors	8			
	Female	Male	Non-Binary	Did Not Disclose Gender
<b>Part I: Gender Identity</b>				
Directors	1	7	—	—
<b>Part II: Demographic Background</b>				
African American or Black	—	—	—	—
Alaskan Native or Native American	—	—	—	—
Asian	—	1	—	—
Hispanic or Latinx	—	—	—	—
Native Hawaiian or Pacific Islander	—	—	—	—
White	1	6	—	—
Two or More Races or Ethnicities	—	—	—	—
LGBTQ+	—			
Did Not Disclose Demographic Background	—			

**(iii) Appointment of Auditors**

The Audit Committee has re-appointed, and is requesting approval by the Shareholders of the re-appointment of, the independent registered public accounting firm of Ernst & Young LLP (“EY”) to serve as the Corporation’s independent auditors for the fiscal year ending December 31, 2024. If Shareholders do not ratify the re-appointment of EY, the Audit Committee will evaluate the Shareholder vote when considering the appointment of a registered public accounting firm for the audit engagement for the 2025 fiscal year. In addition, if Shareholders approve the re-appointment of EY as the Corporation’s independent auditors, the Audit Committee may nevertheless periodically request proposals from the major registered public accounting firms and as a result of such process may select EY or another registered public accounting firm as our independent auditors.

Representatives of EY are expected to be present at the Meeting, will have an opportunity to make a statement if they desire to do so and will be available to respond to appropriate questions.

**The Board recommends a vote “FOR” the re-appointment of EY as auditors of the Corporation for the fiscal year ended December 31, 2024, and the authorization of the Board to fix EY’s remuneration.**

The re-appointment of EY as auditors of the Corporation for the fiscal year ending December 31, 2024, and the authorization of the Board to fix EY’s remuneration requires the affirmative vote of the majority of the votes cast at the Meeting.

Because brokers generally have discretionary authority to vote on the re-appointment of the independent auditors, broker non-votes are generally not expected to result from the vote on this proposal. Abstentions are not relevant to and will have no effect on this proposal regarding the re-appointment of the independent auditors.

## Fees Paid to Auditors

The following table shows the fees paid or accrued by the Corporation for the audit and other services provided by EY for fiscal years 2023 and 2022.

	2023	2022
Audit Fees	\$ 713,700	\$ 494,717
Audit-Related Fees	15,265	—
Tax Fees	212,051	114,630
All Other Fees	—	—
<b>Totals</b>	<b>\$ 941,016</b>	<b>\$ 609,347</b>

As defined by the SEC, (i) “audit fees” are fees for professional services rendered by the Corporation’s independent registered public accounting firm for the audit of the Corporation’s annual financial statements and review of financial statements included in the Corporation’s Quarterly Reports on Form 10-Q or for services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for those fiscal years; (ii) “audit-related fees” are fees for assurance and related services by the Corporation’s independent registered public accounting firm that are reasonably related to the performance of the audit or review of the Corporation’s financial statements and are not reported under “audit fees”; (iii) “tax fees” are fees for professional services rendered by the Corporation’s independent registered public accounting firm for tax compliance, tax advice, and tax planning; and (iv) “all other fees” are fees for products and services provided by the Corporation’s independent registered public accounting firm, other than the services reported under “audit fees,” “audit-related fees,” and “tax fees.”

### Policy on Pre-Approval by Audit Committee of Services Performed by Auditors

Under applicable SEC rules, except for the ability to designate a portion of this responsibility as described below, the full Audit Committee is required to pre-approve the audit and non-audit services performed by the independent registered public accounting firm in order to ensure that they do not impair the auditors’ independence from the Corporation. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The SEC’s rules specify the types of non-audit services that an independent auditor may not provide to its audit client and establish the Audit Committee’s responsibility for administration of the engagement of the independent registered public accounting firm. During 2023, all audit and non-audit services and fees were pre-approved by the Audit Committee.

### (iv) Security Based Compensation Plan

On April 12, 2024, the Board approved the 2024 Long Term Incentive Plan of the Corporation (the “**2024 Omnibus Plan**”) to be effective the date of the Meeting, or any adjournment or postponement thereof (the “**Effective Date**”), pursuant to which the Corporation is able to issue share-based long-term incentives. All directors, officers, employees and consultants of the Corporation and/or its affiliates (“**Participants**”) are eligible to receive awards under the 2024 Omnibus Plan, subject to the terms of the 2024 Omnibus Plan. Awards include Common Share purchase options (“**Options**”), restricted stock (“**Restricted Stock**”), stock appreciation rights (“**Stock Appreciation Rights**” or “**SARs**”), performance awards (“**Performance Awards**”) or other stock-based awards, including restricted stock units (“**RSUs**”), deferred stock units (“**DSUs**”), and Dividends and Dividend Equivalents (as defined below) (collectively, the “**Awards**”), under the 2024 Omnibus Plan. A copy of the 2024 Omnibus Plan is attached as Schedule “A” to this Circular.

The Corporation’s current compensation program, described elsewhere in this Circular (see “**Executive Compensation**”) provides total compensation for employees in various roles that is comprised of base salary (fixed cash amount), short-term performance incentives (variable cash bonuses) and lastly, long-term “at risk” equity-based incentives (phantom shares, stock options, RSUs and DSUs) that align employees’ interests with those of shareholders. The use of equity-based compensation as part of a competitive total compensation package for employees in certain roles also allows the Corporation to offer lower base salaries, thereby lowering its fixed cash compensation costs. With a view to extending the cash resources that the Corporation has available, it is important for the Corporation to be prudent in the management of its fixed cash expenses across all areas of operations, including in the area of employee compensation.

### *Purpose of the 2024 Omnibus Plan*

The 2024 Omnibus Plan serves several purposes for the Corporation. One purpose is to advance the interests of the Corporation by developing the interests of Participants in the growth and development of the Corporation by providing such persons with the opportunity to acquire a proprietary interest in the Corporation. All Participants are considered eligible to be selected to receive an Award under the 2024 Omnibus Plan. Another purpose is to attract and retain key talent and valuable personnel, who are necessary to the Corporation's success and reputation, with a competitive compensation mechanism. Finally, the 2024 Omnibus Plan will align the interests of Participants with those of shareholders by devising a compensation mechanism which encourages the prudent maximization of distributions to shareholders and long-term growth.

With shareholder approval of the 2024 Omnibus Plan, the main components of the Corporation's compensation program will be as follows: (i) base salary (fixed cash amount), (ii) short-term performance incentives (variable cash bonuses) and (iii) a broad range of long-term "at risk" equity-based incentives under the 2024 Omnibus Plan.

The 2024 Omnibus Plan is administered by the Board or a committee of the Board.

### *2024 Omnibus Plan Maximum and Limits*

If the Corporation's shareholders approve the 2024 Omnibus Plan, the limits with respect to Security Based Compensation Arrangements included in Sections 4.1 and 27 of the existing 2020 Long Term Incentive Plan of the Corporation (effective June 11, 2020) (the "**2020 LTIP**") will be removed effective as of the date of such approval and no future awards will be granted under the 2020 LTIP. The maximum number of Common Shares that will be available for Awards and issuance under the 2024 Omnibus Plan and that may be reserved for issuance, at any time, under the 2024 Omnibus Plan, the 2020 LTIP, the Amended and Restated Stock Option Plan of the Corporation (effective as of July 17, 2018) (the "**2018 Option Plan**") and the Amended and Restated Restricted Share Unit Plan and the Deferred Share Unit Plan of the Corporation (effective July 17, 2018) (the "**2018 RSU/DSU Plan**," and, together with the 2020 LTIP and the 2018 Option Plan, the "**Prior Plans**") will be 7,800,000 Common Shares. The maximum number of the foregoing Common Shares that may be awarded under the 2024 Omnibus Plan as "Incentive Stock Options" (as defined in the 2024 Omnibus Plan) will be 1,000,000 Common Shares.

As of April 12, 2024, 5,672,467 Common Shares were reserved for issuance pursuant to outstanding awards under the Prior Plans and 261,873 Common Shares were available for issuance under the 2020 LTIP. Accordingly, the approval of the 2024 Omnibus Plan represents an effective increase in the number of Common Shares available for issuance as share-based long-term incentives to directors, officers, employees and consultants of the Corporation of 1,865,660 Common Shares as of such date.

Any Common Shares underlying outstanding Awards that for any reason expire or are terminated, forfeited or canceled shall again be available for issuance under the 2024 Omnibus Plan; provided, however, that amounts withheld for taxes or withheld for the purchase price for Options or SARs shall not again be available for issuance under the 2024 Omnibus Plan, but shares of stock withheld and not issued to a participant in order to satisfy the purchase price or for the payment of taxes for restricted stock, performance awards or other stock-based awards (other than an Option or SAR) shall be available for issuance under the 2024 Omnibus Plan. Any Common Shares forfeited, cancelled or otherwise not issued for any reason under the awards of the Prior Plans and that would have been available for awards and issuance under the Prior Plans pursuant to the terms of those Prior Plans shall be available for Awards and issuance under the 2024 Omnibus Plan. Any awards outstanding under the Prior Plans shall remain subject to the terms of those awards and the Prior Plans. Awards that by their terms are to be settled solely in cash shall not be counted against the maximum number of Common Shares available for the issuance of Awards under the 2024 Omnibus Plan.

The amount of Awards granted to a non-employee director, within a calendar year period, pursuant to the 2024 Omnibus Plan shall not exceed US\$500,000 in value of the aggregate of Common Share and cash Awards. The 2024 Omnibus Plan does not otherwise provide for a maximum number of Common Shares which may be issued to an individual pursuant to the 2024 Omnibus Plan.

### *Cessation of Service and Transferability*

The Compensation Committee (defined below) may provide the circumstances in which Awards shall be exercised, vested, paid or forfeited in the event a Participant ceases to provide service to the Corporation or any affiliate prior to the end of a performance period or exercise or settlement of such Award.

Subject to limited exceptions in the 2024 Omnibus Plan for certain Awards, an Award may be assignable or transferable by a Participant only by will or by the laws of descent and distribution following the death of the Participant.



### *Adjustments and Change in Control of the Corporation*

In the event of any stock dividend or extraordinary cash dividend, stock split, reverse stock split, recapitalization, combination, reclassification or similar change in the capital structure of the Corporation, appropriate adjustments shall be made in the number and class of Common Shares subject to the 2024 Omnibus Plan and to any outstanding Awards and in the exercise price per share of any outstanding Awards.

In the event of a Change in Control (as such term is defined in the 2024 Omnibus Plan) of the Corporation, the Compensation Committee, in its sole discretion, shall have the power and right to (but subject to any accelerated vesting specified in an Award agreement):

- i. cancel, effective immediately prior to or upon the occurrence of the Change in Control of the Corporation, each outstanding Award (whether or not then vested or exercisable) (including the cancellation of any Options for which the exercise price is greater than the consideration to be received), and with respect to Options and Stock Appreciation Rights that currently have an exercise price less than the consideration to be received immediately prior to the Change in Control of the Corporation, pay to the Participant an amount in cash equal to the excess of (i) the value, as determined by the Compensation Committee, of the property (including cash) received by shareholders as a result of such Change in Control of the Corporation over (ii) the exercise price of such Award, if any, subject to certain exceptions;
- ii. provide for the exchange or substitution of each Award outstanding immediately prior to or upon such Change in Control of the Corporation (whether or not then vested or exercisable) for another Award with respect to the Common Shares or other property for which such Award is exchangeable and, incident thereto, make an equitable adjustment as determined by the Compensation Committee in the exercise price of the Award, if any, or in the number of Common Shares or amount of property (including cash) subject to the Award; or
- iii. provide for assumption of the 2024 Omnibus Plan and such outstanding Awards by the surviving entity or its parent.

### *Amendment and Administration Provision*

The Compensation Committee may amend, alter, suspend, discontinue or terminate the 2024 Omnibus Plan and any outstanding Awards granted thereunder, in whole or in part, at any time without notice to or approval by the shareholders of the Corporation, for any purpose whatsoever, including:

- i. to determine the persons to whom, and the time or times at which, Awards shall be granted and the number of Common Shares to be subject to each Award;
- ii. to designate Awards as Restricted Stock or Options or other stock-based Awards or Performance Awards or Dividends or Dividend Equivalents, and to designate Options as Incentive Stock Options or Nonstatutory Stock Options (as such terms are defined in the 2024 Omnibus Plan);
- iii. to determine the Fair Market Value (as such term is defined in the 2024 Omnibus Plan) of Common Shares or the fair market value of other property;
- iv. to determine the terms, conditions and restrictions applicable to each Award (which need not be identical) and any Common Shares acquired upon the exercise and/or vesting thereof, including, without limitation, (a) the exercise price of an Option or Stock Appreciation Right, (b) the method of payment for Common Shares purchased upon the exercise and/or vesting of an Award, (c) the method for satisfaction of any tax withholding obligation arising in connection with the Award or such Common Shares, including by the withholding or delivery of Common Shares, (d) the timing, terms and conditions, including but not limited to performance goals, the exercisability of the Award or the vesting of any Common Shares, (e) the time of the expiration of the Award, (f) the effect of the Participant's termination of service on any of the foregoing, (g) the provision for electronic delivery of Awards and/or book entry of Awards and (h) all other terms, conditions and restrictions applicable to the Award or such Common Shares not inconsistent with the terms of the 2024 Omnibus Plan;
- v. to approve one or more forms of Award agreement;
- vi. to amend, modify, extend, cancel or renew any provision of any Award, or to waive any restrictions or conditions applicable to any Award or any Common Shares acquired upon the exercise thereof; provided, however, that no such

amendment, modification, extension or cancellation shall materially adversely affect a Participant's Award without a Participant's consent;

- vii. to accelerate, continue, extend or defer the exercisability and/or vesting of any Award, including with respect to the period following a Participant's termination of service;
- viii. to add or amend a cashless exercise provision attaching to any Award;
- ix. to add or amend a financial assistance provision attaching to any Award;
- x. to prescribe, amend or rescind rules, guidelines and policies relating to the 2024 Omnibus Plan, or to adopt supplements to, or alternative versions of, the 2024 Omnibus Plan, including, without limitation, as the Compensation Committee deems necessary or desirable to comply with the laws of, or to accommodate the tax policy or custom of, foreign jurisdictions whose citizens may be granted Awards; and
- xi. to correct any defect, supply any omission or reconcile any inconsistency in the 2024 Omnibus Plan or any Award agreement and to make all other determinations and take such other actions with respect to the 2024 Omnibus Plan or any Award as the Compensation Committee may deem advisable to the extent not inconsistent with the provisions of the 2024 Omnibus Plan or applicable law.

Notwithstanding the foregoing, the following amendments to the 2024 Omnibus Plan require the approval of shareholders of the Corporation:

- i. an increase in the maximum number of Common Shares that may be made the subject of Awards under the 2024 Omnibus Plan;
- ii. any change in the class of persons eligible to receive Awards or purchase Common Shares under the 2024 Omnibus Plan, or any extension of the term of the 2024 Omnibus Plan;
- iii. any adjustment (other than as set out in the 2024 Omnibus Plan) or amendment that reduces or would have the effect of reducing the exercise price of an Option or Stock Appreciation Right previously granted under the 2024 Omnibus Plan, whether through amendment, cancellation, replacement grants or other means (provided that, in such a case, insiders of the Corporation who benefit from such amendment are not eligible to vote their Common Shares in respect of the approval);
- iv. any amendment to the plan amendment provisions, subject to certain exceptions included in the 2024 Omnibus Plan; and
- v. any amendment that would require approval of shareholders under any applicable law, regulation or rule or the stock exchange or market system on which the Common Shares are traded.

#### *Dividends*

The Compensation Committee shall determine whether Awards (other than Options and Stock Appreciation Rights) shall receive dividends or amounts equivalent to cash, Common Shares or other property as dividends on Common Shares ("**Dividends**" or "**Dividend Equivalents**") with respect to the number of Common Shares covered by the Award; provided, however, any Dividends or Dividend Equivalents with respect to Common Shares covered by an Award shall be subject to restrictions and risk of forfeiture to the same extent as those Common Shares covered by the Award with respect to such Dividends or Dividend Equivalents. In no event will Dividends or Dividend Equivalents be awarded with respect to an Option or Stock Appreciation Rights.

#### *Options*

Options under the 2024 Omnibus Plan include Nonstatutory Stock Options and Incentive Stock Options.

The exercise price per Common Share under an Option shall be determined by the Compensation Committee; provided, however, that, subject to certain exceptions described in the 2024 Omnibus Plan, such exercise price shall not be less than 100% of the Fair Market Value of a Common Share on the date of grant of such Option. With the approval of the Compensation Committee, a Participant may elect to exercise an Option, in whole or in part, on a 'cashless exercise' basis, without payment of the aggregate

Option price due on such exercise by electing to receive Common Shares equal in value to the difference between the Option price and the Fair Market Value on the date of exercise, computed in accordance with the 2024 Omnibus Plan.

The term of each Option shall be fixed by the Compensation Committee, but shall not exceed 10 years from the date of grant thereof. Notwithstanding the foregoing and subject to certain exceptions detailed in the 2024 Omnibus Plan, if the term of an Option would otherwise expire during, or within nine business days of the expiration of a Black-Out Period (as such term is defined in the 2024 Omnibus Plan) applicable to such Participant, then the term of such Option shall be extended, in accordance with Section 409A of the U.S. Internal Revenue Code (the “Code”), to the close of business on the tenth business day following the expiration of the Black-Out Period.

Unless the Compensation Committee decides otherwise, Options granted under 2024 Omnibus Plan will expire at the earliest of: (i) the expiry date set out in the applicable Award agreement; (ii) three months after termination due to disability of the Participant or one year after the Participant’s death; (iii) three months after termination without “cause” following a Change in Control of the Corporation; (iv) in the case of a termination for “cause”, the expiry date set out in the applicable Award agreement; and (v) three months following the Participant’s termination for any other reason.

Incentive Stock Options may only be granted to employees. To the extent Options designated as Incentive Stock Options become exercisable for the first time during any calendar year for Common Shares having an aggregate fair market value greater than US\$100,000, the portion of such Options which exceeds such amount shall be treated as Nonstatutory Stock Options. Incentive Stock Options are subject to additional requirements and restrictions as provided in the 2024 Omnibus Plan and as required by the Code.

#### *Restricted Stock*

The 2024 Omnibus Plan, if approved, will provide the Compensation Committee with additional equity-based compensation alternatives in the form of Restricted Stock, which provide an “at risk” equity-based incentive and may replace short-term cash based incentives currently provided for in the Corporation’s compensation plan.

Restricted Stock consists of Common Shares that are subject to such restrictions as the Compensation Committee may impose (including, without limitation, restrictions on voting and transferability, or that constitute any limitation on the right to receive any Dividend or Dividend Equivalent or other right), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Compensation Committee may deem appropriate.

Restricted Stock shall be awarded for no additional consideration or such additional consideration as the Compensation Committee may determine, which consideration may be equal to or more than the Fair Market Value of the Common Shares on the grant date.

#### *Other Stock-Based Awards*

Under the 2024 Omnibus Plan, the Compensation Committee may grant other stock-based Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise related to, Common Shares, as deemed by the Compensation Committee to be consistent with the purposes of the 2024 Omnibus Plan and the goals of the Corporation, including, without limitation, RSU/DSUs, Stock Appreciation Rights and phantom awards. Stock Appreciation Rights are subject to the same requirements as Nonstatutory Options.

Other stock-based Awards may be settled in Common Shares, cash or a combination thereof.

Performance Awards may be granted by the Compensation Committee, in its sole discretion, in the form of cash or Common Shares (including Restricted Stock) or a combination thereof based upon the achievement of goals as determined by the Compensation Committee. Types of other stock-based Awards or Performance Awards include, without limitation, purchase rights, phantom stock, Stock Appreciation Rights, RSU/DSUs, performance units, Restricted Stock or Common Shares subject to performance goals, Common Shares awarded that are not subject to any restrictions or conditions, convertible or exchangeable debentures related to Common Shares, other rights convertible into Common Shares, Awards valued by reference to the value of Common Shares or the performance of the Corporation or a specified subsidiary, affiliate division or department, Awards based upon performance goals established by the Compensation Committee and settlement in cancellation of rights of any person with a vested interest in any other plan, fund, program or arrangement that is or was sponsored, maintained or participated in by the Corporation or any subsidiary.

In its sole discretion, the Compensation Committee may specify such criteria, periods or performance goals for vesting in the foregoing stock-based Awards or Performance Awards and/or payment thereof to Participants; and the extent to which such criteria, periods or goals have been met shall be determined by the Compensation Committee. All terms and conditions of such stock-based Awards and Performance Awards shall be determined by the Compensation Committee and set forth in the applicable Award agreement.

#### *Summary of Certain Federal Income Tax Considerations*

The following summary is based on certain applicable provisions of the Code, as currently in effect, and the income tax regulations and proposed income tax regulations issued thereunder. This summary does not purport to cover all federal income tax consequences or any federal employment tax or other federal tax consequences that may be associated with the 2024 Omnibus Plan, nor does it cover state, local, employment, foreign or other taxes.

Status of Options. Options granted under the 2024 Omnibus Plan may be either Incentive Stock Options or Nonstatutory Stock Options. Under certain circumstances, an Incentive Stock Option may be treated as a Nonstatutory Stock Option. The tax consequences, both to the option holder and to the Corporation, differ depending on whether an Option is an Incentive Stock Option or a Nonstatutory Stock Option.

Nonstatutory Stock Options. Generally, no federal income tax is imposed on the Option holder upon the grant of a Nonstatutory Stock Option. If the Common Shares received by an option holder upon the exercise of a Nonstatutory Stock Option are not subject to certain restrictions in the hands of the Option holder, then the Option holder will be treated as receiving compensation, taxable as ordinary income in the year of exercise. The amount recognized as ordinary income upon such an exercise is the excess of the fair market value of the Common Shares at the time of exercise over the exercise price paid for such Common Shares.

Incentive Stock Options. No federal income tax is imposed on the Option holder upon the grant or exercise of an Incentive Stock Option. The Option holder will recognize no ordinary income for federal income tax purposes upon disposition of Common Shares acquired pursuant to the exercise of an Incentive Stock Option, if the Option holder (i) does not dispose of the Common Shares acquired pursuant to the exercise of an Incentive Stock Option within two years from the date the Option was granted or within one year after the Common Shares were transferred to the Option holder (the “**Holding Period**”), and (ii) is an employee of either (a) the corporation granting the Option, (b) the parent corporation or a subsidiary corporation of the granting corporation, or (c) a corporation (or the parent corporation or a subsidiary corporation of such corporation) that has assumed such option of another corporation as a result of a corporate reorganization, merger, or similar transaction. Such employment must continue for the entire time from the date the Option was granted until three months before the date of exercise or twelve months before the date of exercise if employment ceases due to permanent and total disability (as defined in Section 22(e)(3) of the Code). If Common Shares received upon exercise of an Incentive Stock Option are disposed of after completion of the Holding Period, any difference between the exercise price paid for such Common Shares and the amount realized on the disposition will be treated as a capital gain or loss. The gain, if any, realized upon such a disposition will be treated as a long-term capital gain. Any loss realized upon such a disposition will be treated as a long-term capital loss. In the case of disposition of Common Shares following expiration of the Holding Period, the Corporation would not be entitled to any deduction in connection with the grant or exercise of the Incentive Stock Option or the disposition of the Common Shares so acquired.

If, however, an Option holder disposes of Common Shares acquired pursuant to the exercise of an Incentive Stock Option before expiration of the Holding Period (a “**Disqualifying Disposition**”), the Option holder would be treated as having received, at the time of disposition, compensation taxable as ordinary income.

Although the exercise of an Incentive Stock Option does not result in current taxable income, there are implications with regard to the Alternative Minimum Tax (“**AMT**”). The excess of the fair market value of Common Shares acquired upon exercise of an Incentive Stock Option over the exercise price paid for such Common Shares is an adjustment to AMT income for the Option holder’s taxable year in which such exercise occurs (unless the Common Shares are disposed of in the same taxable year and the amount realized is less than the fair market value of the shares on the date of exercise, in which event the amount included in AMT income will not exceed the amount realized on the disposition over the adjusted basis of the shares).

Stock Appreciation Rights. Upon the exercise of a Stock Appreciation Right, if Common Shares are received in settlement of the Stock Appreciation Right, the fair market value of those shares received is recognized as income for federal income tax purposes at the time of exercise. If a participant receives cash upon the exercise of a Stock Appreciation Right, the amount of cash received is recognized as income for federal income tax purposes at the time of exercise.

Restricted Stock. Generally, the grant of Restricted Stock will not be a taxable event to the participant, and the Corporation will not receive a deduction. Absent an 83(b) election (described below), the participant will be taxed at ordinary income rates when the Restricted Stock vests (an amount equal to the difference between the fair market value of the Restricted Stock on the vesting date and the consideration paid, if any, for the shares), and the Corporation will receive a corresponding deduction. However, the participant may elect to make an 83(b) election not later than 30 days after the grant of the Restricted Stock. An 83(b) election is an election permitted under Section 83(b) of the Code that allows the participant to recognize compensation income on the Restricted Stock at the time of the grant equal to the difference between the fair market value of the Restricted Stock on the date of grant and the amount paid, if any, for the shares. If the participant makes an 83(b) election, the Corporation receives a corresponding deduction at the time of the grant, and the participant is not taxed, nor does the Corporation receive any deduction, upon vesting of the shares.

When the participant sells the shares following vesting, he or she may realize a capital gain if the sales price is greater than his or her basis in the shares. The participant's basis for this purpose is the fair market value at the time of vesting (if no 83(b) election is made) or at the time of grant (if an 83(b) election is made). The Corporation does not receive a deduction upon disposition of the stock by the participant. If, following vesting, the participant sells the shares and the amount realized is more than the participant's basis in the stock, the participant will recognize a capital gain. If, following vesting, the participant sells the shares and the amount realized is less than the participant's basis in the stock, the participant will recognize a capital loss. The capital gain or loss will be either short-term or long-term, depending on the holding period of the shares. The holding period commences upon vesting (if no 83(b) election is made) or upon grant (if an 83(b) election is made).

Restricted Stock Units. In general, a participant who receives a RSU award will not be taxed on receipt of the award; instead, upon vesting (or potentially settlement, depending upon how the RSU is structured), the amount paid to the participant (whether in cash, shares, or a combination thereof) denominated in cash will be taxable as compensation to the participant.

#### *Other Tax Considerations*

In the event of a change of control of the Corporation, certain payments in the nature of compensation to certain individuals, if contingent on the change of control, could be nondeductible to the Corporation and subject to an additional 20% tax to the participant. Awards under the 2024 Omnibus Plan that are made, vest, or become payable in connection with a change of control may be required to be taken into account in determining whether these penalties apply.

Some Awards granted under the 2024 Omnibus Plan may be considered non-qualified deferred compensation that is subject to special rules and an additional 20% tax to the participant if not compliant with Section 409A of the Code. The administrator of the 2024 Omnibus Plan intends to design and administer such Awards either to be exempt from or to comply with Section 409A of the Code and avoid the imposition of any additional tax under Section 409A of the Code, but is not required to do so. There is no commitment or guarantee that any federal, state, local, or foreign tax treatment will (or will not) apply or be available to any participant with respect to any Award.

#### *Inapplicability of ERISA*

Based on current law and published interpretations, the Corporation does not believe that the 2024 Omnibus Plan is subject to any of the provisions of the Employee Retirement Income Security Act of 1974, as amended. Notwithstanding the foregoing, the 2024 Omnibus Plan expressly provides that there is no commitment or guarantee that any federal, state, or local tax treatment will (or will not) apply or be available to any person who participates or is eligible to participate in the 2024 Omnibus Plan.

#### *Shareholder Approval*

The 2024 Omnibus Plan has been adopted and authorized by the Board to be effective the date of the Meeting, or any adjournment or postponement thereof, subject to the approval of shareholders at the Meeting. The 2024 Omnibus Plan will continue until the earlier of termination by the Board or 10 years from the Effective Date.

As of April 12, 2024, there were 4,148,137 stock options outstanding and unexercised under the 2020 LTIP and the 2018 Option Plan, and 1,524,330 RSUs outstanding under the 2020 LTIP, representing in the aggregate 14.6% of the issued and outstanding Common Shares as of such date. No Common Shares are reserved for issuance under the 2018 RSU/DSU Plan. If the 2024 Omnibus Plan is approved at the Meeting, the 7,800,000 Common Shares that will be reserved for issuance under the 2024 Omnibus Plan and the Prior Plans, which includes 5,672,467 Common Shares underlying the outstanding and unexercised stock options and outstanding RSUs under the Prior Plans as of April 12, 2024, represents 20.1% of the total issued and outstanding Common Shares as of April 12, 2024, and an effective increase in the number of Common Shares available for issuance as share-based long-term incentives to directors, officers, employees and consultants of the Corporation of 1,865,660 Common Shares as of April 12, 2024.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to ratify, confirm and approve the 2024 Long Term Incentive Plan, the full text of which is set out below (the “**2024 Omnibus Plan Resolution**”).

### **2024 Omnibus Plan Resolution**

WHEREAS the Board of Directors of Viemed Healthcare, Inc. (the “**Corporation**”) has determined that adoption of the 2024 Long Term Incentive Plan of the Corporation (the “**2024 Omnibus Plan**”), as more fully set out in the copy of the 2024 Omnibus Plan attached hereto as Schedule “A,” is in the Corporation’s and its shareholders’ best interests;

BE IT RESOLVED AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

1. The 2024 Omnibus Plan and the reservation for issuance thereunder and under the Prior Plans of 7,800,000 Common Shares (including 1,000,000 Common Shares that may be issued as Incentive Stock Options), are hereby approved, ratified and confirmed.
2. The limits with respect to Security Based Compensation Arrangements included in Sections 4.1 and 27 of the 2020 LTIP are hereby removed and no future awards will be granted under the 2020 LTIP and any outstanding awards under the 2020 LTIP shall remain subject to the terms and conditions of the 2020 LTIP as in effect on the date immediately preceding the date hereof.
3. The 2024 Omnibus Plan be authorized and approved as a long term incentive plan of the Corporation, subject to any limitations imposed by applicable regulations, laws, rules, and policies.
4. Any officer or director of the Corporation is authorized and directed to execute and deliver, under corporate seal or otherwise, all such documents and instruments and to do all such acts as in the opinion of such officer or director may be necessary or desirable to give effect to this resolution.

**The Board recommends a vote “FOR” the approval of the 2024 Omnibus Plan Resolution.**

The approval of the 2024 Omnibus Plan Resolution requires the affirmative vote of the majority of the votes cast at the Meeting. Broker non-votes are not relevant to and will have no effect on this proposal regarding approval of the 2024 Omnibus Plan Resolution.

## **11. CORPORATE GOVERNANCE DISCLOSURE**

Set forth below is a description of the Corporation's current corporate governance practices, as prescribed by Form 58-101F1, which is attached to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”).

### **Board of Directors and Independence**

The Board has determined that Randy Dobbs (Chairman), Nitin Kaushal, Timothy Smokoff, Bruce Greenstein and Sabrina Heltz, current and prospective members of the Board, are independent as such term is defined in NI 58-101, and are independent in accordance with the listing standards of NASDAQ.

The Board has determined that Casey Hoyt, W. Todd Zehnder and William Frazier, current and prospective members of the Board, are not independent as such term is defined in NI 58-101 and are not independent in accordance with the listing standards of NASDAQ, as they are executive officers (as such term is defined in NI 51-102) and employees of the Corporation. Accordingly, a majority of the current and prospective members of the Board are independent.

### **Board Leadership Structure**

Our Board is led by Randy Dobbs, the Corporation's independent Chairman of the Board. The Board believes that this leadership structure, which separates the Chairman and Chief Executive Officer roles, is appropriate at this time. The Board believes its current leadership structure best serves the objectives of the Board's oversight of management, the Board's ability to carry out its roles and responsibilities on behalf of the Corporation's shareholders and the Corporation's overall corporate governance.

All of the members of the Audit Committee, Compensation Committee and CG&N Committee are independent as further described below. The independent directors have the opportunity, at their discretion, to hold ad hoc meetings that are not attended by management and non-independent directors.

The Board believes that adequate structures and processes are in place to facilitate the functioning of the Board independently of the Corporation's management. The independent directors met together without management present four times during 2023. The regularly scheduled Board committee meetings give the independent directors the opportunity for open and frank discussions on all matters they consider relevant, including an assessment of their own performance. In addition, the Audit Committee meets periodically with the Corporation's auditors without management present. Accordingly, the Board believes that there is adequate leadership by the independent directors.

### **Meetings of Independent Directors**

The independent directors of the Board may, upon request, meet in executive session at any meeting of the Board. The independent directors generally meet in executive sessions without management present during their regularly scheduled board meetings, and on an as-needed basis during special meetings. During 2023, the independent directors held executive sessions at each of the four regularly-scheduled Board meetings in January, May, August and November.

### **Board's Role in Risk Oversight**

The Board oversees the Corporation's management and, with the assistance of management, is actively involved in oversight of risks that could affect the Corporation. The Board engages in the oversight of risk in various ways, including (i) reviewing and approving management's operating plans and considering any risks that could affect operating results, (ii) reviewing the structure and operation of the Corporation's various departments and functions and (iii) in connection with the review and approval of particular transactions and initiatives, reviewing related risk analyses and mitigation plans.

The Board has also delegated certain risk oversight responsibility to committees of the Board as follows: (i) the Audit Committee meets periodically with management to discuss the Corporation's process for assessing and managing risks, including the Corporation's major financial risk exposures and the steps management has taken to monitor and control such exposures; (ii) the Compensation Committee reviews the Corporation's incentive compensation arrangements to determine whether such arrangements encourage excessive risk-taking and discusses, at least annually, the relationship between risk management policies and practices and compensation; and (iii) the CG&N Committee oversees risk related to corporate governance and cybersecurity. The Corporation's management regularly reports to the full Board and, as appropriate, the committees of the Board regarding enterprise risk that the Corporation must mitigate and manage.

## Meeting Attendance

During 2023, there were five meetings of the Board of Directors, four meetings of the Audit Committee, four meetings of the Compensation Committee, and two meetings of the CG&N Committee. The attendance by directors for meetings of the Board and Board committees held during the fiscal year ended December 31, 2023, was as follows:

Name	Board Meetings	Audit Committee Meetings	Compensation Committee Meetings	CG&N Committee Meetings
Casey Hoyt	5/5	N/A	N/A	N/A
W. Todd Zehnder	5/5	N/A	N/A	N/A
William Frazier	5/5	N/A	N/A	N/A
Randy Dobbs	5/5	4/4	4/4	N/A
Nitin Kaushal	5/5	4/4	N/A	N/A
Timothy Smokoff	4/5	N/A	4/4	2/2
Bruce Greenstein	5/5	4/4	N/A	2/2
Sabrina Heltz	5/5	N/A	4/4	1/2

Although the Corporation does not have a formal policy with respect to Board members' attendance at annual and special meetings of Shareholders, the Corporation does encourage Board members to attend. Casey Hoyt and Todd Zehnder attended last year's annual meeting.

## Directorships

Except as set out in the table below, no directors and prospective directors of the Corporation are presently directors of other entities that are reporting issuers (or the equivalent) in Canada and the United States.

Board Member	Directorship of Other Reporting Issuers
Nitin Kaushal	High Tide Inc. (NASDAQ: HITI) (TSXV: HITI) (FSE: 2LYA)
	Delta 9 Cannabis Inc. (TSX: DN) (OTCQX: DLTNF)
	Everyday People Financial Corp. (TSXV: EPF)

## Board Mandate

The Board does not have a written mandate; however it operates through the leadership of an independent Chairman and three committees of the Board made up of independent directors.

## Position Descriptions

The Board has not adopted a written description for the Chairman of the Board and the Chair of each Board committee. The Chairman of the Board is responsible for the administration, development and efficient operation of the Board. The Chairman assists the Chief Executive Officer in overseeing the operational aspects involved in managing the Corporation. In addition, the Chair ensures that the Board adequately discharges its mandate and that the Board's responsibilities and lines of delineation between the Board and management are well understood by the directors. The Chair of each committee is to manage efficiently his or her respective committee. Each committee Chair must ensure that the committee adequately discharges its mandate pursuant to its written charter. Committee Chairs must report regularly to the Board on the business of their committee.

The Board and the Chief Executive Officer have not developed a written position description for the Chief Executive Officer. The Board expects the Chief Executive Officer and the Corporation's senior management team to be responsible for the management of the Corporation's strategic and operational agenda and for the execution of the decisions of the Board.



## **Orientation and Continuing Education**

Pursuant to the orientation program put in place by the CG&N Committee, each new director of the Corporation attends a comprehensive orientation session during which they are provided with product demonstrations and an education as to the nature and operation of the Corporation and its business, and members of senior management from each functional area within the Corporation present on wide-ranging topics concerning the Corporation, including regarding its corporate structure and financial and legal matters. The CG&N Committee is also responsible for coordinating the continuing education program for directors in order to maintain or enhance their skills and abilities as directors, as well as ensuring that their knowledge and understanding of the Corporation and its business remains current. Internal personnel regularly make presentations to the Board on relevant and material topics.

Directors are encouraged to communicate with management, auditors and technical consultants and to keep themselves current with industry trends and developments and changes in legislation with management's assistance. Directors have full access to the Corporation's records.

## **Ethical Business Conduct**

The Board maintains that the Corporation must conduct, and be seen to conduct, its business dealings in accordance with all applicable laws and the highest ethical standards.

The Board has adopted a Code of Business Conduct and Ethics that applies to our directors, officers and employees. Our Code of Business Conduct and Ethics has been filed under the Corporation's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and is available on the corporate governance section of Corporation's website (which is a subsection of the investor relations section of Corporation's website) at the following address: [www.viemed.com/investors](http://www.viemed.com/investors). The Corporation intends to disclose on its website any amendments or waivers to the Code that are required to be disclosed by SEC rules.

The Corporation's reputation for honesty and integrity amongst its shareholders and other stakeholders will be key to the success of its business. No employee or director will be permitted to achieve results through violation of laws or regulations, or through unscrupulous dealings.

Any director with a conflict of interest or who is capable of being perceived as being in conflict of interest with respect to the Corporation must abstain from discussion and voting by the Board or any committee of the Board on any motion to recommend or approve the relevant agreement or transaction. The Board must comply with conflict of interest provisions of the BCBCA.

## **Nomination of Directors**

The CG&N Committee is currently responsible for identifying candidates for election to the Board. The Corporation's Articles also provide for advance notice of nominations of directors by shareholders of the Corporation at its annual meeting of shareholders. The Corporation does not have a formal policy concerning shareholders nominations of individuals to stand for election to the Board, other than the provisions contained in the Corporation's Articles. Since the Corporation's spin out from PHM, the Corporation has not received any recommendations from shareholders requesting that the Board consider a candidate for inclusion among the slate of nominees in any year, and therefore the Corporation believes that no formal policy, in addition to the provisions contained in the Corporation's Articles, concerning shareholders recommendations is needed. For further information regarding the Board nomination procedures under the Corporation's Articles, see "Business of the Meeting – Election of Directors" above and "Shareholder Proposals – Advance Notice Provisions" below.

The CG&N Committee is responsible for periodically reviewing the size of the Board, with a view to determining the impact of the number of directors on the effectiveness of the Board, and identifying potential nominees to the Board, reviewing their qualifications and experience, determining their independence as required under all applicable corporate and securities laws and recommending to the Board the nominees for consideration by, and presentation to, the shareholders at the Corporation's next annual meeting of shareholders. In making its recommendations, the CG&N Committee applies the standards established in the CG&N Committee Charter and considers the competencies and skills that the Board considers to be necessary for the Board as a whole to possess, the competencies and skills that the Board considers each existing director to possess, as well as the competencies and skills each new nominee will bring to the boardroom. The CG&N Committee also considers the amount of time and resources that nominees have available to fulfill their duties as Board members or committee members, as applicable.

While the Board has not adopted a written policy concerning Board diversity, the Board believes that diversity along multiple dimensions, including gender, race, ethnicity and professional expertise and experience, is important in providing the necessary range of perspectives required to achieve objectives. The Board recognizes that gender diversity is a significant aspect of diversity and acknowledges the important contributions that women with the right competencies and skills can make to the diversity of perspective in the boardroom. Accordingly, in order to promote the specific objective of gender diversity, the selection process for Board appointees/nominees by the Corporation will continue the pursuit of potential female candidates and if, at the end of the selection process, no female candidates are selected, the Board must be satisfied that there are objective reasons to support this determination.

On an annual basis, the CG&N Committee will assess the effectiveness of the Board's appointment/nomination process at achieving diversity and consider and, if determined advisable, recommend to the Board for adoption, measurable objectives for achieving diversity on the Board. At this time, the Corporation has not adopted a target regarding women or underrepresented minorities on the Board as the Board believes that arbitrary targets are not in the best interests of the Corporation or its shareholders. The Board is committed to nominating the best individuals to be elected as directors.

The CG&N Committee is also responsible for periodically examining and making recommendations to the Board in relation to mechanisms of Board renewal. The Corporation currently does not have any policies imposing a term or retirement age limit in connection with individuals nominated for election as directors, as the CG&N Committee and the Board believe that such arbitrary limits are not in the best interests of the Corporation or its shareholders. It is the Board's intention to strive to achieve a balance between the desirability to have a depth of institutional experience from its members on the one hand, and the need for renewal and new perspectives on the other hand.

## **Board Committees**

There were three standing committees of the Board during 2023: the Audit Committee, the Compensation Committee and the CG&N Committee. Written charters for each of the Audit Committee, Compensation Committee and CG&N Committee are available on the corporate governance section of the Corporation's website (which is a subsection of the investor relations section of Corporation's website) at the following address: [www.viemed.com/investors](http://www.viemed.com/investors).

### *Audit Committee*

The Audit Committee is a standing committee appointed by the Board. The members of the audit committee of the Board (the "**Audit Committee**") are Nitin Kaushal (Chair), Randy Dobbs, and Bruce Greenstein. All of the members of the Audit Committee are independent and financially literate, as such terms are defined in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"). Each member of the Audit Committee is an independent director within the meaning of the rules of NASDAQ and meets the standards for independence required by U.S. securities law applicable to public companies, including Rule 10A-3 of the Exchange Act, with respect to Audit Committee members. Information concerning the relevant education and experience of the Audit Committee members can be found in "Business of the Meeting - Election of Directors" in this Circular.

In addition, the Board has determined that Nitin Kaushal is qualified as an audit committee financial expert under the SEC's rules and regulations and that each member of the Audit Committee has the requisite accounting and related financial management expertise under NASDAQ rules.

The Audit Committee operates under the Charter of the Audit Committee, pursuant to which the Audit Committee assists the Board in fulfilling its oversight responsibilities with respect to the following: financial reporting and disclosure; ensuring that an effective risk management and financial control framework has been designed, implemented and tested by management of the Corporation; external audit processes; assisting the Board meet its responsibilities; providing better communication between the Board and external auditors; enhancing the independence of the external auditors; increasing the credibility and objectivity of financial reports; and strengthening the role of the Board by facilitating in-depth discussions among the Board, management and the external auditors regarding significant issues involving judgment and impacting quality controls and reporting.

### *Corporate Governance and Nominating Committee*

The CG&N Committee is a standing committee appointed by the Board. The members of the corporate governance and nominating committee of the Board (the "**CG&N Committee**") are Bruce Greenstein (Chair), Sabrina Heltz and Timothy Smokoff. All of the members of the CG&N Committee are independent, as such term is defined in NI 52-110. Each member of the CG&N Committee is an independent director within the meaning of NASDAQ rules.

The CG&N Committee will act on behalf of and subject to the direction of the Board in all matters pertaining to corporate governance issues and new director nominees, as well as the size and composition of the Board and Board committees. The CG&N Committee operates under the Charter of the CG&N Committee pursuant to which the CG&N Committee will: develop and enforce policy in the area of corporate governance and the practices of the Board in light of the Corporation's particular circumstances, the changing needs of investors and the Corporation and changes in corporate governance guidelines; prepare and recommend to the Board annually a statement of corporate governance practices to be included in the Corporation's management information and proxy circular and ensure that such disclosure is complete and provided in accordance with the regulatory requirements; monitor developments in the area of corporate governance and the practices of the Board and advise the Board accordingly; develop, implement and maintain appropriate policies with respect to disclosure, confidentiality and insider trading; adopt a process for determining what competencies and skills the Board as a whole should have, and apply this result to the recruitment process for new directors; in consultation with the Chairman of the Board and the Chief Executive Officer, identify individuals qualified to become new Board members and recommend to the Board the new director nominees for the next annual meeting of shareholders; recognize that shareholding by directors is appropriate in aligning director and shareholder interests; annually review credentials of existing Board members to assess suitability for re-election; establish procedures for, and approve and ensure provision of, an appropriate orientation and education program for new recruits to the Board and continuing education for Board members; consider and, if thought fit (and after obtaining the consent of the Chairman of the Board, which consent may not be unreasonably withheld), approve requests from individual directors for an engagement of special outside advisors at the expense of the Corporation; review, on a periodic basis, the size and composition of the Board and Board committees and make appropriate recommendations to the Board; provide oversight for all matters related to the security of and risks related to information technology systems and procedures; consider and review, at least annually, with the Corporation's senior information technology management person, the General Counsel, and any other persons as may be selected by the CG&N Committee, the adequacy and effectiveness of the Corporation's monitoring of and system of internal controls over cybersecurity matters, including data and privacy protection policies and programs; discuss with the Corporation's senior information technology management person any material cybersecurity incidents or matters that have come to management's attention during the conduct of their assessments; establish a policy for reporting material cybersecurity incidents or matters directly and promptly to the CG&N Committee; advise management on responses to material cybersecurity incidents or matters, including, as necessary, the engagement of third-party advisors and consultants; monitor developments in the area of environmental, social and governance ("ESG") and advise the Board accordingly; coordinate with the Chair of the Audit Committee to determine what disclosures the Corporation may be required or may choose to make with respect to ESG matters; and oversee the Corporation's engagement efforts with stockholders and other key stakeholders, including proxy advisory firms, non-governmental organizations, and governance ratings agencies.

#### *Compensation Committee*

The Compensation Committee is a standing committee appointed by the Board. The members of the compensation committee of the Board (the "**Compensation Committee**") are Timothy Smokoff (Chair), Sabrina Heltz, and Randy Dobbs. Each member of the Compensation Committee is an independent director within the meaning of NASDAQ rules and meets the standards for independence required by U.S. securities law applicable to public companies, including Rule 10C-1 of the Exchange Act with respect to Compensation Committee members.

The Board has adopted a written charter for the Compensation Committee setting out its responsibilities for compensation matters, as described in the Executive Compensation; Compensation Governance section below.

## **Audit Committee Report**

The Audit Committee reviewed and discussed the Corporation's audited consolidated financial statements as of and for the year ended December 31, 2023, with management and the Corporation's independent registered public accounting firm. The Audit Committee also discussed with the Corporation's independent registered public accounting firm the matters that are required to be discussed by the applicable requirements of the Public Company Accounting Oversight Board and the SEC.

The Audit Committee has received the written disclosures and the letter from the Corporation's independent registered public accounting firm required by applicable requirements of the Public Company Accounting Oversight Board regarding the independent registered public accounting firm's communications with the Audit Committee concerning independence, and has discussed with the independent registered public accounting firm the independent registered public accounting firm's independence. The Audit Committee has reviewed and approved the amount of fees paid to Ernst & Young LLP for audit and non-audit services and has concluded that the provision of services by Ernst & Young LLP is compatible with the maintenance of Ernst & Young LLP's independence.

Based on the above-mentioned review and discussions with management and the independent registered public accounting firm, and subject to the limitations on the Audit Committee's role and responsibilities described above and in the Audit Committee Charter, the Audit Committee recommended to the Board of Directors that the Corporation's audited consolidated financial statements be included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2023, for filing with the SEC.

Submitted on behalf of the Audit Committee  
Nitin Kaushal, Chair  
Randy Dobbs  
Bruce Greenstein

## **Assessments**

The CG&N Committee, in consultation with the Chairman of the Board, is responsible for ensuring that an appropriate system is in place to evaluate the effectiveness of the Board, the Board committees and individual directors, with a view to ensuring that they are fulfilling their respective responsibilities and duties and working effectively together as a unit.

The CG&N Committee informally monitors director performance throughout the year (noting particularly any directors who have had a change in their primary job responsibilities or who have assumed additional directorships since their last assessment) to ensure that the Board, the Board committees and individual directors are performing effectively. From time to time the CG&N Committee may also choose to complete a formal assessment process consisting of completion of a written survey by each member of the Board, on request, conducting one-on-one discussions in order to assess such matters as the composition of the Board, the conduct of and agendas for meetings of the Board and its committees, and the role and impact of the Board. The results of such surveys and interviews are then summarized to identify strengths, opportunities and further suggestions with respect to each area of discussion and the Chairman of the Board is to report on such summary to the GN&C Committee and to the rest of the Board.

## **Communications with the Board of Directors**

Shareholders may communicate with the Board, any of the Board committees, non-employee directors as a group and individual directors by submitting their communications in writing to Viemed Healthcare, Inc., 625 E. Kaliste Saloom Rd., Lafayette, Louisiana 70508, Attn: Corporate Secretary. Any communication must contain the following:

- a representation that the shareholder is a holder of record of the Corporation's capital stock;
- the name and address, as they appear on the Corporation's books, of the shareholder sending the communication; and
- the number of shares of the Corporation's capital stock that are beneficially owned by such shareholder.

The Corporation's Corporate Secretary will distribute such communications to the intended recipient upon receipt, unless the communication is unduly hostile, threatening, illegal or otherwise inappropriate, in which case the Corporate Secretary has the authority to discard the communication or to take appropriate legal action regarding the communication.

## **Hedging Policy**

The Corporation's insider trading policy prohibits its directors, officers and those employees and contractors who participate in the preparation of the Corporation's financial statements or who are privy to material financial information relating to the Corporation (including spouses, live-in partners or relatives of any such persons who reside in the same household as such persons) from entering into hedging or monetization transactions or similar arrangements with respect to Corporation's securities. The policy also prohibits such persons from entering into the following transactions: selling the Corporation's securities short, buying or selling puts or calls or other derivative securities on the Corporation's securities, holding Corporation securities in a margin account or pledging Corporation securities as collateral for a loan. In addition, the policy is intended to ensure compliance with all applicable insider trading rules relating to the Corporation's securities.

## **Clawback Policy**

In 2023, the Corporation adopted a clawback policy as required by Rule 10D-1 of the Exchange Act and the NASDAQ listing standards adopted pursuant to Rule 10D-1. The Corporation's clawback policy requires the clawback of erroneously paid incentive-based compensation paid to current and former executive officers in the event of a restatement of the Corporation's financial statements (without regard to the fault of the executive). Restatements that trigger such recoupment include restatements due to material noncompliance with any financial reporting requirement applicable to the Corporation under the federal securities laws, including required restatements to correct an error in previously issued financial statements that is material to the previously issued financial statements or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. Except in very limited circumstances, in the event of such a restatement, the clawback policy requires the recoupment of incentive-based compensation paid to the executive officer in excess of the amount that would have been paid if the amount of such incentive-based compensation had been based on the restated financial statements.

## 12. EXECUTIVE COMPENSATION

### Executive Officers

Set forth below is a brief description of the business experience of each of our executive officers, with the exception of Casey Hoyt and W. Todd Zehnder, whose biographies are listed above with the directors' biographies.

*Executive Officer: Michael Moore*

*Position: President*

*Age: 46*

*Present positions and offices with the Corporation, principal occupations during the past five years:*

Mr. Moore has served as President of the Corporation since December 2017. Mr. Moore co-founded the Sleepco Subsidiaries in 2006, which were sold to PHM in May 2015. After selling the Sleepco Subsidiaries to PHM, Mr. Moore became the President of PHM and in March 2016 its Interim CFO. Prior to serving as the Corporation's President, Mr. Moore acted as Managing Director, Disease Management of PHM from May 2015 until December 2017. After completing his degree as a Respiratory Therapist from the California College of Health Science, Mr. Moore began his career as a Respiratory Therapist and later transitioned to Account Executive, with organizations such as Praxair and Home Care Supply, where he continually exceeded sales goals and finished in the top 5 nationally of all Account Executives. Mr. Moore's experience as a clinician, as well as his knowledge of healthcare trends, played a key role in formulating the strategy that has enabled the business of the Sleepco Subsidiaries to become the diverse respiratory-focused business that it is today.

*Executive Officer: Trae Fitzgerald*

*Position: Chief Financial Officer*

*Age: 36*

*Present positions and offices with the Corporation, principal occupations during the past five years:*

Mr. Fitzgerald has served as the Chief Financial Officer of Corporation since December 2017. Previously, Mr. Fitzgerald served as finance manager and corporate controller of PHM from January 2015 until December 2017. Prior to joining PHM, Mr. Fitzgerald spent two years serving in a finance, budgeting, and financial reporting role for PetroQuest Energy, Inc., a then NYSE listed company, from April 2013 to January 2015. Mr. Fitzgerald graduated Summa Cum Laude with a Bachelor of Science Degree in Accounting and Masters of Business Administration from the University of Louisiana at Lafayette. He is a Certified Public Accountant, registered in the state of Louisiana with over six years of public accounting experience, three years of which were spent with Ernst & Young's Houston, Texas office, where he provided audit services to a variety of industries ranging from professional sports to alternative energy.

*Executive Officer: Jerome Cambre*

*Position: Vice President of Sales*

*Age: 53*

*Present positions and offices with the Corporation, principal occupations during the past five years:*

Mr. Cambre has served as the Vice President of Sales of Corporation since March 2018. Previously, Mr. Cambre served as the National Sales Trainer of the Corporation from March 2017 to March 2018, as the Director of Clinical Sales of Sleep Management, LLC from March 2016 to March 2017 and as a Patient Care Coordinator of Sleep Management, LLC from October 2015 to 2016. Prior to that, Mr. Cambre was a sales representative at Sleep Management, LLC from November 2013. Mr. Cambre graduated with a Bachelor of Science Degree in Psychology from Louisiana State University. He also holds an Associate of Science Degree in Cardiopulmonary Science from Our Lady of the Lake College.

*Executive Officer: Jeremy Trahan*  
*Position: Chief Legal Officer, EVP and Corporate Secretary*  
*Age: 54*

*Present positions and offices with the Corporation, principal occupations during the past five years:*

Mr. Trahan has served as the Chief Legal Officer of the Corporation since August 2022 and as the Corporate Secretary of the Corporation since January 2024. Previously, he served as Associate General Counsel and then as Vice President of Legal Affairs of LHC Group, Inc. from January 2014 to August 2022, and as an Associate and then as Partner with the law firm of Thompson Hine LLP from September 1996 to January 2014. Mr. Trahan graduated with a Bachelor of Science Degree in Accounting from the University of Louisiana at Lafayette in December 1991, and a Juris Doctorate from the University of Notre Dame in May 1996. He is a Certified Public Accountant (inactive), registered in the state of Louisiana.

## **Compensation**

During the fiscal year ended December 31, 2023, the Corporation's executive compensation program was administered by the Compensation Committee. The Corporation's executive compensation program has the objectives of attracting and retaining a qualified and cohesive group of executives, motivating team performance and aligning of the interests of executives with the interests of the Corporation's shareholders through a package of compensation that is simple and easy to understand and implement. Compensation under the program was designed to achieve both current and longer term goals of the Corporation and to optimize returns to shareholders. In addition, in order to further align the interests of executives with the interests of the Corporation's shareholders, the Corporation has implemented share ownership incentives through the 2020 LTIP (defined below). The Compensation Committee believes that the Corporation's overall compensation objectives are consistent with its peer group of healthcare companies with opportunities to participate in equity ownership.

In determining the total compensation of any member of senior management, the Compensation Committee considers all elements of compensation in total rather than one element in isolation and considers the recommendations of the Chief Executive Officer. The Compensation Committee also examines the competitive positioning of total compensation and the mix of fixed, incentive and share-based compensation.

Although the Corporation qualifies as an emerging growth company and a smaller reporting company under U.S. securities laws, and accordingly may provide disclosure of the Corporation's executive compensation program under the scaled-down reporting rules under U.S. securities laws applicable to emerging growth companies and smaller reporting companies, the Corporation is providing additional detail with respect to its executive compensation, including in "Compensation Governance" and "Performance Graph" and in the "Summary Compensation Table," "Outstanding Equity Awards at Fiscal Year-End 2023" table, "Incentive Plan Awards - Value Vested or Earned During the Year" tables and "Outstanding Share-Based Awards and Option-Based Awards" tables consistent with the disclosure requirements that apply under Canadian securities laws.

## **Compensation Governance**

The Board established the Compensation Committee as a standing committee of the Board. The Compensation Committee assists the Board in discharging the directors' oversight responsibilities relating to the compensation and retention of key senior management employees, and in particular the Chief Executive Officer.

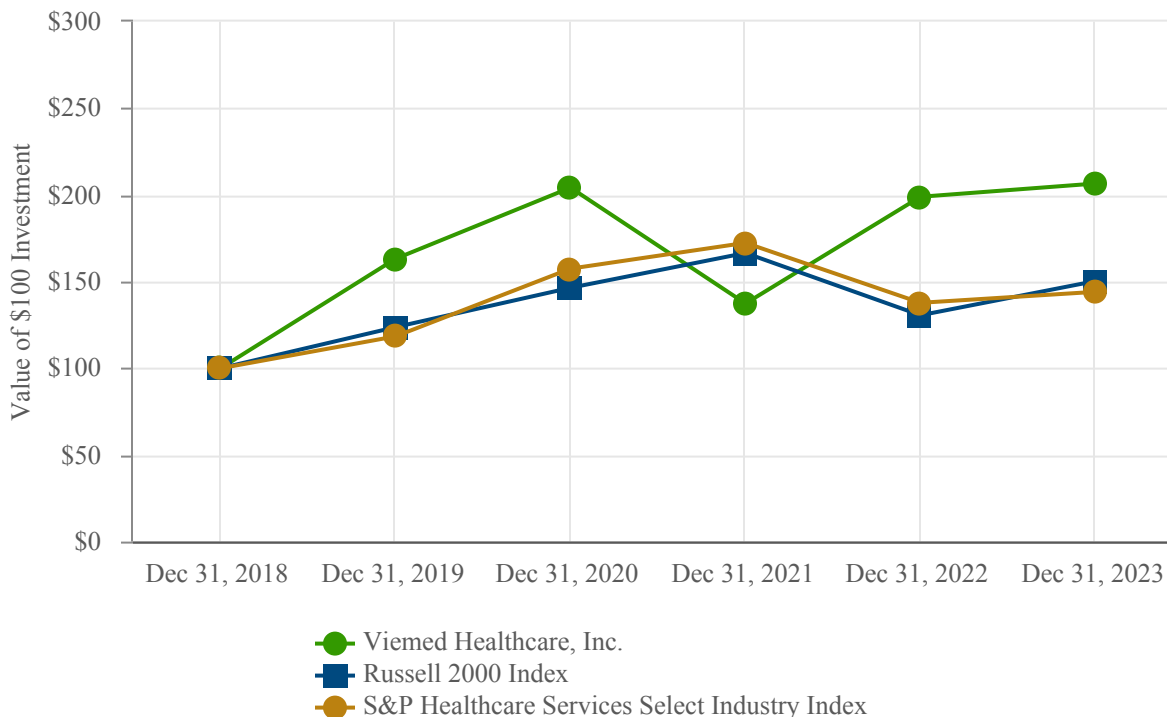
The Compensation Committee comprises three (3) directors, Timothy Smokoff (Chair), Randy Dobbs and Sabrina Heltz. Each member of the Compensation Committee is independent as such term is defined in NI 52-110 and in the BCBCA, as well as under NASDAQ rules.

The Compensation Committee operates under the Charter of the Compensation Committee, pursuant to which the Compensation Committee assists the Board in fulfilling its oversight responsibilities with respect to the following: setting policies for senior officers' remuneration; reviewing and approving and then recommending to the Board salary, bonus and other benefits, direct or indirect, and any change-of-control packages of the Chief Executive Officer; considering the recommendations of the Chief Executive Officer and setting the terms and conditions of employment including, approving the salary, bonus and other benefits, direct or indirect, and any change-of-control packages, of the key executives of the Corporation; undertaking an annual review of the Chief Executive Officer goals for the coming year and reviewing progress in achieving those goals; reviewing compensation of the Board on at least an annual basis; overseeing the administration of the Corporation's compensation plans, including stock option plans, compensation plans for outside directors and such other compensation plans or structures as are adopted by the Corporation from time to time; reviewing and approving executive compensation disclosure to be made in the management information and proxy circular prepared in connection with each annual meeting of shareholders of the Corporation; and undertaking on behalf of the Board such other compensation initiatives as may be necessary or desirable to contribute to the success of the Corporation and enhance shareholder value. During 2023, the Compensation Committee engaged Arthur J. Gallagher & Co. ("Gallagher") as its independent compensation consultant in order to assist with the establishment, structuring, and continued evaluation of executive compensation. In compliance with SEC rules, the Compensation Committee has assessed the independence of Gallagher and concluded that no conflict of interest exists that would prevent Gallagher from independently representing the Compensation Committee. Gallagher does not currently provide any services to the Corporation other than the services provided directly to the Compensation Committee. Billing by Gallagher is provided directly to, and approved for payment by, the Compensation Committee.



## Performance Graph

The following graph compares the total cumulative return on funds invested in Common Shares of the Corporation, compared to the total cumulative return of (i) the cumulative total return of the Russell 2000 Index and (ii) the cumulative total return of the S&P Healthcare Services Select Industry Index, in each case, for the period from December 31, 2018 to December 31, 2023:



	Dec 31, 2018	Dec 31, 2019	Dec 31, 2020	Dec 31, 2021	Dec 31, 2022	Dec 31, 2023
Viemed Healthcare, Inc.	\$ 100	\$ 163	\$ 204	\$ 137	\$ 199	\$ 207
Russell 2000 Index	\$ 100	\$ 124	\$ 146	\$ 167	\$ 131	\$ 150
S&P Healthcare Services Select Industry Index	\$ 100	\$ 118	\$ 157	\$ 172	\$ 138	\$ 144

Over this period, the Corporation's share price increased by 107% and has outperformed the Russell 2000 Index and S&P Healthcare Services Select Industry Index which have increased by 50% and 44%, respectively. The S&P/TSX Composite Index has been removed from the performance graph as a result of the Corporation's voluntary delisting of its common shares from TSX in 2023 and has been replaced with the Russell 2000 Index and S&P Healthcare Services Select Industry Index. The cumulative total return of the S&P/TSX Composite Index was 46% from December 31, 2018 to December 31, 2023. As shown in the Summary Compensation Table below, during the same period, total compensation received by the Named Executive Officers (as defined below) increased consistently with this trend. The Board considers the Corporation's performance (including share price) in its compensation decision-making. Based on the growth and results of the Corporation over this period and the return to the Corporation's shareholders, the Board believes there is alignment between the compensation of the Named Executive Officers and the return to the Corporation's shareholders. In addition, as approximately 31.3% - 47.2% of the aggregate target total direct compensation of the Named Executive Officers in 2023 was security-based compensation (i.e., the grant date fair value of RSUs and options), in the medium to long-term, the realized compensation of the Named Executive Officers will be directly and meaningfully impacted by the market value of the Common Shares of the Corporation.

## Summary Compensation Table

The table below sets forth the annual compensation paid by the Corporation during the years ended December 31, 2023, 2022, and 2021 (expressed in U.S. dollars) to our CEO, CFO, and our next three most highly-compensated executive officers during the year ended December 31, 2023 (collectively, our “**Named Executive Officers**”).

Name and Principal Position	Year	Salary <sup>(1)</sup> (\$)	Bonus <sup>(2)</sup> (\$)	Stock Awards <sup>(3)</sup> (\$)	Option-Awards <sup>(4)</sup> (\$)	Nonequity Incentive Plan Compensation <sup>(5)</sup> (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation <sup>(6)</sup> (\$)	Total <sup>(7)</sup> (\$)
<b>Casey Hoyt</b>	2023	509,277	4,544	1,185,820	—	787,950	—	24,623	2,512,214
<i>Chief Executive Officer and Director</i>	2022	470,000	3,400	656,306	347,842	423,000	—	24,959	1,925,507
	2021	470,000	3,250	138,822	819,729	446,500	—	23,512	1,901,813
<b>Michael Moore</b>	2023	429,292	4,544	797,274	—	664,350	—	54,953	1,950,413
<i>President</i>	2022	395,000	3,400	441,259	233,868	355,500	—	54,209	1,483,236
	2021	395,000	3,250	93,336	609,492	375,250	—	51,978	1,528,306
<b>W. Todd Zehnder</b>	2023	429,292	4,544	797,274	—	664,350	—	39,645	1,935,105
<i>Chief Operating Officer and Director</i>	2022	395,000	3,400	441,259	233,868	355,500	—	37,874	1,466,901
	2021	395,000	3,250	93,336	609,492	375,250	—	36,599	1,512,927
<b>Trae Fitzgerald</b>	2023	249,395	4,544	283,836	—	258,571	—	30,044	826,390
<i>Chief Financial Officer</i>	2022	225,000	3,400	135,971	83,260	151,875	—	29,300	628,806
	2021	225,000	3,250	33,227	216,990	160,312	—	26,999	665,778
<b>Jerome Cambre</b>	2023	219,622	75,794	252,299	—	227,543	—	30,044	805,302
<i>Vice President of Sales</i>	2022	200,000	91,733	120,863	74,010	135,000	—	29,300	650,906
	2021	200,000	20,125	29,533	192,880	142,500	—	26,999	612,037

<sup>(1)</sup>The amounts shown reflect the total salary amounts earned by each Named Executive Officer during the respective year. The current annual salaries for the Named Executive Officers were established by the Compensation Committee in August 2023 and are disclosed in “Narrative Disclosure to Summary Compensation Table- *Employment Agreements*”.

<sup>(2)</sup>The amounts shown represent a Corporation-wide active patient bonus and for Mr. Cambre, an additional sales bonus.

<sup>(3)</sup>The amounts shown represent the aggregate grant date fair value of restricted stock awards and Phantom Share Plan awards computed at the date of the grant using the closing stock price on the date of the grant in accordance with FASB ASC Topic 718. Assumptions used in the calculation of these amounts are included in “Note 8 - Shareholders’ Equity” to our audited financial statements for the fiscal years ended December 31, 2023 and 2022 included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as filed with the SEC and on SEDAR+ on March 6, 2024.

<sup>(4)</sup>The amounts shown represent the aggregate grant date fair value for option awards computed in accordance with FASB ASC Topic 718. Assumptions used in the calculation of these amounts are included in “Note 8 - Shareholders’ Equity” to our audited financial statements for the fiscal years ended December 31, 2023 and 2022 included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as filed with the SEC and on SEDAR+ on March 6, 2024.

<sup>(5)</sup>Reflects compensation under the Cash Bonus Plan (as defined below). None of the Named Executive Officers received compensation from a non-equity incentive plan related to a period longer than one year.

<sup>(6)</sup>Amounts paid in 2023 to each Named Executive Officer represent \$13,200 in matching contributions made by the Corporation under its 401(k) plan for each of Mr. Moore, Mr. Zehnder, Mr. Fitzgerald and Mr. Cambre; \$15,574 in medical insurance premiums for each of Mr. Moore, Mr. Zehnder, Mr. Fitzgerald and Mr. Cambre, and \$13,943 for Mr. Hoyt; \$10,680 in life insurance premiums for Mr. Hoyt, \$10,579 for Mr. Moore and \$70 for each of Mr. Zehnder, Mr. Fitzgerald and Mr. Cambre; \$14,400 in auto allowances for Mr. Moore and \$9,600 for Mr. Zehnder; and \$1,200 in cell phone allowance for each of Mr. Moore, Mr. Zehnder, Mr. Fitzgerald and Mr. Cambre.

<sup>(7)</sup>None of the Named Executive Officers received any compensation related to a defined benefit plan.

## **Narrative Disclosure to Summary Compensation Table**

*Base Salary.* Base salaries of our executive officers are generally set at levels deemed necessary to attract and retain individuals with superior talent commensurate with their relative expertise and experience, and are set taking into consideration the executive officer's personal performance and seniority, comparability within industry norms and contribution to the Corporation's growth and profitability. The Corporation believes that a competitive base salary is an imperative element of any compensation program that is designed to attract talented and experienced executives. While there is no official set of benchmarks that the Corporation relies on, the Corporation makes itself aware of, and is cognizant of, how comparable issuers in its business compensate their executives. The Corporation's peer group in connection with salary compensation consists of sampling of other similar sized healthcare companies that are reporting issuers (or the equivalent) in Canada and the United States. The base salary for each executive officer is reviewed annually and periodically adjusted.

*Share-Based and Option Awards.* An important part of our compensation program is to offer the opportunity and incentive for executives and staff to own Common Shares of the Corporation. We believe that ownership of Common Shares of the Corporation will align the interests of executives and future staff with the interests of the Corporation's shareholders. Share-based and option-based awards are not granted on a regular schedule but rather as compensation is reviewed by the Compensation Committee from time to time. When reviewing awards, consideration is given to the total compensation package of the executives and staff and a weighting of appropriate incentives groupings at the senior, mid and junior levels of the staff, including past grants. At the time of any award, consideration is also given to the available pool remaining for new positions being contemplated by the Corporation. See below under "Incentive Plans" for a summary of our 2020 LTIP.

*Bonus Framework.* The Corporation has adopted a Cash Bonus Plan and a Phantom Share Plan. See below under "Incentive Plans" for a summary of our Cash Bonus Plan and our Phantom Share Plan.

*Retirement Benefits.* The Corporation does not currently maintain a defined benefit pension plan or a nonqualified deferred compensation plan providing for retirement benefits to our Named Executive Officers. Certain of our Named Executive Officers currently participate in our 401(k) plan and are eligible for matching of up to 4%.

*Group Benefits.* The Corporation offers a group benefits plan, which includes medical benefits. The group benefits plan is available to all full-time employees who choose to enroll, including officers of the Corporation.

*Perquisites and Personal Benefits.* While the Corporation reimburses its Named Executive Officers for expenses incurred in the course of performing their duties as executive officers of the Corporation, it did not provide any compensation that would be considered a perquisite or personal benefit to its Named Executive Officers, other than auto allowances of \$14,400 a year for Mr. Moore and \$9,600 a year for Mr. Zehnder and a \$1,200 cell phone allowance a year for each of Mr. Moore, Mr. Zehnder, Mr. Fitzgerald and Mr. Cambre.

### *Employment Agreements*

Effective June 3, 2019, the Corporation entered into "at will" executive employment agreements with our Named Executive Officers, Casey Hoyt, Michael Moore, W. Todd Zehnder, Trae Fitzgerald and Jerome Cambre. During August 2023, the Compensation Committee established annual base salaries of \$525,300, \$442,900, \$442,900, \$258,571, and \$227,543 for Messrs. Hoyt, Moore, Zehnder, Fitzgerald and Cambre, respectively. The agreements also provide that the executives are eligible to earn a discretionary annual cash bonus with a target bonus amount equal to 100% of annual base salary and a maximum bonus amount equal to 150% of annual base salary pursuant to the terms of the Cash Bonus Plan. The executives are also eligible to participate in any benefit plans that may be offered from time to time by the Corporation to similarly situated employees generally, subject to satisfaction of the applicable eligibility provisions.

In the event the executive's employment is terminated by the Corporation without "cause" or by the executive for "good reason," the executive will receive, subject to certain conditions, (i) severance equal to his annual base salary, payable in installments, for 12 months following the date of termination (the "**Severance Period**"), (ii) an amount equal to the unpaid bonus (if any) that the executive would have earned under the Cash Bonus Plan and (iii) payment of the employer portion of the premiums required to continue the executive's group health care coverage under the applicable provisions of COBRA, until the earliest of (A) the end of the Severance Period, (B) the expiration of the executive's eligibility for the continuation coverage under COBRA or (C) the date when the executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment. In the event the executive's employment is terminated by the Corporation without "cause" or by the executive for "good reason" within 12 months of a change in control (as defined under the Cash Bonus Plan) of the Corporation, the executive will receive, subject to certain conditions, the same benefits described in the previous sentence, except that the Severance Period will be increased to 24 months and the bonus will instead be payable at the target bonus amount.

In addition, each employment agreement prohibits the executive from competing with the Corporation or soliciting its employees or customers during his employment and for two years after termination of the employment agreement for any reason, subject to certain exceptions.

## Outstanding Equity Awards at Fiscal Year-End 2023

The following table sets forth all awards outstanding for the Named Executive Officers as of December 31, 2023:

Name	Grant Date	Option-Based Awards				Stock Awards					
		Exercisable	Unexercisable	Option Exercise Price (\$)	Option Expiration Date	Grant Date	Number of Shares or Units of Stock that have not Vested (#)	Market Value of Shares or Units of Stock that have not Vested <sup>(10)</sup> (\$)	Equity incentive plan awards: Number of unearned shares, units or other rights that have not vested (#)	Equity incentive plan awards: Market or pay out value of unearned shares, units or other rights that have not vested (\$)	
<b>Casey Hoyt</b> <i>Chief Executive Officer and Director</i>	1/4/2018	134,166 <sup>(1)</sup>	0 <sup>(1)</sup>	1.81	1/4/2028	5/9/2021	4,835 <sup>(6)</sup>	37,955	—	—	
	1/17/2019	305,802 <sup>(1)</sup>	0 <sup>(1)</sup>	4.13	1/17/2029	1/18/2022	84,685 <sup>(8)</sup>	664,777			
	1/17/2020	231,201 <sup>(1)</sup>	0 <sup>(1)</sup>	5.70	1/17/2030	1/17/2023	150,256 <sup>(9)</sup>	1,179,510			
	1/21/2021	108,121 <sup>(1)</sup>	54,057 <sup>(7)</sup>	8.57	1/21/2031						
	1/18/2022	42,345 <sup>(1)</sup>	84,689 <sup>(8)</sup>	5.21	1/18/2032						
<b>Michael Moore</b> <i>President</i>	1/4/2018	130,539 <sup>(2)</sup>	0 <sup>(2)</sup>	1.81	1/4/2028	5/9/2021	3,251 <sup>(6)</sup>	25,520	—	—	
	1/17/2019	207,226 <sup>(2)</sup>	0 <sup>(2)</sup>	4.13	1/17/2029	1/18/2022	56,936 <sup>(8)</sup>	446,948			
	1/17/2020	156,673 <sup>(2)</sup>	0 <sup>(2)</sup>	5.70	1/17/2030	1/17/2023	101,023 <sup>(9)</sup>	793,031			
	1/21/2021	80,390 <sup>(2)</sup>	40,194 <sup>(7)</sup>	8.57	1/21/2031						
	1/18/2022	28,470 <sup>(2)</sup>	56,940 <sup>(8)</sup>	5.21	1/18/2032						
<b>W. Todd Zehnder</b> <i>Chief Operating Officer and Director</i>	1/4/2018	126,913 <sup>(3)</sup>	0 <sup>(3)</sup>	1.81	1/4/2028	5/9/2021	3,251 <sup>(6)</sup>	25,520	—	—	
	1/17/2019	201,470 <sup>(3)</sup>	0 <sup>(3)</sup>	4.13	1/17/2029	1/18/2022	56,936 <sup>(8)</sup>	446,948			
	1/17/2020	152,321 <sup>(3)</sup>	0 <sup>(3)</sup>	5.70	1/17/2030	1/17/2023	101,023 <sup>(9)</sup>	793,031			
	1/21/2021	80,390 <sup>(3)</sup>	40,194 <sup>(7)</sup>	8.57	1/21/2031						
	1/18/2022	28,470 <sup>(3)</sup>	56,940 <sup>(8)</sup>	5.21	1/18/2032						
<b>Trae Fitzgerald</b> <i>Chief Financial Officer</i>	1/4/2018	27,075 <sup>(4)</sup>	0 <sup>(4)</sup>	1.81	1/4/2028	5/9/2021	1,157 <sup>(6)</sup>	9,082	—	—	
	1/17/2019	71,954 <sup>(4)</sup>	0 <sup>(4)</sup>	4.13	1/17/2029	1/18/2022	17,567 <sup>(8)</sup>	137,901			
	1/17/2020	54,400 <sup>(4)</sup>	0 <sup>(4)</sup>	5.70	1/17/2030	1/17/2023	35,965 <sup>(9)</sup>	282,325			
	1/21/2021	28,620 <sup>(4)</sup>	14,310 <sup>(7)</sup>	8.57	1/21/2031						
	1/18/2022	10,136 <sup>(4)</sup>	20,271 <sup>(8)</sup>	5.21	1/18/2032						
<b>Jerome Cambre</b> <i>Vice President of Sales</i>	1/4/2018	27,075 <sup>(5)</sup>	0 <sup>(5)</sup>	1.81	1/4/2028	5/9/2021	1,028 <sup>(6)</sup>	8,070	—	—	
	1/17/2019	57,563 <sup>(5)</sup>	0 <sup>(5)</sup>	4.13	1/17/2029	1/18/2022	15,615 <sup>(8)</sup>	122,578			
	1/17/2020	46,240 <sup>(5)</sup>	0 <sup>(5)</sup>	5.70	1/17/2030	1/17/2023	31,969 <sup>(9)</sup>	250,957			
	1/21/2021	25,440 <sup>(5)</sup>	12,720 <sup>(7)</sup>	8.57	1/21/2031						
	1/18/2022	9,010 <sup>(5)</sup>	18,019 <sup>(8)</sup>	5.21	1/18/2032						

<sup>(1)</sup>The aggregate intrinsic value of options for 2018, 2019, 2020, 2021 and 2022 awards is \$810,363, \$1,137,583, \$497,082, \$0 and \$335,370, respectively. Aggregate intrinsic value is based on the last closing price of the Common Shares on the NASDAQ for the year ended December 31, 2023 (\$7.85 on December 29, 2023).

<sup>(2)</sup>The aggregate intrinsic value of options for 2018, 2019, 2020, 2021 and 2022 awards is \$788,456, \$770,881, \$336,847, \$0 and \$225,482, respectively. Aggregate intrinsic value is based on the last closing price of the Common Shares on the NASDAQ for the year ended December 31, 2023 (\$7.85 on December 29, 2023).

<sup>(3)</sup>The aggregate intrinsic value of options for 2018, 2019, 2020, 2021 and 2022 awards is \$766,555, \$749,468, \$327,490, \$0 and \$225,482, respectively. Aggregate intrinsic value is based on the last closing price of the Common Shares on the NASDAQ for the year ended December 31, 2023 (\$7.85 on December 29, 2023).

<sup>(4)</sup>The aggregate intrinsic value of options for 2018, 2019, 2020, 2021 and 2022 awards is \$163,533, \$267,669, \$116,960, \$0 and \$80,274, respectively. Aggregate intrinsic value is based on the last closing price of the Common Shares on the NASDAQ for the year ended December 31, 2023 (\$7.85 on December 29, 2023).

<sup>(5)</sup>The aggregate intrinsic value of options for 2018, 2019, 2020, 2021 and 2022 awards is \$163,533, \$214,134, \$99,416, \$0, and \$71,357, respectively. Aggregate intrinsic value is based on the last closing price of the Common Shares on the NASDAQ for the year ended December 31, 2023 (\$7.85 on December 29, 2023).

<sup>(6)</sup>These awards will vest on May 9, 2024.

<sup>(7)</sup>These awards will vest on January 17, 2024.

<sup>(8)</sup>These awards will vest in two equal installments on January 18, 2024 and January 18, 2025.

<sup>(9)</sup>These awards will vest in three equal installments on January 17, 2024, January 17, 2025, and January 17, 2026.

<sup>(10)</sup>Aggregate value is calculated based on the last closing price of the Common Shares on the NASDAQ for the year ended December 31, 2023 (\$7.85 on December 29, 2023).

### Incentive Plan Awards - Value Vested or Earned During the Year

The following table sets forth the value of all incentive plan awards vested or earned for the Named Executive Officers during the year ended December 31, 2023:

Name	Option-based awards - Value vested during the year <sup>(1)</sup> (\$)	Share-based awards - Value vested during the year <sup>(2)</sup> (\$)	Non-equity incentive plan compensation - Value earned during the year <sup>(3)</sup> (\$)
Casey Hoyt	\$ 1,370,000	\$ 428,228	\$ 787,950
Trae Fitzgerald	\$ 336,221	\$ 91,802	\$ 258,571
Michael Moore	\$ 954,696	\$ 288,173	\$ 664,350
W. Todd Zehnder	\$ 943,125	\$ 287,270	\$ 664,350
Jerome Cambre	\$ 293,237	\$ 81,165	\$ 227,543

<sup>(1)</sup> Value vested is calculated based the closing price of the Common Shares on the NASDAQ on the date they vest. For presentation purposes, stock options issued with a CAD exercise price have been translated to USD based on the prevailing exchange rate on the date of grant.

<sup>(2)</sup>Aggregate value is calculated based on the closing price of the Common Shares on the NASDAQ on the date the awards vest.

<sup>(3)</sup>Reflects compensation under the Cash Bonus Plan (also included in the Summary Compensation Table). None of the Named Executive Officers received compensation from a non-equity incentive plan related to a period longer than one year.

## Incentive Plans

### *Cash Bonus Plan*

Effective December 28, 2017, Viemed, Inc., our wholly owned subsidiary, adopted an annual discretionary cash bonus plan (the “**Cash Bonus Plan**”). The purpose of the Cash Bonus Plan is to attract, motivate and retain executive management, officers and other employees by providing a financial incentive for employment with the Corporation and its divisions and subsidiaries and rewarding them for performance in line with increasing the value of the Corporation and its divisions and subsidiaries based on a review of objective standards and subjective elements determined by the Compensation Committee.

The Compensation Committee is responsible for determining those officers and other employees of the Corporation who will participate in the Cash Bonus Plan for a particular calendar year (a “**Plan Year**”), and categorizing participants at different levels within the Corporation in accordance with the Cash Bonus Plan and their potential bonus as a percentage of their salary (the “**Bonus Amount**”). Such determinations are made on an annual basis prior to or within 90 days of the beginning of the Plan Year or within 60 days of hire for a newly hired participant.

The Compensation Committee determines the criteria, the weight to be given to each criterion, the minimum and maximum thresholds, if any, and other factors utilized by the Compensation Committee in determining whether participants will be eligible to receive Bonus Amounts that are target and maximum or any amount in-between based on the annual performance of the Corporation. Cash bonuses are awarded, in large part, when performance meets or exceeds certain objective benchmarks, but the Compensation Committee reserves the ability to determine Bonus Amounts based on discretionary, subjective factors as well. Performance criteria under the Cash Bonus Plan include various (i) financial and operational goals (which goals are weighted at 70%) such as adjusted EBITDA, revenue, business line growth and number of patients and (ii) other corporate goals (which goals are weighted at 30%) such as capital deployment opportunities, technological capabilities, internal leadership and communications, corporate governance and staffing levels. The Compensation Committee of the Board will determine the total annual cash bonus actually awarded to a participant after taking into consideration the foregoing, but retains sole discretion to determine the amount of the actual awarded amount. The Compensation Committee, in its sole discretion, may add additional criterion in order to measure the overall performance of the Corporation for the purposes of making awards under the Cash Bonus Plan.

Notwithstanding the achievement of the criteria, except after a Change in Control of the Corporation (as more specifically set out in the Cash Bonus Plan), the Compensation Committee may determine in its sole discretion to pay only a portion or pay no Bonus Amount for a Plan Year, including, but not limited to, if, in the sole discretion of the Compensation Committee, the financial health of the Corporation or business conditions do not warrant the payment of any Bonus Amounts. Actual awarded amounts will be paid in a cash lump sum as soon as possible after such awards are determined by the Compensation Committee after the end of the Plan Year, but not later than 2.5 months after the end of the applicable Plan Year.

For the year ended December 31, 2023, awards in the amounts of \$787,950, \$664,350, \$664,350, \$258,571 and \$227,543 were earned by Messrs. Hoyt, Moore, Zehnder, Fitzgerald and Cambre, respectively, under the Cash Bonus Plan.

### *Phantom Share Plan*

On April 3, 2018, Viemed, Inc., our wholly owned subsidiary, adopted a phantom share plan (the “**Phantom Share Plan**”) for the purpose of furthering long-term growth in earnings by offering long-term incentives to key employees of the Corporation in the form of phantom shares (“**Phantom Shares**”).

The Phantom Share Plan is administered by the Compensation Committee. The Compensation Committee has the discretion to: select the employees to be granted awards of Phantom Shares under the Phantom Share Plan (each a “**Phantom Award**” and collectively, “**Phantom Awards**”); determine the number of Phantom Shares to be granted to each selected employee; determine the time or times when Phantom Shares will be granted; determine that all participants shall be of a single class or to divide participants into different classes; determine the time or times, and the conditions, subject to which any Phantom Awards may become payable; and determine all other terms and conditions of Phantom Awards including accelerating or modifying a Phantom Award. The Compensation Committee also has the sole authority to interpret and construe the terms of the Phantom Share Plan, establish and revise rules and regulations relating thereto and make any other determinations that it believes necessary or advisable for the administration of the Phantom Share Plan. The Compensation Committee retains the complete power and authority to terminate or amend the Phantom Share Plan at any time in writing in its sole discretion and make payments under the Phantom Share Plan.

No employee or other person has any right to be granted a Phantom Award. A Phantom Award of Phantom Shares does not entitle the participant to hold or exercise any voting rights, rights to dividends or any other rights of a shareholder of the Corporation or any affiliate of the Corporation.

In the Compensation Committee's discretion, Phantom Shares may be granted to a participant that are (i) immediately fully vested or (ii) subject to a vesting schedule or a performance event as specified in the participant's Phantom Award (a "**Vesting Event**"). Phantom Awards of Phantom Shares are credited to an account (an "**Account**") to be maintained for each participant. A participant only has a right to any part of his or her Phantom Shares to the extent that (1) a participant's interest in such Phantom Shares has vested (in accordance with the applicable Phantom Award), and (2) the rights to such Phantom Shares have not otherwise been forfeited by the participant pursuant to the terms of the Phantom Share Plan or the applicable Phantom Award. Payments with respect to Phantom Shares that have vested as specifically provided in the Phantom Award will be made in a lump sum within 60 days of the Vesting Event in cash. No participant has any right to receive payment for any part of his or her unpaid Phantom Shares (vested and unvested) if the participant's employment or other service with the Corporation is terminated for "cause."

The total cash amount to be paid in the aggregate to a participant upon a Vesting Event is the value of the vested Phantom Shares in the participant's Account on the date of the Vesting Event giving rise to the obligation to make payment calculated in accordance with the Phantom Share Plan. The value of one Phantom Share will be equal to the fair market value of a common share on the date of a Vesting Event as defined in the participant's Phantom Award.

For the year ended December 31, 2023, Messrs. Hoyt, Moore, Zehnder, Fitzgerald and Cambre were granted awards with a grant date fair value of \$239,807, \$161,236, \$161,236, \$57,400 and \$51,024, respectively, under the Phantom Share Plan.

#### *2020 LTIP*

On May 3, 2020, the Board approved the 2020 LTIP which became effective on June 10, 2020 upon shareholder approval, pursuant to which the Corporation is able to issue share-based long-term incentives. The 2020 LTIP is administered by the Compensation Committee. All directors, officers, employees and consultants of the Corporation and/or its affiliates ("**Participants**") are eligible to receive awards under the 2020 LTIP, subject to the terms of the 2020 LTIP. Awards include Common Share purchase options ("**Options**"), restricted stock ("**Restricted Stock**"), stock appreciation rights ("**Stock Appreciation Rights**"), performance awards ("**Performance Awards**") or other stock-based awards, including restricted stock units ("**RSUs**") and Dividends and Dividend Equivalents (as defined below) (collectively, the "**Awards**"), under the 2020 LTIP. Upon the 2020 LTIP becoming effective, no future awards or grants were made under the 2018 Option Plan or the 2018 RSU/DSU Plan, both of which were approved at the annual and special meeting of the shareholders of the Corporation on July 17, 2018.

Pursuant to the 2020 LTIP, the maximum number of Common Shares that are available for Awards and issuance under the 2020 LTIP and that may be reserved for issuance, at any time, under the 2020 LTIP and under any other security based compensation arrangements adopted by the Corporation, including the 2018 Option Plan and the 2018 RSU/DSU Plan, shall not exceed 7,758,211 Common Shares. The maximum amount of the foregoing Common Shares that may be awarded under the 2020 LTIP as "Incentive Stock Options" (as defined in the 2020 LTIP), is 2,600,000 Common Shares.

A summary and copy of the 2020 LTIP is included in the Corporation's management information circular dated May 3, 2020, as filed on SEDAR on June 11, 2020 and as Exhibit 10.12 to the Corporation's most recent Annual Report on Form 10-K filed on EDGAR on March 6, 2024.

For the year ended December 31, 2023, Messrs. Hoyt, Moore, Zehnder, Fitzgerald and Cambre were granted awards with a grant date fair value of \$946,013, \$636,038, \$636,038, \$226,436 and \$201,275 respectively, under the 2020 LTIP.

#### **Potential Payments upon Termination or Change in Control of the Corporation**

Under the Cash Bonus Plan, if a Named Executive Officer's employment is terminated by the Corporation without "cause" or the Named Executive Officer resigns for "good reason" on or after the date of a change in control of the Corporation and prior to the payment of the cash bonus amount for the plan year in which the change in control of the Corporation occurs, then such Named Executive Officer will be entitled to a cash bonus amount, to be paid within 30 days of the termination of employment, equal to the pro rata portion of a target bonus determined as if all applicable measures for the target bonus amount had been achieved. Additionally, upon the occurrence of a change of control of the Corporation, each Named Executive Officer shall be entitled to receive any unpaid cash bonus amount that has been determined payable under the Cash Bonus Plan for any prior year. The



payout amount that would have been made to the Named Executive Officers upon termination in the events noted in the preceding paragraph, if such events were to have occurred on December 31, 2023 are: Casey Hoyt (\$787,950), Michael Moore (\$664,350), W. Todd Zehnder (\$664,350), Trae Fitzgerald (\$258,571) and Jerome Cambre (\$227,543).

In the event of a change of control of the Corporation, all Phantom Shares held by Named Executive Officers awarded under the Phantom Share Plan will automatically vest, which will trigger payment to such Named Executive Officer in a lump sum within 60 days of the change in control of the Corporation in cash with respect to the vested Phantom Shares. Phantom Awards of Phantom Shares made to Named Executive Officers will automatically vest on the date of a termination resulting from the death or disability of such Named Executive Officer.

In the event that a Named Executive Officer ceases to be an eligible person under the 2018 RSU/DSU Plan as a result of the retirement, death or total disability of the Named Executive Officer, all unvested RSUs held by such Named Executive Officer at that time will automatically vest. Additionally, all RSUs held by a Named Executive Officer will automatically vest in the event of a termination of the Named Executive Officer by the Corporation without “cause” or a termination of the Named Executive Officer or the Named Executive Officer’s resignation resulting from a material reduction or change in position, duties or remuneration of the Named Executive Officer at any time within 12 months after the occurrence of a change of control of the Corporation. The market or payout value of share based awards that have not vested as disclosed in the above table titled “Outstanding Equity Awards at Fiscal Year-End 2023” shows the incremental payments that would be made to the Named Executive Officers upon termination in the events noted in the preceding paragraph, if such events were to have occurred on December 31, 2023.

Under the 2020 LTIP, if a Named Executive Officer’s employment is terminated as a result of death or disability, the unvested portion of any Award shall be forfeited and terminated and the vested portion of an Option may be exercised by the Named Executive Officer (or such officer’s guardian or legal representative or estate) for a period of three (3) months after the date of termination due to disability or one (1) year after the date of termination due to death, respectively, but in any event no later than the original Option expiry date. Upon a termination of service after a change of control of the Corporation, (i) the vested portion of the Option, to the extent unexercised and exercisable on the date of termination, may be exercised by the Named Executive Officer (or such officer’s guardian or legal representative) at any time prior to the expiration of three (3) months after the date of termination without “cause”, but in any event no later than the original Option expiry date, and (ii) the exercisability and vesting of the Option or other Award and any shares acquired upon the exercise thereof may otherwise be accelerated effective as of the date of termination, subject to the terms of the 2020 LTIP. The effect of a termination for “cause” shall be specified in the applicable Award agreement. Upon termination for any other reason (including retirement), any Award or Option, to the extent unvested shall be forfeited by the Named Executive Officer on the date of termination, and any vested Option may be exercised by the Named Executive Officer at any time prior to the expiration of three (3) months after the date of termination, but in any event no later than the original Option expiry date. The Corporation may also, at its option, provide for the assumption of the 2020 LTIP and all outstanding Awards thereunder by the surviving entity in a change of control of the Corporation.

Under their employment agreements, in the event the employment of any of Messrs. Hoyt, Moore, Zehnder, Fitzgerald and Cambre is terminated by the Corporation without “cause” or by the executive for “good reason,” such terminated officer will receive, subject to certain conditions, (i) severance equal to his annual base salary, payable in installments, for 12 months following the date of termination (the “**Severance Period**”), (ii) an amount equal to the unpaid bonus (if any) that the terminated officer would have earned under the Cash Bonus Plan and (iii) payment of the employer portion of the premiums required to continue the terminated officer’s group health care coverage under the applicable provisions of COBRA, until the earliest of (A) the end of the Severance Period, (B) the expiration of the terminated officer’s eligibility for the continuation coverage under COBRA or (C) the date when the terminated officer becomes eligible for substantially equivalent health insurance coverage in connection with new employment. In the event the employment of any of Messrs. Hoyt, Moore, Zehnder, Fitzgerald, and Cambre is terminated by the Corporation without “cause” or by such officer for “good reason” within 12 months of a change in control of the Corporation, the terminated officer will receive, subject to certain conditions, the same benefits described in the previous sentence, except that the Severance Period will be increased to 24 months and the bonus will instead be payable at the target bonus amount.

In the event that a Named Executive Officer ceases to be employed by the Corporation as a result of the death, disability or termination without “cause” of such Named Executive Officer, the Board may, in its discretion, resolve that all unvested options held by such Named Executive Officer under the 2018 Option Plan shall automatically vest in full. In the event of certain transactions resulting in a change of control of the Corporation, the Corporation may, at its option, permit a Named Executive Officer holding options under the 2018 Option Plan to exercise such options in advance of the change of control of the Corporation. The Corporation may also, at its option, provide for the assumption of the 2018 Option Plan and all outstanding options thereunder by the surviving entity in a change of control of the Corporation.

## Compensation of Directors

The following table sets forth all compensation provided to each of the directors of the Corporation during the year ended December 31, 2023 (other than a director who is a Named Executive Officer, whose disclosure with respect to compensation is set forth above):

Name	Year	Fees Earned or Paid in Cash (\$)	Stock Awards <sup>(1)(2)</sup> (\$)	Option Awards <sup>(3)</sup> (\$)	Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
Nitin Kaushal	2023	\$117,000	\$85,002	\$ —	\$ —	\$ —	\$ —	\$202,002
Randy Dobbs	2023	\$121,625	\$100,005	\$ —	\$ —	\$ —	\$ —	\$221,630
Timothy Smokoff	2023	\$119,000	\$85,002	\$ —	\$ —	\$ —	\$ —	\$204,002
Bruce Greenstein	2023	\$114,625	\$85,002	\$ —	\$ —	\$ —	\$ —	\$199,627
Dr. William Frazier <sup>(5)</sup>	2023	\$ —	\$28,500	\$ —	\$ 88,032	\$ —	\$ —	\$116,532
Sabrina Heltz	2023	\$106,000	\$85,002	\$ —	\$ —	\$ —	\$ —	\$191,002

<sup>(1)</sup>The amounts shown represent the aggregate grant date fair value of restricted stock award computed at the date of the grant using the closing stock price on the date of the grant in accordance with FASB ASC Topic 718. Assumptions used in the calculation of these amounts are included in “Note 8 - Shareholders’ Equity” to our audited financial statements for the fiscal years ended December 31, 2023 and 2022 included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC and on SEDAR+ on March 6, 2024.

<sup>(2)</sup>As of December 31, 2023, Mr. Kaushal had 10,719 RSUs outstanding, Mr. Dobbs had 12,611 RSUs outstanding, Mr. Smokoff had 10,719 RSUs outstanding, Mr. Greenstein had 10,719 RSUs outstanding, Ms. Heltz had 10,719 RSUs outstanding and Dr. Frazier had 3,594 RSUs outstanding, all of which will vest on August 25, 2024.

<sup>(3)</sup>The amounts shown represent the aggregate grant date fair value for option awards computed in accordance with FASB ASC Topic 718. Assumptions used in the calculation of these amounts are included in “Note 8 - Shareholders’ Equity” to our audited financial statements for the fiscal years ended December 31, 2023 and 2022 included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC and on SEDAR+ on March 6, 2024.

<sup>(4)</sup>As of December 31, 2023, Mr. Kaushal had 170,000 options outstanding, Mr. Dobbs had 36,261 options outstanding and Dr. Frazier had 36,261 options outstanding. Mr. Smokoff, Mr. Greenstein and Ms. Heltz had no options outstanding.

<sup>(5)</sup>As an employee of the Corporation, Dr. Frazier does not receive any cash fees for his service as a director of the Corporation, but received \$28,500 of awards under the 2020 LTIP related to service as a director. During 2023, Dr. Frazier’s compensation for his services as Chief Medical Officer of the Corporation included wages of \$211,551 and compensation under the Cash Bonus Plan of \$88,032.

Independent directors of the Corporation receive a cash fee equal to \$92,000 per year. In addition, the Chairman of the Board receives an additional \$15,000 cash fee each year.

Each independent director of the Corporation that serves on a committee will receive an annual fee as follows:

Committee	Chair Fee	Non-Chair Member Fee
Audit	\$25,000	\$7,625
Compensation	\$20,000	\$7,000
Corporate Governance and Nominating	\$15,000	\$7,000

In order to align their interests with those of the Corporation, directors are also eligible to receive awards under the 2020 LTIP. Under the terms of the Corporation’s Non-Employee Directors Deferred Compensation Plan under the 2020 LTIP, independent directors may elect to defer, on a grant-by-grant basis, the receipt of all or a portion of the shares of stock that he or she will be entitled to receive upon vesting of his or her award. For the year ended December 31, 2023, Mr. Kaushal, Mr. Smokoff, Mr. Greenstein, Dr. Frazier and Ms. Heltz each were granted awards with a grant date fair value of \$85,002 and Mr. Dobbs was granted awards with a grant date fair value of \$100,005 under the 2020 LTIP.

Independent directors do not receive meeting fees but are reimbursed for travel and miscellaneous expenses to attend meeting and activities of the Board or its committees.

### Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth all awards outstanding for each of the directors of the Corporation (other than a Named Executive Officer, whose disclosure with respect to incentive plan awards is set forth above) as of December 31, 2023:

Name	Option-Based Awards				Share-Based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price <sup>(1)</sup> (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(2)</sup> (\$)	Number of shares or units of shares that have not vested (\$)	Market or payout value of share based awards that have not vested <sup>(3)</sup> (\$)	
Nitin Kaushal	120,000	\$ 2.50	12/1/2024	\$ 942,000			
	50,000	\$ 6.63	7/28/2025	\$ 392,500	10,719	\$	84,144
Randy Dobbs	36,261	\$ 1.81	1/4/2028	\$ 284,649	12,611	\$	98,996
Timothy Smokoff	Nil	N/A	N/A	N/A	10,719	\$	84,144
Bruce Greenstein	Nil	N/A	N/A	N/A	10,719	\$	84,144
Dr. William Frazier	36,261	\$ 1.81	1/4/2028	\$ 284,649	3,594	\$	28,213
Sabrina Heltz	Nil	N/A	N/A	N/A	10,719	\$	84,144

<sup>(1)</sup>For presentation purposes, stock options issued with a CAD exercise price have been translated to USD based on the prevailing exchange rate on the date of grant.

<sup>(2)</sup>Aggregate intrinsic value is calculated based on the last closing price of the Common Shares on the NASDAQ in the fiscal year ended December 31, 2023 (\$7.85 on December 29, 2023).

<sup>(3)</sup>Aggregate value is calculated based on the last closing price of the Common Shares on the NASDAQ in the fiscal year ended December 31, 2023 (\$7.85 on December 29, 2023).

### Incentive Plan Awards - Value Vested or Earned During the Year

The following table sets forth the value of all incentive plan awards vested or earned for each director of the Corporation during the fiscal year ended December 31, 2023 (other than a Named Executive Officer, whose disclosure with respect to incentive plan awards is set forth above):

Name	Option-based awards - Value vested during the year <sup>(1)</sup> (\$)	Share-based awards - Value vested during the year <sup>(2)</sup> (\$)	Non-equity incentive plan compensation - Value earned during the year <sup>(3)</sup> (\$)
Nitin Kaushal	N/A	\$ 93,830	N/A
Randy Dobbs	N/A	\$ 110,388	N/A
Timothy Smokoff	N/A	\$ 93,830	N/A
Bruce Greenstein	N/A	\$ 93,830	N/A
Dr. William Frazier	N/A	\$ 93,830	\$ 88,032
Sabrina Heltz	N/A	\$ 96,826	N/A

<sup>(1)</sup>Aggregate intrinsic value is calculated based on the closing price of the Common Shares on the NASDAQ on the date they vest. For presentation purposes, stock options issued with a CAD exercise price have been translated to USD based on the prevailing exchange rate on the date of grant.

<sup>(2)</sup>Aggregate value is calculated based on the closing price of the Common Shares on the NASDAQ on the date they vest.

<sup>(3)</sup>During 2023, Dr. Frazier received compensation under the Cash Bonus Plan (as previously defined and also included in Compensation of Directors Table) for non-director services related to his role as Chief Medical Officer of the Corporation. As an employee of the Corporation, Dr. Frazier does not receive any cash fees for his service as a director of the Corporation but received \$28,500 of awards under the 2020 LTIP related to service as a director.

### 13. SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as of December 31, 2023 regarding the number of Common Shares to be issued pursuant to equity compensation plans of the Corporation and the weighted-average exercise price of said securities:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	5,439,528 <sup>(1)</sup>	\$5.25 <sup>(2)</sup>	529,075 <sup>(3)</sup>
Equity compensation plans not approved by securityholders	—	—	—
<b>Total</b>	<b>5,439,528<sup>(1)(2)</sup></b>	<b>\$5.25<sup>(2)</sup></b>	<b>529,075<sup>(3)</sup></b>

<sup>(1)</sup>These securities were granted under the 2020 LTIP, 2018 Option Plan and the 2018 RSU/DSU Plan. Includes 4,213,654 options and 1,225,874 RSUs.

<sup>(2)</sup>Represents the weighted-average exercise price of outstanding stock options. Does not take into account the outstanding RSUs which, when settled, will be settled in Common Shares on a one-for-one basis at no additional cost.

<sup>(3)</sup>These securities are available for future awards under the 2020 LTIP. Pursuant to the 2020 LTIP, the maximum number of Common Shares that are available for awards under the 2020 LTIP and under any other security based compensation arrangements adopted by the Corporation, may not exceed 7,758,211 shares (equal to 20% of the issued and outstanding Common Shares of the Corporation on June 11, 2020). No further awards are authorized for grant under the 2018 Option Plan and the 2018 RSU/DSU Plan.

### 14. INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors, the proposed nominees for election as director, the executive officers of the Corporation or any of their respective associates or affiliates is or has been, during the year ended December 31, 2023, indebted to the Corporation or any of its subsidiaries in respect of loans, advances or guarantees of indebtedness.

### 15. DIRECTOR AND OFFICER INSURANCE

The Corporation's current directors' and officers' insurance policies provide for aggregate coverage of \$22,500,000. The policies protect the Corporation's directors and officers against liability incurred by them while acting in their capacities as directors and officers of the Corporation and its subsidiaries. The Corporation's cost for these policies is approximately \$511,000 annually.

### 16. INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the informed persons (as such term is defined in NI 51-102) of the Corporation, the proposed nominees for election as director of the Corporation, or any of their respective associates or affiliates, has had any material interest, direct or indirect, in any transaction of the Corporation since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

### 17. REVIEW, APPROVAL OR RATIFICATION OF TRANSACTIONS WITH RELATED PARTIES

The Board has recognized that transactions between the Corporation and certain related persons present a heightened risk of conflicts of interest. To ensure that the Corporation acts in the best interests of its stockholders, the Board has delegated the review and approval of related party transactions to the Audit Committee in accordance with the Audit Committee Charter. After its review, the Audit Committee will only approve or ratify transactions that are fair to the Corporation and not inconsistent with the best interests of the Corporation and its stockholders.

Since the beginning of the year ended December 31, 2022, there have not been, nor are there currently proposed, any transaction or series of similar transactions to which the Corporation was or is a party in which the amount involved exceeded or exceeds the lesser of \$120,000 or one percent of the average of our total assets at year end 2023 and 2022 and in which any of the Corporation's directors, executive officers, holders of more than 5% of any class of our voting securities, or any member of the immediate family of any of the foregoing persons, had or will have a direct or indirect material interest.

## 18. DELINQUENT SECTION 16(A) REPORTS

We are not aware of any late or delinquent filings under Section 16(a) of the Exchange Act.

## 19. MANAGEMENT CONTRACTS

There are no management functions of the Corporation which are to any substantial degree performed by a person or a company other than the directors or executive officers of the Corporation.

## 20. SHAREHOLDER PROPOSALS

Under the Exchange Act, the deadline for submitting shareholder proposals for inclusion in the management information and proxy circular for an annual meeting of the Corporation is calculated in accordance with Rule 14a-8(e) of Regulation 14A to the Exchange Act. If the proposal is submitted for a regularly scheduled annual meeting, the proposal must be received at the Corporation's principal executive offices not less than 120 calendar days before the anniversary date of the Corporation's management information and proxy circular released to the shareholders in connection with the previous year's annual meeting. However, if the Corporation did not hold an annual meeting the previous year, or if the date of the current year's annual meeting has been changed by more than 30 days from the date of the previous year's annual meeting, then the deadline is a reasonable time before the Corporation begins to print and mail its proxy materials. Accordingly, unless the date of the next annual meeting is changed by more than 30 days from the date of this year's annual meeting the deadline for submitting shareholder proposals for inclusion in the management information and proxy circular for the next annual meeting of the Corporation will be December 27, 2024.

In addition, there are (i) certain requirements relating to shareholder proposals contained in the BCBCA; and (ii) certain requirements relating to the nomination of directors contained in the Articles of the Corporation. If any person entitled to vote at an annual meeting wishes to propose any matter for consideration at the next annual meeting, in order for such proposal to be considered for inclusion in the materials made available to shareholders in respect of such annual meeting, such proposal must be received by the Corporation at its registered office at least three months before the anniversary date of the current year's annual meeting. Accordingly, based on the date of this year's annual meeting, the deadline for submitting shareholder proposals for inclusion in the management information and proxy circular for the next annual meeting of the Corporation will be March 6, 2025. In addition, such person must meet the definition of a "qualified shareholder" and otherwise comply with the requirements for shareholder proposals set out in sections 187 to 191 of the BCBCA.

In addition, the Corporation's Articles contain an advance notice requirement for director nominations (the "**Advance Notice Provisions**") which require that advance notice be provided to the Corporation in circumstances where nominations of persons for election to the Board are made by shareholders of the Corporation other than pursuant to: (i) a requisition of a meeting of shareholders made pursuant to the provisions of the BCBCA or (ii) a shareholder proposal made pursuant to the provisions of the BCBCA. Shareholders who wish to nominate candidates for election as directors must provide timely notice in writing to the Corporation at 625 E. Kaliste Saloom Rd., Lafayette, Louisiana 70508, Attn: Corporate Secretary. The notice must be given not less than 30 days and no more than 65 days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 40 days after the date on which the first public announcement of the date of the annual meeting was made, notice may be given not later than the close of business on the 10th day following such public announcement. In the case of a special meeting of shareholders (which is not also an annual meeting) called for the purpose of electing directors, notice must be given not later than the close of business on the 15th day following the day on which the announcement in respect of such special meeting was made. The Advance Notice Provisions also prescribe the proper written form for the notice. The Board may, in its sole discretion, waive any requirement of the Advance Notice Provisions. The foregoing description of the Advance Notice Provisions is intended as a summary only and does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the Articles, which contain the full text of the Advance Notice Provisions, and which are available on EDGAR at [www.sec.gov/edgar](http://www.sec.gov/edgar) and SEDAR+ at [www.sedarplus.ca/](http://www.sedarplus.ca/). In addition to satisfying the requirements of the Advance Notice Provisions, including the notice deadlines set out above and therein, to comply with the universal proxy rules, if you intend to solicit proxies in support of director nominees, other than the Corporation's nominees, you must also comply with the additional requirements of Rule 14a-19 of the Exchange Act.

## **21. SHAREHOLDERS SHARING THE SAME ADDRESS**

The SEC has adopted rules that permit companies and Intermediaries to satisfy the delivery requirements for shareholder meeting materials with respect to two or more shareholders sharing the same address by delivering a single set of meeting materials addressed to those shareholders. This process, which is commonly referred to as “householding,” potentially means extra convenience for shareholders and cost savings for companies.

A number of brokers with account holders who are shareholders of the Corporation will be “householding” the Corporation’s proxy materials. A single set of meeting materials will be delivered to multiple shareholders sharing an address unless contrary instructions have been received from the affected shareholders. Once you have received notice from your broker that they will be “householding” communications to your address, “householding” will continue until you are notified otherwise or until you revoke your consent. If, at any time, you no longer wish to participate in “householding” and would prefer to receive a separate set of shareholder meeting materials, please notify your broker or the Corporation. Direct your written request to 625 E. Kaliste Saloom Rd., Lafayette, Louisiana 70508, Attn: Corporate Secretary. Shareholders who currently receive multiple copies of shareholder meeting materials at their addresses and would like to request “householding” of their communications should contact their brokers.

## **22. PARTICULARS OF OTHER MATTERS TO BE ACTED UPON**

Other than the foregoing, management of the Corporation knows of no other matter to come before the Meeting other than those referred to in the Notice of Meeting. However, if any other matters which are not known to the management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the persons named therein to vote on such matters in accordance with their best judgment.

## **23. ANNUAL REPORT AND ADDITIONAL INFORMATION**

A copy of the Corporation’s Annual Report on Form 10-K for the year ended December 31, 2023 (the “**2023 Annual Report**”), including the financial statements and the financial statement schedules, if any, but not including exhibits, will be furnished at no charge to a shareholder upon the written request of such person addressed by mail to 625 E. Kaliste Saloom Road, Lafayette, Louisiana 70508, Attention: Corporate Secretary or by email to [investorinfo@viemed.com](mailto:investorinfo@viemed.com). In addition, a copy of the 2023 Annual Report has been filed under the Corporation’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and is available on the Corporation’s website at [www.viemed.com/investors](http://www.viemed.com/investors).

Additional information relating to the Corporation is also available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and on EDGAR at [www.sec.gov/edgar](http://www.sec.gov/edgar), copies of which may be obtained from the Corporation upon request. The Corporation may require the payment of a reasonable charge if the request is made by a person who is not a shareholder of the Corporation.

**DATED** this 26<sup>th</sup> day of April, 2024.

**BY ORDER OF THE BOARD**

*/s/ Casey Hoyt*

CASEY HOYT  
Chief Executive Officer

**VIEMED HEALTHCARE, INC.**  
**2024 LONG TERM INCENTIVE PLAN**  
(Effective [June 6], 2024)

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**VIEMED HEALTHCARE, INC.  
2024 LONG TERM INCENTIVE PLAN**

**SECTION 1**

**ESTABLISHMENT; PURPOSE AND TERM OF PLAN**

**1.1 Establishment**

Viemed Healthcare, Inc. previously established the Viemed Healthcare, Inc. 2020 Long Term Incentive Plan (effective June 11, 2020), which was approved by the Company's shareholders effective June 11, 2020 (the "*Prior Plan*"). In order to advance the interests of the Company and its shareholders the Board has authorized the establishment of the Viemed Healthcare, Inc. 2024 Long Term Incentive Plan (the "*Plan*") on [June 6], 2024 (the "*Effective Date*") if approved by the Company's shareholders at the annual general and special meeting of shareholders of the Company on [June 6], 2024, or any adjournment thereof (the "*Meeting*"). If the Plan is approved by the shareholders of the Company at the Meeting, no future awards will be granted under the Prior Plan, and the awards granted under the Prior Plan shall remain subject to the terms of the Prior Plan.

**1.2 Purpose**

The purpose of the Plan is to advance the interests of the Company and its shareholders by providing an incentive to attract, retain and reward Persons performing services for the Company and by motivating such Persons to contribute to the growth and profitability of the Company.

**1.3 Term of Plan**

The Plan shall continue in effect until its termination by the Board. No Awards shall be granted under the Plan after the date which is ten (10) years from the Effective Date. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Board or Committee, as the case may be, to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

(f) **“Board”** means the Board of Directors of the Company.

(g) **“Canadian Participant”** means a Participant who is, or is deemed to be, a resident of Canada for the purposes of the ITA.

(h) **“Cashless Exercise”** shall have the meaning set forth in Section 6.3(a) hereto.

(i) **“Cause”** shall mean, except as otherwise defined in the Participant’s Award Agreement, when used in connection with the termination of a Participant’s Service, the termination of the Participant’s Service by the Company or any Company Affiliate by reason of (i) the conviction of the Participant by a court of competent jurisdiction as to which no further appeal can be taken of a crime involving moral turpitude or a felony; (ii) the commission by the Participant of a material act of fraud upon the Company or any Company Affiliate, or any customer or supplier thereof; (iii) the misappropriation of any funds or property of the Company or any Company Affiliate, or any customer or supplier thereof; (iv) the willful, continued and unreasonable failure by the Participant to perform the material duties assigned to him that is not cured to the reasonable satisfaction of the Company within 7 days after written notice of such failure is provided to Participant by the Board or Chief Executive Officer of the Company (the **“CEO”**) (or by another Officer of the Company or a Company Affiliate who has been designated by the Board or CEO for such purpose); (v) the engagement by the Participant in any direct and material conflict of interest with the Company or any Company Affiliate without compliance with the Company’s or Company Affiliate’s conflict of interest policy, if any, then in effect; or (vi) the engagement by the Participant, without the prior written approval of the Board or CEO, in any material activity which competes with the business of the Company or any Company Affiliate or which would result in a material injury to the business, reputation or goodwill of the Company or any Company Affiliate.

(j) **“Change in Control”** shall mean any of the following events occurring with respect to the Company:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either (x) the then outstanding shares of Stock (the **“Outstanding Company Stock”**) or (y) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the **“Outstanding Company Voting Securities”**); provided, however, that the following acquisitions shall not constitute a Change in Control: any acquisition directly from the Company or any Subsidiary, any acquisition by the Company or any Subsidiary or by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or any acquisition by any corporation pursuant to a reorganization, merger, consolidation or similar business combination involving the Company (a **“Merger”**), if, following such Merger, the conditions described in clauses (x) and (y) Section 2.1(h)(iii) hereto (below) are satisfied;

(ii) Individuals who, as of the Effective Date, constitute the Board of Directors of the Company (the “*Incumbent Board*”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) A Merger, unless immediately following such Merger, (x) substantially all of the holders of the Outstanding Company Voting Securities immediately prior to Merger beneficially own, directly or indirectly, more than 50% of the common stock of the corporation resulting from such Merger (or its parent corporation) in substantially the same proportions as their ownership of Outstanding Company Voting Securities immediately prior to such Merger and (y) at least a majority of the members of the board of directors of the corporation resulting from such Merger (or its parent corporation) were members of the Incumbent Board at the time of the execution of the initial agreement providing for such Merger;

(iv) The sale or other disposition of all or substantially all of the assets of the Company, unless immediately following such sale or other disposition, (x) substantially all of the holders of the Outstanding Company Voting Securities immediately prior to the consummation of such sale or other disposition beneficially own, directly or indirectly, more than 50% of the common stock of the corporation acquiring such assets in substantially the same proportions as their ownership of Outstanding Company Voting Securities immediately prior to the consummation of such sale or disposition, and (y) at least a majority of the members of the board of directors of such corporation (or its parent corporation) were members of the Incumbent Board at the time of execution of the initial agreement or action of the Board providing for such sale or other disposition of assets of the Company; or

(v) The liquidation or dissolution of the Company.

Notwithstanding the occurrence of any of the foregoing events set out in this Section 2.1(h) hereto which would otherwise result in a Change in Control, the Board may determine in its discretion, if it deems it to be in the best interest of the Company, that an event or events otherwise constituting or reasonably leading to a Change in Control shall not be deemed a Change in Control hereunder except with respect to any Award subject to Code Section 409A. Such determination shall be effective only if it is made by the Board prior to the occurrence of an event that otherwise would be, or would reasonably lead to, a Change in Control, or after such event only if made by the Board a majority of which is composed of directors who were members of the Board

immediately prior to the event that otherwise would be, or would reasonably lead to, a Change in Control.

(k) **“Code”** means the Internal Revenue Code of 1986, as amended, and any applicable notices, rulings and regulations promulgated thereunder.

(l) **“Committee”** means (a) in the case of an Award granted to a Director, the Board, and (b) in the case of any other Award granted under the Plan, the compensation committee of the Board or, if the compensation committee of the Board chooses to delegate its duties, a committee of at least two (2) Persons who are members of the compensation committee of the Board and are appointed by the compensation committee of the Board to administer the Plan. The Board may appoint a special committee consisting of one or more Directors for the purpose of granting certain specified Awards under the Plan. As to Awards, grants or other transactions that are authorized by the Committee and that are intended to be exempt under Rule 16b-3 under the Exchange Act, the requirements of Rule 16b-3(d)(1) of the general rules and regulations under the Exchange Act with respect to Committee action must also be satisfied which such committee may consist of one or more natural Persons who are non-employee directors under Rule 16b-3.

(m) **“Company”** means Viemed Healthcare, Inc., a corporation duly incorporated under the laws of the Province of British Columbia, or any successor corporation thereto or assignee thereof or entities into which the Company is merged.

(n) **“Consultant”** means an individual who is a natural Person engaged to provide consulting or advisory services (other than as an Employee or a Director) to the Company or its Affiliates, including individuals who serve as directors of the Company or an Affiliate of the Company but who are not a Director, provided that the identity of such individual, the nature of such services or the entity to which such services are provided are not in connection with the offer or sale of securities in a capital raising transaction, and do not directly or indirectly promote or maintain a market for the Company’s securities or would not preclude the Company from offering or selling securities to such individual pursuant to the Plan in reliance on applicable prospectus exemptions under Canadian securities laws or, for purposes of United States law, either an exemption from registration provided under the Securities Act or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act.

(o) **“Director”** means a member of the Board or a member of the board of directors of any Company Affiliate who is not, at the time of grant of an Award, an Employee of the Company or any Company Affiliate, Parent of the Company or a Subsidiary.

(p) **“Disability”** means, unless otherwise defined in the Award Agreement, as determined by the Committee in its discretion exercised in good faith, a physical or mental condition of the Employee that would entitle him to payment of disability income payments under the Company’s long term disability insurance policy or plan for Employees, as then effective, if any; or in the event that the Participant is not covered, for whatever reason, under the Company’s long-term disability insurance policy or plan, Disability means a

permanent and total disability as defined in Section 22(e)(3) of the Code. A determination of Disability may be made by a physician selected or approved by the Committee and, in this respect, the Participant, by accepting an Award, agrees to submit to any reasonable examination by such physician upon request.

(q) ***“Dividends or Dividend Equivalents”*** means an Award as described in Section 8.3 hereto.

(r) ***“Effective Date”*** shall have the meaning set forth in Section 1.1 hereto.

(s) ***“Employee”*** means any individual treated as an employee (including a director of the Company or a Company Affiliate who is also treated as an employee) of the Company on the records of the Company or of any of the Company’s Affiliates on the records of such Affiliate and, with respect to any Incentive Stock Option granted to such individual, who is an employee of the Company or a ***“Parent”*** (which is a parent corporation of the Company within the meaning of Section 424(e) of the Code, whether now or hereinafter existing) or a Subsidiary of the Company for purposes of Sections 422, 424 and 3401(c) of the Code; provided, however, that neither service as a director of the Company or of a Company Affiliate nor payment of a director’s fee shall be sufficient to constitute employment for purposes of the Plan. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the effective date of such individual’s employment or termination of employment, as the case may be. For purposes of an individual’s rights, if any, under the Plan as of the time of the Company’s determination, all such determinations by the Company shall be final, binding and conclusive, notwithstanding that the Company, the Board, the Committee or any court of law or governmental agency subsequently makes a contrary determination.

(t) ***“Exchange Act”*** means the Securities Exchange Act of 1934, as amended.

(u) ***“Fair Market Value”*** means, on any particular day, (i) the closing sale price of a share of Stock on the Stock Exchange for the immediately preceding trading day. Notwithstanding the foregoing, the Company may convert a Fair Market Value denominated in United States currency to Canadian currency, or vice-versa, at the Bank of Canada daily average exchange rate on such day, and the converted amount shall be the Fair Market Value, or (ii) if the Stock is not quoted on NASDAQ or such other Stock Exchange, the average of the closing bid and asked prices on the immediately preceding trading day for a share of Stock as quoted by the OTC Markets or OTC Bulletin Board System, or (iii) any other method permitted by Code Section 409A for a stock readily tradable on an established securities market within the meaning of Code Section 409A as determined by the Committee in its discretion and consistently applied. If there was no public trade of Stock on the date in question, Fair Market Value shall be determined by reference to the last preceding date on which such a trade was so reported.

If the Company’s Stock is not readily tradable on an established securities market within the meaning of Code Section 409A or applicable securities laws at the time a determination of the Fair Market Value of a share of Stock is required to be made hereunder, the determination of Fair Market Value for purposes of the Plan shall be made

by the Committee in its discretion exercised in good faith, and to the extent any Award is intended to be exempt from Code Section 409A, consistent with Code Section 409A as the Committee shall determine. In this respect, the Committee may rely on such financial data, appraisals, valuations, experts, and other sources as, in its sole and absolute discretion, it deems advisable under the circumstances.

(v) ***“Incentive Stock Option”*** means an Option intended to be (as set forth in the Award Agreement) and which qualifies as an incentive stock option within the meaning of Section 422(b) of the Code.

(w) ***“Insider”*** means an Officer, a Director or other Person whose transactions in Stock are subject to Section 16 of the Exchange Act, or, if applicable, a “reporting insider” as such term is defined in NI 55-104.

(x) ***“ITA”*** shall mean the *Income Tax Act* (Canada) and any regulations thereunder as amended from time to time.

(y) ***“New Shares”*** shall have the meaning set forth in Section 4.2 hereto.

(z) ***“NI 55-104”*** means National Instrument 55-104 - *Insider Reporting Requirements and Exemptions* of the Canadian Securities Administrators promulgated under the securities legislation of each of the provinces of Canada.

(aa) ***“Nonstatutory Stock Option”*** means an Option not intended to be (as set forth in the Award Agreement) or which does not qualify as an Incentive Stock Option.

(bb) ***“Notice of Grant of an Award”*** means the Notice of Grant of an Award executed by the Company and the Participant on the date of the grant of the Award. The Notice of Grant of an Award and the execution thereof may be effected by electronic form in accordance with Company policies.

(cc) ***“Officer”*** means any Person designated by the Board as an officer of the Company.

(dd) ***“Option”*** means a right to purchase Stock pursuant to the terms and conditions of the Plan. An Option may be either an Incentive Stock Option or a Nonstatutory Stock Option.

(ee) ***“Option Expiration Date”*** shall have the meaning set forth in Section 9.1(a) hereto.

(ff) ***“Other Stock-Based Awards”*** shall mean Awards described in Section 8 hereto and shall include, without limitation, Stock Appreciation Rights and restricted stock units.

(gg) ***“Participant”*** means an Employee, Director or Consultant who has been granted one or more Awards hereunder.

- (hh) **“Performance Awards”** shall mean Awards described in Section 8 hereto.
- (ii) **“Permitted Transferee”** has the meaning provided such term in Section 13 hereto.
- (jj) **“Person”** means any individual or other natural person, partnership, corporation, limited liability company, group, trust or other legal entity.
- (kk) **“Plan”** shall have the meaning set forth in Section 1.1 hereto.
- (ll) **“Prior Plan”** shall have the meaning set forth in Section 1.1 hereto.
- (mm) **“Prior Stock Plans”** shall mean collectively the Prior Plan, the Amended and Restated Stock Option Plan of Viemed Healthcare, Inc. (effective as of July 17, 2018) and the Amended and Restated Restricted Share Unit Plan and the Deferred Share Unit Plan of Viemed Healthcare, Inc. (effective July 17, 2018).
- (nn) **“Retirement”** means, unless otherwise defined in the Award Agreement, the Participant’s termination of employment after age 65 and 10 years of service with the Company or Company Affiliate.
- (oo) **“Restricted Stock”** shall mean an Award granted to a Participant pursuant to Section 7 hereto.
- (pp) **“Restriction Period”** means the period of time determined by the Committee and set forth in the Award Agreement during which the transfer of Restricted Stock by the Participant is restricted.
- (qq) **“Rule 16b-3”** means Rule 16b-3 under the Exchange Act, as amended from time to time, or any successor rule or regulation.
- (rr) **“Section 409A Plan”** shall have the meaning described in Section 24 hereto.
- (ss) **“Securities Act”** means the Securities Act of 1933, as amended.
- (tt) **“Service”** means a Participant’s employment or service with the Company or any of its Affiliates, whether in the capacity of an Employee, a Director or a Consultant. A Participant’s Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders Service to the Company or Affiliate (or in the case of an Incentive Stock Option, including the Parent or Subsidiary of the Company) or a change in the Company or Affiliate (or in the case of an Incentive Stock Option, including the Parent or Subsidiary of the Company) for which the Participant renders such Service, provided that there is no interruption or termination of the Participant’s Service. Furthermore, a Participant’s Service with the Company or an Affiliate (or in the case of an Incentive Stock Option, including the Parent or Subsidiary of the Company) shall not be deemed to have terminated if the Participant takes any military leave, temporary illness leave, authorized vacation or other bona fide leave of absence; provided, however, that if any such leave exceeds three (3) months, the Participant’s Service shall be deemed to have



terminated unless the Participant's right to return to Service with the Company is provided by either statute or contract or Board approval. Notwithstanding the foregoing, unless otherwise designated by the Company or provided by statute or contract, a leave of absence shall not be treated as Service. The Participant's Service shall be deemed to have terminated either upon an actual termination of Service or upon the company for which the Participant performs Service ceasing to be the Company or an Affiliate (or in the case of an Incentive Stock Option, including the Parent or Subsidiary of the Company). Subject to the foregoing, the Company, in its discretion, shall determine whether the Participant's Service has terminated and the effective date of such termination, and provided further that with respect to an Incentive Stock Option, Service shall be consistent with the employment requirements of Code Sections 422 and 424 for tax treatment as an Incentive Stock Option. Notwithstanding the foregoing, with respect to any Award that is subject to 409A, separation from service shall be determined by the Committee under the applicable rules of Code Section 409A.

(uu) **"Stock"** means the common shares of the Company, no par value per share, as adjusted from time to time in accordance with Section 4.2 or Section 25 hereto.

(vv) **"Stock Appreciation Right"** or **"SAR"** shall mean a stock-based right granted under Section 8.1 hereto.

(ww) **"Stock Exchange"** means the NASDAQ and, if the Stock is listed and posted for trading on another national securities exchange, the national securities exchange(s) on which the Stock is listed or posted for trading.

(xx) **"Subsidiary"** means any corporation (whether now or hereafter existing) which constitutes a **"subsidiary"** of the Company, as defined in Section 424(f) of the Code.

(yy) **"Substitute Awards"** shall have the meaning in Section 4.1 hereto.

(zz) **"Ten Percent Owner Participant"** means a Participant who, at the time an Option is granted to the Participant, owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or Parent or Subsidiary within the meaning of Section 422(b)(6) of the Code.

(aaa) **"Term"** shall have the meaning described in Section 15 hereto.

(bbb) **"Treasury Regulations"** shall mean all applicable regulations issued by the Internal Revenue Service as amended from time to time.

## 2.2 Construction

Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Words of the masculine gender shall include the feminine and neuter, and vice versa. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise. Section headings as

used herein are inserted solely for convenience and reference and do not constitute any part of the interpretation or construction of the Plan.

### **SECTION 3**

#### **ADMINISTRATION**

##### **3.1 Administration by the Committee**

The Plan shall be administered by the Committee. All questions of interpretation of the Plan, construction of its terms, or of any Award shall be determined by the Committee, and such determinations shall be final and binding upon all Persons having an interest in the Plan or such Award.

##### **3.2 Authority of Officers**

Any Officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, determination or election which is the responsibility of or which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, determination or election.

##### **3.3 Powers of the Committee**

In addition to any other powers set forth in the Plan and subject to the provisions of the Plan, the Committee shall have the full and final power and authority, in its discretion:

(a) to determine the Persons to whom, and the time or times at which, Awards shall be granted and the number of shares of Stock to be subject to each Award;

(b) to designate Awards as Restricted Stock or Options or Other Stock-Based Awards or Performance Awards or Dividends or Dividend Equivalents, and to designate Options as Incentive Stock Options or Nonstatutory Stock Options;

(c) to determine the Fair Market Value of shares of Stock or the fair market value of other property;

(d) to determine the terms, conditions and restrictions applicable to each Award (which need not be identical) and any shares of Stock acquired upon the exercise and/or vesting thereof, including, without limitation, (i) the exercise price of the Option or Stock Appreciation Right, (ii) the method of payment for shares of Stock purchased upon the exercise and/or vesting of an Award, (iii) the method for satisfaction of any tax withholding obligation arising in connection with the Award or such shares of Stock, including by the withholding or delivery of shares of Stock, (iv) the timing, terms and conditions, including but not limited to performance goals, the exercisability of the Award or the vesting of any shares of Stock, (v) the time of the expiration of the Award, (vi) the effect of the Participant's termination of Service on any of the foregoing, (vii) the provision for electronic delivery of Awards and/or book entry of Awards, and (viii) all other terms,

conditions and restrictions applicable to the Award or such shares of Stock not inconsistent with the terms of the Plan;

(e) to approve one or more forms of Award Agreement;

(f) to amend, modify, extend, cancel, or renew any provision of any Award, or to waive any restrictions or conditions applicable to any Award or any shares of Stock acquired upon the exercise thereof; provided, however, that no such amendment, modification, extension or cancellation shall materially adversely affect a Participant's Award without a Participant's consent;

(g) to accelerate, continue, extend or defer the exercisability and/or vesting of any Award, including with respect to the period following a Participant's termination of Service;

(h) to add or amend a Cashless Exercise provision attaching to any Award;

(i) to add or amend a financial assistance provision attaching to any Award;

(j) to prescribe, amend or rescind rules, guidelines and policies relating to the Plan, or to adopt supplements to, or alternative versions of, the Plan, including, without limitation, as the Committee deems necessary or desirable to comply with the laws of, or to accommodate the tax policy or custom of, foreign jurisdictions whose citizens may be granted Awards;

(k) to correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award Agreement and to make all other determinations and take such other actions with respect to the Plan or any Award as the Committee may deem advisable to the extent not inconsistent with the provisions of the Plan or applicable law; and

(l) notwithstanding the foregoing, except as provided in Sections 4.1, 4.2, 4.3 and Section 25 hereto, the terms of an outstanding Award may not be amended by the Committee, without approval of the Company's shareholders, to: reprice an Award or otherwise (i) reduce the exercise price of an outstanding Option or reduce the exercise price of an outstanding Stock Appreciation Right, (ii) cancel an outstanding Option or outstanding Stock Appreciation Right in exchange for other Options or Stock Appreciation Rights with an exercise price that is less than the exercise price of the cancelled Option or the cancelled Stock Appreciation Right, as applicable, or (iii) cancel an outstanding Option with an exercise price that is greater than the Fair Market Value of a share of Stock on the date of cancellation or cancel an outstanding Stock Appreciation Right with an exercise price that is greater than the Fair Market Value of a share of Stock on the date of cancellation in exchange for cash or another Award. In addition, no Option reloading will be permitted.

### **3.4 Administration with Respect to Insiders**

With respect to participation by Insiders in the Plan, at any time that any class of equity security of the Company is registered pursuant to Section 12 of the Exchange Act, the Plan shall be administered in compliance with the requirements, if any, of Rule 16b-3 (if Insiders are then subject to Section 16 of the Exchange Act) and all other applicable laws, including without limitation NI 55-104, including any required Black-Out Periods. At any time the Company is required to comply with Securities Regulation BTR, all transactions under this Plan respecting the Company's securities shall comply with Securities Regulation BTR and the Company's insider trading policies, as revised from time to time, or such other similar Company policies, including but not limited to policies relating to Black-Out Periods. Any ambiguities or inconsistencies in the construction of an Award shall be interpreted to give effect to such limitation. To the extent any provision of the Plan or Award Agreement or action by the Committee or Company fails to so comply, such provision or action shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

### **3.5 Indemnification**

EACH PERSON WHO IS OR WAS A MEMBER OF THE BOARD OR THE COMMITTEE SHALL BE INDEMNIFIED BY THE COMPANY AGAINST AND FROM ANY DAMAGE, LOSS, LIABILITY, COST AND EXPENSE THAT MAY BE IMPOSED UPON OR REASONABLY INCURRED BY HIM IN CONNECTION WITH OR RESULTING FROM ANY CLAIM, ACTION, SUIT, OR PROCEEDING TO WHICH HE MAY BE A PARTY OR IN WHICH HE MAY BE INVOLVED BY REASON OF ANY ACTION TAKEN OR FAILURE TO ACT UNDER THE PLAN (INCLUDING SUCH INDEMNIFICATION FOR A PERSON'S OWN, SOLE, CONCURRENT OR JOINT NEGLIGENCE OR STRICT LIABILITY), EXCEPT FOR ANY SUCH ACT OR OMISSION CONSTITUTING WILLFUL OR INTENTIONAL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE. SUCH PERSON SHALL BE INDEMNIFIED BY THE COMPANY FOR ALL AMOUNTS PAID BY HIM IN SETTLEMENT THEREOF, WITH THE COMPANY'S APPROVAL, OR PAID BY HIM IN SATISFACTION OF ANY JUDGMENT IN ANY SUCH ACTION, SUIT, OR PROCEEDING AGAINST HIM, PROVIDED HE SHALL GIVE THE COMPANY AN OPPORTUNITY, AT ITS OWN EXPENSE, TO HANDLE AND DEFEND THE SAME BEFORE HE UNDERTAKES TO HANDLE AND DEFEND IT ON HIS OWN BEHALF. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS OF INDEMNIFICATION TO WHICH SUCH PERSONS MAY BE ENTITLED UNDER THE COMPANY'S NOTICE OF ARTICLES PURSUANT TO THE BCBCA OR THE BCBCA ARTICLES, AS A MATTER OF LAW, OR OTHERWISE, OR ANY POWER THAT THE COMPANY MAY HAVE TO INDEMNIFY THEM OR HOLD THEM HARMLESS.

## SECTION 4

### SHARES SUBJECT TO PLAN

#### 4.1 Maximum Number of Shares Issuable

Subject to adjustment as provided in Section 4.2, Section 4.3 and Section 25 hereto, the maximum aggregate number of shares of Stock that may be available for Awards and issuance and reserved for issuance, at any time, under this Plan and the Prior Stock Plans in the aggregate shall be 7,800,000 and may consist of any of the following: shares of Stock held in treasury of the Company, shares of Stock authorized but unissued or shares of Stock reacquired by the Company or any combination of the foregoing. The maximum aggregate number of such shares of Stock authorized for issuance in the foregoing sentence that may be issued as Incentive Stock Options under the Plan shall be 1,000,000 shares of Stock. Shares of Stock of an outstanding Award that for any reason expire or are terminated, repurchased, forfeited or canceled shall again be available for issuance under the Plan; provided, however, that amounts withheld for taxes or withheld for the purchase price for Options or SARs shall not again be available for issuance under the Plan, but shares of Stock withheld and not issued to a Participant in order to satisfy the purchase price or for the payment of taxes for Restricted Stock, Performance Awards or Other Stock-Based Awards (other than an Option or SAR) shall be available for issuance under the Plan. Notwithstanding anything herein to the contrary, any Stock forfeited, cancelled or otherwise not issued for any reason under the awards of the Prior Stock Plans and that would have been available for awards and issuance under the Prior Plans pursuant to the terms of those Prior Plans shall also be available for Awards and issuance under this Plan. Awards that by their terms are to be settled solely in cash shall not be counted against the number of shares of Stock available for the issuance of Awards under the Plan. Shares of Stock issued under Awards granted in assumption, substitution or exchange for previously granted awards of a company acquired by the Company (“*Substitute Awards*”) do not reduce the shares of Stock available under the Plan and available shares under a stockholder-approved plan of an acquired company (as appropriately adjusted to reflect the transaction) may be used for Awards under the Plan and do not reduce the Plan’s shares of Stock reserved as provided herein (subject to NASDAQ listing requirements, as long as the Stock is listed on this exchange or the applicable other exchange requirements on which the Stock is listed and subject to the requirements of the Code including, without limitation Code Sections 424 and 409A).

#### 4.2 Adjustments for Changes in Capital Structure

In the event of any stock Dividend or extraordinary cash Dividend, stock split, reverse stock split, recapitalization, combination, reclassification or similar change in the capital structure of the Company, appropriate adjustments shall be made in the number and class of shares of Stock subject to the Plan and to any outstanding Awards, and in the exercise price per share of any outstanding Awards and with respect to Options, if applicable, in accordance with Code Sections 424 and 409A. If a majority of the shares of Stock, which are of the same class as the shares of Stock that are subject to outstanding Awards, are exchanged for, converted into, or otherwise become (whether or not pursuant to a Change in Control) shares of another company (the “*New Shares*”), the Committee may, in its sole discretion, unilaterally amend the outstanding Awards to provide that such Awards are exercisable for New Shares. In the event of any such amendment,

the number of shares of Stock subject to, and the exercise price per share of, the outstanding Awards shall be adjusted in a fair and equitable manner as determined by the Committee, in its discretion, and with respect to Options in accordance with Code Sections 424 and 409A and the regulations thereunder. Notwithstanding the foregoing, any fractional share resulting from an adjustment pursuant to this Section 4.2 shall be rounded down to the nearest whole number, and in no event may the exercise price of any Award be decreased to an amount less than the par value, if any, of the stock subject to the Award. The adjustments determined by the Committee pursuant to this Section 4.2 shall be final, binding and conclusive.

### **4.3 Shares Available for Awards and Payouts**

(a) The following Awards and payouts shall reduce, on a one share for one share basis, the number of shares of Stock authorized for issuance under Section 4.1 hereto:

- (i) Options;
- (ii) SARs (except a tandem SAR);
- (iii) Restricted Stock;
- (iv) A payout of an Other Stock-Based Award in shares of Stock (other than for a SAR or Option);
- (v) A payout of Performance Awards in shares of Stock; and
- (vi) Any Dividend or Dividend Equivalents.

Notwithstanding the foregoing, any Award that is payable solely in cash shall not reduce the number of shares of Stock authorized under Section 4.1 hereto.

(b) Shares of Stock shall be restored to the Plan on the same basis for which the type of Award reduced the number of shares of Stock authorized for issuance under Section 4.1 hereto as follows:

- (i) A payout of a SAR, tandem SAR, Restricted Stock Award, Performance Award or Other Stock-Based Award in the form of cash; and
- (ii) Except as expressly provided in Section 4.1 hereto, a cancellation, termination, expiration, forfeiture, or lapse for any reason (with the exception of the termination of a tandem SAR upon exercise of the related Option, or the termination of a related Option upon exercise of the corresponding tandem SAR) of any shares of Stock subject to an Award.

(c) Notwithstanding the foregoing, shares of Stock not issued or delivered as a result of net settlement of an Award that is a SAR or Option or shares used to pay the exercise price or withholding taxes related to an outstanding SAR or Option or shares of Stock repurchased on the open market with the proceeds of an exercise price for a SAR or Option shall not be restored to the Plan or made available for issuance for Awards under the Plan.

## SECTION 5

### ELIGIBILITY AND AWARD LIMITATIONS

#### 5.1 Persons Eligible for Awards

Awards may be granted only to Employees, Consultants, and Directors. For purposes of the foregoing sentence, “*Employees*,” “*Consultants*,” and “*Directors*” shall include prospective Employees, prospective Consultants and prospective Directors to whom Awards are granted in connection with written offers of employment or other service relationships with the Company subject to their actual commencement of Service. Eligible Persons may be granted more than one (1) Award. Eligibility in accordance with this Section shall not entitle any Person to be granted an Award, or, having been granted an Award, to be granted an additional Award.

#### 5.2 Award Agreements

Each Participant to whom an Award is granted shall be required to enter into an Award Agreement with the Company, in such a form as is provided by the Committee. The Award Agreement shall contain specific terms as determined by the Committee, in its discretion, with respect to the Participant’s particular Award. Such terms need not be uniform among all Participants or any similarly situated Participants. The Award Agreement may include, without limitation, vesting, forfeiture and other provisions specific to the particular Participant’s Award, as well as, for example, provisions to the effect that the Participant (i) shall not disclose any confidential information acquired during employment with the Company or while providing service to the Company, (ii) shall abide by all the terms and conditions of the Plan and such other terms and conditions as may be imposed by the Committee, (iii) shall not interfere with the employment or other Service of any Employee or service provider of the Company, (iv) shall not compete with the Company or become involved in a conflict of interest with the interests of the Company, (v) shall forfeit an Award if terminated for Cause, (vi) shall not be permitted to make an election under Section 83(b) of the Code when applicable, (vii) shall be subject to transfer restrictions respecting the Award or Stock, (viii) shall be subject to any other agreement between the Participant and the Company regarding shares of Stock that may be acquired under an Award including, without limitation, an agreement restricting the transferability of the Award or shares of Stock by Participant or any other restrictions or requirements of any shareholders’ agreement that is in effect from time to time, or (ix) shall abide by any Company clawback policies as may be in effect from time to time, or that the Award shall be subject to any provisions or definitions the Committee deems necessary or desirable to comply with Code Section 409A. An Award Agreement shall include such terms and conditions as are determined by the Committee, in its discretion, to be appropriate with respect to any individual Participant.

#### 5.3 Award Grant Restrictions

Any Person who is not an Employee on the effective date of the grant of an Award to such Person may be granted only a Nonstatutory Stock Option, Restricted Stock or Other Stock-Based Award. An Incentive Stock Option Award granted to an Employee of the Company, or its Parent or Subsidiary, or to a prospective Employee of the Company, or its Parent or its Subsidiary upon the condition that such Person become an Employee shall be deemed granted effective on the date

such Person commences Service as an Employee with the Company, with an exercise price determined as of such date in accordance with Section 6.1 hereto. In no case may a Canadian Participant be issued Incentive Stock Options.

#### **5.4 Fair Market Value Limitations for Incentive Stock Options**

To the extent that Options designated as Incentive Stock Options (granted under all stock option plans of the Company or Parent or Subsidiary as defined in Code Section 422, including the Plan) become exercisable by a Participant for the first time during any calendar year for Stock having an aggregate Fair Market Value greater than one hundred thousand dollars (U.S. \$100,000), the portion of such options which exceeds such amount shall be treated as Nonstatutory Stock Options. For purposes of this Section 5.4, Options designated as Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of Stock shall be determined as of the time the Option with respect to such Stock is granted. If the Code is amended to provide for a different limitation from that set forth in this Section 5.4, such different limitation shall be deemed incorporated herein effective as of the date and with respect to such Options as required or permitted by such amendment to the Code. If an Option is treated as an Incentive Stock Option in part and as a Nonstatutory Stock Option in part by reason of the limitation set forth in this Section 5.4, the Company at the request of the Participant may designate which portion of such Option the Participant is exercising. In the absence of such designation, the Participant shall be deemed to have exercised the Incentive Stock Option portion of the Option first. Separate shares of Stock representing each such portion shall be issued upon the exercise of the Option.

#### **5.5 Repurchase Rights, Right of First Refusal and Other Restrictions on Stock**

Shares of Stock issued under the Plan may be subject to a right of first refusal, one or more repurchase options, or other conditions and restrictions pursuant to a contract entered into by the Company and its shareholders or otherwise as determined by the Committee or as provided in the Award Agreement, in the Committee's discretion. The Company shall have the right to assign at any time any repurchase right it may have, whether or not such right is then exercisable, to one or more Persons as may be selected by the Company. Upon request by the Company, each Participant shall execute any agreement, including but not limited to, the Award Agreement evidencing such transfer restrictions prior to the receipt of shares of Stock hereunder and shall promptly present to the Company any and all shares of Stock acquired hereunder for the placement of appropriate legends evidencing any such transfer restrictions, if applicable.

#### **5.6 Minimum Vesting Periods**

All Awards shall have a minimum of a one (1) year of Service vesting period for exercise and/or payment whether based on the Participant's provision of Services or performance criteria; provided however, that the Committee in its discretion may provide that such minimum one (1) year period may lapse or be waived as specified in the Award Agreement or otherwise waived by the Committee in accordance with Code Section 409A in connection with or following a Participant's death, Disability or termination of service or upon a Change in Control, and provided further that with respect to Director Awards such minimum vesting shall be the earlier of one (1)



year of Service or the date of the Company's next annual shareholders' meeting following the date of the grant of the Award.

## **SECTION 6**

### **TERMS AND CONDITIONS OF OPTIONS**

Options shall be evidenced by Award Agreements specifying the number of shares of Stock covered thereby, in such form as the Committee shall from time to time establish. No Option or purported Option shall be a valid and binding obligation of the Company unless evidenced by an Award Agreement. Award Agreements may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions:

#### **6.1 Exercise Price**

The exercise price for each Option shall be established in the discretion of the Committee; provided, however, that (a) subject to adjustments permitted under the Plan under Section 4.2 and Section 25 hereto, and other than with respect to Substitute Awards, the exercise price per share for an Option shall be not less than the Fair Market Value of a share of Stock on the effective date of grant of the Option, and (b) no Incentive Stock Option granted to a Ten Percent Owner Participant shall have an exercise price per share of Stock less than one hundred ten percent (110%) of the Fair Market Value of a share of Stock on the effective date of grant of the Option. Notwithstanding the foregoing, an Option (whether an Incentive Stock Option or a Nonstatutory Stock Option) may be granted with an exercise price lower than the minimum exercise price set forth above if such Option is granted pursuant to an assumption or substitution for another Option in a manner qualifying under the provisions of Sections 424 and 409A of the Code.

#### **6.2 Exercisability, Vesting and Term of Options**

(a) ***Exercisability.*** Options shall be exercisable at such time or times, or upon such event or events, and subject to such terms, conditions, performance criteria and restrictions as shall be determined by the Committee and set forth in the Award Agreement evidencing such Option; provided, however, that (i) no Option shall be exercisable after the expiration of ten (10) years after the effective date of grant of such Option, (ii) no Incentive Stock Option granted to a Ten Percent Owner Participant shall be exercisable after the expiration of five (5) years after the effective date of grant of such Option, and (iii) no Option granted to a prospective Employee, prospective Consultant or prospective Director may become exercisable prior to the date on which such Person commences Service. Subject to the foregoing, unless otherwise specified by the Committee in the grant of an Option, any Option granted hereunder shall terminate ten (10) years after the effective date of grant of the Option, unless earlier terminated in accordance with its provisions.

(b) ***Vesting.*** The Committee shall specify the vesting schedule, if any, in the applicable Award Agreement.

(c) ***Incentive Stock Options.*** Unless otherwise provided in the Award Agreement with respect to death or Disability of the Participant, the Incentive Stock Options may only be exercised within three (3) months after the Participant's termination of Service.

### 6.3 Payment of Exercise Price

(a) **Forms of Consideration Authorized.** Except as otherwise provided below, payment of the exercise price for the number of shares of Stock being purchased pursuant to any Option shall be made in cash, by check or cash equivalent or upon approval by the Committee in its sole discretion by any of the following (i) subject to Section 6.3(b)(i) hereto below, by tender to the Company, or attestation to the ownership, of shares of Stock owned by the Participant having a Fair Market Value not less than the exercise price; (ii) subject to the Company's rights set forth in Section 6.3(b)(ii) hereto below, by causing the Company to withhold from the shares of Stock issuable upon the exercise of the Option the number of whole shares of Stock having a Fair Market Value, as determined by the Company, not less than the exercise price (a "**Cashless Exercise**"); (iii) by such other consideration as may be approved by the Committee from time to time to the extent permitted by applicable law; or (iv) by any combination of cash and any of the foregoing or any combination of (i) through (iii) thereof. The Committee may at any time or from time to time grant Options which do not permit all of the foregoing forms of consideration to be used in payment of the exercise price or which otherwise restrict one or more forms of consideration.

(b) Limitations on Forms of Consideration.

(i) **Tender of Stock.** Notwithstanding the foregoing, an Option may not be exercised by tender to the Company, or attestation to the ownership, of shares of Stock to the extent such tender or attestation would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Stock.

(ii) **Cashless Exercise.** The Company reserves, at any and all times, the right, in the Company's sole and absolute discretion, to establish, decline to approve or terminate any program or procedures for the exercise of Options by means of a Cashless Exercise in order to comply with applicable law.

## SECTION 7

### RESTRICTED STOCK

#### 7.1 Award of Restricted Stock

(a) **Grant.** In consideration of the performance of Service by any Participant who is an Employee, Consultant or Director, Stock may be awarded under the Plan by the Committee as Restricted Stock with such restrictions during the Restriction Period as the Committee may designate in its discretion, any of which restrictions may differ with respect to each particular Participant. Restricted Stock may also be awarded as an Other Stock-Based Award subject to performance goals under Section 8.2 hereto. Restricted Stock shall be awarded for no additional consideration or such additional consideration as the Committee may determine, which consideration may be equal to or more than the Fair Market Value of the shares of Restricted Stock on the grant date. The terms and conditions of each grant of Restricted Stock shall be evidenced by an Award Agreement.

(b) ***Immediate Transfer Without Immediate Delivery of Restricted Stock.*** Unless otherwise specified in the Participant's Award Agreement, each Restricted Stock Award shall constitute an immediate transfer of the record and beneficial ownership of the shares of Restricted Stock to the Participant in consideration of the performance of Service as an Employee, Consultant or Director, as applicable, entitling such Participant to all voting and other ownership rights in such shares of Stock, except that any Dividends awarded and payable shall be subject to a separate Award.

As specified in the Award Agreement, a Restricted Stock Award may limit the Participant's Dividend and voting rights during the Restriction Period in which the shares of Restricted Stock are subject to a "***substantial risk of forfeiture***" (within the meaning given to such term under Code Section 83) and restrictions on transfer. In the Award Agreement, the Committee may apply any restrictions to Dividends that the Committee deems appropriate.

## 7.2 Restrictions

(a) ***Forfeiture of Restricted Stock.*** Restricted Stock awarded to a Participant may be subject to the following restrictions until the expiration of the Restriction Period: (i) a restriction that constitutes a substantial risk of forfeiture (as defined in Code Section 83), and a restriction on transferability; and (ii) any other restrictions, including restrictions that do not constitute a substantial risk of forfeiture restriction or a restriction on transferability that the Committee determines in advance are appropriate, and may include, without limitation, rights of repurchase or first refusal in the Company or provisions subjecting the Restricted Stock to a continuing substantial risk of forfeiture in the hands of any transferee. Any such restrictions shall be set forth in the particular Participant's Award Agreement. Unless otherwise specified by the Committee in the Award Agreement, the Restricted Stock that is subject to restrictions which are not satisfied shall be forfeited and all rights of the Participant to such Stock shall terminate.

(b) ***Issuance of Restricted Stock.*** Reasonably promptly after the date of grant with respect to shares of Restricted Stock, the Company shall take the actions as it determines necessary in its sole discretion to cause the Stock to be issued subject to the forfeiture provisions and other requirements as the Committee determines necessary. Stock awarded pursuant to a grant of Restricted Stock may be evidenced in a manner as the Committee shall deem appropriate, including without limitation book entry, shares of Restricted Stock issued in the name of the Participant and held, together with a stock power endorsed in blank, by the Committee or Company (or their delegates), or in trust or in escrow pursuant to an agreement satisfactory to the Committee, as determined by the Committee, until such time as the restrictions on transfer have expired or the Committee may provide for the transfer of the shares of Restricted Stock to a transfer agent on behalf of the Participant pursuant to terms as determined by the Committee to maintain the restricted status of the shares until vested. If the Company issues a Stock certificate, registered in the name of the Participant to whom such shares of Restricted Stock were granted, evidencing such shares, the Company shall not cause to be issued such a Stock certificate unless it has received a stock power duly endorsed in blank with respect to such shares of Stock. Each such Stock certificate shall bear the following legend or any other legend approved by the Company:

*The transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including forfeiture and restrictions against transfer) contained in the Plan and an Award Agreement entered into between the registered owner of such shares and Viemed Healthcare, Inc. A copy of the Plan and Award Agreement are on file in the corporate offices of Viemed Healthcare, Inc.*

Such legend shall not be removed from the certificate evidencing such shares of Restricted Stock until such shares vest pursuant to the terms of the Award Agreement.

(c) **Vesting.** The Award Agreement shall specify the vesting schedule.

(d) **Removal of Restrictions.** The Committee, in its discretion, shall have the authority to remove any or all of the restrictions on the Restricted Stock if it determines that, by reason of a change in applicable law or another change in circumstance arising after the grant date of the Restricted Stock, such action is appropriate.

### **7.3 Issuance of Stock**

Subject to withholding taxes under Section 10 hereto and to the terms of the Award Agreement, upon the lapse of the forfeiture restrictions as set forth in the Agreement, the unrestricted shares of Stock shall be evidenced in such manner as determined by the Committee and shall be issued to the Participant promptly after the restrictions have lapsed in a manner as determined by the Committee in its sole discretion.

## **SECTION 8**

### **OTHER STOCK-BASED AWARDS, PERFORMANCE AWARDS AND DIVIDENDS, OR DIVIDEND EQUIVALENTS**

#### **8.1 Grant of Other Stock-Based and Performance Awards**

Other Stock-Based Awards may be awarded by the Committee to selected Participants that are denominated or payable in, valued in whole or in part by reference to, or otherwise related to, shares of Stock, as deemed by the Committee to be consistent with the purposes of the Plan and the goals of the Company. Performance Awards may be granted by the Committee in its sole discretion awarding cash or Stock (including Restricted Stock) or a combination thereof based upon the achievement of goals as determined by the Committee. Types of Other Stock-Based Awards or Performance Awards include, without limitation, purchase rights, phantom stock, Stock Appreciation Rights, restricted stock units, performance units, Restricted Stock or Stock subject to performance goals, shares of Stock awarded that are not subject to any restrictions or conditions, convertible or exchangeable debentures related to the Stock, other rights convertible into shares of Stock, Awards valued by reference to the value of Stock or the performance of the Company or a specified Subsidiary, Affiliate division or department, Awards based upon performance goals established by the Committee and settlement in cancellation of rights of any Person with a vested interest in any other plan, fund, program or arrangement that is or was sponsored, maintained or participated in by the Company or any Subsidiary. Stock Appreciation Rights will be subject to the same terms as Nonstatutory Stock Options as provided in Section 6 hereto unless otherwise

provided in the Award Agreement. Other Stock-Based Awards may be awarded either alone or in addition to or in tandem with any other Awards. Other Stock-Based Awards and Performance Awards may be paid in Stock, cash or a combination thereof.

## **8.2 Other Stock-Based Award and Performance Awards Terms**

(a) **Written Agreement.** The terms and conditions of each grant of an Other Stock-Based Award or Performance Award shall be evidenced by an Award Agreement.

(b) **Purchase Price.** To the *extent* that a Stock Appreciation Right is intended to be exempt from Code Section 409A, the exercise price per share of Stock shall not be less than one hundred percent (100%) of Fair Market Value of a share of Stock on the date of the grant of the Stock Appreciation Right and the terms of the Award Agreement shall otherwise comply with Code Section 409A. In no case shall the exercise price per share of Stock of a Stock Appreciation Right to a Canadian Participant be less than one hundred percent (100%) of Fair Market Value of a share of Stock on the date of the grant of the Stock Appreciation Right.

(c) **Performance Goals and Other Terms.** In its discretion, the Committee may specify such criteria, periods or performance goals for vesting in Other Stock-Based Awards or Performance Awards and/or payment thereof to the Participant as it shall determine; and the extent to which such criteria, periods or goals have been met shall be determined by the Committee. All terms and conditions of Other Stock-Based Awards and Performance Awards shall be determined by the Committee and set forth in the Award Agreement. Notwithstanding the foregoing, for Canadian Participants, the vesting conditions in respect of Other Stock-Based Awards or Performance Awards and/or payment thereof shall not extend beyond applicable limitations such that the Award complies at all times with the exception in paragraph (k) of the definition of “salary deferral arrangement” in subsection 248(1) of the ITA.

(d) **Modification.** If the *Committee* determines, in its discretion exercised in good faith, that the established performance measures or objectives are no longer suitable to the Company’s objectives because of a change in the Company’s business, operations, corporate structure, capital structure, or other conditions the Committee deems to be appropriate, the Committee may modify the performance measures and objectives to the extent it considers such modification to be necessary.

(e) **Payment.** Other Stock-Based Awards or Performance Awards may be paid in shares of Stock, cash or other *consideration* or a combination thereof related to such shares, in a single payment or in installments on such dates as determined by the Committee, all as specified in the Award Agreement.

## **8.3 Dividends or Dividend Equivalents**

The terms of any Award granted under the Plan shall be set forth in an Award Agreement, as determined by the Committee in its sole discretion, whether such Awards (other than Options and Stock Appreciation Rights) shall receive dividends or amounts equivalent to cash, Stock or other property as dividends on Stock (“*Dividends*” or “*Dividend Equivalents*”) with respect to the

number of shares of Stock covered by the Award; provided, however, any Dividends or Dividend Equivalents with respect to shares of Stock covered by an Award shall be subject to restrictions and risk of forfeiture to the same extent as those shares of Stock covered by the Award with respect to such Dividends or Dividend Equivalents. Notwithstanding the foregoing, in no event will Dividends or Dividend Equivalents be awarded with respect to an Option or Stock Appreciation Rights.

#### **8.4 Limitations for Director Awards**

Subject to adjustments pursuant to Sections 4.2, 4.3 and 25 hereto, the amount of Awards granted to each Director in a calendar year shall not exceed five hundred thousand dollars (U.S. \$500,000) in value of the aggregate of Stock and cash Awards.

### **SECTION 9**

#### **EFFECT OF TERMINATION OF SERVICE**

##### **9.1 Option Exercisability and Award Vesting**

Subject to earlier termination of the Option or other Award as otherwise provided herein and unless otherwise provided by the Committee in the Award Agreement, an Award and Option shall be vested and an Option shall be exercisable after a Participant's termination of Service only during the applicable time period determined in accordance with this Section 9.1 and thereafter shall terminate:

(a) ***Disability or Death.*** If the Participant's Service terminates because of the Disability or death of the Participant, the unvested portion of any Award shall be forfeited and terminated and the vested portion of an Option may be exercised by the Participant or the applicable of his guardian or legal representative or estate for a period of three (3) months after the date on which the Participant's Service terminated due to Disability or one (1) year after the date on which the Participant's Service terminated due to death, respectively, but in any event no later than the date of expiration of the Option's term, which in no event shall exceed ten (10) years from the date of grant, as set forth in the Award Agreement evidencing such Option (the "***Option Expiration Date***").

(b) ***Change in Control.*** Subject to Section 25 hereto, upon a termination of service after a Change in Control then (i) the vested portion of the Option, to the extent unexercised and exercisable on the date on which the Participant's Service terminated, may be exercised by the Participant (or the Participant's guardian or legal representative) at any time prior to the expiration of three (3) months after the date on which the Participant's Service terminated without Cause, but in any event no later than the Option Expiration Date, and (ii) the exercisability and vesting of the Option or other Award and any shares of Stock acquired upon the exercise thereof may otherwise be accelerated effective as of the date on which the Participant's Service is terminated, to such extent, if any, as shall have been determined by the Committee, in its discretion, and set forth in the Award Agreement evidencing such Option or other Award.

(c) **Termination for Cause.** The effect of a termination for Cause shall be specified in the Award Agreement.

(d) **Other Termination of Service.** If the Participant's Service terminates for any other reason (including Retirement), except Disability, death, termination after a Change in Control, or Cause, any Award or Option, to the extent unvested shall be forfeited by the Participant on the date on which the Participant's Service is terminated, and any vested Option may be exercised by the Participant at any time prior to the expiration of three (3) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date.

## **9.2 Extension of Option if Exercise Prevented by Law or Black-Out Period**

(a) **Exercise Prevented by Law.** Notwithstanding the foregoing, other than termination for Cause, if the exercise of a Nonstatutory Stock Option within the applicable time periods set forth in Section 9.1 hereto is prevented by the provisions of Section 12 hereto below to the fullest extent permitted under Code Section 409A to be exempt from deferred compensation and to not be treated as a grant of a new Award, the Option shall remain exercisable until thirty (30) days (or such longer period of time as determined by the Committee, in its discretion) after the date the Participant is notified by the Company that the Option is exercisable, but in any event no later than the Option Expiration Date subject to the requirements of Code Section 409A.

(b) **Exercise Prevented by Blackout.** To the fullest extent permitted under Code Section 409A to be exempt from deferred compensation or to not be treated as a new Award, should the expiration date for a Nonstatutory Stock Option fall within a Black-Out Period or within nine (9) business days following the expiration of a Black-Out Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth (10<sup>th</sup>) business day after the end of the Black-Out Period, such tenth (10<sup>th</sup>) business day to be considered the expiration date for such Option for all purposes under the Plan.

## **9.3 Extension if Participant Subject to Section 16(b)**

Notwithstanding the foregoing, other than termination for Cause, if a sale within the applicable time periods set forth in Section 9.1 hereto of shares of Stock acquired upon the exercise of the Nonstatutory Stock Option would subject the Participant to liability under Section 16(b) of the Exchange Act, the Option (if exercisable) shall remain exercisable to the extent permitted by Code Section 409A for Options exempt from the deferred compensation requirements of Code Section 409A and to not be treated as a new Award until the earliest to occur of (i) the tenth (10<sup>th</sup>) day following the date on which a sale of such shares by the Participant would no longer be subject to such liability or (ii) the Option Expiration Date.

## **SECTION 10**

### **WITHHOLDING TAXES**

#### **10.1 Tax Withholding**

All Awards are subject to, and the Company shall have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, provincial, territorial and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan or an Award hereunder and all Awards are subject to the Company's right hereunder.

#### **10.2 Share Withholding**

With respect to tax withholding required upon the exercise of Options, upon the lapse of restrictions on Restricted Stock, or upon any other taxable event arising as a result of any Awards, the Committee in its discretion, may elect to satisfy the withholding requirement, in whole or in part, by having the Company withhold shares of Stock having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction (or such higher amount if consistent with the equity treatment of the Award under the applicable accounting rules). All such elections shall be subject to any restrictions or limitations that the Committee, in its discretion, deems appropriate. Any fraction of a share of Stock required to satisfy such obligation shall be disregarded and the amount due shall instead be paid in cash by the Participant or rounded down as determined by the Committee to the extent consistent with accounting rules.

#### **10.3 Incentive Stock Options**

With respect to shares of Stock received by a Participant pursuant to the exercise of an Incentive Stock Option, if such Participant disposes of any such shares within (i) two (2) years from the date of grant of such Option or (ii) one (1) year after the transfer of such shares to the Participant, the Company shall have the right to withhold from any salary, wages or other compensation payable by the Company to the Participant an amount sufficient to satisfy federal, state, provincial, territorial and local tax withholding requirements attributable to such disqualifying disposition.

## **SECTION 11**

### **PROVISION OF INFORMATION**

Each Participant shall be given access to information concerning the Company equivalent to that information generally made available to the holders of the common shares.



## **SECTION 12**

### **COMPLIANCE WITH SECURITIES LAW, OTHER APPLICABLE LAWS AND COMPANY POLICIES**

The Plan, Award Agreements, the grant of Awards and the issuance of shares of Stock shall be subject to compliance with all applicable requirements of United States federal and state law and Canadian and other foreign law with respect to securities and all other applicable laws, regulations and requirements of any stock exchange or market system upon which the Stock is listed or traded. Options and Stock Appreciation Rights may not be exercised and Stock may not be issued if the issuance of shares of Stock would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of the Stock Exchange or any stock exchange or market system upon which the Stock may then be listed. In addition, no Option or Stock Appreciation Right may be exercised and no shares of Stock may be issued unless (a) a registration statement under the Securities Act shall at the time be in effect with respect to the shares issuable or (b) in the opinion of legal counsel to the Company, the shares issuable may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. If the shares of Stock issuable pursuant to an Award are not registered under the Securities Act, the Company may imprint on the certificate for such shares the following legend or any other legend which legal counsel for the Company considers necessary or advisable to comply with the Securities Act:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT UPON SUCH REGISTRATION OR UPON RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED FOR SUCH SALE OR TRANSFER.

The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares of Stock hereunder shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the exercise of any Option or Stock Appreciation Right, or the issuance of shares of Stock, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

Unless otherwise specifically provided in an Award Agreement, all Awards and all shares of stock issued and any payments are subject to the Company's clawback policies adopted by the Company at any time and as amended from time to time.

### **SECTION 13**

#### **NONTRANSFERABILITY OF AWARDS AND STOCK**

During the lifetime of the Participant, an Award shall be exercisable only by the Participant or the Participant's guardian or legal representative. Subject to the provisions in this Section 13, an Award may be assignable or transferable by the Participant only by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order as defined in Section 414(p) of the Code, and only if it is so specified in the Award Agreement; provided, however, that an Incentive Stock Option may only be assignable or transferable by will or by the laws of descent and distribution. Notwithstanding the foregoing, to the extent permitted by the Committee in the Award Agreement, and in accordance with applicable law, in its discretion, and set forth in the Award Agreement evidencing such Option, a Nonstatutory Stock Option shall be assignable or transferable subject to the applicable limitations, if any, under the Securities Act, and the General Instructions to Form S-8 Registration Statement under the Securities Act. However, the transferee or transferees must be any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, in each case with respect to the Participant, any Person sharing the Participant's household (other than a tenant or Employee of the Company), a trust in which these Persons have more than fifty percent (50%) of the beneficial interest, a foundation in which these Persons (or the Participant) control the management of assets, or any other entity in which these Persons (or the Participant) own more than fifty percent (50%) of the voting interests (collectively, "*Permitted Transferees*"); provided further that, (a) there may be no consideration for any such transfer and (b) subsequent transfers of Options transferred as provided above shall be prohibited except subsequent transfers back to the original holder of the Option and transfers to other Permitted Transferees of the original holder.

### **SECTION 14**

#### **NONCOMPETITIVE ACTIONS**

The Committee may provide in an Award Agreement a requirement to enter into a noncompetition agreement in connection with the Award or the effect of a violation of a noncompetition agreement on an Award.

### **SECTION 15**

#### **TERMINATION OR AMENDMENT OF PLAN**

The Committee may terminate, suspend or amend the Plan at any time in accordance with Section 3.3 hereto and this Section 15. However, no grant of Awards shall be made after the tenth (10<sup>th</sup>) anniversary of the Effective Date (the "*Term*"). Subject to changes in applicable law, regulations or rules that would permit otherwise, without the approval of the Company's shareholders within the time required, there shall be (a) no increase in the maximum aggregate number of shares of Stock that may be issued under the Plan (except by operation of the provisions of Section 4 or Section 25 hereto), (b) no change in the class of Persons eligible to receive Awards or purchase Stock under the Plan, or to extend the Term of the Plan, (c) no repricing of an Option

or SAR or other amendment as provided in Section 3.3(l) hereto (except by operation of Sections 4 or 25 hereto), (d) no amendment to the Plan amendment provisions set forth in Section 3.3 hereto or this Section 15 which is not an amendment within the nature of Section 3.3(j) or Section 3.3(k) hereto, and (e) no other amendment of the Plan that would require approval of the Company's shareholders under any applicable law, regulation or rule or the stock exchange or market system on which the Stock is traded. No termination or amendment of the Plan shall affect any then outstanding Award unless expressly provided by the Committee or otherwise provided in the Plan. In any event, no termination or amendment of the Plan may materially adversely affect any then outstanding Award without the consent of the Participant, unless such termination or amendment is required to enable an Award designated as an Incentive Stock Option to qualify as an Incentive Stock Option or is necessary to comply with any applicable law, regulation or rule, including Code Section 409A or as otherwise permitted under the Plan, including upon a Change in Control.

#### **SECTION 16**

#### **SHAREHOLDER APPROVAL**

The Viemed Healthcare, Inc. 2024 Long Term Incentive Plan was approved by the Board effective as of the Effective Date subject to approval by the shareholders of the Company on [June 6], 2024.

#### **SECTION 17**

#### **NO GUARANTEE OF TAX CONSEQUENCES**

None of the Company, the Board or the Committee makes any commitment or guarantee that any federal, state, provincial, territorial or local tax treatment will apply or be available to any Person participating or eligible to participate hereunder.

#### **SECTION 18**

#### **SEVERABILITY**

In the event that any provision of this Plan shall be held illegal, invalid or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if the illegal, invalid, or unenforceable provision was not included herein.

#### **SECTION 19**

#### **GOVERNING LAW**

The Plan and Awards shall be interpreted, construed and constructed in accordance with the laws of the State of Delaware without regard to its conflicts of law provisions, except as may be superseded by applicable laws of the United States to the extent superseded by the federal laws of Canada or the laws of the Province of British Columbia. Notwithstanding the foregoing, any controversy arising out of or relating to the Plan or an Award Agreement shall be resolved solely and exclusively by the state and federal courts in Lafayette, Louisiana.

**SECTION 20**

**SUCCESSORS**

All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

**SECTION 21**

**RIGHTS AS A SHAREHOLDER**

The holder of an Award shall have no rights as a shareholder with respect to any shares of Stock covered by the Award until the date the Stock is issued to him or her for such shares. Except as otherwise expressly provided in the Plan, no adjustment shall be made for Dividends or other rights for which the record date is prior to the date such Stock is issued.

**SECTION 22**

**NO SPECIAL EMPLOYMENT OR SERVICE RIGHTS**

Nothing contained in the Plan or Award Agreement shall confer upon any Participant receiving a grant of any Award any right with respect to the continuation of his or her Service or interfere in any way with the right of the Company (or a Company Affiliate), subject to the terms of any separate employment agreement to the contrary, at any time to terminate such Service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of any Award.

**SECTION 23**

**REORGANIZATION OF COMPANY**

The existence of an Award shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the shares of Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

## SECTION 24

### CODE SECTION 409A

To the extent that any Award is deferred compensation subject to Code Section 409A, the Award Agreement shall comply and all such Awards shall be interpreted to comply with the requirements of Code Section 409A including, without limitation, to the extent required using applicable definitions from Code Section 409A, and to the extent required by Code Section 409A, using a more restrictive definition of Change in Control to comply with Code Section 409A or a more restrictive definition of Disability as provided in Code Section 409A. To the extent an Award is deferred compensation subject to Code Section 409A, the Award shall specify a time and form of payment schedule. In addition if any Award constitutes deferred compensation under Section 409A of the Code (a “**Section 409A Plan**”), then the Award shall be subject to the following requirements, if and to the extent required to comply with Code Section 409A, and as determined by the Committee and specified in the Award Agreement:

(a) Payments under the Section 409A Plan may not be made earlier than (i) the Participant’s separation from service, (ii) the date of the Participant’s Disability, (iii) the Participant’s death, (iv) a specified time (or pursuant to a fixed schedule) specified in the Notice of Grant of an Award at the date of the deferral of such compensation, (v) a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, or (vi) the occurrence of an unforeseeable emergency;

(b) The time or schedule for any payment of the deferred compensation may not be accelerated, except to the extent provided in applicable Treasury Regulations or other applicable guidance issued by the Internal Revenue Service; and

(c) Any elections with respect to the deferral of such compensation or the time and form of distribution of such deferred compensation shall comply with the requirements of Section 409A(a)(4) of the Code.

With respect to any Award that is subject to Code Section 409A, in the case of any Participant who is a specified employee, a distribution on account of a separation from service may not be made before the date which is six (6) months after the date of the Participant’s separation from service (or, if earlier, the date of the Participant’s death). For purposes of the foregoing, the terms “**separation from service**” and “**specified employee**”, all shall be defined in the same manner as those terms are defined for purposes of Section 409A of the Code, and the limitations set forth herein shall be applied in such manner (and only to the extent) as shall be necessary to comply with any requirements of Section 409A of the Code that are applicable to the Award as determined by the Committee. If an Award is subject to Code Section 409A, as determined by the Committee, the Committee may interpret or amend any Award to comply with Code Section 409A without a Participant’s consent even if such amendment would have an adverse effect on a Participant’s Award. With respect to an Award that is subject to Code Section 409A, the Board may amend or interpret the Plan as it deems necessary to comply with Section 409A, including, without limitation, limiting the Committee’s or Company’s discretion with respect to an Award that constitutes deferred compensation to the extent it would violate Code Section 409A, and no Participant consent shall be required even if such an amendment would have an adverse

effect on a Participant's Award. Notwithstanding the foregoing, none of the Company, the Committee, any Company Affiliate or their directors, members, officers, employees or agents of any of the foregoing guarantee or are responsible for the tax consequences to a Participant for an Award including, without limitation, an excise tax under Code Section 409A.

## SECTION 25

### ASSUMPTIONS OF AWARDS AND ADJUSTMENTS UPON A CHANGE IN CONTROL

(a) *Assumption under the Plan of Outstanding Substitute Awards.* Notwithstanding any other provision of the Plan, the Committee, in its absolute discretion, may authorize the assumption and continuation under the Plan of outstanding and unexercised stock options or other types of stock-based Substitute Awards. Any such action shall be upon such terms and conditions as the Committee, in its discretion, may deem appropriate, including provisions to preserve the holder's rights under the previously granted and unexercised option or other stock-based Substitute Award, such as, for example, retaining the treatment as an Option under this Plan.

(b) *Assumption of Awards by a Successor.* Subject to the accelerated vesting in any Award Agreement that applies in the event of a Change in Control, in the event of a Corporate Event (defined below), each Participant shall be entitled to receive, in lieu of the number of shares of Stock subject to Awards, such shares of capital stock or other securities or property as may be issuable or payable with respect to or in exchange for the number of shares of Stock which Participant would have received had he exercised the Award immediately prior to such Corporate Event, together with any adjustments (including, without limitation, adjustments to the option price and the number of Shares issuable on exercise of outstanding Options). For this purpose, shares of Restricted Stock shall be treated the same as unrestricted outstanding shares of Stock. A "*Corporate Event*" means any of the following: (i) a dissolution or liquidation of the Company, (ii) a sale of all or substantially all of the Company's assets, (iii) a merger, consolidation or combination involving the Company (other than a merger, consolidation or combination (A) in which the Company is the continuing or surviving corporation and (B) which does not result in the outstanding shares of Stock being converted into or exchanged for different securities, cash or other property, or any combination thereof), or (iv) if so determined by the Committee, any other "*corporate transaction*" as defined in Code Sections 424 or Code Section 409A. The Committee shall take whatever other action it deems appropriate to preserve the rights of Participants holding outstanding Awards, including, without limitation, to continue the exemption from deferred compensation treatment under Code Section 409A.

(c) Notwithstanding Section 25(b) hereto, if a Change in Control occurs, except a Change in Control solely on account of Section 2.1(h)(ii) hereto, then the Committee, at its sole discretion, shall have the power and right to (but subject to any accelerated vesting specified in an Award Agreement):

(i) cancel, effective immediately prior to or upon the occurrence of the Change in Control, each outstanding Award (whether or not then vested or exercisable) (including the cancellation of any Options for which the exercise price is greater than the consideration to be received), and with respect to Options and SARs that currently have an exercise price less than the consideration to be received immediately prior to the Change in Control, pay to the Participant an amount in cash equal to the excess of (i) the value, as determined by the Committee, of the property (including cash) received by the holders of Stock as a result of such Change in Control over (ii) the exercise price of such Award, if any; provided, however, this subsection shall be inapplicable to an Award granted within six (6) months before the occurrence of the Change in Control but only if the Participant is an Insider and such disposition is not exempt under Rule 16b-3 (or other rules preventing liability of the Insider under Section 16(b) of the Exchange Act) and, in that event, the provisions hereof shall be applicable to such Award after the expiration of six (6) months from the date of grant;

(ii) provide for the exchange or substitution of each Award outstanding immediately prior to or upon such Change in Control (whether or not then vested or exercisable) for another award with respect to the Stock or other property for which such Award is exchangeable and, incident thereto, make an equitable adjustment as determined by the Committee, in its discretion, in the exercise price of the Award, if any, or in the number of shares of Stock or amount of property (including cash) subject to the Award; or

(iii) provide for assumption of the Plan and such outstanding Awards by the surviving entity or its parent.

The Committee, in its discretion, shall have the authority to take whatever action it deems to be necessary or appropriate to effectuate the provisions of this Section 25. Notwithstanding any other provision of this Plan, this Section 25 shall not apply with respect to any deferred compensation held by a Canadian Participant where such deferred compensation is governed under regulation 6801(d) of the ITA or any successor to such provision.

## **SECTION 26**

### **PERSONS RESIDING OUTSIDE OF THE UNITED STATES**

Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company or any of its Affiliates operates or has employees, the Committee, in its sole discretion, shall have the power and authority to (a) determine which Affiliates shall be covered by the Plan; (b) determine which Persons employed outside the United States are eligible to participate in the Plan; (c) amend or vary the terms and provisions of the Plan

and the terms and conditions of any Award granted to Persons who reside outside the United States; (d) establish subplans and modify exercise procedures and other terms and procedures to the extent such actions may be necessary or advisable—any subplans and modifications to Plan terms and procedures established under this Section 26 by the Committee shall be attached to the Plan document as Appendices; and (e) take any action, before or after an Award is made, that it deems advisable to obtain or comply with any necessary local government regulatory exemptions or approvals. Notwithstanding the above, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act, the Code, any other applicable securities law or governing statute or any other applicable law.

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IN WITNESS WHEREOF, the undersigned Officer of the Company certifies that the foregoing sets forth the Viamed Healthcare, Inc. 2024 Long Term Incentive Plan effective as of the Effective Date as duly adopted by the Board.

VIEMED HEALTHCARE, INC.

By: /s/ Trae Fitzgerald  
Trae Fitzgerald  
Chief Financial Officer

