
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934
OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended August 31, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report _____

For the transition period from _____ to _____

Commission file number 000-39730

VISION MARINE TECHNOLOGIES INC.



(Exact name of Registrant specified in its charter)

Not Applicable

(Translation of Registrant's name into English)

Quebec, Canada

(Jurisdiction of incorporation or organization)

**730 Boulevard du Curé-Boivin
Boisbriand, Quebec J7G 2A7, Canada
Telephone: 450-951-7009**

(Address of principal executive offices)

Raffi Sossoyan; 450-951-7009; rs@v-mti.com

(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Shares (no par value per share)	VMAR	The Nasdaq Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act. **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act. **None**

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of business of the period covered by the annual report. **4,907,137 Common Shares Without Par Value**

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Indicate by check mark if the registrant is a well-known seasoned issuer as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the *Securities Exchange Act of 1934*. Yes No

Indicate by check mark whether Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the *Securities Exchange Act of 1934* during the preceding 12 months (or for such shorter period that Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of “accelerated filer,” “large accelerated filer,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer

Accelerated Filer

Non Accelerated Filer

Emerging Growth Company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing: U.S. GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow: Item 17 Item 18

If this is an annual report, indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b 2 of the Exchange Act): Yes No

M&K CPAS, PLLC

We have served as the Company’s auditor since 2024

The Woodlands, TX

November 28, 2025

PCAOB ID #2738

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 20-F (the “Annual Report”) contains statements that constitute “forward-looking statements”. Any statements that are not statements of historical facts may be deemed to be forward-looking statements. These statements appear in a number of different places in this Annual Report and, in some cases, can be identified by words such as “anticipates”, “estimates”, “projects”, “expects”, “contemplates”, “intends”, “believes”, “plans”, “may”, “will”, or their negatives or other comparable words, although not all forward-looking statements contain these identifying words. Forward-looking statements in this Annual Report may include, but are not limited to, statements and/or information related to: strategy, future operations, projected production capacity, projected sales or rentals, projected costs, expectations regarding demand and acceptance of our products, availability of material components, trends in the market in which we operate, plans and objectives of management.

We believe that we have based our forward-looking statements on reasonable assumptions, estimates, analysis and opinions made in light of our experience and our perception of trends, current conditions and expected developments, as well as other factors that we believe to be relevant and reasonable in the circumstances at the date that such statements are made, but which may prove to be incorrect. Although management believes that the assumption and expectations reflected in such forward-looking statements are reasonable, we may have made misjudgments in preparing such forward-looking statements. Assumptions have been made regarding, among other things: our expected production capacity; labor costs and material costs, no material variations in the current regulatory environment and our ability to obtain financing as and when required and on reasonable terms. Readers are cautioned that the foregoing list is not exhaustive of all factors and assumptions which may have been used.

Such risks are discussed in Item 3.D “Risk Factors”. In particular, without limiting the generality of the foregoing disclosure, the statements contained in Item 4.B. - “Business Overview”, Item 5 - “Operating and Financial Review and Prospects” and Item 11 - “Quantitative and Qualitative Disclosures About Market Risk” are inherently subject to a variety of risks and uncertainties that could cause actual results, performance or achievements to differ significantly. Such risks, uncertainties and other factors include but are not limited to:

- general economic and business conditions, including changes in interest rates;
- our ability to develop our electric powertrain system in a timely and costly manner, if we can develop it at all;
- global pandemics and other natural phenomena;
- actions by government authorities, including changes in government regulation;
- uncertainties associated with legal proceedings;
- changes in the electric vehicle market;
- future decisions by management in response to changing conditions;
- our ability to execute prospective business plans;
- misjudgments in the course of preparing forward-looking statements;
- our ability to raise sufficient funds to carry out our proposed business plan;
- developments in alternative technologies or improvements in the internal combustion engine for recreational maritime vehicles;
- dependency on certain key personnel and any inability to retain and attract qualified personnel;
- inability to reduce and adequately control operating costs;
- failure to manage future growth effectively; and
- labor and employment risks.

Although management has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking statements, there may be other factors that cause results not to be as anticipated, estimated or intended. Forward-looking statements might not prove to be accurate, as actual results and future events could differ materially from those anticipated in such forward-looking statements or we may have made misjudgments in the course of preparing the forward-looking statements. Accordingly, readers should not place undue reliance on forward-looking statements. We wish to advise you that these cautionary remarks expressly qualify, in their entirety, all forward-looking statements attributable to our company or persons acting on our company’s behalf. We do not undertake to update any forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting such statements, except as, and to the extent required by, applicable securities laws. You should carefully review the cautionary statements and risk factors contained in this Annual Report and other documents that we may file from time to time with the securities regulators.

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OTHER STATEMENTS IN THIS ANNUAL REPORT

Unless the context otherwise requires, in this Annual Report, the term(s) “we”, “us”, “our”, “Company”, “our company”, and “our business” refer to Vision Marine Technologies Inc. and its consolidated subsidiaries.

All references to “\$” or “dollars”, are expressed in United States dollars unless otherwise indicated.

All reference to “Canadian dollars”, “CAD”, or to “C\$” are to Canadian dollars.

All references to common shares, Pre-Funded Warrants, Series A and B Convertible Preferred Shares, warrants and options in this annual report have been adjusted to reflect (i) a 1-for-15 reverse stock split of our common shares that we enacted on August 22, 2024, (ii) a 1-for-9 reverse stock split of our common shares that we enacted on October 8, 2024 and (iii) a 1:10 reverse stock split of our common shares that occurred on March 31, 2025.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not Applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not Applicable.

C. Reasons for the offer and use of proceeds

Not Applicable.

D. Risk Factors

An investment in our securities carries a significant degree of risk. You should carefully consider the following risks, as well as the other information contained in this Annual Report, including our consolidated financial statements and related notes included elsewhere in this Annual Report, before you decide to purchase our securities. Any one of these risks and uncertainties has the potential to cause material adverse effects on our business, prospects, financial condition and operating results which could cause actual results to differ materially from any forward-looking statements expressed by us and a significant decrease in the value of our common shares. Refer to “*Cautionary Note Regarding Forward-Looking Statements.*”

We may not be successful in preventing the material adverse effects that any of the following risks and uncertainties may cause. These potential risks and uncertainties may not be a complete list of the risks and uncertainties facing us. There may be additional risks and uncertainties that we are presently unaware of, or presently consider immaterial, that may become material in the future and have a material adverse effect on us. You could lose all or a significant portion of your investment due to any of these risks and uncertainties.

Risks Related to Our Operations

There is limited public information on our operating history.

Our limited public operating history makes evaluating our business and prospects difficult. Although we were formed in 2012, we did not provide public reports on the results of operations until our 2020 fiscal year. We only have seven years of audited financial statements.

Additionally, we recently acquired Nautical Ventures Group Inc (“Nautical Ventures”) and its subsidiaries, a business whose assets and revenues account for the vast majority of our assets and revenues as of August 31, 2025. You have less available public information regarding Nautical Ventures than for our company prior to the acquisition. Audited financial statements for Nautical Ventures have only been publicly filed as of, and for the years ended, December 31, 2024 and 2023 and unaudited financials as of, and for the three months ended, March 31, 2025.

We currently have a net loss, and if we are unable to achieve and grow a net income in the future our ability to grow our business as planned will be adversely affected.

We have made significant up-front investments in research and development, sales and marketing, and general and administrative expenses to rapidly develop and expand our business. We had a net loss of \$21,651,993 for the fiscal year ended August 31, 2025 as compared to a net loss of \$10,383,171 for the prior fiscal year. We may never achieve net income or if we do it may fail to grow or even decline in certain circumstances, many of which are beyond our control. Our revenues might not ever significantly exceed our expenses and may even be lower than our expenses. It may take us longer to obtain net income than we anticipate, if at all, or we may only do so at a much lower rate than we anticipate. Failure to obtain net income may mean that we will have to curtail our planned growth in operations or resort to financings to fund such growth in the future.

To carry out our proposed business plan, we will require a significant amount of capital.

If current cash, cash equivalents and revenue from our business are not sufficient to cover our cash requirements, we will need to raise additional funds through the sale of debt or equity securities, in either private placements or additional registered offerings. We require substantial access to capital for operations. For example, of our \$61,462,255 in total liabilities as of August 31, 2025, \$32,511,664 consisted of notes payable related to floor plan financing for the purchase of inventory. If we are unsuccessful in raising enough funds through such capital-raising efforts, we may review other financing possibilities such as bank loans and floor financing plans. Financing might not be available to us or, if available, only on terms that are not favorable or acceptable to us.

Our ability to obtain the necessary financing to carry out our business plan is subject to a number of factors, including general market conditions and investor acceptance of our business plan. These factors may make the timing, amount, terms and conditions of such financing unattractive or unavailable to us. If we are unable to raise sufficient funds, we will have to significantly reduce our spending, delay or cancel our planned activities, sell non-essential assets or substantially change our current corporate structure. We might not be able to obtain any funding, and we might not have sufficient resources to conduct our business as projected, both of which could mean that we would be forced to curtail or discontinue our operations.

Terms of subsequent financings may adversely impact your investment.

We may have to engage in common equity, debt, or preferred share financings in the future. During the year ended August 31, 2025, we issued 2,986,234 common shares and 1,470,000 pre-funded warrants through various financings for net proceeds of \$25,103,817, and we anticipate additional financings in the future. As a result, your rights and the value of your investment in our securities could be reduced. Interest on debt securities or floor plan financings could increase costs and negatively impact operating results. Preferred shares could be issued in one or more series from time to time with such designation, rights, preferences, and limitations as determined by the Board. The terms of preferred shares could be more advantageous to those investors than to the holders of common shares. In addition, if we need to raise more equity capital from the sale of common shares, institutional or other investors may negotiate terms at least as, and possibly more, favorable than the terms of your investment in our common shares.

Expected benefits from business acquisitions may not materialize due to integration challenges

On June 20, 2025, we acquired 100% of the equity of Nautical Ventures, a Florida-based recreational boat dealership, marina, and service provider. The success of a business acquisition depends on the integration of the acquired business through such tasks as the realization of synergies, elimination of cost duplication, information systems integration, and establishment of controls and procedures. The inability to adequately integrate an acquired business in a timely manner might result in lost business opportunities, higher than expected integration costs and departures of key personnel, all of which could have a negative impact on potential future earnings.

Demand in the boat industry is highly volatile.

Fluctuations in demand for recreational boats, parts and accessories may materially and adversely affect our business, prospects, operating results and financial condition. The markets in which we compete have been subject to considerable volatility in demand in recent periods. Recreational boats and related items are non-essential items, and demand for them depends to a large extent on general, economic and social conditions in a given market. Historically, sales of recreational boats decrease during economic downturns. We have fewer financial resources than more established boat retailers and manufacturers to withstand adverse changes in the market and disruptions in demand.

Unfavorable weather conditions may have a material adverse effect on our business, financial condition, and results of operations, especially during the peak boating season.

Adverse weather conditions in any year, in any particular geographic region, may adversely affect sales and rentals in that particular geographic region, especially during the peak boating season in such particular geographic region. Sales and rentals of our products are generally stronger just before and during spring and summer, which represent the peak boating months in most of our markets, and favorable weather during these months generally has a positive effect on consumer demand for our products. Conversely, uncomfortable weather, excessive rainfall, reduced rainfall levels, or drought conditions during these periods may close area boating locations or render boating dangerous or inconvenient, thereby generally reducing consumer demand for our products. Our annual results would be materially and adversely affected if our net sales and rentals were to fall below expected seasonal levels during these periods. We may also experience more pronounced seasonal fluctuation in net sales and rentals in the future as we continue to expand our businesses. Additionally, to the extent that unfavorable weather conditions are exacerbated by global climate change or otherwise, our sales and rentals may be affected to a greater degree than we have previously experienced.

Interest rate increases could adversely affect sales.

Many of the purchasers of boats sold by Nautical Ventures finance those purchases through loans. If interest rates rise, the cost of boat purchases for consumers relying on a financing plan will also rise. Changes by the U.S. Federal Reserve to raise its benchmark interest rate would likely significantly increase higher long-term interest rates, which could negatively impact, our customers' willingness or desire to take out loans to purchase our products.

Inflation could adversely affect our financial results.

The market prices of certain materials and components used by us and our suppliers in manufacturing our products can be volatile. Significant increases in inflation, particularly those related to wages and increases in the cost of raw materials, may have an adverse impact on the business, financial condition, and results of operations of us or our suppliers, and our suppliers may in turn pass such increases along to us by raising the cost of our inventories. In addition, new boat buyers often finance their purchases. Inflation, along with a rise in interest rates, could translate into an increased cost of boat ownership. If inflation continues to occur and if the Federal Reserve fails to cut interest rates further or raises interest rates again, prospective consumers may choose to forego or delay their purchases or buy a less expensive boat in the event credit is not available to finance their boat purchases.

We depend on certain key personnel, and our success will depend on our continued ability to retain and attract such qualified personnel.

Our success depends on the efforts, abilities and continued service of Alexandre Mongeon (our Chief Executive Officer), Daniel Rathe (our Chief Technical Officer), Raffi Sossayan (our Chief Financial Officer), Roger Moore (our Chief Revenue Officer) and Maxime Poudrier (our Chief Operating Officer). A number of these key employees and consultants have significant experience in the recreational boating, manufacturing and electric vehicle industries. A loss of service from any one of these individuals may adversely affect our operations, and we may have difficulty locating, or may not be able to locate and hire a suitable replacement. We have not obtained any "key person" insurance on certain key personnel.

We are subject to numerous regulations, including environmental, health and safety laws, and any breach of such laws may have a material adverse effect on our business and operating results.

We are subject to numerous regulations including those related to environmental, health and safety laws, including statutes, regulations, bylaws and other legal requirements. These laws relate to the marketing, selling, financing and servicing of boats as well as the generation, use, handling, storage, transportation and disposal of regulated substances, including hazardous substances (such as batteries), dangerous goods and waste, emissions or discharges into soil, water and air, including noise and odors (which could result in remediation obligations), and occupational health and safety matters, including indoor air quality. These regulations also apply to any contamination that our boats or powertrains cause in the lakes and rivers in which they operate. These legal requirements vary by location and can arise under federal, provincial, state or municipal laws. Any breach of such laws and/or requirements could have a material adverse effect on our company and its operating results.

Product liability, warranty, personal injury, property damage and recall claims may materially affect our financial condition and damage our reputation.

We are engaged in a business that exposes us to claims of product liability and warranty claims in the event our products or the products that we sell actually or allegedly fail to perform as expected or the use of our products results, or is alleged to result, in property damage, personal injury or death. Our products and the products that we sell involve kinetic energy, produce physical motion and are to be used on the water, factors which increase the likelihood of injury or death. Our electric boats and powertrains contain Lithium-ion batteries, which have been known to catch fire or vent smoke and flame, and chemicals which are known to be, or could later be proved to be, toxic carcinogenic. Likewise, the internal combustion engines in several of the boats we sell operate on highly flammable fuel. Any personal injury or wrongful death claim could, even if not justified, prove expensive to contest.

We do not provide warranties for the boats we sell but instead rely upon the warranties provided by the third-party manufacturers from whom we purchase the boats. Although we maintain product and general liability insurance of the types and in the amounts that we believe are customary for the industry, we are not fully insured against all such potential claims. We may experience legal claims in excess of our insurance coverage or claims that are not covered by insurance, either of which could adversely affect our business, financial condition and results of operations. Adverse determination of material product liability and warranty claims made against us could have a material adverse effect on our financial condition and harm our reputation. In addition, if any of our products, components in our products or products that we sell are, or are alleged to be, defective, we may be required to participate in a recall of that product or component if the defect or alleged defect relates to safety. Any such recall and other claims could be costly to us and require substantial management attention.

We face potential liability from workplace accidents.

We are engaged in a business that exposes us to claims of workplace liability as our employees are exposed to moving mechanical parts, chemicals used in manufacturing, heavy equipment and combustible fuels, among other conditions that could lead to personal injury. For example, we face legal uncertainty in connection with an October 2024 fire that occurred prior to our acquisition of Nautical Ventures that had started at Nautical Ventures' marina while employees were servicing a boat. This fire injured five employees, one fatally. In connection with this accident, (i) the estate of the deceased employee began legal proceedings against us (we filed a motion to dismiss the initial claim, which was granted), (ii) we have been named as a defendant in a suit seeking recovery for damages and lost income from the owner of a trailer damaged in the accident; and (iii) we are negotiating with the Occupational Safety and Health Administration for the settlement of claims concerning alleged workplace safety violations. Any damages that we are ordered to pay as a result of these claims or any other claims that may arise from our workplace environment (or that we opt to pay in a settlement) could materially affect our results of operations.

Global economic conditions could materially adversely impact demand for our products and services.

Our operations and performance depend significantly on economic conditions. Global financial conditions continue to be subject to volatility arising from international geopolitical developments and global economic phenomenon, as well as general financial market turbulence, including growing inflationary concerns and tariff uncertainty, resulting in a significant reduction in many major market indices. Uncertainty about global economic conditions could result in:

- customers postponing purchases of our products and services in response to tighter credit, unemployment, negative financial news and/or declines in income or asset values and other macroeconomic factors, which could have a material negative effect on demand for our products and services; and
- third-party suppliers being unable to produce parts and components for our products in the same quantity or on the same timeline or being unable to deliver such parts and components as quickly as before or subject to price fluctuations, which could have a material adverse effect on our production or the cost of such production; and

accordingly, on our business, results of operations or financial condition. Access to public financing and credit can be negatively affected by the effect of these events on Canadian, U.S. and global credit markets. The health of the global financing and credit markets may affect our ability to obtain equity or debt financing in the future and the terms at which financing or credit is available to us. These instances of volatility and market turmoil could adversely affect our operations and the trading price of our common shares.

Our business may be materially affected by future pandemics.

Potential future pandemics may disrupt our business and operational plans. These disruptions may include disruptions resulting from (i) shortages of employees, (ii) unavailability of contractors and subcontractors, (iii) interruption of, or price fluctuations in, supplies from third parties upon which we rely, (iv) restrictions that governments impose to address the pandemic, and (v) restrictions that we and our contractors and subcontractors impose to ensure the safety of employees and others. Any such pandemic may adversely affect our ability to produce goods or purchase goods from third parties as well as consumer demand for such goods.

We are vulnerable to supply chain risks.

We rely upon efficient and predictable supply chains for both the development of our e-Motion powertrain as well as the delivery of boats, parts and accessories from third-party manufacturers. Delays in supply chains could adversely impact our production as well as the delivery of inventory for sale, which in turn could adversely affect our revenues. Such supply chain disruptions could be rapid and unexpected and could arise from wars and other geopolitical conflicts, tariff disputes, future pandemics, natural disasters and other unforeseen events that could prevent the timely production of raw materials and goods that we or our manufacturers need and/or the timely delivery of such raw materials and goods.

Fluctuations in currency exchange rates may significantly impact our results of operations.

The Company's presentation currency is the U.S. dollar, while the functional currency of the parent company remains the Canadian dollar. Our operations are conducted in both the United States and Canada. However, the majority of our revenues for the 2025 fiscal year were generated in the United States, and substantially all of our outstanding debt obligations are denominated in U.S. dollars. As a result, we are exposed to both currency translation risk and currency transaction risk.

Because our presentation currency is the U.S. dollar, the financial results and position of entities with a Canadian-dollar functional currency must be translated into U.S. dollars for reporting purposes. Fluctuations in the CAD–USD exchange rate may therefore cause significant volatility in our reported assets, liabilities, revenues, expenses, and accumulated other comprehensive income, even when underlying local currency results have not changed. During fiscal 2025, the monthly average exchange rate published by the Bank of Canada ranged from a high of C\$1.4390 per \$1.00 to a low of C\$1.3546 per \$1.00, reflecting continued volatility.

We are also exposed to transaction-level foreign exchange risk, as many of our costs, debt obligations, and operating expenditures are denominated in U.S. dollars, while the parent company's functional currency is the Canadian dollar. Consequently, a strengthening of the U.S. dollar relative to the Canadian dollar increases the CAD-equivalent cost of our U.S. dollar–denominated expenses, debt service, and working capital requirements. Conversely, a weakening of the U.S. dollar reduces these CAD-equivalent amounts but may negatively affect the translated value of Canadian-dollar assets or results when presented in U.S. dollars.

We do not hedge our currency exposure and, therefore, we incur currency transaction risk whenever we enter into either a purchase or sale transaction using a currency other than the Canadian dollar. Given the volatility of exchange rates, we might not be able to effectively manage our currency transaction risks, and volatility in currency exchange rates might have a material adverse effect on our business, financial condition or results of operations.

If we experience material weaknesses or otherwise fail to maintain an effective system of internal controls over financial reporting, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our common shares.

As a result of the year-end assessment process for the year ended August 31, 2025, we identified that we did not maintain effective processes and controls over the accounting for and reporting of complex and non-routine transactions due to a material weakness. Specifically, we determined that there was a lack of sufficient accounting and finance personnel to enable appropriate level of internal controls within the financial statement close process, including performing in-depth analysis and review of complex accounting matters and non-routine transactions within the timeframes set by us for filing our consolidated financial statements. Because of this deficiency, we concluded there was a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis at August 31, 2025. We are working on remediating the identified material weakness.

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If we fail to identify or remediate any current or future material weaknesses in our internal controls over financial reporting, we are unable to conclude that our internal controls over financial reporting are effective or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal controls over financial reporting when we are no longer an emerging growth company, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common shares could be negatively affected. As a result of such failures, we could also become subject to investigations by Nasdaq, the SEC or other regulatory authorities, and become subject to litigation from investors and shareholders, which could harm our reputation and financial condition or divert financial and management resources from our regular business activities.

Our financial statements have been prepared on a going concern basis and our financial status creates a substantial doubt whether we will continue as a going concern.

Our financial statements have been prepared on a going concern basis under which an entity is considered to be able to realize its assets and satisfy its liabilities in the ordinary course of business. Our future operations depend upon the identification and successful completion of equity or debt financing and the achievement of profitable operations at an indeterminate time in the future. There can be no assurance that we will be successful in completing an equity or debt financing or in achieving or maintaining profitability. The financial statements do not give effect to any adjustments relating to the carrying values and classification of assets and liabilities that would be necessary should we be unable to continue as a going concern.

If we are unable to maintain compliance with Nasdaq's continued listing requirements, Nasdaq may choose to delist our securities from its exchange or may subject us to additional restrictions, which may adversely affect the liquidity and trading price of our securities.

Our securities are currently listed on Nasdaq Capital Market maintained by The Nasdaq Stock Market LLC ("Nasdaq"). Nasdaq sets out certain standards that companies quoted on the Nasdaq Capital Market must continue to meet to remain on the Nasdaq Capital Market. In the past, we have received notices from Nasdaq that we failed to comply with some of those standards including that the closing bid price of our common shares no longer complied with the minimum bid price requirement of \$1.00 per share (the "Minimum Bid Price Requirement").

Although we took steps to regain compliance with the Minimum Bid Requirement by enacting two reverse stock splits that had the practical effect of a 1:135 reverse stock split and satisfied a Nasdaq Hearing Panel of the same, Nasdaq imposed a Discretionary Panel Monitor, in application of Listing Rule 5815(d)(4)(A), for a period of one year to ensure that we maintain long-term compliance with all of the Nasdaq's continued listing requirements. Should we fail to maintain compliance with any continued listing requirement, Nasdaq may notify us if such non-compliance and promptly schedule a new hearing with the Nasdaq Hearing Panel. As of November 26, 2025, the closing price of our common shares on the Nasdaq Capital Market was \$1.23, which is approaching the \$1.00 listing requirement. If we further violate Nasdaq's continued listing requirement, we could be delisted. A delisting would likely have a negative effect on the liquidity and market price of our common shares and may impair your ability to sell or purchase our common shares when you wish to do so.

If Nasdaq delists our common shares from trading on its exchange and we are not able to list our common shares on another national securities exchange, our common shares may be quoted on an over-the-counter market. However, if this were to occur, we could face significant material adverse consequences, including:

- a limited availability of market quotations for our securities;
- reduced liquidity for our securities;
- a determination that our common shares are a "penny stock", which will require brokers trading in such common shares to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our common shares;
- a limited amount of news and analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

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As a result, an investor would likely find it more difficult to trade, or to obtain accurate price quotations for, our securities if our securities are de-listed from Nasdaq. Delisting would likely also reduce the visibility, liquidity and value of our securities, including as a result of reduced institutional investor interest in our company, and may increase the volatility of our securities.

In an effort to maintain compliance with the Minimum Bid Price Requirement, we recently enacted a third reverse stock split. We may need to enact additional reverse stock splits to maintain compliance if we fail to meet the Minimum Bid Price Requirement in the future.

As mentioned above, we enacted a 1-for-15 reverse stock split of our Voting Common Shares on August 22, 2024, and a reverse stock split of 1-for-9 of our Voting Common Shares on October 8, 2024, in an effort to regain compliance with Nasdaq's minimum bid price requirement for continued listing on the Nasdaq Capital Market. Nasdaq Listing Rule 5450(a)(1) which requires listed securities to maintain a minimum bid price of \$1.00 per share (the "Minimum Bid Price Requirement"). To maintain compliance, the closing bid price of our common shares cannot be less \$1.00 per share for 30 consecutive days, otherwise we would be subject to an automatic Nasdaq Hearing Panel which could result in a delisting from the Nasdaq Capital Market. In an effort to maintain compliance with the Minimum Bid Price Requirement, we enacted a third reverse stock split on a 1-for-10 basis on March 31, 2025. The cumulative effect of the three reverse stock splits was 1-for-1,350. While this action was sufficient to ensure that we maintain a minimum bid price for our common shares above \$1.00, there are no assurances that we will maintain such compliance in the future. If we have to enact a fourth reverse stock split to maintain compliance in the future, we may not be able to do so as the Nasdaq may object to such a fourth reverse stock split or we may not have sufficient room for a reverse stock split given other listing requirements such as the minimum number of common shares required to be in circulation and held by the public. Even if we enacted a fourth reverse stock split, the public markets could view any such future reverse stock split negatively, and the per share price of our common shares could be adversely affected.

You may face difficulties in protecting your interests, and your ability to protect your rights through the U.S. federal courts may be limited because we are incorporated under the laws of the Province of Quebec and the majority of our directors and executive officers reside outside the United States.

We are constituted under the laws of the Business Corporations Act (Quebec) (the "Business Corporation Act"), and our executive offices are located outside of the United States in Boisbriand, Quebec. Our officers and the majority of our directors reside outside the United States. As a result, you may have difficulty serving legal process within the United States upon us or any of these persons. You may also have difficulty enforcing, both in and outside of the United States, judgments you may obtain in U.S. courts against us or these persons in any action, including actions based upon the civil liability provisions of U.S. Federal or state securities laws. Furthermore, there is substantial doubt as to the enforceability in Canada against us or against any of our directors and officers who are not residents of the United States, in original actions or in actions for enforcement of judgments of U.S. courts, of liabilities based solely upon the civil liability provisions of the U.S. federal securities laws. In addition, shareholders in Quebec corporations may not have standing to initiate a shareholder derivative action in U.S. federal courts.

As a result, our public shareholders may have more difficulty in protecting their interests through actions against us, our management, our directors or our major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States.

We may lose our foreign private issuer status in the future, which could result in significant additional cost and expense.

While we currently qualify as a foreign private issuer, the determination of foreign private issuer status is made annually based on the last business day of an issuer's most recently completed second fiscal quarter and, accordingly, our next determination will be made based on information as of February 28, 2026. Although we have concluded that we will continue to be a foreign private issuer in our fiscal year starting September 1, 2025, we may lose our foreign private issuer status for the fiscal year starting September 1, 2026 as a result of our acquisition of Nautical Ventures.

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If we cease to be a foreign private issuer, the regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly higher. If we cease to be a foreign private issuer, we will be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive in certain respects than the forms available to a foreign private issuer. We would be required under current SEC rules to prepare our financial statements in accordance with U.S. GAAP, rather than IFRS, and modify certain of our policies to comply with corporate governance practices required of U.S. domestic issuers. Such conversion of our financial statements to U.S. GAAP would involve significant time and cost. In addition, we may lose our ability to rely upon exemptions from certain corporate governance requirements on U.S. stock exchanges (including the Nasdaq Capital Market) that are available to foreign private issuers such as the ones described above and exemptions from procedural requirements related to the solicitation of proxies.

Risks Related to Nautical Ventures

In June 2025, we expanded our business through the acquisition of Nautical Ventures, a business that consists of dealerships that sell boats, boat parts and accessories. The following risks, which are in addition to other risks set out herein, are more specifically related to those operations.

Our success will depend, in part, upon our continued access to financing for inventory.

Our dealership business requires a large inventory to satisfy potential customers with different tastes and price points. We require adequate financing to purchase such inventory. This financing is generally in the form of floor plan financing provided by banks or other lending institutions or from manufacturers of boats and other items that we sell. Of the \$61.5 million in our total liabilities as of August 31, 2025, \$32.5 million consisted of notes payable related to floor plan financing. Access to floor plan financing generally facilitates our ability to increase our inventory. The availability and terms of floor plan financing depends upon:

- our ability to access certain capital markets and to fund operations in a cost-effective manner;
- the performance of our overall credit portfolios;
- the willingness of manufacturers to accept the risks associated with lending to us; and
- our overall creditworthiness.

If floor plan financing were not available to us, our sales and our working capital levels could be adversely affected as we would likely have less models available for sale in our inventory and would likely make less sales.

Our business model entails carrying substantial amounts of debt.

Our subsidiary Nautical Ventures is highly leveraged. The model for Nautical Ventures' dealership business entails incurring a substantial amount of debt for both the purchase of inventory through floor plan financing (for example, as of August 31, 2025, we had \$32.5 million of notes payable related to floor plan financing) and mortgages on certain of the properties on which we have dealerships (for example, as of August 31, 2025, we had \$2 million of long-term debt). Failure to properly service this debt could cause us to sell assets at less than their market value, refinance these debts on unfavorable terms or issue debt and/or equity securities on unfavorable terms. If we were to default on any of this debt, we could incur severe penalties, be prevented from incurring any additional debt, default on unrelated debt, have repayment of outstanding debt accelerated and/or lose any assets (such as inventory or real property) secured by such debt or by court order. Although Nautical Ventures has entered into forbearance agreements with its floor plan lenders, such agreements only provide short-term relief from enforcement actions and the protection they offer is limited to the duration of the forbearance period. Once the forbearance period expires, we could be subject to the enforcement actions described above if we were to default on any of the floor plan loan arrangements.

Our success depends to a significant extent on the well-being, as well as the continued popularity and reputation for quality of the boating products of our manufacturers. The failure to obtain a high quality and desirable mix of competitively priced products that our customers demand could have a material adverse effect on our business, financial condition, and results of operations.

We depend on our manufacturers to provide us with products that compare favorably with competing products in terms of quality, performance, safety, and advanced features, including the latest advances in propulsion and navigation systems. Any adverse change in the production efficiency, product development efforts, technological advancement, expansion of manufacturing footprint, supply chain and third-party suppliers, marketplace acceptance, marketing capabilities, ability to secure adequate access to capital, and financial condition of our manufacturers could have a substantial adverse impact on our business. Any difficulties encountered by any of our manufacturers resulting from economic, financial, supply chain, or other factors could adversely affect the quality and amount of products that they are able to supply to us and the services and support they provide to us.

Any interruption or discontinuance of the operations of the manufacturers that we purchase from could cause us to experience shortfalls, disruptions or delays with respect to needed inventory. An alternate sources to any manufacturer experiencing such difficulties may not be available at the time of any interruption, and alternative products may not be available at comparable quality and price.

We rely on one manufacturer for a substantial portion of our sales

Nautical Ventures relies on one manufacturer for a substantial portion of its revenues. In our fiscal year ended August 31, 2025, the sale of boats from Axopar represented approximately 38% of our net revenues. If our relationships with this manufacturer deteriorated, if it were to experience financial hardship or if it were to cease operations, the price at which we purchase these boats could increase or we might not be able to purchase them at all. Additionally, Axopar manufactures the majority of its boats in Poland. If the current U.S. administration were to impose new tariffs on goods manufactured in Poland (as is currently proposed), the cost to us of these boats could significantly increase. As a result of these factors, our margins could decrease or we may lose sales as a result of an increase in the price at which we sell these goods.

We face intense competition.

We operate in a highly competitive environment. In addition to facing competition generally from recreation businesses seeking to attract consumers' leisure time and discretionary spending dollars, the recreational boat industry itself is highly fragmented, resulting in intense competition for customers, quality products, boat show space, and suitable retail locations. We rely to a certain extent on boat shows to generate sales.

We compete primarily with boat dealers and, with respect to sales of marine parts, accessories, and equipment, with national specialty marine parts and accessories stores, online catalog retailers, sporting goods stores, and mass merchants. Competition among boat dealers is based on the quality of available products, the price and value of the products, and attention to customer service. There is significant competition both within markets we currently serve and in new markets that we may enter. We compete in each of our markets with retailers of brands of boats and engines we do not sell in that market. In addition, several of our competitors, especially those selling marine equipment and accessories, are large national or regional chains that have substantial financial, marketing and other resources. Private sales of used boats represent an additional source of competition.

Due to various matters, including environmental concerns, permitting and zoning requirements, and competition for waterfront real estate, some markets in the United States have experienced an increased waiting list for marina and storage availability. Marine retail activity could be adversely affected in markets that do not have sufficient marine and storage availability to satisfy demand.

Timing of sales and failure to adequately anticipate consumer preference and demand may have an adverse impact on our business.

Forecasting optimal inventory levels is difficult to predict based on, among other things, changes in economic conditions, consumer preferences, delivery of new models from manufacturers, and timing of sales. Failure to adequately anticipate consumer demand and preferences could negatively impact our inventory management strategies, inventory carrying costs, and our operating margins.

Our sales volume and profit margin on each sale may be materially and adversely affected if manufacturers discontinue or change their incentive programs.

We depend on manufacturers of boats, parts and accessories for certain sales incentives, warranties and other programs that are intended to promote and support new sales. Manufacturers routinely modify their incentive programs in response to changing market conditions. Some of the key incentive programs include:

- customer rebates or below market financing on new boats;
- dealer incentives on new boats; and
- warranties on new and used boats.

A reduction or discontinuation of a manufacturer's incentive programs may materially and adversely affect our profitability.

We depend on manufacturers to supply us with sufficient numbers of popular and profitable new models.

Manufacturers typically allocate their boats among dealerships based on the sales history of each dealership. Supplies of popular new boats may be limited by the applicable manufacturer's production capabilities. Popular new boats that are in limited supply typically produce the highest profit margins. We depend on manufacturers to provide us with a desirable mix of popular new boats. Our operating results may be materially adversely affected if we do not obtain a sufficient supply of these boats.

We envision generating significant revenue from the sale of parts and accessories and the provision of services to customers related to boats but will be less likely to do so if we do not sell boats to those customers.

We believe that we can generate a substantial portion of our revenues from our Nautical Ventures locations from the provision of maintenance required to keep a boat operational, safe, and efficient, integration of electronic, mechanical, and software components onto a boat, providing financing services, and selling warranties, parts and accessories. Although we will try to sell these services and products to anyone needing them, it will be easier to sell such services and products to persons who have already purchased a boat from us and as a result have a re-existing relationship. Consequently, any decrease in the number of boats that we are able to sell will likely result in a decrease in the sale of these related services.

We have the option to acquire additional properties, and if the contingent conditions to do so do not occur, we may be prevented from acquiring such properties.

We entered into an Equity Purchase Agreement in June 2025 to acquire Nautical Ventures and its subsidiaries. Initially, we had intended to acquire six pieces of real property that Nautical Ventures owned and from which it operated its business in the transaction, but instead we acquired the option to purchase these properties. This option allows us to acquire the equity of the entities holding the properties or approve a sale of the properties and receive the net proceeds on such sale after selling costs and reimbursement of the respective mortgages. We negotiated for the acquisition of the option to purchase those properties instead of purchasing them outright because the mortgage lender on those properties refused to extend the existing mortgages on those properties beyond the closing of the transaction because the ultimate shareholder of Nautical Ventures would be a non-U.S. entity post-closing. Of the six properties that we initially had an option to purchase, two have been sold subsequent to August 31, 2025 and we received approximately \$3.8 million in net proceeds on the sales. Therefore, we now have the option to purchase four properties if we are able to obtain an alternative source of financing. If we are unable to obtain such financing, we might never exercise our option to acquire these properties. If that were to occur, instead of owning the land on which we conduct our operations, we would lease it and be subject to the risks involved in being a lessee.

We have significant relationships with various third-party warranty insurers and administrators. These third-parties are the obligor of service warranty policies sold to our customers. Additionally, we have agreements in place that allow for future income based on the claims experience on policies sold to our customers.

We sell service warranty policies to our customers issued by various third-party obligors. We receive additional fee income if actual claims are less than the amounts reserved for anticipated claims and the costs of administration and administrator profit.

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A decline in the financial health of any third-party insurer could jeopardize the claims reserves held by the administrator and prevent us from collecting the experience payments anticipated to be earned in future years. While the amount we receive varies annually, the loss of this income could negatively impact our business, results of operations, financial condition and cash flows. Further, the inability of an insurer to honor service warranty claims would likely result in reputational risk to us and might result in claims to cover any default by the insurer.

Changes to trade policies, tariffs, and import/export regulations may have a material adverse effect on our business, financial condition, and results of operations.

Although the products that we manufacture are manufactured in Canada, in our fiscal year ended August 31, 2025, approximately 98% of our sales and rentals occurred in the United States, a percentage we do not expect to change significantly in the near future. Changes in laws and policies governing foreign trade could adversely affect our business. The current U.S. administration has recently implemented tariffs on various countries and products to levels not seen in over 50 years and has imposed and threatened to impose new tariffs on goods manufactured in Canada (like our boats and proposed mass manufacturing of our powertrains). There is uncertainty as to whether the tariffs imposed by the current U.S. administration are permanent, will be increased as a result of retaliatory measures or will be increased unilaterally. Such policy changes and the uncertainty surrounding them may place greater restrictions and economic disincentives on international trade and may have the potential to adversely impact the global and local economies, our industry and global demand for our products and, as a result, could have a material adverse effect on our business, financial condition and results of operations. Specifically, such tariffs could increase the cost of our products to U.S. consumers and increase the cost of our rental boat operations in the United States.

Additionally, approximately 54% of the boats sold by Nautical Ventures in our 2025 fiscal year were manufactured by Axopar. Axopar manufactures the majority of its boats in Poland. If the current U.S. administration were to impose new tariffs on goods manufactured in Poland (as is currently proposed), the cost to us of these boats could significantly increase. This could have a material adverse affect on our expenses as well as the price at which we sell such boats and the number of such boats sold.

We are vulnerable to geographic risk.

In June 2025, we acquired a network of dealerships through our acquisition of Nautical Ventures. Of our approximately \$13.8 million in revenue for the year ended August 31, 2025, approximately \$12.8 million was generated by Nautical Ventures. All of Nautical Ventures physical locations are located in the State of Florida. If Florida were to suffer natural disasters, such as hurricanes, tropical storms, fire or floods, if Florida were otherwise exposed to a regional downturn in its economic condition, or if our competitors in Florida became more successful, our sales and revenues could be materially reduced. Unless we expand our network of dealerships outside of Florida, our geographic risk is concentrated in a regional area instead of being spread nationally or even globally.

The availability of boat insurance is critical to our success.

The ability of our customers to secure reasonably affordable boat insurance that is satisfactory to lenders that finance our customers' purchases is critical to our success. Any difficulty of customers to obtain affordable boat insurance could impede boat sales and adversely affect our business.

Risks Related to our Electric Operations

Prior to June 2025, we exclusively focused our operations on the development and manufacture of our proprietary e-Motion Powertrain, the manufacture of a limited number of electric boats and the rental of electric boats. Although we have expanded our business through the acquisition of Nautical Ventures, we intend to continuing pursuing these operations, especially those related to our e-Motion Powertrain. The following risks, which are in addition to other risks set out herein, are more specifically related to those operations.

Our plan of operations entails promoting a product that we may never launch or which may not be commercially accepted if launched.

We have concentrated the majority of our research and development efforts on developing electric powertrain systems that we intend to rent and sell to Original Equipment Manufacturers (“OEM”) of boats. We expect the electric powertrain systems to represent a significant portion of our revenue in our coming accounting periods. We do not know if OEMs will find our product candidate to be an attractive component in their boats or if they will find the price of our electric powertrains to be acceptable. We do not currently have any significant customers for our electric powertrains. Even if we do develop such relationships with OEMs, we might not be able to maintain them or grow them as anticipated. At the time of our initial public offering, we had expected to begin the commercialization of our electric powertrains in 2020 but were not able to meet that preferred timeline, and we may not meet our new timelines. If we are not successful in commercializing our product or if sales of our electric powertrain are less than we estimate, our business may not grow as expected.

Our future growth depends upon consumers’ willingness to purchase electric powerboats.

Our growth highly depends upon the adoption by consumers of, and we are subject to an elevated risk of any reduced demand for, electric powerboats. Without such growth, sales of our electric powertrain, if any, and our electric boats may not grow at the rate that we anticipate, if such sales grow at all. If the market for electric powerboats does not develop as we expect or develops more slowly than we expect, our business, prospects, financial condition and operating results will be negatively impacted. Despite the long history of electric powerboats, the market for them is relatively new, rapidly evolving, characterized by rapidly changing technologies, price competition, additional competitors, evolving government regulation and industry standards, frequent new electric powerboat announcements and changing consumer demands and behaviors. Powerboats with conventional gas-powered motors may be deemed preferable to electric powerboats as they tend to be more powerful, have a longer range and/or cost less. Other factors that may influence the adoption of electric powerboats include:

- the decline of an electric powerboats range resulting from deterioration over time in the battery’s ability to hold a charge;
- concerns about electric grid capacity and reliability, which could derail our efforts to promote electric powerboats as a practical solution to powerboats which require gasoline;
- improvements in the fuel economy of the internal combustion engine;
- the availability of service for electric powerboats;
- the environmental consciousness of consumers;
- the availability of tax and other governmental incentives to manufacture electric powerboats; and
- increased costs related to tariffs and possible inflation.

Any of the factors described above may cause current or potential customers not to purchase our electric powerboat, which would materially adversely affect our business, operating results, financial condition and prospects.

Our future growth depends upon consumers’ preference for outboard motors.

We envision the majority of our growth deriving from the sale of our electric powertrain for an outboard motor. If consumer preferences lead to a decline in outboard motors, the OEMs we intend to sell our electric powertrain to may produce less electric boats, and we may not be able to sell as many electric powertrains as we anticipate, if we sell any at all. We may not be able to adapt the technology behind this powertrain for inboard motors or may only be able to do so in a way that is not cost effective.

We rely on a limited number of suppliers for key components of our finished products.

Although we manufacture all of our powerboats, we do so by assembling the component parts that we acquire from third-party suppliers rather than by producing any of those component parts ourselves. Likewise, we purchase parts for the assembly of our powertrains rather than manufacture the individual components. We materially depend on some of those third-party suppliers for certain components that we obtain from a limited number of suppliers.

As we purchase our components and parts through purchase orders and informal arrangements rather than long-term purchase agreements, we have not contractually secured a supply chain for these components and parts. Some of our third-party suppliers may experience delays in delivering parts and components for our products. If we experience delays in receiving our supplies from these third-parties, if they significantly increase the cost of these components or if they cease offering us these components, we may have to find new suppliers, which might not be possible on a timely basis, or cease production of the products in which the components are included.

The range of electric powerboats on a single charge declines over time which may negatively influence potential customers' decisions whether to purchase our boats or boats containing our electric powertrains.

The range of electric powerboats on a single charge declines principally as a function of usage, time and charging patterns. For example, a customer's use of their powerboat as well as the frequency with which they charge the battery can result in additional deterioration of the battery's ability to hold a charge. During the lifetime of the lead acid batteries in powerboats, 500 to 1,000 recharge cycles are possible, and our lithium battery pack will retain approximately 85% of its ability to hold its initial charge after approximately 3,000 charge cycles and 8 years, which will result in a decrease to the boat's initial range. Such battery deterioration and the related decrease in range may negatively influence potential customer decisions whether to purchase an electric boat, which may harm our ability to market and sell our boats. Likewise, if such reasoning deters potential customers from purchasing boats made by OEMs that use our electric powertrains, they may order fewer electric powertrains from us, if they ever order any at all.

Developments in alternative technologies or improvements in the internal combustion engine may materially adversely affect the demand for our electric powerboats.

Significant developments in alternative technologies, such as advanced diesel, ethanol, fuel cells or compressed natural gas, or improvements in the fuel economy of the internal combustion engine, may materially and adversely affect our business and prospects in ways we do not currently anticipate. For example, fuel which is abundant and relatively inexpensive in North America, such as compressed natural gas, may emerge as consumers' preferred alternative to petroleum-based propulsion. Any failure by us to develop new or enhanced technologies or processes, or to react to changes in existing technologies, could materially delay our development and introduction of new and enhanced electric powerboats, which could result in the loss of competitiveness of our boats, decreased revenue and a loss of market share to competitors.

If we are unable to keep up with advances in electric powerboat technology, we may lose our competitive position in the industry.

We may be unable to keep up with changes in electric powerboats technology, particularly developments with powertrains. As a result, we may lose our competitive position in the industry. Any failure to keep up with advances in electric powerboat technology could result in a loss of our competitive position which would materially and adversely affect our business, prospects, operating results and financial condition. Our research and development efforts may not be sufficient to adapt to changes in electric powerboat technology. As technologies change, we plan to upgrade or adapt our electric powertrain. We would additionally upgrade our boats and introduce new models to take advantage of these changes. However, our technology and boats may not compete effectively with alternative technology or powerboats if we are not able to source and integrate the latest technology. For example, we do not manufacture lead or lithium battery cells, and as a result, we are dependent on suppliers of battery cell technology for our battery packs.

We intend to rely on a third-party for the manufacture of what we envision will become our principal product.

If we are able to commercialize our E-Motion™ electric powertrain system, we intend to use a third-party to mass produce our powertrains. In October 2021, we entered into a Manufacture and Supply Agreement with Linamar Corporation, a provider of manufacturing solutions and a developer of highly engineered products. Under the terms of the agreement, we intend for McLaren Engineering, Linamar’s technology and product development team for its advanced mobility segment, to manufacture and assemble our E-Motion™ technology through testing, parts, tooling development, and designing the union assembly for mass production of our electric powertrain at Linamar’s facility in Canada. If the current U.S. administration implements its threatened significant tariffs on all or select imports from Canada, OEMs located in the United States might not find the post-tariff cost of our powertrains produced at this facility to be sufficiently competitive. Once we have scaled up the production of our electric powertrain, we intend for the Linamar Corporation to produce our electric powertrain for mass commercialization. If Linamar Corporation is unable to satisfactorily manufacture our E-Motion™ powertrains, we will be forced to find a new third-party manufacturer or to produce such powertrains inhouse (with our current facilities we believe that we are limited to producing 300 electric powertrains per year in addition to producing 150 boats per year). Any such change in manufacturers could lead to a delay in our ability to deliver on purchase orders or the loss of such purchase orders, which in turn could adversely affect our revenue or the timing of our revenue.

If we are unable to meet our production and development goals, we may need to change our business plans for our E-Motion powertrains or the timeline in which we expect to carry them out.

Our ability to carry out our business plans for the commercialization of our powertrains depends upon meeting our production and development goals. Delays or failures in meeting these goals could require us to reassess our business plans and the timeline that it will take us to implement those plans. In the past, we have not always met our production and development goals. For example, we expected to manufacture approximately 50 powerboats, and begin commercialization of our electric powertrains in calendar 2023, and we did not meet these goals. If any such delays or failures were to cause a material change to our proposed business plans, such change could result in materially adverse changes in our projected revenues or expenses and could jeopardize the viability of our E-Motion powertrains.

If our suppliers sell us parts or components containing conflict minerals, we may be required at significant expense to find suppliers that do not use conflict minerals.

In 2010, Congress passed the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”) requiring the Securities and Exchange Commission (“SEC”) to issue rules specifically relating to the use of “Conflict Minerals” within manufactured products. Conflict Minerals are currently defined by U.S. Law as tin, tantalum, tungsten and gold (also known as “3TG”) and related derivatives. Within a year of becoming a public company, the SEC rules require any SEC registrant whose commercial products contain any 3TG (“3TG Product”) to determine whether the 3TG in the 3TG Product originated from the Democratic Republic of the Congo (“DRC”) or adjoining countries (collectively, the “DRC Region”) and, if so, whether the 3TG is “conflict free”. “3TG Conflict Free” means that the supply chain is transparent and the 3TG in 3TG Products does not directly or indirectly benefit armed groups responsible for serious human rights abuses in the DRC Region. By enacting this provision, Congress intends to further the humanitarian goal of ending the extremely violent conflict in the DRC Region, which has been partially financed by the exploitation and trade of 3TG originating in the DRC Region.

We may need to expend time and money on determining whether our products contain conflict minerals. To date, we have not conducted such an analysis. If our suppliers use conflict minerals in the production of the parts and components that we purchase from them, we may need to find alternative suppliers. If possible, this may only be possible at significant expense or with material delays in production.

Our software to control our electric powertrain systems contains “open source” software, and any failure to comply with the terms of one or more of these open-source licenses could negatively affect our business.

We use software to control our electric powertrain systems that relies upon “open source” licenses and intend to use such software in the future. Although we do not believe that the open source code we have used imposes any limitations on the use of the software that we have developed, the terms of many open source licenses have not been interpreted by United States or other courts, and there is a risk that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our solutions including requirements that we make available source code for modifications or derivative works we create based upon the open source software or license such modifications or derivative works. In addition to risks related to license requirements, usage of open-source software can lead to greater risks than use of third-party commercial software, as open-source licensors generally do not provide warranties or controls on origin of the software. We cannot be sure that all open source is submitted for approval prior to use in our solutions. In addition, many of the risks associated with use of open source cannot be eliminated, and could, if not properly addressed, negatively affect the performance of our electric powertrains and our business.

We rely on network and information systems and other technologies for our business activities and certain events, such as computer hackings, viruses or other destructive or disruptive software or activities may disrupt our operations, which could have a material adverse effect on our business, financial condition and results of operations.

Network and information systems and other technologies are important to our business activities and operations. Network and information systems-related events, such as computer hackings, cyber threats, security breaches, viruses, or other destructive or disruptive software, process breakdowns or malicious or other activities could result in a disruption of our services and operations or improper disclosure of personal data or confidential information, which could damage our reputation and require us to expend resources to remedy any such breaches. Moreover, the amount and scope of insurance we maintain against losses resulting from any such events or security breaches may not be sufficient to cover our losses or otherwise adequately compensate us for any disruptions to our businesses that may result, and the occurrence of any such events or security breaches could have a material adverse effect on our business and results of operations. The risk of these systems-related events and security breaches occurring has intensified, in part because we maintain certain information necessary to conduct our businesses in digital form stored on cloud servers. While we develop and maintain systems seeking to prevent systems-related events and security breaches from occurring, the development and maintenance of these systems is costly and requires ongoing monitoring and updating as technologies change and efforts to overcome security measures become more sophisticated. Despite these efforts, there can be no assurance that disruptions and security breaches will not occur in the future. Moreover, we may provide certain confidential, proprietary and personal information to third parties in connection with our businesses, and while we obtain assurances that these third parties will protect this information, there is a risk that this information may be compromised. The occurrence of any of such network or information systems-related events or security breaches could have a material adverse effect on our business, financial condition and results of operations.

The unavailability, reduction or elimination of government economic incentives could have a material adverse effect on our business, financial condition, operating results and prospects.

Although we are unaware of substantial governmental economic incentives, such as tax credits and rebates, that customers may receive in connection with the purchase of our products, there are certain governmental regulations whose repeal could affect the desirability of our powerboats. In particular, local and regional restrictions of internal combustion engines on certain waterways, make electric boats an attractive alternative for use in such lakes and rivers. Any reduction, elimination or discriminatory application of such rules because of policy changes or other reasons may result in the diminished competitiveness of electric boats generally. This could materially and adversely affect the growth of our market and our business, prospects, financial condition and operating results.

Our business may be adversely affected by labor and union activities.

None of our employees are currently represented by a labor union. It is common in Quebec for employees of manufacturers of a certain size to belong to a union. Although we do not believe that we are currently of a size where our employees will unionize, were they to do so now or in the future, we would be at risk for higher employee costs and increased risk of work stoppages. We also directly and indirectly depend upon other companies with unionized work forces, such as parts suppliers and trucking and freight companies, and work stoppages or strikes organized by such unions could have a material adverse impact on our business, financial condition or operating results. If a work stoppage occurs among our key suppliers or our network of distributors, it could materially reduce the manufacture and sale of our boats and have a material adverse effect on our business, prospects, operating results or financial condition.

Our ability to meet our manufacturing workforce needs is crucial to our results of operations and future sales and profitability.

We rely on the existence of an available hourly workforce to manufacture our products. We cannot assure you that we will be able to attract and retain qualified employees to meet current or future manufacturing needs at a reasonable cost, or at all. For instance, the demand for skilled employees has increased recently with the low unemployment rates in the regions where we have manufacturing facilities. Also, although none of our employees are currently covered by collective bargaining agreements, we cannot assure you that our employees will not elect to be represented by labor unions in the future. Additionally, competition for qualified employees could require us to pay higher wages to attract a sufficient number of employees. Significant increases in manufacturing workforce costs could materially adversely affect our business, financial condition or results of operations.

Our intellectual property is not fully protected through patents or formal copyright registration. As a result, we do not have the full benefit of patent or copyright laws to prevent others from replicating our products, product candidates and brands.

While we have filed trademark applications with the Canadian Intellectual Property Office and the U.S. Patent and Trademark Office for our logo and the brand name “E-Motion”, we have not yet fully protected our intellectual property rights, particularly for our E-Motion™ powertrain system, through patents or formal copyright or trademark registration. We have currently filed thirteen patent applications with the U.S. Patent and Trademark Office with respect to our E-Motion™ powertrain system and intend to file another 11 patent applications related to this system over the next twelve months. All filed patent applications are currently pending. As we intend to transition into the production of electric powertrains to OEMs, we envision our intellectual property and its security becoming more vital to our future. Until we fully protect our intellectual property through patent, trademarks and registered copyrights, we may not be able to protect our intellectual property and trade secrets or prevent others from independently developing substantially equivalent proprietary information and techniques or from otherwise gaining access to our intellectual property or trade secrets. In such an instance, our competitors could produce products that are nearly identical to ours resulting in us selling less products or generating less revenue from our sales.

Confidentiality agreements with employees and others may not adequately prevent disclosure of trade secrets and other proprietary information.

We rely on trade secrets, know-how and technology, which are not protected by patents, to protect the intellectual property behind our electric powertrain and for the construction of our boats. We do not yet use confidentiality agreements with our collaborators, employees, consultants, outside scientific collaborators and sponsored researchers and other advisors to protect our proprietary technology and processes. We intend to use such agreements in the future, but these agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover trade secrets and proprietary information, and in such cases, we could not assert any trade secret rights against such party. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

Any patent applications that we file may not result in issued patents, which may have a material adverse effect on our ability to prevent others from interfering with our commercialization of our products

We have retained a patent lawyer to begin the process of filing patent applications for up to 24 patents related to our E-Motion™ powertrain system; to date, we have filed thirteen patent applications. The registration and enforcement of patents involves complex legal and factual questions and the breadth and effectiveness of patented claims is uncertain. If we file patent applications in connection with our electric outboard powertrain systems or other matters, we cannot be certain that we will be first to file patent applications on those or other inventions, nor can we be certain that such patent applications will result in issued patents or that any of our issued patents will afford sufficient protection against someone creating competing products, or as a defensive portfolio against a competitor who claims that we are infringing its patents. In addition, patent applications filed in foreign countries are subject to laws, rules and procedures that differ from those of the United States, and thus we cannot be certain that foreign patent applications, if any, will result in issued patents in those foreign jurisdictions or that such patents can be effectively enforced, even if they relate to patents issued in the United States.

We have limited registered trademarks for our products and trade names

We have submitted applications for registered trademarks for our name and some of our brands, and, while such applications have been granted, not all of our brands currently have registered trademark protection. Any future trademark applications that we file with a relevant governmental authority for brand names/logos might not be approved. Failure to obtain such approval could limit our ability to use the brand names/logos in those territories or lead our products to be confused with, and/or tarnished by, competing products. Even if appropriate applications were made and approved, third parties may oppose or otherwise challenge such applications or registrations.

We may need to defend ourselves against patent or trademark infringement claims, which may be time-consuming and would cause us to incur substantial costs.

The status of the protection of our intellectual property is unsettled as we do not have any patents, limited trademarks or registered copyrights. We have yet to apply for protection for at least twelve components of intellectual property for which we intend to file patent applications, and we operate under the names “Nautical Ventures Group” and “Aquazone” without trademark protection. Companies, organizations or individuals, including our competitors, may hold or obtain patents, trademarks or other proprietary rights that would prevent, limit or interfere with our ability to make, use, develop, sell or market our powerboats and electric powertrains or use third-party components, which could make it more difficult for us to operate our business. From time to time, we may receive communications from third parties that allege our products or components thereof are covered by their patents or trademarks or other intellectual property rights. Companies holding patents or other intellectual property rights may bring suits alleging infringement of such rights or otherwise assert their rights. If we are determined to have infringed upon a third party’s intellectual property rights, we may be required to do one or more of the following:

- cease making, using, selling or offering to sell processes, goods or services that incorporate or use the third-party intellectual property;
- pay substantial damages;
- seek a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms or at all;
- redesign our boats or other goods or services to avoid infringing the third-party intellectual property;
- establish and maintain alternative branding for our products and services; or
- find-third providers of any part or service that is the subject of the intellectual property claim.

In the event of a successful claim of infringement against us and our failure or inability to obtain a license to the infringed technology or other intellectual property right, our business, prospects, operating results and financial condition could be materially adversely affected. In addition, any litigation or claims, whether or not valid, could result in substantial costs, negative publicity and diversion of resources and management attention.

Risks Related to our Common Shares

The market price and liquidity of our common shares may be volatile and may fluctuate in a way that is disproportionate to our operating performance.

Our common shares began trading on the Nasdaq Capital Market in November 2020. From the date of the start of our fiscal year ended August 31, 2025 to the date hereof, the highest closing price of our common shares on the Nasdaq Capital Market was \$21,114.00 and the lowest closing price was \$1.10. Additionally, the liquidity of our common shares may decrease, meaning that the demand for the purchase of our shares may not be at a level that allows for your sale at a desirable price or even the then market price if you wish to sell your common shares. The market value of our common shares and their liquidity will continue to fluctuate due to the impact of any or all of the following factors:

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- sales or potential sales of substantial amounts of our common shares;
- announcements about us or our competitors;
- litigation and other developments relating to our proprietary rights or those of our competitors;
- conditions in the marine product industry;
- governmental regulation and legislation;
- variations in our anticipated or actual operating results;
- change in securities analysts' estimates of our performance, or our failure to meet analysts' expectations;
- change in general economic trends; and
- investor perception of our industry or our prospects.

You may experience immediate and substantial dilution as a result of future equity offerings.

In the future, we may issue our authorized but previously unissued equity securities, resulting in the dilution of the ownership interests of our shareholders as well as the net tangible book value per common share. We may issue additional common shares or other securities that are convertible into or exercisable for common shares in order to raise additional capital, or in connection with hiring or retaining employees, directors, or consultants, or in connection with future acquisitions of licenses to technology or diagnostic tests in connection with future business acquisitions, or for other business purposes. The future issuance of any such additional common shares or other securities, including those underlying the warrants and options we have issued and granted, would dilute the voting power of our shareholders, could dilute the net tangible book value per share at the time of such future issuance and may create downward pressure on the trading price of our common shares.

We may also issue preferred shares having rights, preferences, and privileges senior to the rights of our common shares with respect to dividends, rights to share in distributions of our assets if we liquidate our company or voting rights. Any preferred shares may also be convertible into common shares on terms that would be dilutive to holders of common shares.

We do not intend to pay dividends, and there will thus be fewer ways in which you are able to make a gain on your investment.

We have never paid any cash or stock dividends, and we do not intend to pay any dividends for the foreseeable future. To the extent that we require additional funding currently not provided for in our financing plan, our funding sources may prohibit the payment of any dividends. Because we do not intend to declare dividends, any gain on your investment will need to result from an appreciation in the price of our common shares. There will therefore be fewer ways in which you are able to make a gain on your investment.

FINRA sales practice requirements may limit your ability to buy and sell our common shares, which could depress the price of our shares.

The Financial Industry Regulatory Authority ("FINRA") rules require broker-dealers to have reasonable grounds for believing that an investment is suitable for a customer before recommending that investment to the customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status and investment objectives, among other things. Under interpretations of these rules, FINRA believes that there is a high probability such speculative low-priced securities will not be suitable for at least some customers. Thus, FINRA requirements may make it more difficult for broker-dealers to recommend that their customers buy our common shares, which may limit your ability to buy and sell our shares, have an adverse effect on the market for our shares and, thereby, depress their market prices.

Volatility in our common shares price may subject us to securities litigation.

The market for our common shares may have, when compared to seasoned issuers, significant price volatility, and we expect that our share price may continue to be more volatile than that of a seasoned issuer for the indefinite future. In the past, plaintiffs have often initiated securities class action litigation against a company following periods of volatility in the market price of its securities. We may, in the future, be the target of similar litigation. Securities litigation could result in substantial costs and liabilities and could divert management's attention and resources.

We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to United States domestic public companies.

We are a foreign private issuer within the meaning of the rules under the Exchange Act. As such, we are exempt from certain provisions applicable to United States domestic public companies. For example:

- we are not required to provide as many Exchange Act reports, or as frequently, as a domestic public company;
- for interim reporting, we are permitted to comply solely with our home country requirements, which are less rigorous than the rules that apply to domestic public companies;
- we are not required to provide the same level of disclosure on certain issues, such as executive compensation;
- we are exempt from provisions of Regulation FD aimed at preventing issuers from making selective disclosures of material information;
- we are not required to comply with the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act; and
- we are not required to comply with Section 16 of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and establishing insider liability for profits realized from any "short-swing" trading transaction.

Our shareholders may not have access to certain information they may deem important and are accustomed to receiving from U.S. reporting companies.

Additionally, if we fail to retain our status as a foreign private issuer, we will be required to report as a domestic issuer in the United States. Such a requirement would require us, among other matters, to report our financial statements in U.S. generally accepted accounting principles. Such an adjustment would require significant cost and would require our management to adapt to such U.S. domestic reporting standards with which they are not fully experienced. We anticipate that we will cease being a foreign private issuer as of September 1, 2026.

As an "emerging growth company" under applicable law, we will be subject to lessened disclosure requirements. Such reduced disclosure may make our common shares less attractive to investors.

For as long as we remain an "emerging growth company", as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), we will elect to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies", including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. Because of these lessened regulatory requirements, our shareholders would be left without information or rights available to shareholders of more mature companies. If some investors find our common shares less attractive as a result, there may be a less active trading market for such securities and their market prices may be more volatile.

We incur significant costs as a result of being a public company, which costs will grow after we cease to qualify as an “emerging growth company.”

We incur significant legal, accounting and other expenses as a public company that we did not incur as a private company. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC and the Nasdaq Capital Market, impose various requirements on the corporate governance practices of public companies. We are an “emerging growth company,” as defined in the JOBS Act and we anticipate that we will cease being an emerging growth company on September 1, 2026. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 in the assessment of the emerging growth company’s internal control over financial reporting and permission to delay adopting new or revised accounting standards until such time as those standards apply to private companies.

Compliance with these rules and regulations increases our legal and financial compliance costs and makes some corporate activities more time-consuming and costly. After we are no longer an emerging growth company, we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 and the other rules and regulations of the SEC. For example, as a public company, we have been required to increase the number of independent directors and adopt policies regarding internal controls and disclosure controls and procedures. We have incurred additional costs in obtaining director and officer liability insurance. In addition, we incur additional costs associated with our public company reporting requirements. It may also be more difficult for us to find qualified persons to serve on our Board of Directors or as executive officers. We are currently evaluating and monitoring developments with respect to these rules and regulations, and we cannot predict or estimate with any degree of certainty the amount of additional costs we may incur or the timing of such costs.

If we are, or were to become, a passive foreign investment company (a “PFIC”) for U.S. federal income tax purposes, U.S. investors in the offered securities would be subject to certain adverse U.S. federal income tax consequences.

In general, a non-U.S. corporation will be a PFIC for any taxable year if (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the average quarterly value of its assets consists of assets that produce, or are held for the production of, passive income. We do not expect to be a PFIC for our current taxable year or in the foreseeable future. However, there can be no assurance that we will not be considered a PFIC for any taxable year. If we were a PFIC for any taxable year during which a U.S. investor held any offered securities, such investor would be subject to certain adverse U.S. federal income tax consequences, such as ineligibility for any preferred tax rates on capital gains or on actual or deemed dividends, an additional interest charge on certain taxes treated as deferred, and additional reporting requirements under U.S. federal income tax laws and regulations. If we are characterized as a PFIC, a U.S. investor may be able to make a “mark-to-market” election with respect to the offered securities that would alleviate some of the adverse consequences of PFIC status. Although U.S. tax rules also permit a U.S. investor to make a “qualified electing fund” election with respect to the shares of a non-U.S. corporation that is a PFIC if the non-U.S. corporation provides certain information to its investors, we do not currently intend to provide the information that would be necessary for a U.S. investor to make a valid “qualified electing fund” election with respect to the offered securities.

ITEM 4. INFORMATION ON THE COMPANY

A. History and development of the Company

We were incorporated pursuant to the Business Corporations Act (Quebec) on August 27, 2012. Until June 23, 2025, our principal activity was the design, development and manufacturing of electric outboard powertrain systems and power boats and the renting of electric boats. On June 23, 2025, we acquired Nautical Ventures and with locations in Florida for the sale of boats, parts and accessories and the provision of related services.

We have three wholly-owned subsidiaries and nine indirectly wholly-owned subsidiaries.

Our registered agent in the United States is CorpoMax Inc. The address of the Company’s registered agent in the United States is 2915 Ogletown Road, Newark, DE 19713.

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Our principal executive offices are located at 730 Boulevard du Curé-Boivin, Boisbriand, Quebec J7G 2A7, Canada. Our phone number is 450-951-7009. The SEC maintains an Internet site that contains reports, proxy information statements and other information regarding issuers that file electronically with the SEC. The address of that site is <http://www.sec.gov>. Our website address is <https://visionmarinetechologies.com>. Information contained in, or that can be accessed through, our website is not a part of, and shall not be incorporated by reference into, this annual report. We have included our website address in this annual report solely as an inactive textual reference.

Business Overview

Our operations are focused on providing goods and services related to the recreational boating market. Prior to June 2025, we focused exclusively on the design, development and manufacturing of electric outboard powertrain systems and electric power boats and the renting of electric boats. In June 2025, we acquired Nautical Ventures, which currently has eight locations in Florida for the sale of boats, parts and accessories and the provision of related services. We set out below a description of these different operations.

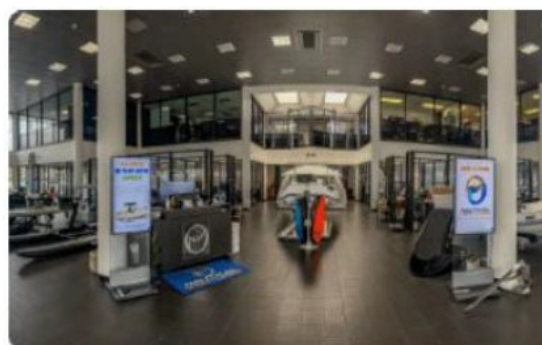
Nautical Ventures' Operations

In June 2025, we acquired Nautical Ventures which sells boats, parts and accessories and offers services related to recreational boating. Nautical Ventures has eight locations in Florida, consisting of four dealerships, a marina, a yacht tender service and a kayak rental. Despite the acquisition of Nautical Ventures having occurred in the past two and one-half months of our fiscal 2025, revenue from Nautical Ventures represented approximately 92.8% of our total revenue for our 2025 fiscal year. These operations represented approximately 65.2% of our total assets on August 31, 2025.

The bulk of Nautical Ventures revenues for the year ended December 31, 2024 and the three months ended March 31, 2025 (approximately 89% and 90%, respectively) was derived from the sale of boats from third-party manufacturers, the majority of which were manufactured by Axopar Boats Oy ("Axopar"). The remainder of Nautical Ventures revenues for those periods was primarily derived from the sale of boat parts and "water toys" (such as kayaks, stand-up paddleboards, and electric personal watercraft), the provision of services and dockage fees.

Boat Sales

Nautical Ventures is primarily focused on the sale of recreational boats including both those with internal combustion engines and with electric propulsion. Nautical Ventures sells boats through its dealerships in Ft. Lauderdale, Sarasota, Palm Beach, Tampa Bay and Pensacola, two of which locations are waterfront dealerships. We are proud that in February 2025, Boating Industry magazine listed Nautical Ventures as number one in its ranking of the top 100 U.S. dealerships.



Fort Lauderdale dealership

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Nautical Ventures has translated its experience with sales, servicing the customer and knowledge of the region in which it operates into annual sales of near or over \$100 million in its past two full calendar years. With just under two and one-half months of operations in our 2025 fiscal year, the sale of boats by Nautical Ventures accounted for approximately 80.5% of all of our revenue in our 2025 fiscal year.

Although, Nautical Ventures sells both new and used boats, the sale of new boats respectively accounted for approximately 79.7% and 81.9% of Nautical Ventures' revenues in the year ended December 31, 2024 and the three months ended March 31, 2025, respectively. In particular, Nautical Ventures has had success in selling new models of boats manufactured by Axopar with such models accounting for approximately 51% of Nautical Ventures' revenues in the 2024 calendar year.

The sale of used boats accounted for approximately 6.7% and 8.5% of Nautical Ventures revenues in the year ended December 31, 2024 fiscal and the three months ended March 31, 2025, respectively. We sell used versions of the new makes and models we offer and used boats of other makes and models generally taken as trade-ins. Our used boat sales depend on our ability to source a supply of high-quality used boats at attractive prices. We acquire a large portion of our used boat inventory through customer trade-ins. We strive to increase our used boat business through the availability of quality used boat trade-ins generated from our new boat sales efforts, which are well-maintained through our service initiatives. Additionally, substantially all of our used boat inventory is posted on our digital properties, which expands the awareness and availability of our products to a large audience of boating enthusiasts.

We believe that Vision Marine's experience with electric boats enhances the ability of the network of dealerships provided by Nautical Ventures to sell electric boats. We envision the increased sale of electric boats by Nautical ventures to include both boats manufactured by us as well as those manufactured by third parties.

Other

In addition to selling boats, Nautical Ventures generates revenue by providing services for boat owners, selling parts needed for the maintenance of boats owned by our customers, selling of water toys (such as inflatable and rideable toys) and renting kayaks, paddleboards and pontoons. With just under two and one-half months of operations in our 2025 fiscal year, these other revenue sources from Nautical Ventures accounted for approximately 12.2% of all of our revenue in our 2025 fiscal year

We believe that we can expand revenue from products and services related to boats through the Nautical Ventures network. In particular, we are pursuing efforts to expand our electric integration services in Florida to combine various components, including the electric motor, battery system, charging system, and control systems, to create a functional and efficient electric propulsion system and to increase revenue derived from the provision of financing and warranty opportunities.

Floor Plan Financing

We finance most of our new and some of our used boat inventory through standardized floor plan facilities with various financial institutions, manufacturer-affiliated finance companies and other lending institutions. The new and used boat floor plan facilities bear interest at variable rates based on either the secured overnight financing rate or prime rates. The weighted average interest rate on floor plan facilities was 9.7% as of August 31, 2025. The new and used boat floor plan facilities are collateralized by boat inventory and other assets.

The vehicle floor plan facilities contain a number of covenants, including, among others, covenants restricting Nautical Ventures with respect to the creation of liens and changes in ownership, officers and key management personnel. Nautical Ventures was not compliant with covenants of its floor plan due to a change of ownership when Nautical Ventures Group purchased 86% of the shares held by a founding shareholder in 2023. In addition, Nautical Ventures was not compliant with the covenant requiring threshold debt service coverage ratios due to the reduced margins throughout 2024 caused by excessive dealer inventory levels, fierce competition and high floor plan interest triggering technical defaults with 5 of its lenders, namely:

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- Wells Fargo Commercial Finance
- Bank of Montreal (BMO)
- Valley National Bank
- Shore Premier/Centennial Bank
- Northpoint Commercial Finance

In June 2025 all of the above lenders, except for Wells Fargo Commercial Finance, consented to the change of ownership and signed Forbearance Agreements. The floor plan owed to Wells Fargo Commercial Finance in the amount of \$1,907,751 was assumed by one of the Company's suppliers, Beneteau Group.

The balance on all floor plan financings as of August 31, 2025 was \$32,511,664.

Our Legacy Electric Focused Operations

We design and manufacture electric outboard powertrain systems, power boats, and related technology and rent electric boats. These operations represented approximately 34.8% of our total assets on August 31, 2025. Although the operations of Nautical Ventures are included in less than two and one-half months of our fiscal 2025, these operations accounted for approximately 7.2% of our total revenue for the year ended August 31, 2025.

Our legacy operations related to electric boats primarily focus on the development of our electric outboard powertrain system that we believe is significantly more efficient and powerful than those currently being offered in the market today. In particular, we have recorded powertrain efficiencies of more than 96%, well above the 54% efficiency that we recorded for our principal competitor's product. Increases in powertrain efficiency allow for more power and range, both of which are highly desirable characteristics for consumers in the marketplace. Although our primary focus is on electric outboard powertrain technology, we will continue to design, manufacture and sell our high-performance, fully-electric boats to commercial and retail customers.

We have developed our first fully-electric outboard powertrain system that combines an advanced battery pack, inverter, high-efficiency motor with proprietary union assembly between the transmission and the electric motor design and extensive control software. Our technologies used in this powertrain system are designed to improve the efficiency of the outboard powertrain and, as a result, increase range and performance. We believe our approach in marketing and selling our powertrain technology to boat designers and manufacturers will enable us to leverage their distribution and servicing systems with minimal capital outlay. We expect our core intellectual property contained within our outboard electric powertrain systems to form the foundation for our future growth and for such systems to represent the majority of our revenue. In our 2025 fiscal year, we generated approximately \$57 thousand in revenue from the sale of our powertrains.

We continue to manufacture hand-crafted, highly durable, low maintenance, environmentally-friendly electric recreational powerboats. In our last three fiscal years, we manufactured 20, 45 and 46 powerboats, respectively. We sell powerboats to retail customers and operators of rental fleets of powerboats through which we seek to build brand awareness. We intend to continue to build brand awareness by partnering with marina operators to offer rental fleets of electric boats. We conduct our transactions directly to customers through our website or through a network of marinas, distributors and show rooms.

In our fiscal year 2021, we expanded our business to include rentals of electric powerboats by acquiring EB Rental, Ltd., an entity that rents electric boats in Newport Beach, California. Since that time, we added two more locations: one in Ventura, California which is held by EB Rental Ventura Corp. and one in Palm Beach, Florida which is held by EBR Palm Beach Inc. We plan on opening another rental operation in Dania Beach, Florida. In addition to generating revenues from the rental of our powerboats, our rental locations build brand awareness and act as an open-water showroom for potential buyers. On April 25, 2024, we sold EB Rental, Ltd. for \$794,616 in order to partially finance patent applications for our electric outboard powertrain systems.

Our Electric Outboard Powertrain Systems



A powertrain system is a vehicle's infrastructure that converts energy into movement. In an electric boat, that infrastructure starts at the battery pack, continues with an inverter, goes to the motor and ends with the propeller. Electric powertrains have less moving parts than powertrains for boats with an internal combustion engine and, as a result, tend to break less and require less complex servicing.

The efficiency of a powertrain system determines the range of a boat on a single battery charge and the speed at which the boat operates. We find existing electric powertrain systems unsatisfactory because of their insufficient yields and limited power range. In 2015, we decided to research technology to take advantage of this vacuum and develop an in-house system, relying on existing third-party components where possible. We noted the need for innovation in the following areas:

- optimizing the electric motor to improve efficiency and range by customizing the power to the motor from different battery suppliers;
- developing optimization software that reads and calibrates the controller to suit the current use of the outboard electric powertrain system;
- using appropriate components, including the battery;
- customizing gears and propellers to a boat's specifications. We have recorded the efficiency of our principal competitor's electric powertrain system as 54%, meaning that only 54% of the power leaving the battery pack reached the propeller, although their technology may have improved since that recording. Our proprietary union and direct transmission system allow our prototype powertrains to have an efficiency of 96% which provides a competitive advantage over current electric outboard motors. We have also chosen a propeller design which when combined with the efficiencies obtained using our proprietary union and transmission system, provides optimal results; and;
- developing an innovative controller, in particular, one that:
 - improves control over thermal overheating and thus protects the electric powertrain system;

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- incorporates a dual electrical and mechanical cooling system allowing for a better performance of the electric powertrain system;
- detects possible operating problems (for example cavitation); and
- reduces jolts and noise.

Our electric powertrain is designed to have 180 hp (horsepower) and 236 Lb. ft at 96% load. Furthermore, the electric powertrain system will be liquid cooled as compared to air cooled.

In October 2021, we entered into a Manufacture and Supply Agreement with Linamar Corporation, a provider of manufacturing solutions and a developer of highly engineered products. Under the terms of the agreement, we intend for McLaren Engineering, Linamar's technology and product development team for its advanced mobility segment, to manufacture and assemble our E-Motion™ technology through testing, parts, tooling development, and designing the union assembly for mass production of our electric powertrain at Linamar's facility in Canada.

Once we have scaled up the production of our electric powertrain, we intend for the Linamar Corporation to produce our electric powertrain for mass commercialization. Although we believe that we can produce up to 300 electric powertrains per year in our current facilities in addition to producing 150 boats per year, we believe that contracting out the production of the electric powertrains will allow us to dedicate more time and resources to the development of additional electric powertrains.

The production of our electric powertrains will consist of assembling components from third parties, including battery packs, inverters and high-efficiency motors. We intend to use advanced batteries primarily from two suppliers, Octillion and Neogy, but as we are able to use a wide range of batteries we could use other suppliers. We will source the inverters from UQM (Danfoss Editron) and motors from UQM (Danfoss Editron).

In January 2022, we announced our partnership with Octillion to develop a customized high voltage 35 KW high density battery. Octillion will manufacture a new advanced electric battery system, "Polar 35" to power our E-Motion™ outboard powertrain. The configuration of the battery pack is smaller than that of a typical fuel tank, which in turn makes it easier to custom fit in virtually any boat.

During that same period, we partnered with Nextfour Solutions Ltd. to further develop a customized multifunctional display to be integrated within our E-Motion™ 180 fully electric powertrain system.

In February 2022, we partnered with Weismann Marine, LLC to design and develop a lower unit (or gearcase) assembly. We partnered with Hellecat Powerboats to include our outboard powertrain in the boat that achieved a world record speed of 109 mph for an all-electric boat in 2022.

Our electric powertrains are controlled by control software developed in house. We have used open-source software code to develop our own battery management system software that will be tailored to regulate the power from the battery pack to the electric motor and its related systems.

In August 2023, our outboard powertrain was included in the boat that broke our previously held world record speed for an all-electric boat when it achieved a speed of 116 mph. In October 2023, we announced the delivery of our E-Motion™ Electric Powertrain Technology to Groupe Beneteau, Four Winns to be the inaugural electric motors integrated on the proposed Four Winns H2e Bowrider. As of the date hereof, we have not made any sales of our electric motors to Four Winns.

In September 2024, we launched the E-Motion™ 180e inboard electric motor system. Delivering a continuous 180hp at the propeller, this new system opens an important market segment for us, significantly expanding the range of vessels that can benefit from its advanced electric propulsion technology. Following development and testing, this inboard system incorporates 95% of the components from the E-Motion™ outboard powertrain system, so that the outboard motor system can relay performance of the inboard system. We believe that this integration allows us to extend our offerings within the electric marine sector, positioning us to meet the growing demand for electric propulsion solutions in both outboard and inboard applications.

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On December 8, 2024, the Company announced a strategic partnership with Armada Pontoons, a renowned manufacturer of high-quality pontoon boats based in Quebec, Canada. This collaboration introduces a new electric pontoon boat design to meet the growing demand for eco-friendly, regulation-compliant, and competitively priced boating solutions for North America's vast network of lakes.

On January 9, 2025, the Company announced the establishment of a production line for custom cooling plates in partnership with Calip Group, a leader in high-tech welding processes. Under this collaboration, Calip Group will supply components that enhance the thermal management of the Company's high-voltage (HV) marine battery packs. These custom cooling plates are specifically tailored to meet the stringent demands of marine applications, with production slated to begin in 2025.

On February 27, 2025, the Company announced the signing of a three-year exclusive supply agreement with MS Marine GmbH ("STERK"). This agreement positions the Company to become the sole provider of electric propulsion systems for STERK boats and grants the Company the exclusive global distribution rights for electric-powered STERK vessels with the Company's electric propulsion systems. As of the date hereof, we have not made any sales of our electric propulsion systems to STERK.

On April 16, 2025, the Company, along with MS Marine GmbH, announced the successful completion of internal hull optimization in the latter's STERK brand of vessels. The joint engineering effort focused on refining the internal hull layout of STERK vessels to securely house the Company's E-Motion™ Electric Powertrain System.

On June 11, 2025, the Company announced the expansion of its partnership with Octillion Power Systems, a U.S.-based lithium-ion battery manufacturer, to produce high-voltage battery packs dedicated exclusively to the American market. Under the terms of the agreement, Octillion Power Systems will assemble the Company's new proprietary 45.36 kWh battery packs at its facility in Nevada, aiding in fast, cost-efficient distribution across North America. These batteries are designed to support both the Company's OEM integrations and consumer-facing electric boat offerings, delivering increased power, extended range, and improved performance, while reducing total system cost and simplifying logistics.

On June 18, 2025, announced that its E-Motion™ Electric Powertrain System has been approved for inclusion in California's Clean Off-Road Equipment ("CORE") Voucher Incentive Project. The voucher approval grants the Company's propulsion kits eligibility for point-of-sale vouchers of up to \$170,000 per unit, substantially reducing the cost of adopting electric propulsion for organizations modernizing their electric fleets.

On August 28, 2025, the Company announced the launch of a dedicated electric boating division within Nautical Ventures to provide customers with a complete EV-focused experience, encompassing sales, service, after-sales support, events, and a growing lineup of electric toys and watersports products.

On September 15, 2025, the Company announced a strategic partnership with Hydrofin, a U.S. company specializing in patented hydrofoil systems for pontoons. Through its Nautical Ventures dealership network, the Company will integrate Hydrofin's hydrofoil technology into its pontoon lineup. Hydrofin's systems are engineered to lift pontoons partially out of the water, reducing drag and improving speed, range, and ride comfort. This makes them an especially valuable complement to the Company's E-Motion™ Electric Powertrain System, where optimized efficiency directly translates to longer run-times and enhanced performance.

On September 26, 2025, the Company announced a strategic non-binding initiative with Port de Plaisance La Ronde to develop a technological and commercial hub dedicated to experience electric boating and activities on Île Sainte-Hélène, in Montreal and near Montréal-Trudeau International Airport. The project calls for the creation of an electric boating hub, bringing together a sales and distribution center, a technical and commercial training platform, and an expertise center to foster the adoption of electric propulsion in the marine industry.

On September 29, 2025, the Company announced the execution of a distribution agreement with Taiga Motors Inc. to serve as the exclusive dealer and authorized service provider for Taiga's electric personal watercraft in major Florida markets. Under the agreement, Nautical Ventures will have exclusive rights to distribute Taiga Motors Inc.'s electric personal watercraft across key Florida counties, including Miami-Dade, Broward, Palm Beach, and Hillsborough.

On September 30, 2025, the Company announced the world debut of the first dual application of the E-Motion™ Electric Powertrain System in partnership with STERK. The Sterk 31e dual integration expands the Company's portfolio of 24 completed integrations of the E-Motion™ Electric Powertrain System across multiple recreational boating platforms, underscoring its unmatched expertise.

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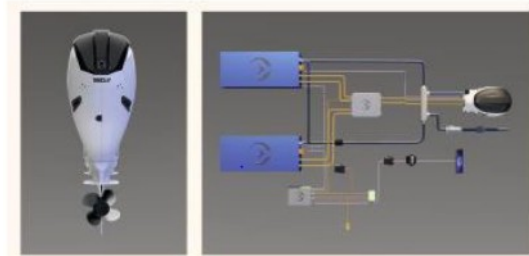
On November 5, 2025, the Company announced the selection of BRP Electrification Engineering Services to provide targeted resources to help advance performance and accelerate next-generation development within the Company's propulsion platform. The engagement complements the Company's leadership in marine-specific electrification with additional innovation capabilities that expand its long-term roadmap.

We have filed thirteen patent applications with respect to our electric outboard powertrain system and plan on another eleven patent applications related to this innovation in the near future.

Specifications of our First Outboard Electric Powertrain

We have developed our first fully-electric outboard powertrain system that combines an advanced battery pack, inverter, high-efficiency motor with proprietary union assembly between the transmission and the electric motor design and extensive control software. We set out below the current specifications of this outboard electric powertrain.

Maximum power	180 HP, 135 kW
Max torque	250 ft.lb, 340 Nm
Voltage	650 V
Efficiency	96%
Weight	413 Lbs., 188 kg
Lithium Battery	43 kW
Shaft Length	S - XL
Cooling	Water
Control	Can bus



Our Powerboats

We manufacture seven models of electric powerboats. Each model is available in different standard variations or may be customized according to a purchaser's specifications. In our last three fiscal years, we manufactured 20, 45 and 46, respectively. Our revenue from the sale of these electric powerboats amount to \$739 thousand in our 2025 fiscal year.



For each of our boats, our consumers are able to customize certain aspects including color (for the hull, striping, interior and deck), radio and covers and other storage options. In addition, there are customizations that are just available for some boat models, including propulsion and batteries.

V30 Electric Pontoon



The V30 electric pontoon is powered by our 180 HP E-Motion™ electric powertrain. With a length of 30 feet, the V24 electric powertrain is designed to carry up to 12 people. The starting retail price for the V24 electric pontoon is about \$140,000. We began offering this boat in 2025.

V24 Electric Pontoon



The V24 electric pontoon is powered by our 180 HP E-Motion™ electric powertrain. With a length of just under 25 feet, the V24 electric powertrain is designed to carry up to 12 people. The starting retail price for the V24 electric pontoon is about \$100,000. We began offering this boat in 2025.

V17 Electric Pontoon



The V17 electric pontoon has a length of 17 feet and is designed to carry up to 8 people. The starting retail price for the V17 electric pontoon is about \$33,000.

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VX Electric Pontoon



The VX electric pontoon has a length of over 17 feet and is designed to carry up to 10 people. The starting retail price for the VX electric pontoon is about \$53,000.

Volt 180



Reaching speeds of up to approximately 6 miles per hour, the Volt 180 is a boat that can be used for various watersports. In addition to the customizations that are available for each of our boats, purchasers may customize the Volt 180 by choosing among various options including the power of the motor (available in 2, 3, 6 and 10 kilowatts), accessories (fish rod holder, depth finder and anchor) and other options (including bumper, types of canopies and a premium sound system).

Fantail 217



We designed the Fantail 217 with a view towards relaxation rather than speed. The Fantail 217 starts at \$34,995, seats up to ten people and has a maximum speed of approximately 10 miles per hour. In addition to the customizations that are available for each of our boats, purchasers may customize the Fantail 217 by choosing among various options including the type of motor (Torqeedo Salt Water, E-Tech, Min-Kota or E-Propulsion), number of batteries (up to eight), type of canopy (aluminum, stainless steel or fiberglass) and other options (including night navigation light, a double horn and bottom paint).

Phantom



We designed the Phantom specifically for the boat rental market. The Phantom starts at \$14,995 for the hull only, seats up to ten passengers and reaches a top speed approximately 5 miles per hour. The Phantom is made out of plastic and is US Coast Guard approved. We launched the Phantom in our 2023 fiscal year.

Sales

We envision that if we are able to mass produce our electric powertrains, a significant of our revenue will be generated from the sale of our electric powertrains. In fiscal 2025, we made the first sale of our E-Motion™ Electric Powertrain System and generated \$57 thousand from such sales. Although we have received non-binding letters of intent from OEMs for the purchase of such powertrains, such letters may never result in any actual sales. The projected sales price for future sales of our electric outboard powertrain system will depend on the number of batteries used and where it is sold. For the European market, we anticipate that the systems with Neogy batteries will sell for \$60,000 for a one-battery system, \$85,000 for a two-battery system and \$115,000 for a three-battery system. For the U.S. market, we anticipate that the systems with Octillion batteries will sell for \$45,000 for a one-battery system, \$65,000 for a two-battery system and \$85,000 for a three-battery system.

Rentals

In our fiscal year 2021, we expanded our business to include rentals of electric powerboats at one location in Newport Beach, California. In April 2023, we opened our second electric boat rental operation in Portside Ventura, California, and in December 2023, we opened our third electric boat rental operation in Palm Beach, Florida. In April 2024, we sold our electric boat rental operations located in Newport Beach, California, to Stratégies EB Inc. for \$794,616. At the time of the sale, Stratégies EB Inc. was a related party because its controlling shareholder was a member of management of EB Rental, Ltd. prior to its sale. The sale of our rental operations in Newport Beach, California has significantly decreased the size of our rental operations. We are currently in the process of opening a new electric boat rental facility in Dania Beach, Florida.

The electric boat rental business currently has a fleet of approximately 8 powerboats. Rental rates range from \$75 per hour to \$215 per hour, plus a booking fee, with a minimum booking of two hours. Once a powerboat in our fleet has over 200 hours of sailing time, we offer the powerboat for sale to the public. In our 2025 fiscal year, our rental business represented approximately 1% of total revenue.

Suppliers

The supplies that we require for the sale of products by Nautical Ventures, the design and manufacture of our electric powertrains and the manufacture of our boats differ. As a result, we set out below a brief description of each of those operations.

Nautical Ventures

Nautical Ventures sources its products through a strategic network of domestic and international manufacturers and distributors.

Key elements of the sourcing process include:

- **Direct Manufacturer Relationships:** Nautical Ventures works directly with a wide range of industry-leading manufacturers and brands that enables competitive pricing, product consistency, and early access to new product lines;
- **Exclusive and Authorized Dealerships:** Nautical Ventures holds exclusive or authorized dealership rights for several top-tier marine brands, ensuring access to genuine products and manufacturer support;
- **Global and Domestic Supply Chain:** Products are sourced both internationally and domestically, depending on availability, product category, and logistics feasibility; and
- **Strategic Vendor Partnerships:** Long-standing vendor relationships are maintained through performance reviews, regular negotiations, and mutual planning for inventory and promotional alignment.

Nautical Ventures relies on one manufacturer for a substantial portion of its revenues. In the year ended December 31, 2024, the sale of boats from Axopar represented approximately 51% of Nautical Ventures net revenues.

Electric Powertrains

The most significant parts and components we intend to use in manufacturing our electric powertrains are:

- engines – we rely on two suppliers of engines, Danfoss and E-Propulsion;
- lithium-ion batteries – we purchase 100% of our lithium-ion batteries from Neogy who in turn rely upon Samsung cells. We have an agreement with Octillion Power Systems to provide marine specific batteries to power the E-Motion™ powertrains;
- inverter – we intend to source our inverters from Danfoss; and
- smart navigation system – we intend to rely on our partnership with Nextfour to develop a multifunctional display to be integrated with our E-Motion™ powertrains.

Electric Boats

Although we manufacture all of our electric boats, we do so by assembling the component parts that we acquire from third-party suppliers rather than by producing any of those component parts ourselves. Some of these parts and components are manufactured to our specifications (such as hulls and motors) while others are bought “off the shelf” (such as batteries and canopies). We do not maintain long-term contracts with preferred suppliers, but instead rely on informal arrangements and off-the-shelf purchases. We materially depend on some of those third-party suppliers for certain components that we obtain from a limited number of suppliers.

The most significant parts and components used in manufacturing our boats are:

- engines – we use one supplier of engines, E-Propulsion (for the Quietude, the Fantail 217 and the Volt 180) in addition to our use of our E-Motion™ for the Volt;
- lithium-ion batteries – we source duplicate suppliers for our lithium-ion batteries, including Neogy and Octillion and believe that we could source batteries at a similar price from the market were these suppliers unable to meet our demand; and
- hulls – we purchase all of our hulls from Manunor Inc.

General

We have not experienced any material shortages in any of our product parts or components. As a result of the COVID-19 pandemic and recent tariff uncertainty, some of our third-party suppliers experienced delays in delivering our product parts and components in a timely manner and fluctuations in price for these supplies is a possibility if raw material pricing increases. Temporary shortages, when they do occur, usually involve manufacturers of these products adjusting model mix, introducing new product lines, or limiting production in response to an industry-wide reduction in boat demand, or in finding persons able to deliver the parts and components in a timely manner.

As we do not produce any of the parts of components of the third-party boats that we sell, our electric powertrains or the electric powerboats that we manufacture, we do not materially use, or intend to use, any raw materials in their production. The manufacturers of the parts and components that we use, however, do use raw materials, including resins, fiberglass, hydrocarbon feedstocks, steel and various minerals, especially in the production of the engines and batteries that we use. We do not control how these third parties source the raw materials that they use, and we may suffer production delays if such third parties do not have access to all of the raw materials that they need or source conflict minerals in violation of applicable regulations.

Industry Overview

Recreational Boating

In North America, 75 million people go boating every year, according to the U.S. Coast Guard, with approximately 11.8 million recreational vessels registered with the U.S. Coast Guard in 2020. The U.S. recreational boating industry generated approximately \$57.7 billion in retail sales in calendar 2023, according to the National Marine Manufacturers Association (“NMMA”). Retail sales within this industry include sales of new and used recreational boats; marine products, such as engines, trailers, parts, and accessories; and related boating expenditures, such as fuel, insurance, docking, storage, and repairs. The recreational boat retail market remains highly fragmented with little consolidation having occurred to date and consists of numerous boat retailers, many of which are small companies owned by individuals that operate in a single market and provide varying degrees of merchandising, professional management, and customer service.

Outboard Motor Market

An outboard motor is a propulsion system for boats, consisting of a self-contained unit that includes engine, gearbox and propeller or jet drive, designed to be affixed to the outside of the boat. As well as providing propulsion, outboards provide steering control, as they are designed to pivot over their mountings and thus control the direction of thrust. Outboard motors tend to be found on smaller watercraft as it is more efficient for larger boats to have an inboard system. Although outboard engines powered by fossil fuels have traditionally dominated this market and continue to do so, electric outboard motors are a relatively new phenomenon that have been growing in step with the growth in the electric boat market.

According to the NMMA, after reaching record highs in 2022, sales of outboard engines in the United States (which includes outboard motors) surpassed \$10.5 billion and is expected to grow by 5% (CAGR) by 2032. Consumer demand for higher-performance engines continued to trend upward in 2020, with double digit gains in sales for engines with 200 and greater horsepower. Engines with between 200 and 300 horsepower accounted for 27% of all sales of outboard engines.

Although many recreational boats can be powered by outboard or inboard motors, many consumers prefer outboard motors. Among the reasons for their preference are that, unlike inboard motors, outboard motors can be easily removed for storage or repairs, they provide more room in the boat as they are attached to the transom outside of the boat, they tend to have a shallower draft and they can be more easily replaced in the event the motor no longer works or a desire to upgrade to a higher horsepower.

There are many manufacturers of outboard motors. Some of these manufacturers are subsidiaries of massive global conglomerates, like Yamaha, Bombardier and Suzuki, that have more resources and experience in the market than we do. Others are relatively new startups, like us, that may be more nimble and adaptive to changes in the outboard motor market than we will be. We deem our biggest competitor in the electric outboard motor market to be Torqeedo.

Competitive Advantages & Operational Strengths

The recreational boating industry is highly competitive. Competition affects our ability to succeed in the markets we currently serve and new markets that we may enter in the future. In addition to facing competition generally from recreation businesses seeking to attract consumers' leisure time and discretionary spending dollars, the recreational boating industry itself is highly fragmented, resulting in intense competition for customers, quality products, boat show space, and suitable retail locations.

Many of our current and potential competitors have significantly greater financial, technical, manufacturing, marketing and other resources than we do and may be able to devote greater resources to the sale of recreational boats, parts and accessories and related services as well as to the design, development, manufacturing, distribution, promotion, sale and support of their products. Many of our competitors have more extensive customer bases and broader customer and industry relationships, including with third-party manufacturers, than we do. In addition, many of these companies have longer operating histories and greater name recognition than we do. Our competitors may be in a stronger position to respond quickly to new technologies and may be able to design, develop, market and sell their products more effectively.

Many dealerships offer a wider range of financing options on the boats they sell and also have the ability to market boats at a substantial discount, provided that the boats are financed through their affiliated financing company. We offer some forms of financing on our boats, but the lack of more financing options and the absence of customary boat discounts could put us at a competitive disadvantage.

Nautical Ventures

Our operations run by Nautical Ventures compete primarily with single- and limited-location boat dealers and regional and national dealerships. With respect to sales of marine parts, accessories, and equipment, these operations compete with national specialty marine parts and accessories stores, online catalog retailers, sporting goods stores, and mass merchants. Competition among boat dealers is based on the quality of available products, the price and value of the products, and attention to customer service. There is significant competition both within markets we currently serve and in new markets that we may enter. We compete in each of our markets with retailers of brands of boats and engines we do not sell in that market. In addition, several of our competitors, especially those selling marine equipment and accessories, are large national or regional chains that have substantial financial, marketing and other resources. Private sales of used boats represent an additional source of competition. Due to various matters, including environmental concerns, permitting and zoning requirements, and competition for waterfront real estate, some markets in the United States face intense competition for suitable marina and storage availability.

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We believe that the following factors will enable our Nautical Ventures operations to successfully compete:

- *Proven retail experience:* Nautical Ventures team has demonstrated it has the ability generate revenue through the sale of products and services. In each of its past three fiscal years, it has generated net sales of over or almost \$100 million. The hiring and maintenance of a motivated salesforce and the training it receives separate us from our competitors, and
- *Product selection:* We offer a competitive selection of brands and exclusive products in select markets to reach potential customers with different tastes and price points;
- *Reputation:* We have developed a strong brand and recognition in the areas in which we operate through our years of operation. Customer satisfaction helps drive repeat business and customer referrals; and
- *Locations:* We select the locations our dealerships and other operations because of their strategic high visibility geographic positioning.

Electric Powertrains

In the development and production of our electric powertrains, we face competition from manufacturers of:

- electric powertrain systems that sell to OEMs;
- traditional fossil fuel-powered recreational powerboats in general; and
- electric recreational powerboats in particular.

We intend to sell our electric powertrains to OEMs for use in their boats as well as direct to consumers through the distribution channels available through Nautical Ventures. We are currently aware of one company (Torqeedo) that produces electric powertrains for OEMs, and as a result we believe that there is a viable and meaningful market opportunity in this market for us. Although, we believe that our electric powertrain systems are more efficient and powerful than current offerings on the market, our competitors, including Torqeedo, may have greater resources than we do and OEMs may find their designs or price to be more attractive than ours. Even if we produce electric powertrains and sell them to OEMs, other competitors may enter the field or the OEMs may decide to produce their own powertrains and cease purchasing ours.

We believe that our experience, production capability, product offering and management give us the ability to successfully operate in the recreational electric powerboat market in a way that our competitors cannot. In particular, we believe that we have a number of competitive advantages, including:

- *technological innovation:* we have demonstrated our capacity to develop our own products through research and development by introducing the Volt 180, which currently holds the speed record for a certified electric boat. We believe that the technological design of our electric powertrain will provide efficiency at a price that our competitors will not be able to match.
- *product performance:* the efficiency of our powertrain systems provides the boats they are in greater speed and range, results that are magnified when combined with our ultra-hydrodynamic hull designs.
- *product price:* we have not priced our first powertrain system yet but intend to do so in a way that is competitive for its performance.
- *management expertise:* our founders have extensive experience in offshore power boating and are aware of what is required by customers in regard to power and efficiency of outboard electric powertrain systems. The inherent reputation of our management team over 25 years has built our brand for quality and technologically advanced products.

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We might not be able to compete successfully in our market. If our competitors introduce new powertrains, powerboats or services that compete with or surpass the quality, price or performance of our powertrains, powerboats or services, we may be unable to satisfy existing customers or attract new customers at the prices and levels that would allow us to generate attractive rates of return on our investment. Increased competition could result in price reductions and revenue shortfalls, loss of customers and loss of market share, which could harm our business, prospects, financial condition and operating results.

Strategy

We are a vertically integrated marine company focused on delivering a superior on-water experience through innovative propulsion systems and a multi-brand retail strategy. Our operations span the design and industrialization of high-voltage electric powertrain systems, the development of electric boats, and the retail distribution of both electric and internal combustion engine (ICE) boats.

Following the acquisition of Nautical Ventures, a top-performing boat dealership network with nine locations across Florida, we have significantly expanded our access to retail customers. Through Nautical Ventures, we now offer a wide portfolio of leading recreational boat brands and models, giving us the ability to meet a broad spectrum of consumer demand, from entry-level boats to high-performance vessels. This footprint not only enables direct-to-consumer sales but also allows us to embed electric models within an established sales pipeline traditionally centered on ICE products, accelerating mainstream adoption of our electric offerings.

We also continue to sell electric boats directly to commercial fleet operators and boat rental businesses, which serve as high-visibility testbeds for our propulsion technology. These installations contribute to brand awareness, generate recurring fleet sales, and allow new consumers to experience electric boating firsthand.

Nautical Ventures further provides an immediate, scalable service infrastructure. Several locations are equipped or will be upgraded to support electric boat service bays, giving Vision Marine the ability to offer after-sale support for our E-Motion™ propulsion systems and electric boat fleet. This creates a full-cycle ownership experience for electric boat customers, from purchase to service, and enhances our value proposition in the retail environment.

At the same time, we continue to make our marine-specific electric propulsion systems available to boat manufacturers through direct engagement. Our E-Motion™ powertrains are engineered for seamless integration by OEMs, allowing them to electrify existing platforms while maintaining design and performance standards. We market these systems through trade shows, prototype demonstrations, and targeted outreach to selected manufacturers.

We believe that combining a controlled retail network with a technology integration strategy positions us to scale efficiently, maintain visibility over the customer journey, and foster broader market adoption of electric propulsion. We will continue to invest in research and development, operational efficiency, and our service infrastructure to meet the growing demand across both recreational and commercial marine segments.

Design and Manufacturing

We believe that our electric outboard powertrain systems are significantly more efficient and powerful than those currently being offered in the market today. In particular, we have recorded powertrain efficiencies of more than 96%, well above the 54% efficiency that we recorded for our principal competitor's product. Increases in powertrain efficiency allow for more power and range, both of which are highly desirable characteristics for consumers in the marketplace. Although our primary focus is on electric outboard powertrain technology, we will continue to design, manufacture and sell our high-performance, fully-electric boats to commercial and retail customers. According to Allied Market Research, the global electric boat market will reach \$16.6 billion in 2031 up significantly from \$5 billion in 2021, growing at a compound annual growth rate of 12.9% from 2022 to 2031.

We have developed our first fully-electric outboard powertrain system that combines an advanced battery pack, inverter, high-efficiency motor with proprietary union assembly between the transmission and the electric motor design and extensive control software. Our technologies used in this powertrain system are designed to improve the efficiency of the outboard powertrain and, as a result, increase range and performance. We believe our approach in marketing and selling our powertrain technology to boat designers and manufacturers will enable us to leverage their distribution and servicing systems with minimal capital outlay. We expect our core intellectual property contained within our outboard electric powertrain systems to form the foundation for our future growth and for such systems to represent the majority of our revenue.

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We continue to manufacture hand-crafted, highly durable, low maintenance, environmentally-friendly electric recreational powerboats. In our last two fiscal years 2025 and 2024, we manufactured 20 and 45 powerboats, respectively. We sell powerboats to retail customers and operators of rental fleets of powerboats through which we seek to build brand awareness. We intend to continue to build brand awareness by partnering with marina operators to offer rental fleets of electric boats. We conduct our transactions directly to customers through our website or through a network of marinas, distributors and show rooms.

Marketing

Vision Marine – Electric Propulsion Marketing Strategy

OEM-Focused Promotion

Vision Marine markets its E-Motion™ high-voltage electric propulsion systems through a targeted B2B strategy. This includes participation in major industry trade shows, private demonstrations, and direct engagement with OEM engineering and procurement teams. The system has already been integrated onto a wide range of recreational boats, including pontoons, center consoles, bowriders (runabouts), catamarans, and double console boats. These real-world integrations enable Vision Marine to present validated performance data and practical use cases to potential partners.

Consumer Access Through Nautical Ventures

With the acquisition of Nautical Ventures, Vision Marine now benefits from direct-to-consumer access. Existing manufacturer production agreements and OEM partnerships allow certain models to be offered with either internal combustion or E-Motion™ electric propulsion. This integrated distribution channel enhances Vision Marine’s ability to introduce electric alternatives to end users at the point of sale, supported by on-site education and product comparison opportunities.

Rental and Demonstration Platforms

Vision Marine’s rental and fleet operations act as high-frequency demonstration environments. These programs expose thousands of boaters annually to electric propulsion firsthand and generate qualified leads across both retail and commercial fleet segments. This consumer exposure supports awareness, education, and conversion while reinforcing product reliability.

Forward Strategy and Growth Outlook

Looking ahead, Vision Marine intends to accelerate electric propulsion adoption by focusing on four key marketing priorities: (1) expanding OEM integration through facilitated retail and technical access, (2) enhancing consumer education at the point of sale and during use, (3) driving revenue through dedicated electric propulsion installation services, and (4) becoming the reference in electric marine servicing to build long-term consumer confidence in aftermarket support. These initiatives are designed to strengthen Vision Marine’s leadership position in high-voltage marine electrification, support the broader ecosystem of E-Motion™ deployments, and enable scalable, recurring value across both OEM and retail channels.

Nautical Ventures – Multi-Brand Retail Marketing Strategy

Retail Network and Physical Activation

Nautical Ventures is an award-winning dealership network with eight locations across Florida—the highest-volume recreational boating market in the United States. The company operates waterfront showrooms and managed marinas in high-traffic areas and holds exclusive regional rights for several boat brands. This infrastructure enables in-person marketing through demos, events, and showroom-based activations.

Digital Marketing and Lead Generation

In addition to physical locations, Nautical Ventures manages centralized digital campaigns, including paid search advertising, SEO, social media, and email outreach. These digital initiatives are designed to drive traffic, capture leads, and support the full customer journey—from initial inquiry to sale.

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Marine Accessories and Water Toys

Nautical Ventures also markets a wide range of marine accessories and recreational watercraft, including kayaks, paddleboards, inflatables, tenders, and other water toys. These product categories enhance customer engagement and create cross-selling opportunities that reinforce Nautical Ventures' position as a full-service marine retailer.

Boat Shows and Seasonal Marketing

The dealership maintains a strong presence at major U.S. and international boat shows, providing exposure for both ICE and electric product offerings. Seasonal campaigns are also tailored to Florida's unique boating calendar, optimizing regional timing for sales activity.

Forward Strategy: Financing, Services, and Recurring Revenue

Strategic Focus on Value-Added Services

Following the acquisition of Nautical Ventures, Vision Marine intends to expand its consumer offering to include enhanced financing, insurance, and after-sale service programs. While these initiatives are not yet fully operational, the existing infrastructure positions the combined entity to develop recurring revenue streams over time. Plans include the introduction of extended warranties, service subscriptions, and electric propulsion maintenance plans, which will be marketed through both digital and in-store channels.

Together, Vision Marine and Nautical Ventures represent a vertically integrated marine platform with the potential to drive growth across both propulsion and retail channels, while enabling future expansion into services and consumer financing.

Sales and Service Model

We operate a multi-channel sales and service structure across three distinct product categories: (1) high-voltage E-Motion™ electric powertrain systems, (2) internal combustion engine (ICE) boats distributed through Nautical Ventures, and (3) low-horsepower electric boats sold directly or through dealers. Our approach is designed to ensure tailored customer support and scalable service capabilities across both recreational and commercial marine applications.

1. E-Motion™ Powertrain Systems

We commercialize our proprietary high-voltage electric outboard powertrain systems through three avenues:

- **OEM Integrations:** If we sell to boat manufacturers (OEMs), the powertrain will be integrated into their platforms and distributed through their own dealer networks. In these cases, the OEM will be responsible for end-customer service. Vision Marine will provide training, documentation, and ongoing technical support to enable OEM service teams to be equipped to maintain and troubleshoot our systems.
- **Third-Party Integrations with Dealer Distribution:** For customers purchasing boats from a third-party manufacturer or dealer who integrates our E-Motion™ system, Vision Marine offers after-sale service through designated Nautical Ventures service bays. These installations are being equipped and staffed to handle electric propulsion diagnostics, maintenance, and upgrades, providing localized service coverage for integrated units.
- **Direct-to-Consumer Sales:** In cases where customers select an E-Motion™ system to be installed on a new boat at the point of purchase—either through our network or by working with boat builders—Vision Marine facilitates installation and ongoing support. Service is delivered through Nautical Ventures locations or participating marina partners trained to support our systems, ensuring coverage for consumers who choose our technology independently of an OEM agreement.

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2. Internal Combustion Engine (ICE) Boats

We sell a wide portfolio of ICE-powered recreational boats through Nautical Ventures' Florida-based retail locations. These boats are supported through the Nautical Ventures service departments, which are certified to perform warranty and routine maintenance as per each manufacturer's program. Our teams coordinate with manufacturers to promote high standards of post-sale support and customer care.

3. Low-Horsepower Electric Boats

Vision Marine also produces and sells a line of low-voltage electric boats, including tenders and compact cruisers, marketed through both the Vision Marine website and Nautical Ventures locations. These boats are supported either directly by our technical team in Quebec or through our dealership service centers, depending on location and warranty terms.

This structured, multi-tiered service model enables Vision Marine to meet the diverse needs of our customer base, while leveraging our growing footprint to ensure technical coverage, training, and long-term customer satisfaction across electric and ICE segments.

Government Regulation

Our operations are subject to extensive and frequently changing federal, state, provincial, local and foreign laws and regulations, including those concerning product safety, environmental protection and occupational health and safety. We believe that our operations and products are in compliance with these regulatory requirements. Historically, the cost of achieving and maintaining compliance with applicable laws and regulations has not been material. However, future costs and expenses required for us to comply with such laws and regulations, including any new or modified regulatory requirements, or an inability to address newly discovered environmental conditions could have a material adverse effect on our business, financial condition, operating results, or cash flows.

The regulatory programs that impact our business include the following:

Regulations on Hazardous Materials

As with boat dealerships generally, and parts and service operations in particular, our business involves the use, handling, storage, and contracting for recycling or disposal of hazardous or toxic substances or wastes, including environmentally sensitive materials, such as motor oil, waste motor oil and filters, transmission fluid, antifreeze, freon, waste paint and lacquer thinner, batteries, solvents, lubricants, degreasing agents, gasoline, and diesel fuels. Accordingly, we are subject to regulation by federal, state, and local authorities establishing requirements for the use, management, handling, and disposal of these materials and health and environmental quality standards, and liability related thereto, and providing penalties for violations of those standards. We are also subject to laws, ordinances, and regulations governing investigation and remediation of contamination at facilities we operate to which we send hazardous or toxic substances or wastes for treatment, recycling, or disposal.

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Certain materials used in our manufacturing, including the resins used in production of our boats, are toxic, flammable, corrosive, or reactive and are classified by the federal, state and provincial governments as “hazardous materials.” Control of these substances is regulated by the Environmental Protection Agency (EPA) and state pollution control agencies under the Federal Resource Conservation and Recovery Act, and related state programs in the United States, and by Environment and Climate Change Canada and Health Canada and provincial pollution control agencies under the Canadian Environmental Protection Act, 1999 (“CEPA”) and related provincial legislation in Canada. Storage of these materials must be maintained in appropriately labeled and monitored containers, and disposal of wastes requires completion of detailed waste manifests and recordkeeping requirements. Any failure by us to properly store or dispose of our hazardous materials could result in liability, including fines, penalties, or obligations to investigate and remediate any contamination originating from our operations.

Certain of our facilities own and operate underground storage tanks (“USTs”) and above ground storage tanks (“ASTs”) for the storage of various petroleum products. The USTs and ASTs are generally subject to federal, state, and local laws and regulations that require testing and upgrading of tanks and remediation of contaminated soils and groundwater resulting from leaking tanks. In addition, if leakage from Company-owned or operated tanks migrates onto the property of others, we may be subject to civil liability to third parties for remediation costs or other damages.

The United States Clean Air Act and the Canadian Environmental Protection Act

The United States Clean Air Act (the “CAA”) and CEPA and corresponding state and provincial rules regulate emissions of air pollutants. Because our manufacturing operations involve molding and coating of fiberglass materials, which involves the emission of certain volatile organic compounds, hazardous air pollutants, and particulate matter, we are required to comply with Canadian federal and provincial environmental protection regulations. The hulls used in our products are all manufactured by third parties. The additional cost of complying with these regulations has increased our cost to purchase hulls and, accordingly, has increased the cost to manufacture our products.

In addition to the regulation of our manufacturing operations, the EPA has adopted regulations stipulating that many marine propulsion engines meet certain air emission standards. The engines used in our products and those of third-party manufacturers that we sell, all of which are manufactured by third parties, are warranted by the manufacturers to be in compliance with the EPA’s emission standards. Furthermore, the engines used in our products must comply with the applicable emission standards under the CEPA and corresponding provincial legislation. The additional cost of complying with these regulations has increased our cost to purchase the engines and, accordingly, has increased the cost to manufacture our products.

If we are not able to pass these additional costs along to our customers, it may have a negative impact on our business and financial condition.

Boat Manufacturing Standards

As a manufacturer of small vessels established in Canada, we are required to ensure that:

- our boats comply with all the applicable construction requirements of Part 7 of the Small Vessel Regulations (Canada) and Transport Canada’s Construction Standards for Small Vessels (TP 1332E);
- for each boat, a Declaration of Conformity is produced to Transport Canada in accordance with Part 8 of the Small Vessel Regulations (Canada) stating that the boat meets all the construction requirements and that a Compliance Notice is attached to the boat; and
- each boat is marked with a Hull Serial Number (HIN) (also known as a Hull Identification Number) in accordance with Part 9 of the Small Vessel Regulations (Canada).

Boat Safety Standards

The powerboats that we manufacture and those that we sell from third-party manufacturers must be manufactured to meet the standards of certification in the jurisdictions in which they are used or to which they are imported. This means that our powerboats must meet the standards of certification required by the U.S. Coast Guard and the Canadian Coast Guard in Canada and they must be certified to meet the European Union's imported manufactured products standards in the European Union. These certifications specify standards for the design and construction of powerboats. We believe that all of the boats that we manufacture and/or sell meet these standards.

Safety of recreational boats in the United States is subject to federal regulation under the Boat Safety Act of 1971, which requires boat manufacturers to recall products for replacement of parts or components that have demonstrated defects affecting safety. Any recall of our boats, third-party boats that we sell or of the components in any of these boats or could result in large expenditures and tarnish our brand.

Labor regulations

The Act respecting occupational health and safety (Quebec) and the regulations made thereunder impose standards of conduct for and regulate workplace safety, including limits on the amount of emissions to which an employee may be exposed without the need for respiratory protection or upgraded plant ventilation. Our facilities are subject to inspection by Canadian, Quebec and local agencies and departments. We believe that our facilities comply in all material aspects with these regulations. We have made a considerable investment in safety awareness programs and provide ongoing safety training for all of our employees.

Our operations in the United States are governed by a patchwork of federal, state and local laws regarding workplace matters including safety, wages and unionization rights. For example, the Occupational Safety and Health Act 1994 imposes a duty on us to ensure, so far as is practicable, the safety, health and welfare at work of our employees in the United States. To date, we have not received notice from any regulatory authority of any material violations of workplace regulations.

Licensing Regulations

Certain U.S. states have required or are considering requiring a license in order to operate a recreational boat. While such licensing requirements are not expected to be unduly restrictive, regulations may decrease our pool of potential customers or discourage potential first-time buyers, thereby limiting future sales, which could adversely affect our business, financial condition, and results of operations.

Research and Development

We invest significant sums on research and development expenses to improve the products that we manufacture. For example, in the years ended August 31, 2025 and 2024, we respectively spent \$1,183,963 and \$2,013,775 on research and development. The majority of this research and development expense was incurred on the development and fine tuning of our E-Motion™ electric powertrain technology.

Seasonality

Our current operating results are subject to annual and seasonal fluctuations resulting from a variety of factors, including:

- seasonal variations in retail demand for boats, with a significant majority of sales occurring during peak boating season;
- product mix, which is driven by boat model mix and higher option order rates; while sales of all our boats generate comparable margins, sales of larger boats and boats with optional content produce higher absolute profits;
- inclement weather, which can affect production at our manufacturing facilities as well as consumer demand, particularly for rentals;
- competition from other recreational boat retailers and manufacturers; and
- general economic conditions.

If we are able to sell our electric powertrains to OEMS, we do not envision that such sales will be seasonal. As building a boat is a time-consuming process, we expect that OEMs will build their boats and increase their inventory even in those seasons where sales are generally lower in preparation for the seasons of higher sales.

Legal Proceedings

Apart from the matters below, we are not involved in, or aware of, any material legal or administrative proceedings contemplated or threatened by any governmental authority or any other party.

- In October 2024, a fire at our marina that began while employees were servicing a boat injured five employees, one fatally. In connection with this accident,
 - (i) the estate of the deceased employee filed a lawsuit seeking discovery. This matter was voluntarily dismissed without prejudice on May 2, 2025. We filed a motion to dismiss the initial claim, which was granted;
 - (ii) we have been named as a defendant in a suit seeking recovery for damages and lost income from the owner of a trailer damaged in the accident; and
 - (iii) we are negotiating with the Occupational Safety and Health Administration for the settlement of claims concerning alleged workplace safety violations
- On November 4, 2025, Clairitec S.A.S., a French-based supplier of battery chargers to the Company, advised that it had filed a Notice of Civil Claim with the Commercial Tribunal of Bordeaux, France. The Claim alleges breach of contract, by the Company, of the supply contract it had entered with Clairitec S.A.S. on or about June 23, 2023, for the development and supply of battery chargers (the "Claim"). The stated amount of the Claim is €398,050.

As of the date of this report, no director, officer or affiliate is a party adverse to us in any legal proceeding or has an adverse interest to us in any legal proceeding.

Intellectual Property

We regard our trademarks, patents, and technological know-how, proprietary technologies and other intellectual properties as critical to our success and competitiveness. We rely on a combination of patent and trademark law, trade secret protection, confidentiality agreements with employees and contractual restrictions on intellectual property and confidentiality clauses in our agreements with third parties to protect our intellectual property rights. In addition, under the agreements we enter into with our employees and consultants, they acknowledge that the intellectual property made by them in connection with their employment or consultancy with us is our property. We also regularly monitor any infringement or misappropriation of our intellectual property rights. We do not know whether any of our patent applications will result in the issuance of patents or whether the examination process will require us to narrow our claims. Even if granted, these pending patent applications might not provide us with adequate protection.

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Patents

Below is a table, with footnotes, that includes our United States patent applications as of November 28, 2025:

Property No.	Patent title	Application Number and Filing Date	Application Type	Jurisdiction	Ownership Status ⁽¹⁾
1.	Cryptographic Authentication of Components In An Electric Vessel	18/644,961 filed April 24, 2024	Non-Provisional	United States	Vision Marine Technologies
2.	Controlling A Cooling System Water Intake Pump of An Electric Marine Vessel	18/650,274 filed April 30, 2024	Non-Provisional	United States	Vision Marine Technologies
3.	Implementing A Torque Fuse in An Electric Marine Propulsion System	18/656,061 filed May 6, 2024	Non-Provisional	United States	Vision Marine Technologies
4.	Battery Pack for An Electric Marine Vessel	18/664,377 filed May 15, 2024	Non-Provisional	United States	Vision Marine Technologies
5.	Responding To Detecting An Error Associated With One Or More Powertrain Components Of An Electric Vessel	18/679,675 filed May 31, 2024	Non-Provisional	United States	Vision Marine Technologies
6.	Authenticating Powertrain Components Of An Electric Vessel By A Battery Management Controller	19/018,281 filed January 13, 2025	Non-Provisional	United States	Vision Marine Technologies
7.	Enhancing Safety In An Electric Marine Vessel Using Independent Fault Detection Loops In A Power Distribution Unit	19/037,500 filed January 27, 2025	Non-Provisional	United States	Vision Marine Technologies
8.	Distributed Control System Architecture For An Electric Marine Vessel	19/046,708 filed February 6, 2025	Non-Provisional	United States	Vision Marine Technologies
9.	Outboard power control unit for controlling An electric motor of an outboard engine	19/060,907 filed February 24, 2025	Non-Provisional	United States	Vision Marine Technologies
10.	Adaptive Control Of A Water Pump In A Marine Propulsion System	19/074,527 filed March 10, 2025	Non-Provisional	United States	Vision Marine Technologies
11.	Establishing Secure Communication Between An Interface Device And Control Systems Of An Electric Marine Vessel	19/173,006 filed April 8, 2025	Non-Provisional	United States	Vision Marine Technologies
12.	Overload Protection For A Cooling Pump Motor In An Electric Marine Vessel	19/200,778 filed May 7, 2025	Non-Provisional	United States	Vision Marine Technologies
13.	Retrofit Cooling-Inlet Assembly For A Lower Unit Of An Electric Outboard Engine	19/377,877 filed November 3, 2025	Non-Provisional	United States	Vision Marine Technologies

⁽¹⁾ The inventor of each of the five properties, Mr. Xavier Montagne, until July 2025 an executive officer of our company, has assigned each property to us pursuant to duly filed Notices of Recordation of Assignment with the United States Patent and Trademark Office.

Trademarks

We filed trademark applications with the Canadian Intellectual Property Office and the U.S. Patent and Trademark Office for our logo and the brand name “E-Motion”. We operate under the trade name “VISION MARINE TECHNOLOGIES”, but neither this name nor any of the names of the models of our boats are currently registered trademarks.

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This annual report contains references to trademarks and service marks belonging to other entities. Solely for convenience, trademarks and trade names referred to in this annual report may appear without the ® or TM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent possible under applicable law, our rights to these trademarks and trade names. We do not intend our use or display of other companies' trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

We own or have filed the following United States trademark applications as of November 28, 2025, as noted below:

No.	Trademark	Owner	Country / Region	Application Number (s)	Application Date	Registration Number(s)	Registration Date	Notes
1.	E-MOTION	Vision Marine Technologies Inc.	United States	90714884	May 17, 2021	7215701	November 14, 2023	
2.	PUGBOATS	Vision Marine Technologies Inc.	United States	98110317	July 31, 2023	-	-	Application suspended on April 17, 2024
3.	VISION MARINE	Vision Marine Technologies Inc.	United States	90008528	June 18, 2020		-	

We own or have filed the following Canadian trademark applications as of November 28, 2025, as noted below:

No.	Trademark	Owner	Country / Region	Application Number (s)	Application Date	Registration Number(s)	Registration Date
1.	E-MOTION	Vision Marine Technologies Inc.	Canada	2106213	May 12, 2021	TMA1179146	May 10, 2023
2.	PUGBOATS	Vision Marine Technologies Inc.	Canada	2270151	July 18, 2023	-	-
3.	VISION MARINE TECHNOLOGIES SINCE 1995	Vision Marine Technologies Inc.	Canada	2033133	June 10, 2020	-	-
4.	VISION MARINE	Vision Marine Technologies Inc.	Canada	2033134	June 10, 2020	-	-

Organizational Structure

C. Organizational structure

Vision Marine Technologies Inc. is a corporation incorporated under the laws of the province of Quebec, Canada. It conducts its operations directly and through a number of subsidiaries. The following table sets forth our significant subsidiaries, their jurisdictions of incorporation, and our ownership interest in each:

<u>Name of subsidiary</u>	<u>Principal activity</u>	<u>Country of incorporation and operation</u>	<u>Proportion of ownership held by the Company</u>
7858078 Canada Inc.	Owens an electric boat rental center	Canada	100%
EB Rental Ventura Corp.	Operates an electric boat rental center	United States	100%
EB Rental FL Corp.	Operates an electric boat rental center	United States	100%
EBR Palm Beach Inc.	Operates an electric boat rental center	United States	100%
Vision Marine Technologies Corp.	Operates an electric boat service center	United States	100%
NVG Holdings Inc.	Holding company	United States	100%
Nautical Ventures Group Inc.	Operates a boat distribution center	United States	100%
Nautical Ventures North LLC	Operates a boat distribution center	United States	100%
Nautical Ventures Marine LLC	Operates a boat distribution center	United States	100%
NV Marina LLC	Operates a boat distribution center	United States	100%
Nautical Ventures West LLC	Operates a boat distribution center	United States	100%
Nautical Ventures Panhandle LLC	Operates a boat distribution center	United States	100%

D. Property, plant and equipment

We operate in various locations in Florida, Quebec and California. We believe that each of these locations provides sufficient space for the operations that are planned to occur therein over the next twelve months. The following is a brief description of those properties and our ongoing obligations in connection with such properties:



Boisbriand, Quebec – Headquarters and Manufacturing Space

Our manufacturing and office space is located in Boisbriand, Quebec, just outside of Montreal. This space is located in four adjacent units each under a separate lease with a related party. For details related to that transaction, please see “Related-Party Transactions”.

The first lease is for 3,607 square feet, has a monthly rent of approximately C\$4,485. The second lease is for 3,611 square feet, has a monthly rent of approximately C\$4,490. The third lease is for 3,607 square feet, has a monthly rent of approximately C\$4,485. The fourth lease is for 3,564 square feet, has a monthly rent of approximately C\$4,430. Each of these leases is with an entity controlled by our Chief Executive Officer. Each of these leases expires on July 31, 2026.



Ft. Lauderdale, Florida – Dealership

We operate our largest dealership in Ft. Lauderdale, Florida from two contiguous lots. The primary property serves as our main dealership showroom and sales office, featuring extensive indoor and outdoor display areas for our inventory. This facility comprises approximately 10,000 square feet in addition to a second lot of 0.46 acres of land with a 2,882 square foot building. The aggregate monthly lease payment is approximately \$100,000 and terminates on May 31, 2030.

We may purchase these properties pursuant to the Real Property Option. If we elect to do so, we will likely need to obtain a source of financing to pay the mortgages on the properties that mature in February 2032.

Ft. Lauderdale, Florida – Marina and Service Center

We lease a marina and location for additional inventory storage and service operations. This facility includes a 10-acre marina, 110 wet slips, service bays, paint tents, a 50-ton travel lift, a 32,000 lb. forklift, and office space. The current monthly lease payment is approximately \$40,000 and terminates on August 31, 2026.



Palm Beach, Florida – Waterfront Dealership

We operate a waterfront dealership in Palm Beach, Florida consisting of approximately 0.75 acres of land and a 6,000 square foot building. The current monthly lease payment is approximately \$30,000 and terminates on May 31, 2026.



Tampa Bay, Florida – Dealership

We operate a dealership in Tampa Bay, Florida including approximately 3.1 acres of land, an 8,550 square foot showroom, and a 2,280 square foot covered area. The current monthly lease payment is approximately \$25,000 and terminates on May 31, 2030.

We may purchase this property pursuant to the Real Property Option. If we elect to do so, we will likely need to obtain a source of financing to pay the mortgage on the property that matures in December 2031.





Pensacola, Florida – Waterfront Dealership

We operate a leased waterfront dealership in Pensacola, Florida. The lease commenced March 1, 2025, for a one-year term with four one-year renewal options. The monthly rent is \$3,250, with annual increases of 5%.



Sarasota, Florida – Dealership

We operate a dealership in Sarasota, Florida indirectly. The original lease term ended October 31, 2024, and has been renewed for an additional five-year period with a minimum rent of \$4,000 per month. The property includes a 1,464 square foot building on less than one acre of land and is used for boat sales and display, as well as service operations.



Palm City, Florida – Yacht Tender Service

We operate a yacht tender service property in Palm City, Florida. The property consists of 0.13 acres of land and a 6,360 square foot warehouse. The current monthly lease payment is approximately \$9,000 and terminates on May 31, 2030.

We may purchase this property pursuant to the Real Property Option. If we elect to do so, we will likely need to obtain a source of financing to pay the mortgage on the property that matures in July 2032.



Riviera Beach, Florida – Kayak Rentals

We operate a kiosk providing kayak rentals in Riviera Beach, Florida which is licensed from the City of Riviera Beach, Community Redevelopment Agency under a license agreement with Seven Kings Management, Inc. The current license term runs from December 1, 2024, to November 30, 2025, with a monthly license fee of \$1,250 plus applicable sales tax. The agreement is subject to annual renewal.



Ventura, California – Electric Boat Rentals

We lease a kiosk and two slips for our rental business at the Ventura Portside Marina in Ventura, California. In exchange for use of the space and common areas in the facility, we pay a monthly rent of approximately \$2,500. The lease expires on March 31, 2027.

Ft. Lauderdale, Florida – Water Sports Warehouse

We lease a warehouse in Lauderdale, Florida consisting of approximately 5,157 square feet. The lease commenced July 1, 2024, for a three-year term with one two-year renewal option. The monthly base rent is \$11,500 for the first two years, increasing to \$11,845 thereafter.

On October 1, 2021, we entered into a lease agreement with the developers of Waves at Dania Beach, Florida to rent office space as well as slip space for twenty-five electric boats, for monthly rent of approximately \$10,000, which lease expires on October 1, 2027. Monthly rent is payable upon the completion of the Dania Beach, Florida development, which as of the date of this annual report is anticipated to be completed by April 2026.

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not Applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Our discussion and analysis of the financial condition and results of operations for the fiscal years ended August 31, 2025 and 2024 is included in Exhibit 99.2 to our report on Form 6-K filed on November 28, 2025 and is incorporated herein by reference.

Results of Operations for the Year Ended August 31, 2024 as Compared to the Year Ended August 31, 2023

Revenue for the fiscal year ended August 31, 2024 was \$2,789,650 (August 31, 2023: \$4,201,685); the decrease of 34% resulted from a decrease in the revenue generated by the Company's rental operations which was partially offset by an increase in sales of electric boats. The Company's gross profit remained relatively flat at \$1,101,543 (August 31, 2023: \$1,138,105) despite the decrease in sales due largely to the onerous provision of \$68,076 for an expected loss on sales of E-Motion™ recorded during the corresponding prior period. The following provides an analysis of the sale of electric boats and revenue from rental operations:

	Fiscal year ended August 31, 2024	Fiscal year ended August 31, 2023	Increase (Decrease)
Sale of Electric Boats	1,343,410	1,200,985	12 %
Rental of electric boats	1,446,240	3,000,700	(52)%
	\$ 2,789,650	\$ 4,201,685	(34)%

During the fiscal year ended August 31, 2024, the Company incurred a net loss of \$10,383,171 compared to a net loss of \$15,504,780 for the corresponding prior period. The decrease in net loss was due primarily to lower operating costs, as well as non-operating items such as an increase in net finance income offset by a goodwill impairment loss of \$6,372,394 incurred in the year (see explanation above). Overall, the Company's operating expenses for the fiscal year ended August 31, 2024 were \$10,832,714 (August 31, 2023: \$16,175,743), representing a 33% decrease when compared to the corresponding prior period.

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The following variances were observed for the fiscal year ended August 31, 2024:

- Research and development costs for the fiscal year ended August 31, 2024 were \$2,013,775 (August 31, 2023: \$4,237,638); the decrease was due to the Company moving towards the production of its E-Motion™ powertrains, thus reducing research and development costs during the period which was partially offset by the fitting of the Company's E-Motion™ powertrains to third party prototypes for testing purposes.
- Office salaries and benefits for the fiscal year ended August 31, 2024 were \$2,431,670 (August 31, 2023: \$2,981,097). The decrease is due to reduced staffing since the beginning of the current fiscal year.
- Selling and marketing expenses for the fiscal year ended August 31, 2024 decreased to \$1,486,975 (August 31, 2023: \$2,577,740) due to less attendance at boat shows, and decreased marketing and investor relations costs.
- Professional fees for the fiscal year ended August 31, 2024 decreased to \$2,390,369 (August 31, 2023: \$2,795,676) due to a decrease in fees paid to advisors to the Company.
- Office and general expenses for the fiscal year ended August 31, 2024 were \$1,736,686 (August 31, 2023: \$2,302,420). The decrease is due to cost-cutting measures the Company began implementing since the beginning of the current fiscal year.
- Share-based compensation for the fiscal year ended August 31, 2024 decreased to \$162,301 (August 31, 2023: \$843,784), as the Company granted 76 stock options during the fiscal year ended August 31, 2024. The costs include past grants of stock options which are recognized when the stock options are vested. The Company recognizes compensation expense for option grants based on the fair value at the date of grant using the Black-Scholes valuation model.
- For the fiscal year ended August 31, 2024, the Company realized net finance income of \$5,498,656 (August 31, 2023: net finance expense of \$766,477). This positive variance was caused primarily by gains on derivative liabilities related to the fair value adjustments caused by the issuance of warrants and preferred shares which are classified as derivative liabilities for accounting purposes rather than equity, partially offset by transaction costs related primarily to the Series A and B Convertible Preferred Share issuances and a loss incurred on the exchange of warrants which occurred on August 16, 2024.

In addition to the above, the Company incurred an impairment on an investment in the corresponding prior period. The Company impaired its investment in convertible debentures in The Limestone Boat Company due to its announcement that its wholly-owned subsidiaries have filed for voluntary petitions for relief under Chapter 7 of the Bankruptcy Code of the U.S. Bankruptcy Court for the Middle District of Tennessee. As a result, the Company had impaired 100% of the value of its investment in Limestone during the fiscal year ending August 31, 2023 realizing a loss of \$1,958,514. No loss or gain related to this investment was recognized in the fiscal year ending August 31, 2024.

This Annual Report should be read in conjunction with the accompanying consolidated financial statements and related notes. The discussion and analysis of the financial condition and results of operations are based upon the consolidated financial statements, which have been prepared in accordance with International Financial Reporting Standards (IFRS), as adopted by the International Accounting Standards Board (IASB).

The preparation of financial statements in conformity with these accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent liabilities at the financial statement date and reported amounts of revenue and expenses during the reporting period. On an on-going basis, we review our estimates and assumptions. The estimates were based on historical experience and other assumptions that we believe to be reasonable under the circumstances. Actual results are likely to differ from those estimates or other forward-looking statements under different assumptions or conditions, but we do not believe such differences will materially affect our financial position or results of operations. Our actual results may differ materially as a result of many factors, including those set forth under the headings entitled "*Cautionary Note Regarding Forward-Looking Statements*" and "*Risk Factors*".

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**A. Directors and Senior Management**

The following table sets forth the names and ages of all of our directors and executive officers.

Name, Province/State and Country of Residence	Age	Position	Director/Officer Since
<i>Alexandre Mongeon / Florida, United States</i>	50	Chief Executive Officer and Director	August 2014
<i>Raffi Sossoyan / Quebec, Canada</i>	55	Chief Financial Officer	March 2024
<i>Roger Moore / Florida, United States</i>	79	Chief Revenue Officer	June 2025
<i>Daniel Rathe / Missouri, United States</i>	36	Chief Technical Officer	July 2025
<i>Maxime Poudrier/ Quebec, Canada</i>	34	Chief Operating Officer	August 2025
<i>Pierre-Yves Terrisse / Québec, Canada</i>	57	Director	February 2025
<i>Steve P. Barrenechea / California, United States</i>	67	Director	September 2020
<i>Luisa Ingargiola / Florida, United States</i>	58	Director	September 2020
<i>Dr. Phillippe Couillard / Quebec, Canada</i>	68	Director	September 2023

Business Experience

The following summarizes the occupation and business experience during the past five years or more for our executive officers and directors as of the date of this Annual Report:

Alexandre Mongeon, -- Chief Executive Officer and Director

Alexandre Mongeon is a co-founder and the Chief Executive Officer of the Company. Since his arrival in 2014, he has brought his extensive experience in leading marine technology ventures with a focus on innovation, sustainability, and global market growth. Under his leadership, the Company has become a pioneer in electric marine propulsion, developing the award-winning e-Motion™ electric outboard and forging key strategic partnerships to drive international expansion. He played a central role in the development of the Ozark 2023, the world's fastest electric boat, which reached a record speed of 116 mph. Mr. Mongeon has demonstrated a consistent ability to drive operational excellence, scale global sales, and position the Company as a leader in clean recreational boating technologies. Mr. Mongeon is a graduate of the School of Construction in Laval, Quebec with a specialization in electricity.

Raffi Sossoyan, -- Chief Financial Officer

Raffi Sossoyan is a chartered professional accountant with over 25 years of multinational and multidisciplinary experience in various aspects of the accounting, finance, treasury, risk management and taxation functions. Prior to joining us, Mr. Sossoyan held various senior management positions at Velan Inc., a Canadian multinational company listed on the Toronto Stock Exchange (TSX) from January 2010 to August 2018, and again from August 2021 to October 2023. At Velan Inc., Mr. Sossoyan most recently served as the Vice President, Corporate Treasury where he managed financial operations. Additionally, Mr. Sossoyan served as Chief Financial Officer at Valtech Fabrication, Inc. from 2018 to 2021. Since 2013, Mr. Sossoyan has served on the board of directors of the Canadian Armenian Business Council, a non-profit corporation that serves and promotes the Armenian business community and all of its professionals in the Canadian and North American markets.

Roger Moore – Chief Revenue Officer

Roger Moore is a trailblazing entrepreneur who has the distinction of having sailed around the world on a 13-year, 42,000 nautical mile journey. His firsthand experience as a seasoned boater drives his visionary approach to business, making him a true authority in the maritime industry. Upon returning from his nautical journey to Fort Lauderdale, FL, Mr. Moore co-founded Quality Power and Sail, LLC in 2003. Under his leadership, it expanded into a diversified marine conglomerate known today as Nautical Ventures. He lives full-time on an 84-foot expedition yacht, providing him with intimate knowledge of the marine industry from vessel mechanics to customer needs.

Daniel Rathe – Chief Technical Officer

Daniel Rathe brings over seven years of technical leadership experience in energy storage system integration and development, complemented by over a decade of entrepreneurial business management experience. During his tenure at Spear Power Systems from 2018 to 2023, Mr. Rathe was placed in roles with increasing responsibility, establishing manufacturing operations, and serving as the Global Service Manager for maritime energy storage systems (“ESS”) up to 3MWh across international markets. He drove engineering changes from in-field feedback, leading ESS integration projects for high-profile customers, including the pair of flagship Maid of the Mist electric boats in Niagara Falls, NY. Mr. Rathe played a critical role in manufacturing process development, quality validation, and certification compliance for DNV-GL, ABS, and USCG classed vessels. His technical expertise encompasses high-voltage systems and advanced manufacturing standards, supported by specialized certifications in high voltage training and IPC-JSTD quality protocols. He holds a Bachelor of Science degree in Construction Management from Missouri State University.

Maxime Poudrier– Chief Operating Officer

Maxime Poudrier served as Head of Growth & Strategic Partnerships at the Company since 2022 and was promoted to the position of the Company’s Chief Operating Officer in August 2025. Prior to that, he delivered M&A advisory and strategic consulting services to major companies in Europe, Canada, and the United States, including ArcelorMittal, and provided consulting services to the Company beginning in 2021. Mr. Poudrier’s current senior leadership responsibilities include focusing on operational integration, strategic acquisitions, and international growth initiatives in the marine and electrification sectors. He has successfully completed an executive education at Harvard Business School.

Pierre-Yves Terrisse -- Director

Pierre-Yves is currently Vice-President Corporate Development at NanoXplore (TSX-GRA), a world leader in graphene production with applications varying from transportation to plastic and drilling fluid. Prior to that, Pierre-Yves was Managing Director Investment Banking for a major Canadian financial institution with more than \$13B of market capitalization. From 2013 to 2022, Mr. Terrisse was instrumental in building Ventum Capital Markets (formally Echelon Wealth Partners) Quebec institutional presence and leadership through multiple financial transactions. From 2006 to 2012, Pierre-Yves was Vice-President Dundee Capital Market, privatized by Dundee Corporation in 2012. Pierre-Yves started his career in finance (capital markets) and has a sell-side analyst covering the technology and industrial sectors for leading independent Canadian investment banks from 1996 to 2006.

Steve P. Barrenechea -- Director

Steven P. Barrenechea has served as Executive Vice President of ALG Corp. since 2006, which is a transactional investment banking and advisory firm active in the oil and gas, industrial gases, robotics, and technology sectors. Mr. Barrenechea specializes in board protocol and investor outreach. Since 2023, Mr. Barrenechea has also served as a consultant to Indrocorp Technologies, Inc. (dba “Indrotek”), a privately held company focused on innovative robotics and AI software solutions for both commercial and military applications, including cutting-edge counter-drone technologies. He is also a Director of Innov8 Gases Corp., a privately held company engaged in the development of helium and green hydrogen resources in the Holbrook Basin, Arizona. From 2001 to 2003, Mr. Barrenechea served as interim CEO during the early stages of Dune Energy, Inc., helping guide its predecessor through significant growth into a \$1 billion enterprise producing 4,500 BOE/day, with operations onshore in Texas and Louisiana, and offshore in Gulf of Mexico state waters. He served on Dune Energy’s Board of Directors from its founding in 2001 until 2010. Earlier in his career, Mr. Barrenechea was the founder and CEO of Coastal Restaurants, Inc. (1993–2004), which operated multiple locations across New York and Connecticut before being sold in 2004. Mr. Barrenechea has been active in various charitable organizations including the American Cancer Society and the National Multiple Sclerosis Society. He has previously served on the Boards of the Connecticut Chapter of the American Red Cross, the Connecticut Child Guidance Center, and The Creative Coalition. He holds a B.B.A. from the Leonard N. Stern School of Business at New York University and currently resides in Los Angeles, California.

Luisa Ingargiola – Director

Luisa Ingargiola has been Chief Financial Officer of Avalon GloboCare Corp. (Nasdaq: ALTB) since February 2017. Ms. Ingargiola has served as a Director and Audit Committee Chair of Vision Marine Technologies Inc. (Nasdaq: VMAR) since December 2020, BioCorRx Inc. (OTCQB: BICX) since April 2018, a Director of Fusion Fuel Green PLC (Nasdaq: HTOO) since February 2025, where she serves on the board's Audit (Chair), Nominating and Compensation Committees, and as a Director of Dragonfly Energy Holdings Corp. (Nasdaq: DFLI) since June 2021. Ms. Ingargiola was also a Director and Audit Committee Chair of AgEagle Aerial Systems Inc. (NYSE American: UAVS) from May 2018 to November 2022 and Siyata Mobile from December 2020 to December 2021, and served as a Director of Xos, Inc. from March 2024 to June 2025, ElectraMeccanica Vehicles Corp. from March 2018 to March 2024 (when it was acquired by Xos), and Progress Acquisition Corp. from November 2020 to February 2023. Ms. Ingargiola graduated from Boston University with a bachelor's degree in Business Administration and a concentration in Finance. She also received a Master of Health Administration from the University of South Florida.

Dr. Phillipe Couillard -- Director

From 2014 to 2018, Dr. Couillard served as the 31st Premier (First Minister) of Quebec. Prior to that, Dr. Couillard served as the Minister of Health for the province of Quebec from 2003 to 2008. Dr. Couillard also served as a Member of the National Assembly from 2003 to 2008 and from 2013 to 2018. Dr. Couillard is currently a member of various boards of directors, including Diagnos (TSX: ADK.V) and Revera Inc. He is a senior advisor at Strategy Corp, a consulting firm and the co-founder of Eleqtrion, a startup developing an aluminum-ion battery. Dr. Couillard was previously a member of the board of directors of the Canadian Cancer Society (2019-2023). Dr. Couillard began his career practicing neurosurgery internationally from 1985 to 2003, when he began his political career. Dr. Couillard served as Chief Surgeon in the Department of Neurosurgery at the Hôpital Saint-Luc in Montréal from 1989 to 1992 and was chairman of surgery at the University of Sherbrooke from 1996 to 2003. Dr. Couillard also co-founded the Dhahran Department of Neurosurgery in Saudi Arabia, where he practiced from 1992 to 1996. Dr. Couillard received his medical degree in 1979 and completed his specialty training in neurosurgery in 1985 at the Université de Montréal.

Family Relationships

There are no family relationships among any of our directors and executive officers.

B. Compensation

We had five Named Executive Officers during our fiscal year ended August 31, 2025: Alexandre Mongeon, our Chief Executive Officer; Raffi Sossoyan, our Chief Financial Officer; Maxime Poudrier, our Chief Operating Officer; Roger Moore, our Chief Revenue Officer; and Xavier Montagne, our former Chief Technology and Chief Operating Officer.

Compensation of Executive Officers

The following table sets forth all annual and long-term compensation for services in all capacities to our Company during the fiscal periods indicated in respect of the executive officers set out below:

Named Executive Officer and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Incentive Plan (\$)	Long term Incentive Plan (\$)	Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
Alexandre Mongeon	2025	548,187	Nil	Nil	177,084	Nil	Nil	Nil	725,271
<i>Chief Executive Officer</i>	2024	430,209	Nil	Nil	Nil	Nil	Nil	Nil	430,209
Raffi Sossoyan ⁽¹⁾	2025	200,344	Nil	Nil	35,804	Nil	Nil	Nil	236,148
<i>Chief Financial Officer</i>	2024	198,273	28,723	Nil	Nil	Nil	Nil	17,535	244,531
Maxime Poudrier ⁽²⁾	2025	120,214	12,800	Nil	Nil	Nil	Nil	12,667	145,681
<i>Chief Operating Officer</i>	2024	106,386	Nil	Nil	Nil	Nil	Nil	13,399	119,785
Daniel Rathe ⁽³⁾	2025	159,153	Nil	2,074	Nil	Nil	Nil	Nil	161,227
<i>Chief Technical Officer</i>	2024	142,504	Nil	Nil	Nil	Nil	Nil	Nil	142,504
Roger Moore ⁽⁴⁾	2025	66,209	Nil	Nil	Nil	Nil	Nil	Nil	66,209
<i>Chief Revenue Officer</i>	2024	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Xavier Montagne ⁽⁵⁾	2025	189,591	100,001	12,811	Nil	Nil	Nil	Nil	302,403
<i>Former Chief Technology Officer and Chief Operating Officer</i>	2024	256,932	Nil	39,436	Nil	Nil	Nil	Nil	296,368

(1) Raffi Sossoyan became Chief Financial Officer of the Company effective March 1, 2024.

(2) Maxime Poudrier became Chief Operating Officer of the Company effective August 25, 2025.

(3) Daniel Rathe became Chief Technical Officer of the Company effective July 16, 2025.

(4) Roger Moore became Chief Revenue Officer of the Company effective June 20, 2025.

(5) Xavier Montagne resigned as Chief Technology Officer and Chief Operating Officer of the Company effective July 11, 2025. The amounts in the table above include his compensation received from the Company up to that date.

Executive Compensation Agreements

Alexandre Mongeon, Chief Executive Officer

On February 27, 2024, we entered into an Amending Agreement to the Executive Compensation Agreement with Alexandre Mongeon, our Chief Executive Officer (the "Amending Agreement") which was originally entered into on March 1, 2021. In addition to maintaining the terms and provisions of the original Executive Compensation Agreement, the Amending Agreement provides to Mr. Mongeon share-based compensation of up to 445 restricted common shares of the Company conditional upon the Company achieving certain levels of market capitalization value for a 21-day period, starting at \$100,000,000. The Amending Agreement also provides Mr. Mongeon with up to \$750,000 in cash bonuses conditional upon the Company achieving certain levels of earnings before interest, taxes, depreciation and amortization in a fiscal year, starting at C\$10,000,000.

On September 25, 2025, Vision Marine Technologies Corp, our wholly owned subsidiary incorporated in the State of Delaware, entered into an executive employment agreement (the “Mongeon Employment Agreement”) with Alexandre Mongeon, effective as of September 25, 2025, which replaced the Amending Agreement. The Mongeon Employment Agreement renews Mr. Mongeon’s employment as our CEO for a five-year term ending September 24, 2030, unless terminated earlier. Pursuant to the Mongeon Employment Agreement, Mr. Mongeon was granted (i) an annual base salary of \$600,000, subject to annual review; (ii) a one-time issuance of 285,000 of our common shares as a bonus for completing the Nautical Ventures acquisition and relocating to the State of Florida; (iii) eligibility for cash bonuses up to \$750,000 (\$200,000 at \$15 million, \$250,000 at \$25 million, and \$300,000 at \$35 million) and up to of our 500,000 common shares (150,000 at \$15 million, 150,000 at \$25 million, and 200,000 at \$35 million) upon achieving specified “market cap milestones” (a market capitalization of \$15 million, \$25 million, and \$35 million, in each instance maintained for 10 consecutive trading days (the “Milestones”)); (iv) a discretionary annual bonus target of 50% of base salary (maximum 100%); (v) six weeks of paid vacation; (vi) a one-time \$20,000 relocation payment, monthly housing allowance of \$12,000, and monthly car allowance of \$2,000; and (vii) severance, including 12 months’ base salary upon termination by us without cause or by him for good reason, with enhanced severance (two times base salary) upon a change in control. The Mongeon Employment Agreement includes standard non-competition, non-solicitation, and confidentiality obligations. The Mongeon Employment Agreement was approved by our Compensation Committee on September 23, 2025.

Concurrently, we entered into a restricted share unit agreement (the “RSU Agreement”) with Mr. Mongeon, granting 500,000 restricted share units (“RSUs”) that gradually vest upon achieving the Milestones set out in the Mongeon Employment Agreement. The RSUs are governed by our Restricted Share Unit Plan (the “RSU Plan”) that was adopted by the Board of Directors on September 12, 2025. The RSU Plan limits issuances to 10% of the Company’s issued and outstanding common shares (subject to other security-based compensation plans) and restricts any participant from receiving more than 70% of available common shares in any 12-month period, unless disinterested shareholder approval is obtained. The Company intends to seek such approval at its next annual general meeting. The RSU Agreement and RSU Plan were also approved by our Compensation Committee. In connection with our continued listing requirements on Nasdaq, the approval of the RSU Plan and the grant of equity awards thereunder were done without shareholder approval in reliance on the “home country” exemption provided by Nasdaq Rule

These arrangements align management incentives with shareholder value creation and are material compensatory plans for a named executive officer.

Raffi Sossoyan, Chief Financial Officer

On March 1, 2024, we entered into an Executive Compensation Agreement with Raffi Sossoyan, our Chief Financial Officer (the “Sossoyan Agreement”), which replaced our prior Employment Agreement with him of September 2023. Pursuant to the terms and provisions of the Sossoyan Agreement: (a) Mr. Sossoyan is appointed as our Chief Financial Officer and will undertake and perform the duties and responsibilities normally and reasonably associated with such office; (b) we shall pay to Mr. Sossoyan a gross annual net salary of C\$260,000 (the “Annual Base Salary”); (c) pay Mr. Sossoyan a signing bonus of C\$50,000 payable in our common shares conditional upon his remaining in our service for a minimum of 12 months, (d) provide Mr. Sossoyan with employee benefits, if and when such benefits have been adopted by us, including group health insurance, accidental death and dismemberment insurance, travel accident insurance, group life insurance, short-term disability insurance, long-term disability insurance, drug coverage and dental coverage (the “Group Benefits”); (e) Mr. Sossoyan is eligible to receive a discretionary bonus of up to 25% of his Annual Base Salary; and (e) Mr. Sossoyan will be entitled to five weeks’ paid annual vacation per calendar year.

We may terminate the employment of Mr. Sossoyan under the Sossoyan Agreement without any notice or any payment in lieu of notice for a serious reason. Mr. Sossoyan may terminate his employment under the Sossoyan Agreement for any reason by providing not less than 60 calendar days’ notice in writing to us, provided, however, that we may waive or abridge any notice period specified in such notice in our sole and absolute discretion.

The employment of Mr. Sossoyan will terminate upon the death of Mr. Sossoyan. Upon the death of Mr. Sossoyan during the continuance of the Sossoyan Agreement, we will provide Mr. Sossoyan’s estate with (a) payment of any unpaid portion of his Annual Base Salary through the date of his death and (b) payment of any fully vested but unpaid rights as required by the terms of any bonus or other incentive pay plan or any other employee benefit plan or program.

Roger Moore, Chief Revenue Officer

On June 20, 2025, we entered into an Employment Agreement with Roger Moore, our Chief Revenue Officer (the “Moore Agreement”). Pursuant to the terms and provisions of the Moore Agreement: (a) Mr. Moore is appointed as our Chief Revenue Officer and will undertake and perform the duties and responsibilities normally and reasonably associated with such office; (b) we shall pay to Mr. Moore a gross annual net salary of \$350,000 (the “Annual Base Salary”); (c) provide Mr. Moore with employee benefits, if and when such benefits have been adopted by us, consistent with the our similarly situated employees (the “Group Benefits”); (d) Mr. Moore is eligible to receive a discretionary bonus; and (e) Mr. Moore will be entitled to twenty days’ paid annual vacation per calendar year.

We may terminate the employment of Mr. Moore under the Moore Agreement without any notice and with cause, provided that we pay Mr. Moore all amounts accrued through the date of such termination and any permitted reimbursable expenses. We may terminate the employment of Mr. Moore under the Moore Agreement without any notice and without cause, provided that we pay the same amounts as if we had terminated for cause as well as three months’ Annual Base Salary. Mr. Moore may terminate his employment under the Moore Agreement for any reason by providing without providing advance notice in writing to us.

Maxime Poudrier, Chief Operating Officer

On August 25, 2025, we entered into an Employment Agreement with Maxime Poudrier, our Chief Operations Officer (the “Poudrier Agreement”). Pursuant to the terms and provisions of the Poudrier Agreement: (a) Mr. Poudrier is appointed as our Chief Operations Officer and will undertake and perform the duties and responsibilities normally and reasonably associated with such office; (b) we shall pay to Mr. Poudrier a gross annual net salary of \$150,000 (the “Annual Base Salary”); (c) provide Mr. Poudrier with a relocation incentive of \$10,000, a monthly housing allowance of \$1,500 and a monthly payment of \$1,000 if we do not have health insurance plan in place in which he can participate, (d) Mr. Poudrier with employee benefits, if and when such benefits have been adopted by us, consistent with the our similarly situated employees (the “Group Benefits”); (d) Mr. Poudrier is eligible to receive a \$10,000 upon the achievement of certain milestones to be agreed upon as well as a discretionary bonus; (e) Mr. Poudrier is to receive a commission equal to 2% of the transaction value on any contract of boat sales, powertrain sales, partnership agreement, or other commercial transaction directly generated through his efforts as well as any merger, acquisition, corporate fusion, or sale (in whole or in part) of our powertrain division, provided that the Employee has materially contributed to the initiation, negotiation, or execution of such transaction and (f) Mr. Poudrier will be entitled to four weeks’ paid annual vacation per calendar year.

We may terminate the employment of Mr. Poudrier under the Poudrier Agreement with cause without any notice, provided that we pay Mr. Poudrier all amounts accrued through the date of such termination and any permitted reimbursable expenses. We may terminate the employment of Mr. Poudrier under the Poudrier Agreement with 60 day’s notice without cause, provided that we pay the same amounts as if we had terminated for cause as well as twelve months’ Annual Base Salary. In such a circumstance, Mr. Poudrier will remain eligible to receive a 2% commission on any contract of boat sale, sale of the powertrain division or related transactions that occurred twelve months after his termination and that resulted from his involvement.

Daniel Rathe, Chief Technical Officer

On July 16, 2025, we entered into an Employment Agreement with Daniel Rathe, our Chief Technical Officer (the “Rathe Agreement”). Pursuant to the terms and provisions of the Rathe Agreement: (a) Mr. Rathe is appointed as our Chief Technical Officer and will undertake and perform the duties and responsibilities normally and reasonably associated with such office; (b) we shall pay to Mr. Rathe a gross annual net salary of \$160,000 (the “Annual Base Salary”); (c) provide Mr. Rathe with a monthly housing allowance of \$1,500 and a monthly payment of \$1850 if we do not have health insurance plan in place in which he can participate, (d) Mr. Rathe with employee benefits, if and when such benefits have been adopted by us, consistent with the our similarly situated employees (the “Group Benefits”); (d) Mr. Rathe is eligible to receive a \$5,000 upon the filing of each patent; (e) Mr. Rathe is to receive a commission equal to 1% of on any contract of sale or partnership directly generated through his efforts and (f) Mr. Rathe will be entitled to four weeks’ paid annual vacation per calendar year.

We may terminate the employment of Mr. Rathe under the Rathe Agreement with cause without any notice, provided that we pay Mr. Rathe all amounts accrued through the date of such termination and any permitted reimbursable expenses. We may terminate the employment of Mr. Rathe under the Rathe Agreement with 60 day’s notice without cause, provided that we pay the same amounts as if we had terminated for cause as well as twelve months’ Annual Base Salary.

Director Compensation

The following table sets forth the value of all compensation paid to the directors, excluding Alexandre Mongeon who is paid as an officer and not as a director, during the fiscal years ended August 31, 2025 and 2024:

Name	Fiscal Year	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Steve P. Barrenechea	2025	48,076	33,343	Nil	Nil	Nil	Nil	81,419
	2024	26,246	38,884	Nil	Nil	Nil	Nil	65,130
Anthony Cassella ⁽¹⁾	2025	35,040	28,131	2,904	Nil	Nil	Nil	66,075
	2024	10,413	21,111	35,095	Nil	Nil	Nil	66,619
Philippe Couillard ⁽²⁾	2025	55,237	Nil	278	Nil	Nil	Nil	55,515
	2024	18,685	Nil	29,721	Nil	Nil	37,361	85,767
Luisa Ingargiola	2025	48,076	33,343	Nil	Nil	Nil	Nil	81,419
	2024	26,246	38,884	Nil	Nil	Nil	Nil	65,130
Carter Murray ⁽³⁾	2025	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	83,331	83,331
Mario Saucier ⁽⁴⁾	2025	Nil	2,987	Nil	Nil	Nil	Nil	2,987
	2024	16,781	20,993	Nil	Nil	Nil	5,072	42,846
Pierre-Yves Terrisse ⁽⁵⁾	2025	29,242	Nil	Nil	Nil	Nil	Nil	29,542
	2024	Nil	Nil	Nil	Nil	Nil	Nil	Nil

- (1) On January 26, 2024, the Board appointed Mr. Anthony Cassella as a member of the Board. He resigned as a director on July 11, 2025.
- (2) On September 8, 2023, the Board appointed Dr. Philippe Couillard as a member of the Board.
- (3) On April 2, 2024, Mr. Carter Murray resigned as a member of the Board.
- (4) On March 26, 2024, Mr. Mario Saucier resigned as a member of the Board.
- (5) On February 7, 2025, the Board appointed Mr. Pierre-Yves Terrisse as a member of the Board.

Outstanding Option-based Awards for Named Executive Officers and Directors

The following table reflects all option-based awards for each current Named Executive Officer and director outstanding as at August 31, 2025. We do not have any other equity incentive plans other than our Share Option Plan.

Named Executive Officer or Director	Option-based Awards		
	Number of Securities Underlying Unexercised Options (#) ⁽¹⁾	Option exercise price (\$)	Option expiration date
Alexandre Mongeon, <i>Chief Executive Officer</i>	16	\$ 5,683.50	March 25, 2030
Dr. Philippe Couillard, <i>Director</i>	38	\$ 4,630.50	December 29, 2028
Maxime Poudrier, <i>Chief Operating Officer</i>	4	\$ 6,088.50	November 30, 2027
Daniel Rathe, <i>Chief Technical Officer</i>	2,000	\$ 6.61	July 25, 2030

- (1) These options to purchase common shares were issued pursuant to our Share Option Plan which is summarized in this Annual Report in the section entitled “Executive Compensation - Share Option Plans and Share options- 2020 Share Option Plan”.

Incentive Plan Awards

We did not have any incentive plan awards with respect to officers and directors during the fiscal year ended August 31, 2025.

Pension Benefits

We do not have any defined benefit pension plans or any other plans providing for retirement payments or benefits.

Termination of Employment and Change of Control Benefits

Details with respect to termination of employment and change of control benefits for our directors and executive officers is reported above under the section titled “*Executive Compensation Agreements.*”

Share Option Plans and Share Options

The following table sets forth, as at August 31, 2025, the equity compensation plans pursuant to which our equity securities may be issued:

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	2,308	\$ 5,548.26	—
Equity compensation plans not approved by securityholders	500,000	N/A	—
Total	502,308	N/A	—

Share Option Plan

On March 27, 2025, our Board adopted an amendment and restatement to our Stock Option plan adopted in April 2021 our Share Option Plan (as amended and restated, the “Share Option Plan”) under which the maximum number of common shares which may be reserved for issuance under the Share Option Plan shall be the lesser of:

- (i) 10% of the Company’s issued and outstanding common shares, including previously granted stock options; and
- (ii) such number of common shares as, when combined with all other common shares subject to grants under the Company’s other share compensation arrangements (including the RSU Plan) would not exceed 10% of the Company’s outstanding common shares.

The purpose of the Share Option Plan is to retain the services of our valued key employees, directors and consultants and such other persons as the plan administrator, which is currently the Board, shall select in accordance with the eligibility requirements of the Share Option Plan, and to encourage such persons to acquire a greater proprietary interest in our Company, thereby strengthening their incentive to achieve the objectives of our shareholders, and to serve as an aid and inducement in the hiring of new employees and to provide an equity incentive to consultants and other persons selected by the plan administrator. The Share Option Plan shall be administered initially by our Board, except that the Board may, in its discretion, establish a committee composed of two or more members of the Board to administer the Share Option Plan, which committee may be an executive, compensation or other committee, including a separate committee especially created for this purpose.

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Unless accelerated in accordance with the Share Option Plan, in the event an Option holder's Continuous Service terminates (other than upon the Option holder's death or Disability), the Option holder may exercise his or her Option (to the extent that the Option holder was entitled to exercise such Option as of the date of termination) but only within such period of time ending on the earlier of (a) the date thirty (30) days following the termination of the Option holder's Continuous Service or (b) the expiration of the term of the Option as set forth in the Award Agreement; provided that, if we terminate Continuous Service for Cause, all outstanding Options (whether or not vested) shall immediately terminate and cease to be exercisable. If, after termination, the Option holder does not exercise his or her Option within the time specified in the Award Agreement, the Option shall terminate. In the event an Option holder's Continuous Service terminates as a result of the Option holder's death or disability, then the Option may be exercised (to the extent the Option holder was entitled to exercise such Option as of the date of death) by the Option holder's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the Option holder's death, but only within the period ending on the earlier of (a) the date 12 months following the date of death or (b) the expiration of the term of such Option as set forth in the Award Agreement. If, after the Option holder's death, the Option is not exercised within the time specified herein or in the Award Agreement, the Option shall terminate.

For purposes of the Share Option Plan, unless otherwise defined in the share option agreement between us and the optionee, "disability" shall mean unless the applicable Award Agreement says otherwise, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment. The Compensation Committee shall determine whether an optionee has incurred a disability on the basis of medical evidence acceptable to the plan administrator. Upon making a determination of disability, the Compensation Committee shall, for purposes of the Share Option Plan, determine the date of an optionee's termination of employment or contractual relationship.

As of August 31, 2025, we had 2,308 stock options outstanding under the Share Option Plan. All of these options have exercise prices far in excess of the current market value of our common shares ranging from an exercise price of \$6.61 per share to \$16,003.13 per share.

Restricted Shares Unit Plan

On September 12, 2025, our Board adopted a Restricted Share Unit Plan (the "RSU Plan") with each restricted shares unit representing the right to receive one common share. The RSU Plan limits issuances of restricted share units representing no more than 10% of our issued and outstanding common shares (subject to other security-based compensation plans) and restricts any participant from receiving more than 70% of available common shares in any 12-month period, unless disinterested shareholder approval is obtained for each item. Without such shareholder approval, we are limited to issuing a total 500,873 restricted shares units, of which the most any participant may receive in any twelve month period is 350,611. Our Board intends to seek such approval at our next annual general meeting.

As of the date hereof, we have entered into one restricted share unit agreement, that with Mr. Mongeon on September 25, 2025, granting 500,000 restricted share units that gradually vest upon achieving certain milestones (150,000 at a market capitalization of \$15 million, 150,000 at a market capitalization of \$25 million, and 200,000 at a market capitalization of \$35 million) and is also subject to shareholder approval at our next annual meeting of shareholders.

C. Board Practices

Board of Directors

Our Articles of Incorporation are attached as an exhibit to the registration statement of which this Annual Report forms a part. Our Articles of Incorporation provide that our company shall have a minimum of one (1) and a maximum of ten (10) directors.

Our Board consists of five directors. Four of our five directors satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market and meet the independence standards under Rule 10A-3 under the Exchange Act. Our directors are elected annually at each annual meeting of our company's shareholders. Notwithstanding the foregoing, each director is to serve until his successor is elected and qualified or until his death, resignation or removal. Our Board appoints our officers and each officer is to serve until his successor is appointed and qualified or until his or her death, resignation or removal. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors.

Our Board is responsible for appointing our Company's officers.

Board Committees

On November 27, 2020, we established three committees under the Board of Directors: an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee. Each committee is governed by a charter approved by our Board of Directors.

Audit Committee

Our Audit Committee consists of Steve P. Barrenechea, Luisa Ingargiola and Dr. Philippe Couillard and is chaired by Ms. Ingargiola. Each member of the Audit Committee satisfies the “independence” requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market and meets the independence standards under Rule 10A-3 under the Exchange Act. Our Audit Committee Financial Expert is Luisa Ingargiola who qualifies as an “audit committee financial expert” within the meaning of the SEC rules and possesses financial sophistication within the meaning of the Listing Rules of the Nasdaq Stock Market. The Audit Committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The Audit Committee is responsible for, among other things:

- selecting our independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by our independent registered public accounting firm;
- reviewing with our independent registered public accounting firm any audit problems or difficulties and management’s response and approving all proposed related party transactions, as defined in Item 404 of Regulation S-K;
- discussing the annual audited financial statements with management and our independent registered public accounting firm;
- annually reviewing and reassessing the adequacy of our Audit Committee charter;
- meeting separately and periodically with the management and our independent registered public accounting firm;
- reporting regularly to the full Board of Directors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposure; and
- such other matters that are specifically delegated to our Audit Committee by our Board from time to time.

Compensation Committee

Our Compensation Committee consists of Steve P. Barrenechea and Luisa Ingargiola and is chaired by Mr. Barrenechea. Each of the Compensation Committee members satisfies the “independence” requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market. Our Compensation Committee assists the board in reviewing and approving the compensation structure, including all forms of compensation relating to our directors and executive officers. No officer may be present at any committee meeting during which such officer’s compensation is deliberated upon. The Compensation Committee is responsible for, among other things:

- reviewing and approving to the Board with respect to the total compensation package for our most senior executive officers;
- approving and overseeing the total compensation package for our executives other than the most senior executive officers;
- reviewing and recommending to the Board with respect to the compensation of our directors;
- reviewing periodically and approving any long-term incentive compensation or equity plans;
- selecting compensation consultants, legal counsel or other advisors after taking into consideration all factors relevant to that person’s independence from management; and
- programs or similar arrangements, annual bonuses, employee pension and welfare benefit plans.

Nominating and Corporate Governance Committee

Our Nominating and Corporate Governance Committee consists of Dr. Philippe Couillard, Luisa Ingargiola and Steve P. Barrenechea and is chaired by Dr. Couillard. Each member of the Nominating and Corporate Governance Committee satisfies the “independence” requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market. The Nominating and Corporate Governance Committee is responsible for overseeing the selection of persons to be nominated to serve on our Board of Directors. The Nominating and Corporate Governance Committee considers persons identified by its members, management, shareholders, investment bankers and others.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics (the “Code”) that applies to our directors, officers and other employees. The Code was filed as an exhibit to amendment number 2 to our registration statement on Form F-1 on September 22, 2020. During the year ended August 31, 2025, no waivers or requests for exemptions from the Code were either requested or granted. The Code may be viewed on our website at <https://investors.visionmarinetechologies.com>.

D. Employees

As of November 28, 2025, we employed a total of 154 people full-time. All of our employees were employed at our principal executive offices in Boisbriand, Québec, Newport, California and our locations in Florida. None of our employees are covered by a collective bargaining agreement.

The breakdown of full-time employees by main category of activity is as follows:

<u>Activity</u>	<u>As of November 28, 2025</u>	<u>As of August 31, 2025</u>	<u>As of August 31, 2024</u>	<u>As of August 31, 2023</u>
Administration	30	30	9	34
Operations (Production, logistics and maintenance)	22	22	7	7
Sales and marketing	41	41	4	5
Servicing	61	61	Nil	Nil

E. Share Ownership

For information regarding the share ownership of our directors and executive officers, see “Item 6.B, Compensation” and “Item 7.A, Major Shareholders.”

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth certain information regarding the beneficial ownership of our common shares as of November 28, 2025 by (a) all our directors; (b) all our executive officers, and (c) all our executive officers and directors as a group. We do not know of any person who beneficially owns 5% or more of our outstanding common shares. Except as otherwise indicated, all persons listed below have (i) sole voting power and investment power with respect to their common shares, except to the extent that authority is shared by spouses under applicable law, and (ii) record and beneficial ownership with respect to their common shares.

Name	Common Shares Beneficially Owned ⁽¹⁾	Percentage of Common Shares Beneficially Owned ⁽²⁾
Directors and Executive Officers:		
Alexandre Mongeon, <i>Chief Executive Officer, Director</i> ⁽³⁾	286,037	5.4 %
Roger Moore, <i>Chief Revenue Officer</i> ⁽⁸⁾	687,469	12.1 %
Maxime Poudrier, <i>Chief Operating Officer</i> ⁽¹¹⁾⁽¹²⁾	1,004	* %
Raffi Sossoyan, <i>Chief Financial Officer</i>	14,702	* %
Daniel Rathe, <i>Chief Technical Officer</i> ⁽⁹⁾⁽¹⁰⁾	501	* %
Steve P. Barrenechea, <i>Director</i> ⁽⁴⁾	4,744	* %
Luisa Ingargiola, <i>Director</i> ⁽⁵⁾	4,744	* %
Dr. Philippe Couillard, <i>Director</i> ⁽⁶⁾	38	* %
Pierre-Yves Terrisse, <i>Director</i> ⁽⁷⁾	Nil	* %
All Directors and Executive Officers as a Group (Nine Persons)	999,239	16.7 %

* Under 1%

- (1) Under Rule 13d-3, a beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares: (i) voting power, which includes the power to vote, or to direct the voting of shares; and (ii) investment power, which includes the power to dispose or direct the disposition of shares. Certain shares may be deemed to be beneficially owned by more than one person (if, for example, persons share the power to vote or the power to dispose of the shares). In addition, shares are deemed to be beneficially owned by a person if the person has the right to acquire the shares (for example, upon exercise of an option) within 60 days of the date as of which the information is provided. In computing the percentage ownership of any person, the amount of shares outstanding is deemed to include the number of shares beneficially owned by such person (and only such person) by reason of these acquisition rights. As a result, the percentage of outstanding shares of any person as shown in this table does not necessarily reflect the person's actual ownership or voting power with respect to the number of common shares actually outstanding on November 28, 2025.
- (2) The percentage is calculated based on (i) 5,008,735 common shares that were outstanding as of November 28, 2025 and (ii) common shares deemed to be beneficially owned by such person or group if the person or group has the right to acquire the common shares within 60 days of the date as of which the information is provided.
- (3) Includes 16 common shares underlying options that have vested or will vest within the next 60 days. Under the terms of the Mongeon Employment Agreement, Alexandre Mongeon will be issued 285,000 of our common shares as compensation for moving his entire family to Southern Florida. The common shares will be issued once the move is completed.
- (4) Includes 45 common shares underlying options that have vested or will vest within the next 60 days.
- (5) Includes 45 common shares underlying options that have vested or will vest within the next 60 days.
- (6) Includes 38 common shares underlying options that have vested or will vest within the next 60 days.

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- (7) Pierre-Yves Terrisse was appointed to our Board of Directors in February 2025.
- (8) Roger Moore was appointed our Chief Revenue Officer in June 2025. Mr. Moore does hold 9 of our common shares, but he beneficially owns (a) 93% of the common shares underlying a \$3,586,645 convertible note, (b) 93% of the common shares underlying a \$2,000,000 convertible note, each convertible at USD\$8.624 per share and (c) 85,004 common shares issuable as part of the share consideration for the acquisition of Nautical Ventures.
- (9) Daniel Rathe was appointed our Chief Technical Officer in July 2025.
- (10) Includes 332 common shares underlying options that have vested or will vest within the next 60 days.
- (11) Maxime Poudrier was appointed our Chief Operating Officer in August 2025.
- (12) Includes 4 common shares underlying options that have vested or will vest within the next 60 days.

The information as to shares beneficially owned, not being within our knowledge, has been furnished by each of our officers and directors, all directors and executive officers as a group, and each person who is known to us to own beneficially more than 5% of our common shares.

As of November 20, 2025, there were 35 holders of record of our common shares in the United States including CEDE & Co., which is a nominee of the Depository Trust Company.

Transfer Agent

Our common shares are recorded in registered form on the books of our transfer agent, Odyssey Transfer and Trust Company, located at 2155 Woodland Drive, Suite 100, Woodbury, MN, 55125.

B. Related Party Transactions

RELATED-PARTY TRANSACTIONS

In addition to employment and consulting agreements described elsewhere in this annual report and the agreements related to the acquisition of Nautical Ventures, the following summarizes those transactions since September 1, 2022 to which we have been a participant in which the amount involved exceeded or will exceed \$25,000, and in which any of our directors, executive officers or beneficial owners of our common shares who own more than 10% of our common shares or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest.

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The following advances from related parties are non-interest bearing and have no specified terms of repayment. As of August 31, 2025, the amounts due to and from related parties are as follows:

	As of August 31, 2025 \$
Share subscription receivable	
9335-1427 Quebec Inc. ⁽¹⁾	18,193
Alexandre Mongeon ⁽²⁾	10,333
	<u>28,526</u>
Amounts due to related parties included in trade and other payable	
Alexandre Mongeon ⁽²⁾	16,946
Raffi Sossoyan ⁽³⁾	7,277
Roger Moore ⁽⁴⁾	19,520
Daniel Rathe ⁽⁵⁾	6,154
	<u>49,897</u>
Proceeds receivable from related parties	
Non-interest bearing demand note receivable from Marine Ventures LLC ⁽⁶⁾	3,422,154
Contingent receivable from Marine Ventures LLC ⁽⁶⁾	6,967,763
	<u>10,389,917</u>
Purchase consideration payable to related party	
Initial Convertible Note due to Roger Moore ⁽⁴⁾	3,111,810
Subsequent Convertible Note due to Roger Moore ⁽⁴⁾	653,262
Real Estate Note due to Roger Moore ⁽⁴⁾	1,283,484
	<u>5,048,506</u>

The following table summarizes our related party transactions for the years ended August 31, 2025, 2024 and 2023:

	August 31, 2025 \$	August 31, 2024 \$	August 31, 2023 \$
Expenses:			
Research and Development			
Mac Engineering, SASU ⁽⁷⁾	997,479	2,028,793	405,416
Office salaries and benefits			
Montana Strategies Inc. ⁽⁸⁾	—	—	21,481
Interest expense			
Roger Moore ⁽⁴⁾	45,448	—	—
Rent expense			
California Electric Boat Company ⁽⁸⁾⁽⁹⁾	196,129	16,503	—
Marine Ventures LLC ⁽⁶⁾	148,032	—	—
Income booked through Contributed Surplus:			
Management fees			
Marine Ventures LLC ⁽⁶⁾	254,084	—	—

(1) Mr. Alexandre Mongeon has control and dispositive power over 9335-1427 Quebec Inc.

(2) Mr. Alexandre Mongeon is Chief Executive Officer of the Company.

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- (3) Mr. Raffi Sossayan is the Chief Financial Officer of the Company.
- (4) Mr. Roger Moore is the Chief Revenue Officer of the Company.
- (5) Daniel Rathe is the Chief Technical Officer of the Company.
- (6) Mr. Roger Moore has control and dispositive power over Marine Ventures LLC.
- (7) Mr. Xavier Montagne, a former officer of the Company until July 2025, has control and dispositive power over Mac Engineering, SASU.
- (8) Prior to June 3, 2021, Montana Strategies Inc. was a wholly owned corporation of Philippe Pellerin a related party who operated our rental business in the United States (prior to the sale of EBR).
- (8) Mr. Alexandre Mongeon has control and dispositive power over California Electric Boat Company Inc.
- (9) The Company leases its Boisbriand premises from California Electric Boat Company Inc. Prior to August 1, 2024, this lease was accounted for as a right-of-use asset and lease liability. However, on August 1, 2024, the lease was renegotiated for a one year term only and ceased to be accounted for as a right-of-use asset and lease liability. As such, as at August 31, 2025, the right-of-use asset for this lease was nil (August 31, 2024 – nil; August 31, 2023 – \$939,014) and the lease liability was nil (August 31, 2024 – nil; August 31, 2023 – \$1,031,202).

On June 10, 2025, Nautical Ventures entered into lease agreements with Marine Ventures LLC, an entity over which Roger Moore, an officer of the Company, has control and dispositive power. The lease agreements were for commercial properties, two of which were subsequently sold. The remaining properties are described in the “Property, Plant and Equipment” section above (excluding the Palm Beach property which was one of the two properties sold and is now leased from the new third party owner]. For two of the locations, the lease term is for one year with nine additional options to extend the term of the lease for additional periods of one year each with total monthly lease payments totaling \$71,860. For four of the locations, the lease term is for five years with one additional option to extend the term of the lease for an additional period of five years with total monthly lease payments totaling \$133,775. We have an exclusive option to purchase each of these properties at any time during the lease term of the relevant property.

In addition to employment and consulting agreements described elsewhere in this Annual Report, we have entered into the following transactions with our directors, officers, promoters and shareholders who beneficially own more than 10% of our common shares:

- We pay rent to California Electric Boat Company Inc. for the use of our manufacturing space and offices. Our Chief Executive Officer is an affiliate of California Electric Boat Company. This space is in four adjacent units each under a separate lease. One lease is for 3,607 square feet, has a monthly rent of C\$4,485 and expires on July 31, 2026. The second lease is for 3,611 square feet, has a monthly rent of C\$4,490 and expires on July 31, 2026. The third lease is for 3,607 square feet, has a monthly rent of C\$4,485 and expires on July 31, 2026. The fourth lease is for 3,564 square feet, has a monthly rent of C\$4,430 and expires on July 31, 2026. We paid rent to California Electric Boat Company Inc. of \$196,129 in our 2025 fiscal year, \$227,715 in our 2024 fiscal year and \$283,368 in our 2023 fiscal year.
- We entered into an agreement with Montana Strategies Inc. to rent a forklift truck in connection with EB Rental Ltd.’s operations pursuant to which we paid \$62,462 in the fiscal year ended August 31, 2023. This agreement has been terminated.
- On April 25, 2024, we sold 100% of the shares of EB Rental, Ltd., which previously facilitated our electric boat rental operations located in Newport Beach, California, to EB Strategies Inc. for \$794,616. Up until April 25, 2024, EB Strategies Inc was considered a related party whose controlling shareholder was a member of management of our boat rental operation. His employment and association with us ended at the close of this transaction.

C. Interests of Experts and Counsel

Not Applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Financial Statements

The consolidated financial statements of the Company for the years ended August 31, 2025, 2024 and 2022 have been prepared in accordance with IFRS, as issued by the International Accounting Standards Board, or IASB and are incorporated by reference to Exhibit 99.1 to our report on Form 6-K filed on November 28, 2025. The consolidated financial statements for the years ended August 31, 2025, 2024, and 2023, including related notes, are accompanied by the report of the Company's independent registered public accounting firm, M&K CPAS, PLLC, for the years ended August 31, 2025 and 2024, and Ernst & Young LLP for the year ended August 31, 2023.

Legal Proceedings

Except as otherwise disclosed herein, as of the date of this Annual Report, in the opinion of our management, we are not currently a party to any litigation or legal proceedings which are material, either individually or in the aggregate, and, to our knowledge, no legal proceedings of a material nature involving us currently are contemplated by any individuals, entities or governmental authorities.

Dividends

We have not paid any dividends on our common shares since incorporation. Our management anticipates that we will retain all future earnings and other cash resources for the future operation and development of our business. We do not intend to declare or pay any cash dividends in the foreseeable future. Payment of any future dividends will be at the Board's discretion, subject to applicable law, after taking into account many factors including our operating results, financial condition and current and anticipated cash needs.

B. Significant Changes

We have not experienced any significant changes since the date of the consolidated financial statements included with this Annual Report except as disclosed in this Annual Report.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing

Our common shares are traded on the Nasdaq Capital Market under the symbol "VMAR".

B. Plan of Distribution

Not Applicable.

C. Markets

Please see Section 9.A above.

D. Selling Shareholders

Not Applicable.

E. Dilution

Not Applicable.

F. Expenses of the Issue

Not Applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not Applicable.

B. Memorandum and Articles of Association

Our company was incorporated under the laws of the Province of Quebec, Canada on August 27, 2012, under the name Riopel Marine, Inc. We amended our Articles of Incorporation on April 22, 2020, to change our name to Vision Marine Technologies Inc. We amended our Articles of Incorporation on September 30, 2022, to create a new class of preferred shares., (ii) on December 13, 2023, to create the Series A Convertible Preferred Shares (the “Series A Preferred Shares”), and (ii) on December 13, 2023, to create the Series B Convertible Preferred Shares (the “Series B Preferred Shares”). The following is a description of certain sections of our Articles of Incorporation as amended.

Remuneration of Directors

Our directors are entitled to the remuneration for acting as directors as the directors may from time to time determine. Unless otherwise provided for in a unanimous shareholder’s agreement, the Board fixes, from time to time, by resolution, the remuneration of the directors. In addition, the Board, may, by resolution, grant special compensation to a director who performs a specific or additional mandate on our behalf. Directors also have the right to be reimbursed for travel expenses and all reasonable costs and expenses incurred in the exercise of their duties.

Number of Directors

Our Articles of Incorporation provide for a minimum of one and a maximum of ten directors. The Board is composed of the fixed number of directors, between these minimum and maximum numbers, determined by resolution of the Board, or failing that by shareholder resolution. An amendment to the Articles of Incorporation which reduces the number of directors does not end the mandate of the directors in office.

Directors

Our directors are elected each year at the annual shareholder’s meeting. The election of a director is made by plurality of votes; the candidates who collect the greatest number of votes are elected in descending order, up to the number of positions to be filled. Our Articles of Incorporation provide that the Board may, between annual meetings, appoint one or more additional directors to serve until the next annual meeting, but the number of additional directors must not at any time exceed the fixed or maximum number of directors provided for by the Articles of Incorporation.

Our directors may from time to time on behalf of our company, without shareholder approval:

- Take out loans;
- Issue, reissue, sell or mortgage its debt securities;
- Give security for the performance of another person’s obligation;
- Mortgage all or part of his property, present or future, in order to guarantee the performance of any obligation;
- Fill vacancies in the directors or the auditor or to appoint additional directors;
- Appoint our chairman and the chairman of our Board, the head of management, the head of operations or the head of finance, and fix their remuneration;
- Authorize the issue of shares;
- Approve the transfer of unpaid shares;
- Declare dividends;

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- Acquire, in particular by purchase, redemption or exchange, shares issued by us;
- Subdivide, redesign or convert shares;
- Authorize the payment of a commission to a person who purchases our shares or other securities, or who undertakes to buy or to have these shares or values purchased;
- Approve the financial statements presented at annual meetings of shareholders;
- Adopt the rules of procedure, modify or repeal them;
- Authorize calls for payments;
- Authorize the confiscation of shares;
- Approve an amendment to the Articles of Incorporation allowing the series division of a class of unissued shares and establish the designation, rights and restrictions;
- Approve a simplified merger.

Authorized Capital

Our Articles of Incorporation provides that our authorized capital consists of two (2) classes of shares, being an unlimited number of common shares without par value, issuable in four series, of which an unlimited number are designated as Voting Common Shares - Series Founder, an unlimited number are designated as Voting Common Shares - Series Investor 1, an unlimited number are designated as Voting Common Shares - Series Investor 2 and an unlimited number are designated as Non-Voting Common Shares, and we are also authorized to issue an unlimited number of preferred shares without par value, in one (1) or more series, each series to consist of such number of shares as may before issuance thereof be determined by the directors.

Rights, Preferences and Restrictions Attaching to Our Shares

Our Voting Common Shares, subject to the Business Corporations Act, are entitled to the following rights, privileges, restrictions and conditions attaching to our Voting Common Shares:

- Voting Common Shares carry the right to vote at every shareholders' meeting and receive a notice of meeting; each shareholder has one vote per share during the meeting;
- Voting Common Shares carry the right to receive any dividend;
- Voting Common Shares have the right to share the remainder of the assets in the event of our liquidation or dissolution.

Our Non-Voting Common Shares, subject to the Business Corporations Act, are entitled to the following rights, privileges, restrictions and conditions attaching to our Non-Voting Common Shares:

- Non-Voting Common Shares do not carry the right to vote at shareholder meetings or to receive notice of such meetings;
- Non-Voting Common Shares carry the right to receive any dividend;
- Non-Voting Common Shares have the right to share the remainder of the assets in the event of our liquidation or dissolution.

Our directors may at any time and from time to time issue the Preferred Shares in one (1) or more series, each series to consist of such number of shares as may before issuance thereof be determined by the directors, with such designation, rights, restrictions, conditions and limitations to attach to the Preferred Shares as our directors may determine.

To date, we have created:

Series A Preferred Shares

By certificate of amendment dated December 13, 2023, the Corporation created the Series A Convertible Preferred (the "Series A Preferred Shares"). Pursuant to a private placement which closed on December 21, 2023, the Series A Preferred Shares were limited to 6,000 shares in total and each Series A preferred share had a stated Value equal to \$1,000. Holders of the Series A Preferred Shares are not entitled to receive any dividends, however as long as any Series A Preferred Shares remain outstanding, the Corporation is prohibited from declaring any dividends or making any distributions on any securities junior to the Series A Preferred Shares.

The Series A Preferred Shares have no voting rights except if the Corporation proposes to (i) alter or adversely change the prior preferences given to the Series A Preferred Shares, (ii) authorize or create any class of shares ranking as to dividends, redemption or distribution any rights senior to or pari-passu with the Series A Preferred Shares, (iv) increase the number of authorized preferred shares, or (v) enter into any agreement with respect to any of the foregoing.

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Upon liquidation, dissolution or winding-up of the Corporation, holders of Series A Preferred Shares would be entitled to receive, an amount equal to the stated value plus accrued and unpaid dividends thereon and such payments would be made before any distribution or payment is made to the holders of any junior securities.

Each Series A Preferred Share is convertible, at any time and from time to time, after they are issued, at the option of the holder into that number of Common Shares determined by dividing the stated value of such Series A Preferred Shares by the conversion price. The conversion price shall be equal to \$1,417.50 subject to any adjustments otherwise provided in the articles of amendment. However, the conversion price in connection with a forced conversion would be the lesser of the then price and 80% of the average VWAP during the five trading days ending on and including the forced conversion date. In no event, shall the conversion price be less than \$405.00, subject to adjustment.

The Series A Preferred Shares are subject to a forced conversion on the one-year anniversary date of original issue pursuant to which the Corporation shall deliver a written notice to all holders of Series A Preferred Shares to cause each holder to convert all or part of such holder's Series A Preferred Shares plus all liquidated damage and other amounts due in respect of the Series A Preferred Shares.

The Series A Preferred Shares also contain a number of negative covenants that prevent the Corporation from taking various actions which would adversely affect any rights of the holders of Series A Preferred Shares including, without limitation, (i) amending its charter documents, (ii) repurchasing or offering to dividends or distributions on junior securities of the Corporation, or (iv) enter into any agreements with respect to any of the foregoing.

The Corporation also has the right to redeem all but not less than all of the stated value of the Series A Preferred Shares then outstanding in cash at a price equal to 120% of the stated value being redeemed as of the redemption date. The Series A Preferred Shares also have adjustment mechanisms in order to insure that upon any splits or reverse splits any appropriate adjustment shall be made to the conversion price and to the number of common shares and contain specific adjustments for any equity sales which are issued below the then set price.

Series B Preferred Shares

By certificate of amendment dated January 15, 2024, the Corporation created the Series B Convertible Preferred (the "Series B Preferred Shares"). Pursuant to a private placement which closed on January 19, 2024, the Series B Preferred Shares were limited to 3,000 shares in total and each Series B preferred share had a stated Value equal to \$1,000. Holders of the Series B Preferred Shares are not entitled to receive any dividends, however as long as any Series B Preferred Shares remain outstanding, the Corporation is prohibited from declaring any dividends or making any distributions on any securities junior to the Series B Preferred Shares.

The Series B Preferred Shares have no voting rights except if the Corporation proposes to (i) alter or adversely change the prior preferences given to the Series B Preferred Shares, (ii) authorize or create any class of shares ranking as to dividends, redemption or distribution any rights senior to or pari-passu with the Series B Preferred Shares, (iv) increase the number of authorized preferred shares, or (v) enter into any agreement with respect to any of the foregoing.

Upon liquidation, dissolution or winding-up of the Corporation, holders of Series B Preferred Shares would be entitled to receive, an amount equal to the stated value plus accrued and unpaid dividends thereon and such payments would be made before any distribution or payment is made to the holders of any junior securities.

Each Series B Preferred Share is convertible, at any time and from time to time, after they are issued, at the option of the holder into that number of Common Shares determined by dividing the stated value of such Series B Preferred Shares by the conversion price. The conversion price shall be equal to \$1,417.50 subject to any adjustments otherwise provided in the articles of amendment. However, the conversion price in connection with a forced conversion would be the lesser of the then price and 80% of the average VWAP during the five trading days ending on and including the forced conversion date. In no event, shall the conversion price be less than \$405.00, subject to adjustment.

The Series B Preferred Shares are subject to a forced conversion on the one-year anniversary date of original issue pursuant to which the Corporation shall deliver a written notice to all holders of Series B Preferred Shares to cause each holder to convert all or part of such holder's Series B Preferred Shares plus all liquidated damage and other amounts due in respect of the Series B Preferred Shares.

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The Series B Preferred Shares also contain a number of negative covenants that prevent the Corporation for taking various actions which would adversely affect any rights of the holders of Series B Preferred Shares including, without limitation, (i) amending its charter documents, (ii) repurchasing or offering to repurchase or otherwise require more than a de minimus number of common shares, (iii) pay cash dividends or distributions on junior securities of the Corporation, or (iv) enter into any agreements with respect to any of the foregoing.

We also have the right to redeem all but not less than all of the stated value of the Series B Preferred Shares then outstanding in cash at a price equal to 120% of the stated value being redeemed as of the redemption date. The Series B Preferred Shares also have adjustment mechanisms in order to insure that upon any splits or reverse splits any appropriate adjustment shall be made to the conversion price and to the number of common shares and contain specific adjustments for any equity sales which are issued below the then set price.

Shareholder Meetings

The Business Corporations Act provides that: (i) we must hold an annual meeting of shareholders; if necessary, we can hold one or more special shareholder's meetings; (ii) shareholders meeting may be held in Quebec, in any place chosen by the Board, or may be held at a location outside Quebec if the articles allow it, or if all the shareholders entitled to vote agree; (iii) an annual meeting must be held within 15 months of the previous annual meeting; (iv) the Board may at any time call a special meeting; (v) shareholders holding at least 10% of the shares giving the right to vote at the special meeting requested to be convened may, by means of a notice, request the Board to convene a special meeting for the purposes set out in their request.

C. Material Contracts

In addition to the contracts described elsewhere in this Annual Report, the following are summaries of each material contract to which we are a party for the two years preceding the date of this Annual Report.

December 2023 Private Placement

On December 14, 2023, the Company announced that it entered into definitive securities purchase agreements with several institutional and accredited investors (the "Investors") for the sale of its preferred shares and warrants. We sold an aggregate of 3,000 shares of our non-dividend bearing Series A Convertible Preferred Shares, with a stated value of \$1,000 per share, and Warrants to purchase up to 2,124 of its common shares for aggregate gross proceeds of \$3.0 million, before deducting placement agent fees and other offering expenses. Investors were also granted an option to purchase up to an additional 3,000 shares of Series A Convertible Preferred Shares and up to an additional 2,124 Warrants for a period of six (6) months from the execution of the definitive securities purchase agreements. The shares of Series A Convertible Preferred Shares are initially convertible into an aggregate of 2,124 common shares of the Company at a conversion price of \$1,417.50 per share, as may be adjusted, for a period of twelve (12) months, at which time the Series A Convertible Preferred Shares becomes mandatorily convertible, subject to a potential price adjustment at maturity. The Warrants have an exercise price of \$1,417.50 per share and will expire five (5) years from the date of issuance. Simultaneously with the execution of the definitive securities purchase agreement, the Company has agreed to reduce the exercise price of 2,060 of its previously issued warrants from \$5,467.50 and \$5,683.50 to \$1,417.50, which includes certain participating investors, who have entered into warrant amendment agreements with the Company. Joseph Gunnar & Co., LLC acted as the exclusive placement agent for the offering. The offering closed on December 21, 2023.

In connection with this offering, the Company paid Joseph Gunnar & Co., LLC, as placement agent, an aggregate cash fee equal to 6% of the gross proceeds. Additionally, the Company issued to Joseph Gunnar & Co., LLC or its designees, warrants to purchase 103 common shares. The warrants are exercisable six months following the date of issuance, at an exercise price of \$1,417.50 per common share, and will expire five years from the date of issuance.

January 2024 Private Placement

On January 18, 2024, the Company announced that it had entered into definitive securities purchase agreement with the Government of Quebec, through Investissement Québec (the "Investor") for the sale of its preferred shares and warrants. Vision Marine sold an aggregate of 3,000 shares of its non-dividend bearing Series B Convertible Preferred Shares, with a stated value of \$1,000 per share, and Warrants to purchase up to 2,117 of its common shares for aggregate gross proceeds of \$3.0 million, before deducting placement agent fees and other offering expenses. The shares of Series B Convertible Preferred Shares are initially convertible into an aggregate of 2,117 common shares of the Company at a conversion price of \$1,417.50 per share, as may be adjusted, for a period of twelve (12) months, at which time the Series B Convertible Preferred Shares become mandatorily convertible, subject to a potential price adjustment at maturity. The Warrants have an exercise price of \$1,417.50 per share and will expire five (5) years from the date of issuance.

August 2024 Warrant Exchange

2,124 warrants to purchase Voting Common Shares issued to Series A Convertible Preferred shareholders were exchanged for 4,186 Voting Common Shares and 48 Pre-Funded Warrants.

September 2024 Private Placement

On September 16, 2024, the Company entered into a subscription agreement with investors for the purchase and sale of 37,778 Voting Common Shares at a purchase price of \$90.00 per share, in a private placement offering exempt from registration under the Securities Act pursuant to Regulation S promulgated thereunder.

In connection with this offering, the Company paid ThinkEquity LLC, as placement agent, an aggregate cash fee equal to 7.5% of the gross proceeds. Additionally, the Company issued to ThinkEquity LLC or its designees, warrants to purchase 1,896 Voting Common Shares. The warrants are exercisable six months following the date of issuance, at an exercise price of \$112.50 per share, and will expire five years from the date of issuance.

October 2024 “At the Market” Placement

We established an “at-the-market” facility with ThinkEquity LLC for the sale of up to \$11.75 million of Voting Common Shares. By January 13, 2025, we had issued 447,816 Voting Common Shares as part of the “at the market” public offering for a total cash consideration of \$11,749,616, less transaction costs of \$681,063, and as a result, we had no additional securities to sell under this facility.

January 2025 Private Placement

On January 16, 2025, the Company entered into a subscription agreement with investors for the purchase and sale of 425,640 Voting Common Shares and 45,000 pre-funded warrants at a purchase price of \$12.50 per share (inclusive of the pre-funded warrant exercise price), in a private placement offering exempt from registration under the Securities Act pursuant to Regulation S promulgated thereunder.

In connection with this offering, the Company paid ThinkEquity LLC, as placement agent, an aggregate cash fee equal to 8% of the gross proceeds. Additionally, the Company issued to ThinkEquity LLC or its designees, warrants to purchase 23,537 Voting Common Shares. The warrants are exercisable six months following the date of issuance, at an exercise price of \$15.00 per share, and will expire five and half years from the date of issuance.

August 2025 Underwriting Agreement

On August 15, 2025, we entered into an underwriting agreement with ThinkEquity LLC (the “Underwriter”), pursuant to which we issued and sold, in a firm commitment offering, an aggregate of 2,075,000 of our common shares, no par value, and 1,425,000 pre-funded warrants at a public offering price of \$2.00 per common share (inclusive of the pre-funded warrant exercise price). The offering closed on August 18, 2025 and generated gross proceeds of \$7,000,000 before deducting underwriting discount and other Offering expenses payable by the Company. Pursuant to such Underwriting Agreement, we have agreed that, subject to certain exceptions or prior written consent of the Underwriter, (i) we will not issue, or enter into any agreement to issue or announce the issuance or proposed issuance of our common shares (or securities deemed equivalent to common shares) for a period of sixty days following the closing of the offering and that (ii) we will not enter into a variable rate transaction for a period of six months following the closing of the offering. The Agreement contains customary representations, warranties and agreements on our part, indemnification obligations and other obligations of the parties.

The underwriting discount was 6.5% and we granted the Underwriter an option expiring 45-days from the effective date of the Registration Statement to purchase up to an additional 525,000 of our common shares or pre-funded warrants to cover over-allotments representing 15% of the common shares and pre-funded warrants sold in the offering. Additionally, we issued to the Underwriter and/or its designees warrants to purchase up to 175,000 common shares. Such warrants have a term of five years commencing August 15, 2025, are exercisable commencing August 18, 2025, and have an exercise price of \$2.50 per common share.

Equity Purchase Agreement

On June 20, 2025, we entered into an Equity Purchase Agreement (together with the ancillary agreements described therein, the “Agreement”) to acquire Nautical Ventures and other related entities. The acquisition of Nautical Ventures (the “Acquisition”) pursuant to the Agreement occurred on June 23, 2025. Pursuant to the Agreement, we acquired all of the issued and outstanding equity of Nautical Ventures in exchange for:

- (i) the payment of \$2.3 million to settle certain indebtedness and outstanding tax liabilities of Nautical Ventures;
- (ii) the issuance of a convertible note (the “Initial Convertible Note”) in a principal amount of \$4,000,000. The Initial Convertible Note has a term of twenty-four months, bears interest at the rate of 6% per year (12% in the event of a default) and is convertible into common shares at a conversion price of \$8.624 per share. We are required to make a minimum monthly payment of \$20,000 of interest and principal on the Initial Convertible Note; and
- (iii) an agreement to issue convertible notes for up to US\$2,000,000 each on terms substantially identical to the Initial Convertible Note depending on the outcome of (a) certain claims against Nautical Ventures and (b) the sale of properties in North Palm Beach.

Pursuant to the Agreement, we may obtain all of the outstanding membership interests of Moore Marine Ventures LLC (“Marine Ventures”), a Florida limited liability company controlled by Roger Moore, the chairman and chief economic officer of Nautical Ventures and a party to the Agreement that owned 93% of the equity interest of Nautical Ventures at the time of the Agreement, and/or of the properties indirectly owned by Marine Ventures. Marine Ventures owns several subsidiaries that own a total of six properties leased by Nautical Ventures in the operation of its business. The consideration to be paid in exchange for the acquisition of Marine Ventures and/or the properties that it indirectly owns depends on how many of the six properties indirectly owned by Marine Ventures that we opt to purchase. If we elect to purchase Marine Ventures and/or all of the six properties that it indirectly owns, we will

- (i) deliver evidence of payment of indebtedness of Marine Ventures and/or its subsidiaries;
- (ii) issue a convertible note (the “Subsequent Convertible Note”) in a principal amount of \$2,000,000. The Subsequent Convertible Note would have a term of thirty-six months, bear interest at the rate of 6% per year (12% in the event of a default) and would be convertible into common shares at a conversion price of \$8.624 per share. Upon issuance of such Subsequent Convertible Note, we would be required to make a minimum monthly payment of \$10,000 of interest and principal on the Subsequent Convertible Note; and
- (iii) issue up to 225,012 of our common shares (the “Equity Consideration”).

The Initial Convertible Note was placed into escrow with us and the Equity Consideration will be placed into escrow with us to secure potential purchase price adjustments under the Agreement under which we may reduce the Initial Convertible Note and the Equity Consideration including (i) as based on a calculation of the difference between Nautical Venture’s estimates of its indebtedness, net working capital and transaction expenses and the actual amounts of each as determined within 120 days from closing, with the net working capital target which is set at \$6,000,000 (ii) for certain indemnifications resulting from liabilities under the Equity Purchase Agreement (not to exceed \$3,000,000). On August 25, 2025, an amendment to the Agreement was executed whereby the above potential purchase price adjustments were waived and the actual Nautical Ventures indebtedness and working capital targets were met at closing.

In connection with the Acquisition, we invested \$1,690,210.61 in Nautical Ventures to fund operating expenses.

An additional closing condition of the Acquisition was that Nautical Ventures enter into a new employment agreement with Roger Moore. Pursuant to the new employment agreement, Mr. Moore will serve as the Chief Revenue Officer of Nautical Ventures in exchange for a salary of \$350,000 per year and eligibility for a discretionary bonus.

In October 2025, Marine Ventures completed the sale of two properties in North Palm Beach. We received net proceeds of approximately \$3.8 million from these transactions, after repayment of the related mortgage obligations. Upon completion of these transactions, we issued a convertible note (“Real Estate Note”) in a principal amount of \$2,000,000 to Roger Moore. The Real Estate Note has a term of twenty-four months, bears interest at the rate of 6% per year (12% in the event of a default) and is convertible into common shares at a conversion price of \$8.624 per share. We are required to make a minimum monthly payment of \$10,000 of interest and principal on the Real Estate Note.

D. Exchange Controls

We are incorporated pursuant to the laws of the Province of Quebec, Canada. There is no law or governmental decree or regulation in Canada that restricts the export or import of capital, or affects the remittance of dividends, interest or other payments to a non-resident holder of common shares, other than withholding tax requirements. Any such remittances to United States residents are generally subject to withholding tax, however no such remittances are likely in the foreseeable future. See “Certain Canadian Federal Income Tax Considerations For Non-Canadian Holders,” below.

There is no limitation imposed by Canadian law or by the charter or other constituent documents of our company on the right of a non-resident to hold or vote common shares of our company. However, the *Investment Canada Act* (Canada) (the “Investment Act”) has rules regarding certain acquisitions of shares by non-residents, along with other requirements under that legislation.

The following discussion summarizes the principal features of the Investment Act for a non-resident who proposes to acquire common shares of our company. The discussion is general only; it is not a substitute for independent legal advice from an investor’s own advisor; and it does not anticipate statutory or regulatory amendments.

The Investment Act is a federal statute of broad application regulating the establishment and acquisition of Canadian businesses by non-Canadians, including individuals, governments or agencies thereof, corporations, partnerships, trusts or joint ventures (each an “entity”). Investments by non-Canadians to acquire control over existing Canadian businesses or to establish new ones are either reviewable or notifiable under the Investment Act. If an investment by a non-Canadian to acquire control over an existing Canadian business is reviewable under the Investment Act, the Investment Act generally prohibits implementation of the investment unless, after review, the Minister of Innovation, Science and Economic Development, is satisfied that the investment is likely to be of net benefit to Canada.

A non-Canadian would acquire control of our company for the purposes of the Investment Act through the acquisition of common shares if the non-Canadian acquired a majority of the common shares of our company.

Further, the acquisition of less than a majority but one-third or more of the common shares of our company would be presumed to be an acquisition of control of our company unless it could be established that, on the acquisition, our company was not controlled in fact by the acquirer through the ownership of common shares.

For a direct acquisition that would result in an acquisition of control of our company, subject to the exception for “WTO-investors” that are controlled by persons who are resident in World Trade Organization (“WTO”) member nations, a proposed investment would be reviewable where the value of the acquired assets is C\$5 million or more, or if an order for review was made by the federal cabinet on the grounds that the investment related to Canada’s cultural heritage or national identity, where the value of the acquired assets is less than C\$5 million.

For a proposed indirect acquisition that by an investor other than a so-called WTO investor that would result in an acquisition of control of our company through the acquisition of a non-Canadian parent entity, the investment would be reviewable where the value of the assets of the entity carrying on the Canadian business, and of all other entities in Canada, the control of which is acquired, directly or indirectly is C\$50 million or more. The threshold is reduced to C\$5 million or more for a direct acquisition of control of the company by a non-WTO investor.

In the case of a direct acquisition by or from a “WTO investor”, the threshold is significantly higher. An investment in common shares of our company by a WTO investor would be reviewable only if it was an investment to acquire control of the company and the enterprise value of the assets of the company was equal to or greater than a specified amount, which is published by the Minister after its determination for any particular year. This amount is currently C\$1.075 billion (unless the WTO member is party to one of a list of certain free trade agreements, in which case the amount is currently C\$1.613 billion); beginning January 1, 2019, both thresholds will be adjusted annually by a GDP (Gross Domestic Product) based index.

The higher WTO threshold for direct investments and the exemption for indirect investments do not apply where the relevant Canadian business is carrying on a “cultural business”. The acquisition of a Canadian business that is a “cultural business” is subject to lower review thresholds under the Investment Act because of the perceived sensitivity of the cultural sector.

In 2009, amendments were enacted to the Investment Act concerning investments that may be considered injurious to national security. If the Minister of Innovation, Science and Economic Development has reasonable grounds to believe that an investment by a non-Canadian “could be injurious to national security,” the Minister of Innovation, Science and Economic Development may send the non-Canadian a notice indicating that an order for review of the investment may be made. The review of an investment on the grounds of national security may occur whether or not an investment is otherwise subject to review on the basis of net benefit to Canada or otherwise subject to notification under the Investment Act. To date, there is neither legislation nor guidelines published, or anticipated to be published, on the meaning of “injurious to national security.” Discussions with government officials suggest that very few investment proposals will cause a review under these new sections. In 2016, the government of Canada released a set of guidelines for the national security review process. The guidelines state that, in assessing a proposed investment under the national security provisions of the Investment Act, the nature of the asset or business activities and the parties, including the potential for third party influence, involved in the transaction will be considered. The guidelines also provide a list of factors that may be taken into account to determine whether a review of an investment on national security grounds will be conducted.

Certain transactions, except those to which the national security provisions of the Investment Act may apply, relating to common shares of our company are exempt from the Investment Act, including:

- a) the acquisition of our common shares by a person in the ordinary course of that person’s business as a trader or dealer in securities,
- b) the acquisition of control of our company in connection with the realization of security granted for a loan or other financial assistance and not for a purpose related to the provisions on the Investment Act, and
- c) the acquisition of control of our company by reason of an amalgamation, merger, consolidation or corporate reorganization following which the ultimate direct or indirect control in fact of our company, through the ownership of common shares, remained unchanged.

E. Taxation

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax considerations generally applicable to a “U.S. Holder” of the ownership and disposition of the Common Shares. This summary addresses only holders who hold the Common Shares as capital assets (generally, property held for investment purposes). This summary does not address all potentially relevant U.S. federal income tax matters, and unless otherwise specifically provided, it does not address any state, local, non-U.S. alternative minimum, unearned income “Medicare” contribution, estate or gift tax consequences of holding or disposing of common shares.

As used herein, the term “U.S. Holder” means any beneficial owner of Common Shares, who, for U.S. federal income tax purposes, is: (i) a citizen or individual resident of the United States; (ii) a corporation (or other entity classified as a corporation for U.S. federal tax purposes) organized in or under the laws of the United States or of any state thereof or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust (A) if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (B) that has elected to be treated as a U.S. person under applicable U.S. Treasury Regulations.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal tax purposes) holds common shares, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Partnerships (or other entities or arrangements classified as a partnership for U.S. federal tax purposes) holding common shares, and their partners and other owners, should consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them.

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This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), administrative pronouncements and rulings of the Internal Revenue Service (“IRS”), judicial decisions and existing and proposed U.S. Treasury Regulations, changes to any of which subsequent to the date of this Annual Report may affect the tax consequences described herein, possibly on a retroactive basis. This summary is for general guidance only and does not address the consequences applicable to certain categories of shareholders subject to special treatment under the Code, including tax-exempt organizations, pass through entities, certain financial institutions, insurance companies, qualified retirement plans, individual retirement accounts or other tax deferred accounts, persons that hold common shares as part of a straddle, hedging transaction, conversion transaction, constructive sale or other arrangement involving more than one position, persons that acquired common shares in connection with the exercise of employee stock options or otherwise as compensation for services, dealers in securities or foreign currencies, traders in securities that elect to use a mark to market method of accounting, U.S. persons whose functional currency (as defined in the Code) is not the U.S. dollar, former citizens or permanent residents of the United States, or persons that own directly, indirectly or constructively 10% or more of our shares by voting power or by value.

Prospective investors should consult their own tax advisors with respect to the tax considerations relevant to them, having regard to their own particular circumstances.

The Common Shares

Distributions with respect to the Common Shares

Subject to the passive foreign investment company (“PFIC”) rules discussed below, a U.S. Holder will generally recognize, to the extent out of our current and accumulated earnings and profits (determined in accordance with U.S. federal income tax principles), dividend income on the receipt (or constructive receipt) of distributions on the Common Shares (including amounts withheld to pay any Canadian withholding taxes). The Company does not intend to calculate its earnings and profits in accordance with U.S. federal income tax principles. Accordingly, U.S. Holders should expect that a distribution will generally be treated as a dividend for U.S. federal income tax purposes.

The amount of any dividend paid to a U.S. Holder in Canadian dollars (including amounts withheld to pay Canadian withholding taxes) will be includible in income in a U.S. dollar value amount by reference to the exchange rate between the U.S. dollar and the Canadian dollar in effect on the date of receipt of such dividend by the U.S. Holder, regardless of whether the Canadian dollars so received are in fact converted into U.S. dollars. A U.S. Holder will have a tax basis in the Canadian dollars equal to their U.S. dollar value on the date of receipt. If the Canadian dollars received are converted into U.S. dollars on the date of receipt, the U.S. Holder should generally not be required to recognize foreign currency gain or loss in respect of the dividend. If the Canadian dollars received are not converted into U.S. dollars on the date of receipt, a U.S. Holder may recognize foreign currency gain or loss on a subsequent conversion or other disposition of the Canadian dollars. Such gain or loss will generally be treated as U.S. source ordinary income or loss.

The Company believes that it is a “qualified foreign corporation” and, therefore, distributions treated as dividends and received by certain non-corporate U.S. Holders will be taxed at preferential rates, provided applicable holding period and certain other requirements are satisfied, including that it is not treated as a PFIC for the year of the distribution or for the prior taxable year. Any amount of such distributions treated as dividends will generally not be eligible for the “dividends received” deduction ordinarily available to certain U.S. corporate shareholders under section 243 of the Code.

Distributions on Common Shares that are treated as dividends will generally constitute income from sources outside the United States and will generally be categorized for U.S. foreign tax credit purposes as “passive category income.” A U.S. Holder may be eligible to elect to claim a U.S. foreign tax credit against its U.S. federal income tax liability, subject to applicable limitations and holding period requirements, for Canadian tax withheld, if any, from distributions received in respect of common shares. A U.S. Holder that does not elect to claim a U.S. foreign tax credit may instead claim a deduction for Canadian tax withheld, but only for a taxable year in which the U.S. Holder elects to do so with respect to all non-U.S. income taxes paid or accrued in such taxable year. The rules relating to U.S. foreign tax credits are complex, and each U.S. Holder should consult its own tax advisor regarding the application of such rules.

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Sale, Exchange or Other Taxable Disposition of the Common Shares

Subject to the PFIC rules discussed below, upon a sale, exchange or other taxable disposition of a Common Share, a U.S. Holder will generally recognize a capital gain or loss equal to the difference between the amount realized on such sale, exchange or other taxable disposition (or, if the amount realized is denominated in Canadian dollars, its U.S. dollar equivalent, generally, for U.S. Holders that use the cash method and for electing U.S. Holders that use accrual method, determined by reference to the spot rate of exchange on the date of settlement) and the holder's tax basis of such Common Share. Such gain or loss will be a long-term capital gain or loss if the Common Share has been held for more than one year and will be short-term capital gain or loss if the holding period is equal to or less than one year. Such gain or loss will generally be considered U.S. source gain or loss for U.S. foreign tax credit purposes. Long-term capital gains of non-corporate taxpayers are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

PFIC Rules

A foreign corporation will be considered a PFIC for any taxable year in which (i) 75% or more of its gross income is "passive income" or (ii) 50% or more of the average quarterly value of its assets produce (or are held for the production of) "passive income." For this purpose, "passive income" generally includes interest, dividends, rents, royalties and certain gains. The Company will be treated as owning its proportionate share of the assets and earning its proportionate share of the income of any other corporation, the equity of which it owns, directly or indirectly, 25% or more (by value). We currently do not believe that we were a PFIC in the preceding taxable year nor do we anticipate that we will be a PFIC in the current taxable year or in future taxable years. However, the determination as to whether we are a PFIC for any taxable year is based on the application of complex U.S. federal income tax rules, which are subject to differing interpretations, and is not determinable until after the end of such taxable year. Further, the determination is based in part on the mix, use and value of our assets, which values may be treated as changing for U.S. federal income tax purposes as our market capitalization changes. Because of the above described uncertainties, there can be no assurance that the IRS will not challenge the determination made by us concerning our PFIC status or that we will not be a PFIC for any taxable year. If we were classified as a PFIC in any taxable year during which a U.S. Holder owns our Common Shares, certain adverse tax consequences could apply to such U.S. Holder. If we are characterized as a PFIC, a U.S. Holder may be able to make a "mark-to-market" election with respect to our common shares that would alleviate some of the adverse consequences of PFIC status. Although U.S. tax rules also permit a U.S. Holder to make a "qualified electing fund" election with respect to the shares of a non-U.S. corporation that is a PFIC if the non-U.S. corporation provides certain information to its investors, we do not currently intend to provide the information that would be necessary for a U.S. Holder to make a valid "qualified electing fund" election with respect to our common shares. U.S. Holders should consult their own tax advisors regarding the application of the PFIC rules to their investments in Common Shares and whether to make an election or protective election.

Required Disclosure with Respect to Foreign Financial Assets

Certain U.S. Holders are required to report information relating to an interest in Common Shares, subject to exceptions (including an exception for Common Shares held in accounts maintained by certain financial institutions), by attaching a completed IRS Form 8938, Statement of Specified Foreign Financial Assets, with their tax return for each year in which they hold an interest in Common Shares. U.S. Holders should consult their own tax advisors regarding information reporting requirements relating to their ownership of Common Shares.

Information Reporting and Backup Withholding

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting, and may be subject to backup withholding, unless (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding on a duly executed IRS Form W-9 or otherwise establishes an exemption. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS APPLICABLE TO U.S. HOLDERS WITH RESPECT TO THE ACQUISITION, OWNERSHIP, AND DISPOSITION OF COMMON SHARES. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSIDERATIONS APPLICABLE TO THEM IN THEIR OWN PARTICULAR CIRCUMSTANCES.

F. Dividends and Paying Agents

Not Applicable.

G. Statements by Experts

Not Applicable.

H. Documents on Display

The documents concerning us which are referred to in this Annual Report may be inspected at our offices located at 730 Boulevard du Curé-Boivin, Boisbriand, Quebec, J7G 2A7, Canada. The documents referred to in this Annual Report that have been filed as exhibits to other filings with the SEC may be inspected and copied at the public reference facility maintained by the SEC at 100F. Street NW, Washington, D.C. 20549. In addition, the SEC maintains a website at www.sec.gov that contains copies of documents that we have filed with the SEC using its EDGAR system.

I. Subsidiary Information

Not Applicable.

J. Annual Report to Security Holders

Not Applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed in varying degrees to a variety of financial instrument related risks. Our Board approves and monitors the risk management processes, inclusive of controlling and reporting structures. The type of risk exposure and the way in which such exposure is managed is provided as follows:

Credit risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to us. We have a strict code of credit, including obtaining instalment payments, obtaining agency credit information and setting appropriate credit limits. The maximum exposure to credit risk at the reporting date, is the carrying amount of financial assets. We do not hold any collateral. Generally, trade receivables are written off when there is no reasonable expectation of recovery. Indicators of this include the failure for a debtor to engage in a repayment plan, no active enforcement activity and a failure to make contractual payments. Credit risk related with the debentures is reflected in the fair value of the instrument. Trade and other receivables are generally written off when there is no reasonable expectation of recovery. Indicators of this include the failure for a debtor to engage in a repayment plan, no active enforcement activity and a failure to make contractual payments.

Liquidity risk

Liquidity risk is the risk that we will encounter difficulty in meeting our financial obligations as they fall due. We are exposed to liquidity risk primarily from our trade and other payables, other financial liabilities and long-term debt. We believe that our recurring financial resources are adequate to cover all our expenditures.

	Contractual cash flows \$	Less than one year \$	1-5 years \$	Greater than 5 years \$
August 31, 2025				
Trade and other payables	8,607,790	8,607,790	—	—
Floor plan financing	32,511,664	32,511,664	—	—
Long-term debt	2,030,995	657,110	1,373,885	—
Purchase consideration payable to related party	5,048,506	—	5,048,506	—
	<u>48,198,955</u>	<u>41,776,564</u>	<u>6,422,391</u>	<u>—</u>
August 31, 2024				
Trade and other payables	3,333,858	3,333,858	—	—
Advances from related parties	62,721	62,721	—	—
Long-term debt	339,960	75,159	264,801	—
	<u>3,736,539</u>	<u>3,471,738</u>	<u>264,801</u>	<u>—</u>

Interest rate risk

We are exposed to interest rate risk on our variable rate bank indebtedness and variable and fixed rate long-term debt. Fixed-rate borrowings exposes us to fair value risk while variable rate borrowings exposes us to cash flow risk.

Foreign exchange risk

Foreign exchange risk is the risk that future cash flows or fair value of a financial instrument will fluctuate due to changes in foreign exchange rates. The Company is exposed to transactional foreign currency risk to the extent that there is a mismatch between the currencies in which sales, purchases, receivables and borrowings are denominated and the respective functional currencies of the Company and its subsidiaries. The Company has certain financial assets and liabilities denominated in Canadian dollars. The U.S. dollar equivalent carrying amounts of these assets and liabilities are as follows:

	2025 \$	2024 \$
Cash	48,621	18,545
Trade and other receivables	60,052	75,609
Trade and other payables	463,604	980,061
Long-term debt	189,865	339,960

Sensitivity

A reasonably possible 5% strengthening (weakening) of the Canadian dollar against the U.S. Dollar at the reporting date would have increased (decreased) net loss and other comprehensive loss by the amounts shown below. This analysis assumes that all other variables remain constant.

	Net income (loss)		Other comprehensive income	
	+5 \$	-5 \$	+5 \$	-5 \$
August 31, 2025	439,556	(439,556)	(1,728,309)	1,728,309

Fair value measurement and hierarchy

The fair value measurement of the Company's financial and non-financial assets and liabilities utilizes market observable inputs and data as far as possible. Inputs used in determining fair value measurements are categorized into different levels based on how observable the inputs used in the valuation technique utilized are (the "fair value hierarchy"):

- Level 1: Quoted prices in active markets for identical items (unadjusted);
- Level 2: Observable direct or indirect inputs other than Level 1 inputs; and
- Level 3: Unobservable inputs (i.e., not derived from market data).

The classification of an item into the above levels is based on the lowest level of the inputs used that has a significant effect on the fair value measurement of the item. Transfers of items between levels are recognized in the period they occur.

The carrying amount of trade and other receivables, advances from related parties, floor plan financing and trade and other payables are assumed to approximate their fair value due to their short-term nature.

The fair value of long-term financial liabilities is estimated by discounting the remaining contractual maturities at the current market interest rate that is available for similar financial liabilities.

Classified as Level 3, the fair value of Debentures was estimated using the partial differential equation model to value convertible debentures that include a call feature. Key assumptions used in the model include volatility, which was based on actual trading data, difference in volatility since initial issuance of the instrument and similar instruments on the market, and credit spread, which was based on corporate bond yield spreads in the market and credit spread data for similar public companies. The model included a fair value adjustment based on an initial calibration exercise. During the fiscal year ended August 31, 2023, the Company recorded an impairment loss on the Debentures based on the estimated recoverable amount of the financial asset.

The fair value of the derivative liabilities related to the warrants issued is classified as Level 3 in the fair value hierarchy and is calculated using the Black-Scholes Option Pricing Model using the historical volatility of comparable companies as an estimate of future volatility. As at August 31, 2025, the Company used volatility of approximately 75% to 101% over the remaining contractual life in order to determine the fair value of the derivative liabilities.

The fair value of the derivative liabilities related to the Series A and B Convertible Preferred Shares is classified as Level 3 in the fair value hierarchy and is calculated using the Monte Carlo simulation run under the Geometric Brownian Motion model. The significant input assumptions into the model for each valuation date include the starting share price, a 70% volatility applied to the Series A and Series B Convertible Preferred Shares as at the issuance date, a 75% volatility applied to the Series A and Series B Convertible Preferred Shares as at August 31, 2025 and a risk-free rate based on the U.S. treasury rates matching the duration of each component of the Series A and Series B Convertible Preferred Shares.

The fair value of the derivative liabilities related to the Initial, Subsequent, and Real Estate Notes issued or issuable as consideration with respect to the Nautical Ventures acquisition is classified as Level 3 in the fair value hierarchy. Each of the three Nautical Ventures-related convertible notes contains an embedded conversion feature that is required to be measured at fair value. These values are sensitive to changes in the Company's share price, expected volatility, credit risk, and, in the case of the Subsequent Note, a 50% probability of issuance. The sharp decline in the Company's share price between the Acquisition Date and year-end resulted in a meaningful reduction in the fair value of these embedded derivatives during the year.

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ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not Applicable.

B. Warrants and Rights

Not Applicable.

C. Other Securities

Not Applicable.

D. American Depositary Shares

Not Applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

There have not been any defaults with respect to dividends, arrearages or delinquencies since incorporation in 2012, there have been (i) no the payment of principal, interest, a sinking or purchase fund installment, (ii) no other material default not cured within 30 days, relating to our indebtedness or any of our significant subsidiaries that were subsidiaries at such time and (iii) no payment of dividends is in arrears and there has been no other material delinquency not cured within 30 days with respect to our securities.

Although Nautical Ventures' non-compliance with the covenant requiring threshold debt service coverage ratios due to the reduced margins throughout 2024 caused by excessive dealer inventory levels, fierce competition and high floor plan interest triggered technical defaults with five of its lenders, such defaults occurred prior to our acquisition of Nautical Ventures and the relevant lenders signed forbearance agreements in connection with such defaults.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

There have been no material modifications to the rights of our holders of common shares since incorporation in 2012.

E. Use of Proceeds

Not Applicable.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls & Procedures

Disclosure controls and procedures are defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act to mean controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the Company in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and includes, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

As required by Rule 13a-15 or 15d-15 under the Exchange Act, we have carried out an evaluation of the effectiveness of our Company's disclosure controls and procedures as of the end of the period covered by this Annual Report, being August 31, 2025. This evaluation was carried out by our Chief Executive Officer and Chief Financial Officer. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures at August 31, 2025 were not effective to provide reasonable assurance that material information required to be disclosed by us in the reports that we file with, or submit to, the SEC under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in by the SEC's rules and regulations, solely due to the presence of a material weakness in internal controls over financial reporting as described below, which management is in the process of remediating.

B. Management's Annual Report On Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal controls over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial reports in accordance with IFRS. Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, our management assessed the effectiveness of our internal control over financial reporting as at August 31, 2025. In making this assessment, our management used the criteria, established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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As a result of the year-end assessment process for the year ended August 31, 2025, we identified that we did not maintain effective processes and controls over the financial statement close process and the accounting for and reporting of complex and non-routine transactions due to a material weakness. Specifically, we determined that there was a lack of sufficient accounting and finance personnel to enable appropriate level of internal controls within the financial statement close process, including performing in-depth analysis and review of complex accounting matters and non-routine transactions within the timeframes set by us for filing our consolidated financial statements. Because of this deficiency, we concluded there was a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis at August 31, 2025.

A material weakness is defined as a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected.

To remediate the identified material weakness, management is in the process of hiring additional personnel and designing and implementing revised controls and procedures which management believes will address the material weakness. These controls and procedures include establishing a more comprehensive schedule for management review of financial information and establishing additional review procedures over the accounting for complex and non-routine transactions. As at August 31, 2025, the Company is working on remediating the identified material weakness.

Notwithstanding the material weakness, management has concluded that the Company's consolidated financial statements as at and for the year ended August 31, 2025 present fairly, in all material respects, the Company's financial position, results of operations, changes in equity and cash flows in accordance with IFRS.

C. Attestation Report of the Registered Public Accounting Firm

This Annual Report does not include an attestation report of the Company's registered public accounting firm regarding internal control over financial reporting. Management's report is not subject to attestation by the Company's registered public accounting firm pursuant to rules of the SEC that permit the Company to provide only management's report in this Annual Report.

D. Changes In Internal Control Over Financial Reporting

Other than described above, no changes were made to our internal controls over financial reporting that occurred during the fiscal year ended August 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Audit Committee is comprised of Dr. Philippe Couillard, Steve P. Barrenechea, and Luisa Ingargiola, each of whom is independent under the listing standards regarding "independence" within the meaning of the Listing Rules of the Nasdaq Stock Market.

Our Board has determined that Luisa Ingargiola qualifies as an audit committee financial expert pursuant to Items 16A(b) and (c) of Form 20-F.

ITEM 16B. CODE OF ETHICS

We have adopted a Code of Business Conduct and Ethics (the "Code") that applies to our directors, officers and other employees. The Code was filed as an exhibit to amendment number 2 to our registration statement on Form F-1 on September 22, 2020. During the year ended August 31, 2025, no waivers or requests for exemptions from the Code were either requested or granted. The Code may be viewed on our website at <https://investors.visionmarinettechnologies.com>.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

We have appointed M&K CPAS, PLLC as our independent registered public accounting firm for the fiscal years ended August 31, 2025 and 2024. For the fiscal year ended August 31, 2023, our independent registered public accounting firm was Ernst & Young LLP.

The following table sets forth information regarding the amount billed and accrued to us by M&K CPAS LLS for the fiscal years ended August 31, 2025 and 2024:

	Fiscal Year Ended August 31	
	2025	2024
Audit Fees:	\$ 419,801	\$ 192,757
Audit Related Fees:	\$ —	\$ —
Tax Fees:	\$ —	\$ —
Total:	\$ 419,801	\$ 192,757

The following table sets forth information regarding the amount billed and accrued to us by Ernst & Young LLP for the fiscal years ended August 31, 2025 and 2024:

	Fiscal Year Ended August 31	
	2025	2024
Audit Fees:	\$ 73,034	\$ 392,320
Audit Related Fees:	\$ —	\$ —
Tax Fees:	\$ —	\$ 45,411
Total:	\$ 180,364	\$ 437,731

Audit Fees

This category includes the aggregate fees billed by our independent auditor for the audit of our annual financial statements, reviews of interim financial statements that are provided in connection with statutory and regulatory filings or engagements.

Audit Related Fees

This category includes the aggregate fees billed in each of the last two fiscal years for assurance and related services by the independent auditors that are reasonably related to the performance of the audits or reviews of the interim financial statements and are not reported above under "Audit Fees," and generally consist of fees for other engagements under professional auditing standards, accounting and reporting consultations.

Tax Fees

This category includes the aggregate fees billed in each of the last two fiscal years for professional services rendered by the independent auditors for tax compliance, tax planning and tax advice.

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

The policy of our Audit Committee is to pre-approve all audit and permissible non-audit services to be performed by our independent auditors during the fiscal year.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not Applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not Applicable.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

None that has not been previously disclosed under the Exchange Act.

ITEM 16G. CORPORATE GOVERNANCE

The Canadian securities regulatory authorities have issued corporate governance guidelines pursuant to National Policy 58-201 - Corporate Governance Guidelines (the "Corporate Governance Guidelines"), together with certain related disclosure requirements pursuant to National Instrument 58-101 - Disclosure of Corporate Governance Practices (the "NI 58-101"). The Corporate Governance Guidelines are recommended as "best practices" for issuers to follow. The Company recognizes that good corporate governance plays an important role in its overall success and in enhancing shareholder value and, accordingly, it has adopted certain corporate governance policies and practices which reflect its consideration of the recommended Corporate Governance Guidelines.

The Company is a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act and its common shares are listed on the Nasdaq Capital Market. Rule 5615(a)(3) of Nasdaq Stock Market Rules permits foreign private issuers to follow home country practices in lieu of certain provisions of Nasdaq Stock Market Rules. A foreign private issuer that follows home country practices in lieu of certain provisions of Nasdaq Stock Market Rules must disclose ways in which its corporate governance practices differ from those followed by domestic companies either on its website or in the annual report that it distributes to shareholders in the United States. A description of the ways in which the Company's governance practices differ from those followed by domestic companies pursuant to Nasdaq standards are as follows:

Executive Sessions: The Company does not follow Nasdaq Stock Market Rule 5605(b)(2), which requires companies to have their Independent Directors regularly schedule meetings at which only Independent Directors are present ("executive meetings"). In lieu of following Nasdaq Stock Market Rule 5605(b)(2), the Company follows the Corporate Governance Guidelines, which require that independent directors should hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance.

Audit Committee Charter: The Company does not follow Nasdaq Stock Market Rule 5605(c)(1), which requires companies to adopt a formal written audit committee charter that specifies the scope of its responsibilities and the means by which it carries out those responsibilities; the outside auditor's accountability to the audit committee; and the audit committee's responsibility to ensure the independence of the outside auditor. In lieu of following Nasdaq Stock Market Rule 5605(c)(1), the Company follows the rules set out in National Instrument 52-110 - Audit Committees ("NI 52-110"), which states that the audit committee must have a written charter that sets out the audit committee's mandate and responsibilities. Among the audit committee's responsibilities include the nomination and compensation of an external auditor and review of the Company's financial statements.

Compensation Committee Charter: The Company does not follow Nasdaq Stock Market Rule 5605(d)(1), which requires companies to adopt a formal written compensation committee charter and have a compensation committee review and reassess the adequacy of the charter on an annual basis. In lieu of following Nasdaq Stock Market Rule 5605(d)(1), the Company follows the Corporate Governance Guidelines, which provide that a compensation committee should have a written charter that outlines the committee's purpose, responsibilities, member qualifications, member appointment and removal, structure and operations (including any authority to delegate to individual members or subcommittees), and the manner of reporting to the board.

Composition of Compensation Committee: The Company does not follow Rule Nasdaq Stock Market 5605(d)(2), which requires companies to have a compensation committee comprised of at least two members, with each member being Independent Director as defined under Nasdaq Stock Market Rule 5605(a)(2). In lieu of following Nasdaq Stock Market Rule 5605(d)(2), the Company follows the rules of the Corporate Governance Guidelines which provide that the compensation committee should be composed entirely of independent directors.

Independent Director Oversight of Director Nominations: The Company does not follow Nasdaq Stock Market Rule 5605(e)(1), which requires Independent Director involvement in the selection of director nominees, by having a nominations committee comprised solely of Independent Directors. In lieu of following Rule Nasdaq Stock Market 5605(e)(1), the Company follows the Corporate Governance Guidelines which provide that an issuer should have a nominating committee composed entirely of independent directors.

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Nominations Committee Charter: The Company does not follow Nasdaq Stock Market Rule 5605(e)(2), which requires companies to adopt a formal written nominations committee charter or board resolution, as applicable, addressing the director nomination process and such related matters as may be required under the federal securities laws. In lieu of following Nasdaq Stock Market Rule 5605(e)(2), the Company follows the Corporate Governance Guidelines, which provide that the nominating committee should have a written charter that clearly establishes the committee's purpose, responsibilities, member qualifications, member appointment and removal, structure and operations (including any authority to delegate to individual members and subcommittees), and manner of reporting to the board.

Shareholder Meeting Quorum Requirements: The Company does not follow Nasdaq Stock Market Rule 5620(c) which requires that the minimum quorum requirement for a meeting of shareholders be 33 1/3 % of the outstanding common shares. In addition, Nasdaq Stock Market Rule 5620(c) requires that an issuer listed on Nasdaq state its quorum requirement in its by-laws. In lieu of following Nasdaq Stock Market Rule 5620(c), the Company follows Canadian corporate law. In accordance with Canadian corporate law, it is the by-laws of the Company that set the quorum requirements for shareholder meetings. Currently, the by-laws provide that two or more holders of shares carrying not less in aggregate than 5% of the votes entitled to be voted at the meeting present in person or represented by proxy shall be considered quorum.

Shareholder Approval Requirements: The Company does not follow Nasdaq Stock Market Rules 5635(a) and (b), which require shareholder approval for certain dilutive events (such as issuances that will result in a change of control, certain transactions other than a public offering involving issuances of a 20% or greater interest in us and certain acquisitions of the stock or assets of another company). In lieu of following Nasdaq Stock Market Rules 5635(a) and (b), the Company follows Canadian corporate law, which requires shareholder approval for any transaction that materially affects control of a company and most securities based compensation arrangements, among other things.

ITEM 16H. MINE SAFETY DISCLOSURE

Not Applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not Applicable.

ITEM 16J. INSIDER TRADING POLICIES

Not Applicable due to fiscal year end date.

ITEM 16K. CYBERSECURITY

Not Applicable due to fiscal year end date.

PART III

ITEM 17. FINANCIAL STATEMENTS

See "Item 18, "Financial Statements"

ITEM 18. FINANCIAL STATEMENTS

Our financial statements were prepared in accordance with IFRS, as issued by the IASB, and are presented in Canadian dollars.

Our audited financial statements as of August 31, 2025, 2024 and 2023 contained in [Exhibit 99.1](#) to our report on Form 6-K filed on November 28, 2025 are incorporated herein by reference.

ITEM 19. EXHIBITS

The following exhibits are filed as part of this Annual Report:

Exhibit Index	Description
2.1	Description of Securities Pursuant to Section 12 of the Exchange Act, filed as Exhibit 2.1 to our annual report on Form 20-F filed with the SEC on April 5, 2024.
3.1	Certificate of Incorporation, filed as Exhibit 3.1 to our registration statement on Form F-1 filed with the SEC on July 9, 2020.
3.2	Certificate of Amendment, filed as Exhibit 3.2 to our registration statement on Form F-1 filed with the SEC on July 9, 2020.
3.3	Articles of Amendment to the Company's Articles of Incorporation, as amended, filed as Exhibit 3.1 to our report on Form 6-K filed with the SEC on September 30, 2022.
3.4	Vision Marine Technologies Inc. General By-Laws, filed as Exhibit 3.1 to our report on Form 6-K filed with the SEC on September 1, 2023.
3.5	Certificate of Modification of the Series A Convertible Preferred Stock, filed as Exhibit 99.1 to our report on Form 6-k filed with the SEC on December 22, 2023
3.6	Certificate of Modification of the Series B Convertible Preferred Stock, dated January 15, 2024, filed as Exhibit 99.1 to our report on Form 6-k filed with the SEC on February 8, 2024
4.1	Share Certificate – Common Shares, filed as Exhibit 4.1 to our registration statement on Form F-1, as amended, filed with the SEC on September 22, 2020.
8.1	Subsidiaries List of Subsidiaries (incorporated by reference to Exhibit 21.1 to the Registrant's Form F-1, filed on August 12, 2025)
10.1	Commercial Lease Agreement, dated June 10, 2017, between California Electric Boat Company Inc. and the Company (as translated into English from its original text in French), filed as Exhibit 10.1 to our registration statement on Form F-1 filed with the SEC on July 9, 2020.
10.2	Commercial Lease Agreement, dated April 1, 2019, between California Electric Boat Company Inc. and the Company (as translated into English from its original text in French), filed as Exhibit 10.2 to our registration statement on Form F-1 filed with the SEC on July 9, 2020.
10.3	Amended and Restated Share Option Plan.*
10.4	Manufacturing and Supply Agreement, dated October 21, 2021, between the Company and Linamar Corporation, filed as Exhibit 10.9 to our annual report on Form 20-F filed with the SEC on December 30, 2021.
10.5	Summary translation of Mac Engineering Agreement with the Company, dated February 16, 2021 filed as Exhibit 10.10 to our annual report on Form 20-F filed with the SEC on December 30, 2021.
10.6	Form of Warrant, dated as of December 21, 2023, filed as Exhibit 99.2 to our report on Form 6-k filed with the SEC on December 22, 2023
10.7	Form of Securities Purchase Agreement, dated as of December 21, 2023, filed as Exhibit 99.3 to our report on Form 6-k filed with the SEC on December 22, 2023
10.8	Form of Registration Rights Agreement, dated as of December 21, 2023, filed as Exhibit 99.4 to our report on Form 6-k filed with the SEC on December 22, 2023
10.9	Form of Placement Agent Agreement, filed as Exhibit 99.5 to our report on Form 6-k filed with the SEC on December 22, 2023
10.10	Form of Warrant, dated as of January 17, 2024, filed as Exhibit 99.2 to our report on Form 6-k filed with the SEC on February 8, 2024
10.11	Form of Subscription Agreement, dated as of January 17, 2024, filed as Exhibit 99.3 to our report on Form 6-k filed with the SEC on February 8, 2024
10.12	Form of Registration Rights Agreement, dated as of January 17, 2024, filed as Exhibit 99.4 to our report on Form 6-k filed with the SEC on February 8, 2024
10.13	Form of Agency Agreement with iA Private Wealth Inc., filed as Exhibit 99.5 to our report on Form 6-k filed with the SEC on February 8, 2024
10.14	Form of Placement Agent Warrant Agreement, filed as Exhibit 4.1 to our report on Form 6-k filed with the SEC on September 16, 2024
10.15	Placement Agency Agreement with ThinkEquity LLC, dated September 13, 2024, filed as Exhibit 10.1 to our report on Form 6-k filed with the SEC on September 16, 2024

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10.16	Form of Placement Agent Warrant Agreement, filed as Exhibit 4.1 to our report on Form 6-k filed with the SEC on September 16, 2024
10.17	Summary translation of Mac Engineering Agreement with the Company, dated February 16, 2021 (incorporated by reference to Exhibit 10.10 to the Registrant's Form 20-F, filed on December 30, 2021)
10.18	Form of Share Purchase Agreement, dated as of April 25, 2024, by and among the Company, 7858078 Canada Inc. and Stratégies Eb Inc. (incorporated by reference to Exhibit 10.13 to the Registrant's Form F-1, filed on July 1, 2024)
10.19	Form of Warrant Exchange Agreement, dated as of August 16, 2024 (incorporated by reference to Exhibit 10.1 to the Registrant's current report on Form 6-K, filed on August 20, 2024)
10.20	Executive Employment Agreement, dated March 1, 2024, between the Registrant and Raffi Sossoyan (incorporated by reference to Exhibit 10.15 to the Company's Form F-1/A filed on September 4, 2024)
10.21	Amending Agreement to Executive Employment Agreement, dated February 27, 2024, between the Registrant and Alexandre Mongeon (incorporated by reference to Exhibit 10.16 to the Company's Form F-1/A filed on September 4, 2024)
10.22	Equity Purchase Agreement, dated as of June 20, 2025, among Vision Marine Technologies Inc., NVG Holdings Inc., Roger Moore and Jeff Garcia Code of Conduct and Ethics (incorporated by reference to Exhibit 10.1 to the Registrant's Form 6-K, filed on July 1, 2025)+
10.23	Form of Convertible Promissory Note pursuant to the Equity Purchase Agreement (incorporated by reference to Exhibit 10.1 to the Registrant's Form 6-K, filed on July 1, 2025)
10.24	Executive Employment Agreement, dated September 25, 2025 between the Company and Mr. Alexandre Mongeon (incorporated by reference to Exhibit 10.1 to the Registrant's Form 6-K, filed on September 26, 2025)
10.25	Restricted Share Unit Agreement, dated September 25, 2025 between the Company and Mr. Alexandre Mongeon (incorporated by reference to Exhibit 10.2 to the Registrant's Form 6-K, filed on September 26, 2025)
10.26	Restricted Share Unit Plan, adopted on September 12, 2025 (incorporated by reference to Exhibit 10.3 to the Registrant's Form 6-K, filed on September 26, 2025)
10.27	Underwriting Agreement, dated August 15, 2025 between the Company and ThinkEquity LLC (filed as Exhibit 1.1 to our report on Form 6-k filed on August 18, 2025) in connection with an August 2025 financing (the "August 2025 Financing")
10.28	Form of Underwriter Warrant in connection with the August 2025 Financing (filed as Exhibit 4.1 to our report on Form 6-k filed on August 18, 2025)
10.29	Form of Pre-Funded Warrant in connection with the August 2025 Financing (filed as Exhibit 4.2 to our report on Form 6-k filed on August 18, 2025)
10.30	Restricted Share Unit Plan, adopted September 12, 2025 (filed as Exhibit 10.3 to our report on Form 6-k filed on September 26, 2025)
10.31	Employment Agreement, dated June 20, 2025, between the Company and Mr. Moore
10.32	Employment Agreement, dated August 25, 2025, between the Company and Mr. Poudrier
10.33	Employment Agreement, dated July 16, 2025, between the Company and Mr. Rathe
12.1	Section 302(a) Certification of CEO*
12.2	Section 302(a) Certification of CFO*
13.1	Section 906 Certifications of CEO and CFO**
23.1	Consent of M&K CPAS, PLLC*
23.2	Consent of Ernst & Young LLP*
101.INS	XBRL Instance*
101.SCH	XBRL Taxonomy Extension Schema*
101.CAL	XBRL Taxonomy Extension Calculation*
101.DEF	XBRL Taxonomy Extension Definition*
101.LAB	XBRL Taxonomy Extension Labels*
101.PRE	XBRL Taxonomy Extension Presentation*
104	Cover Page Interactive Data File - The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

* Filed herewith

** Furnished herewith

+ Confidential Treatment has been requested for portions of this exhibit. The copy incorporated herein omits the information subject to the confidentiality request.

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SIGNATURES

The registrant certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Vision Marine Technologies Inc.

Date: November 28, 2025

By: /s/ Alexandre Mongeon
 Alexandre Mongeon
 Chief Executive Officer



VISION MARINE TECHNOLOGIES INC.
2025 AMENDED AND RESTATED STOCK OPTION PLAN

Approved by Board of Directors on March 27, 2025

Ratified by Shareholders on May 23, 2025

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2025 AMENDED AND RESTATED STOCK OPTION PLAN

**SECTION 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

As used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings set forth below:

- (a) **“Administrator”** means such Executive or Employee of the Company as may be designated as Administrator by the Committee from time to time, or, if no such person is appointed, the Committee itself.
 - (b) **“Associate”** means, where used to indicate a relationship with any person:
 - (i) any relative, including the spouse of that person or a relative of that person’s spouse, where the relative has the same home as the person;
 - (ii) any partner, other than a limited partner, of that person;
 - (iii) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity; and
 - (iv) any corporation of which such person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the corporation.
 - (c) **“Black-Out”** means a restriction imposed by the Company on all or any of its directors, officers, employees, insiders or persons in a special relationship whereby they are to refrain from trading in the Company’s securities until the restriction has been lifted by the Company.
 - (d) **“Board”** means the board of directors of the Company.
 - (e) **“Change of Control”** means an occurrence when either:
 - (i) a Person or Entity, other than the current “control person” of the Company (as that term is defined in the Securities Act), becomes a “control person” of the Company; or
 - (ii) a majority of the directors elected at any annual or extraordinary general meeting of shareholders of the Company are not individuals nominated by the Company’s then-incumbent Board.
 - (f) **“Committee”** means a committee of the Board appointed in accordance with this Plan or if no such committee is appointed, the Board itself.
 - (g) **“Company”** means Vision Marine Technologies Inc.
 - (h) **“Consultant”** means an individual who:
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- (i) is engaged to provide, on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or any Subsidiary other than services provided in relation to a “distribution” (as that term is described in the Securities Act);
- (ii) provides the services under a written contract between the Company or any Subsidiary and the individual or a Consultant Entity (as defined in clause (h)(v) below);
- (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary; and
- (iv) has a relationship with the Company or any Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Company or is otherwise permitted by applicable Regulatory Rules to be granted Options as a Consultant or as an equivalent thereof,

and includes:

- (v) a corporation of which the individual is an employee or shareholder or a partnership of which the individual is an employee or partner (a “**Consultant Entity**”); or
 - (vi) an RRSP or RRIF established by or for the individual under which he or she is the beneficiary.
- (i) “**Disability**” means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, and which causes an individual to be unable to engage in any substantial gainful activity, or any other condition of impairment that the Committee, acting reasonably, determines constitutes a disability.
- (j) “**Employee**” means:
- (i) an individual who works full-time or part-time for the Company or any Subsidiary and such other individual as may, from time to time, be permitted by applicable Regulatory Rules to be granted Options as an employee or as an equivalent thereto; or
 - (ii) an individual who works for the Company or any Subsidiary either full-time or on a continuing and regular basis for a minimum of 20 hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or any Subsidiary over the details and methods of work as an employee of the Company or any Subsidiary, but for whom income tax deductions are not made at source,

and includes:

- (iii) a corporation wholly-owned by such individual; and
 - (iv) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.
- (k) “**Executive**” means an individual who is a director or officer of the Company or a Subsidiary, and includes:
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- (i) a corporation wholly-owned by such individual; and
 - (ii) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.
- (l) “**Exercise Notice**” means the written notice of the exercise of an Option, in the form set out as Schedule “B” hereto, duly executed by the Option Holder.
- (m) “**Exercise Period**” means the period during which a particular Option may be exercised and is the period from and including the Grant Date through to and including the Expiry Time on the Expiry Date provided, however, that the Option has vested pursuant to the terms and conditions of this Plan and that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.
- (n) “**Exercise Price**” means the price at which an Option is exercisable as determined in accordance with section 5.3.
- (o) “**Expiry Date**” means the date the Option expires as set out in the Option Certificate or as otherwise determined in accordance with sections 5.4, 6.2, 6.3, 6.4 or 11.4.
- (p) “**Expiry Time**” means the time the Option expires on the Expiry Date, which is 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date.
- (q) “**Grant Date**” means the date on which the Committee grants a particular Option, which is the date the Option comes into effect provided however that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.
- (r) “**Insider**” means an insider as that term is defined in the Securities Act;
- (s) “**Investor Relations Activities**” means any activities, by or on behalf of the Company or shareholders of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
- (a) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company
 - (i) to promote the sale of products or services of the Company, or
 - (ii) to raise public awareness of the Company, that cannot reasonably be considered to promote the purchase or sale of securities of the Company;
 - (b) activities or communications necessary to comply with the requirements of:
 - (i) applicable Securities Laws;
 - (ii) by-laws, rules or other regulatory instruments of any self regulatory body or exchange having jurisdiction over the Company;
 - (c) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
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- (i) the communication is only through the newspaper, magazine or publication, and
 - (ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (d) activities or communications that may be otherwise specified by the TSX-V.
 - (t) “**Option**” means an incentive share purchase option granted pursuant to this Plan entitling the Option Holder to purchase Shares of the Company.
 - (u) “**Option Certificate**” means the agreement, in substantially the form set out as Schedule “A” hereto, evidencing the Option.
 - (v) “**Option Holder**” means a Person or Entity who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person.
 - (w) “**Outstanding Issue**” means the number of Shares that are outstanding (on a non-diluted basis) immediately prior to the Share issuance or grant of Option in question.
 - (x) “**Person or Entity**” means an individual, natural person, corporation, government or political subdivision or agency of a government, and where two or more persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such partnership, limited partnership, syndicate or group shall be deemed to be a Person or Entity.
 - (y) “**Personal Representative**” means:
 - (i) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and
 - (ii) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder.
 - (z) “**Plan**” means this amended and restated stock option plan as from time to time amended.
 - (aa) “**Regulatory Approvals**” means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of this Plan or for the Options granted from time to time hereunder.
 - (bb) “**Regulatory Authorities**” means the TSX-V, the Nasdaq Capital Market and any other organized trading facilities on which the Shares are listed, and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company, this Plan or the Options granted from time to time hereunder.
 - (cc) “**Regulatory Rules**” means all corporate and securities laws, regulations, rules, policies, notices, instruments and other orders of any kind whatsoever which may, from time to time, apply to the implementation, operation or amendment of this Plan or the Options granted from time to time hereunder including, without limitation, those of the applicable Regulatory Authorities.
 - (dd) “**Securities Act**” means the *Securities Act* (Québec), CQLR c. V-1.1 as from time to time amended.
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- (ee) “**Share**” or “**Shares**” means, as the case may be, one or more common shares without par value in the share capital of the Company.
- (ff) “**Subsidiary**” means a wholly-owned or controlled subsidiary corporation of the Company.
- (gg) “**Triggering Event**” means:
- (i) the proposed dissolution, liquidation or wind-up of the Company;
 - (ii) a proposed merger, amalgamation, arrangement or reorganization of the Company with one or more corporations as a result of which, immediately following such event, the shareholders of the Company as a group, as they were immediately prior to such event, are expected to hold less than a majority of the outstanding share capital of the surviving corporation;
 - (iii) the proposed acquisition of all or substantially all of the issued and outstanding shares of the Company by one or more Persons or Entities;
 - (iv) a proposed Change of Control of the Company;
 - (v) the proposed sale or other disposition of all or substantially all of the assets of the Company; or
 - (vi) a proposed material alteration of the capital structure of the Company which, in the opinion of the Committee, is of such a nature that it is not practical or feasible to make adjustments to this Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect.
- (hh) “**TSX-V**” means the TSX Venture Exchange
- (ii) “**vest**” or “**vested**” or “**Vesting**” means that portion of the Option granted to the Option Holder which is available to be exercised by the Option Holder at any time and from time to time.

1.2 Choice of Law

The Plan is established under, and the provisions of the Plan shall be subject to and interpreted and construed in accordance with, the laws of the Province of Québec and the laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws in any other jurisdiction. The Company and each Option Holder hereby attorn to the jurisdiction of the Courts of Québec.

1.3 Headings

The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

SECTION 2 GRANT OF OPTIONS

2.1 Grant of Options

The Committee shall, from time to time in its sole discretion, grant Options to such Persons or Entities and on such terms and conditions as are permitted under this Plan.

2.2 Record of Option Grants

The Administrator shall be responsible to maintain a record of all Options granted under this Plan and such record shall contain, in respect of each Option:

- (a) the name and address of the Option Holder;
- (b) the category (Executive, Employee or Consultant) under which the Option was granted to him, her or it;
- (c) the Grant Date and Expiry Date of the Option;
- (d) the number of Shares which may be acquired on the exercise of the Option and the Exercise Price of the Option;
- (e) the vesting and other additional terms, if any, attached to the Option; and
- (f) the particulars of each and every time the Option is exercised.

2.3 Effect of Plan

All Options granted pursuant to the Plan shall be subject to the terms and conditions of the Plan notwithstanding the fact that the Option Certificates issued in respect thereof do not expressly contain such terms and conditions but instead incorporate them by reference to the Plan.

**SECTION 3
PURPOSE AND PARTICIPATION**

3.1 Purpose of Plan

The purpose of the Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants, to incent such individuals to contribute toward the long term goals of the Company, and to encourage such individuals to acquire Shares of the Company as long term investments.

3.2 Participation in Plan

The Committee shall, from time to time and in its sole discretion, determine those Executives, Employees and Consultants, if any, to whom Options are to be granted.

3.3 Limits on Option Grants

The following limitations shall apply to the Plan and all Options thereunder:

- (a) The maximum number of Shares which may be reserved for issuance under the Plan shall be lesser of (i) 10% of the Company's issued and outstanding Shares, including previously granted stock options, and (ii) such number of Shares as, when combined with all other Shares subject to grants under the Company's other share compensation arrangements (including the RSU Plan) would not exceed 10% of the outstanding Shares;
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- (b) The maximum number of Shares which may be reserved for issuance to any one Option Holder under the Plan shall be 5% of the Company's issued and outstanding Shares;
- (c) The maximum number of Options which may be granted in any 12-month period shall be 10% of the Company's issued and outstanding Shares;
- (d) The maximum number of Options which may be granted to any one Option Holder in any 12-month period shall be 5% of the Company's issued and outstanding Shares;
- (e) with respect to section 5.1, the Expiry Date of an Option shall be no later than the tenth anniversary of the Grant Date of such Option;

and such limitation will not be an amendment to this Plan requiring the Option Holders consent under section 9.2 of this Plan.

3.4 Notification of Grant

Following the granting of an Option, the Administrator shall, within a reasonable period of time, notify the Option Holder in writing of the grant and shall enclose with such notice the Option Certificate representing the Option so granted. In no case will the Company be required to deliver an Option Certificate to an Option Holder until such time as the Company has obtained all necessary Regulatory Approvals for the grant of the Option.

3.5 Copy of Plan

Each Option Holder, concurrently with the notice of the grant of the Option, shall be provided with a copy of the Plan. A copy of any amendment to the Plan shall be promptly provided by the Administrator to each Option Holder.

3.6 Limitation on Service

The Plan does not give any Option Holder that is an Executive the right to serve or continue to serve as an Executive of the Company or any Subsidiary, nor does it give any Option Holder that is an Employee or Consultant the right to be or to continue to be employed or engaged by the Company or any Subsidiary.

3.7 No Obligation to Exercise

Option Holders shall be under no obligation to exercise Options granted under this Plan.

3.8 Agreement

The Company and every Option Holder granted an Option hereunder shall be bound by and subject to the terms and conditions of this Plan. By accepting an Option granted hereunder, the Option Holder has expressly agreed with the Company to be bound by the terms and conditions of this Plan. In the event that the Option Holder receives his, her or its Options pursuant to an oral or written agreement with the Company or a Subsidiary, whether such agreement is an employment agreement, consulting agreement or any other kind of agreement of any kind whatsoever, the Option Holder acknowledges that in the event of any inconsistency between the terms relating to the grant of such Options in that agreement and the terms attaching to the Options as provided for in this Plan, the terms provided for in this Plan shall prevail and the other agreement shall be deemed to have been amended accordingly.

3.9 **Notice**

Any notice, delivery or other correspondence of any kind whatsoever to be provided by the Company to an Option Holder will be deemed to have been provided if provided to the last home address, fax number or email address of the Option Holder in the records of the Company and the Company shall be under no obligation to confirm receipt or delivery.

3.10 **Representation to TSX-V**

As a condition precedent to the issuance of an Option, the Company must be able to represent to the TSX-V as of the Grant Date that the Option Holder is a *bona fide* Executive, Employee or Consultant of the Company or any Subsidiary.

SECTION 4
NUMBER OF SHARES UNDER PLAN

4.1 **Number of Shares**

Subject to adjustment as provided for herein, the aggregate number of Shares which will be available for purchase pursuant to Options granted pursuant to this Plan will not exceed (i) 10% of the number of Shares which are issued and outstanding on the particular Grant Date, including previously granted stock options, and (ii) such number of Shares as, when combined with all other Shares subject to grants made under the Company's other share compensation arrangements (including RSU Plan) would not exceed 10% of the outstanding Shares of the Company. If any Option expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of such expired or terminated Option shall again be available for the purposes of granting Options pursuant to this Plan.

4.2 **Fractional Shares**

No fractional shares shall be issued upon the exercise of any Option and, if as a result of any adjustment, an Option Holder would become entitled to a fractional share, such Option Holder shall have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made for the fractional interest.

SECTION 5
TERMS AND CONDITIONS OF OPTIONS

5.1 **Exercise Period of Option**

Subject to sections 5.4, 6.2, 6.3, 6.4 and 11.4, the Grant Date and the Expiry Date of an Option shall be the dates fixed by the Committee at the time the Option is granted and shall be set out in the Option Certificate issued in respect of such Option.

5.2 **Number of Shares Under Option**

The number of Shares which may be purchased pursuant to an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option.

5.3 **Exercise Price of Option**

The Exercise Price at which an Option Holder may purchase a Share upon the exercise of an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Exercise Price shall not be less than the price determined in accordance with TSX-V policies while the Company's Shares are listed on the TSX-V.

5.4 **Termination of Option**

Subject to such other terms or conditions that may be attached to Options granted hereunder, an Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time. The Expiry Date of an Option shall be the date so fixed by the Committee at the time the Option is granted as set out in the Option Certificate or, if no such date is set out in for the Option Certificate the applicable circumstances, the date established, if applicable, in paragraphs (a) or (b) below or sections 6.2, 6.3, 6.4, or 11.4 of this Plan:

- (a) *Ceasing to Hold Office* - In the event that the Option Holder holds his or her Option as an Executive and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise expressly provided for in the Option Certificate, the 90th day following the date the Option Holder ceases to hold such position unless the Option Holder ceases to hold such position as a result of:
 - (i) ceasing to meet the qualifications set forth in the corporate legislation applicable to the Company;
 - (ii) a special resolution having been passed by the shareholders of the Company removing the Option Holder as a director of the Company or any Subsidiary; or
 - (iii) an order made by any Regulatory Authority having jurisdiction to so order;in which case the Expiry Date shall be the date the Option Holder ceases to hold such position; OR
 - (b) *Ceasing to be Employed or Engaged* - In the event that the Option Holder holds his or her Option as an Employee or Consultant, other than an Option Holder who is engaged in Investor Relations
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Activities, and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise expressly provided for in the Option Certificate, the 90th day following the date the Option Holder ceases to hold such position, or, in the case of an Option Holder that is engaged in Investor Relations Activities, the 30th day after the date such Option Holder ceases to hold such position, unless the Option Holder ceases to hold such position as a result of:

- (i) termination for cause;
- (ii) resigning or terminating his or her position; or
- (iii) an order made by any Regulatory Authority having jurisdiction to so order;

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position.

In the event that the Option Holder ceases to hold the position of Executive, Employee or Consultant for which the Option was originally granted, but comes to hold a different position as an Executive, Employee or Consultant prior to the expiry of the Option, the Committee may, in its sole discretion, choose to permit the Option to stay in place for that Option Holder with such Option then to be treated as being held by that Option Holder in his or her new position and such will not be considered to be an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan. Notwithstanding anything else contained herein, in no case will an Option be exercisable later than the Expiry Date of the Option.

5.5 Vesting of Option and Acceleration

- (a) The vesting schedule for an Option, if any, shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Committee may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan, subject to the limitation under subsection 3.3.
 - (b) Notwithstanding subsection (a) above, Options granted to any Option Holder engaged in Investor Relations Activities must vest in stages over a period of not less than 12 months such that:
 - (i) no more than 1/4 of the Options vest no sooner than three months after the Options were granted;
 - (ii) no more than another 1/4 of the Options vest no sooner than six months after the Options were granted;
 - (iii) no more than another 1/4 of the Options vest no sooner than nine months after the Options were granted;
 - (iv) the remainder of the Options vest no sooner than 12 months after the Options were granted; and
 - (v) the vesting of such Options may not be accelerated except with the prior approval of the TSX-V.
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5.6 Additional Terms

Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Committee may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be set out in a schedule attached to the Option Certificate. The Option Certificates will be issued for convenience only, and in the case of a dispute with regard to any matter in respect thereof, the provisions of this Plan and the records of the Company shall prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

**SECTION 6
TRANSFERABILITY OF OPTIONS****6.1 Non-transferable**

Except as provided otherwise in this Section 6, Options are non-assignable and non-transferable.

6.2 Death of Option Holder

In the event of the Option Holder's death, any Options held by such Option Holder shall pass to the Personal Representative of the Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of six months following the date of death and the applicable Expiry Date.

6.3 Disability of Option Holder

If the employment or engagement of an Option Holder as an Employee or Consultant or the position of an Option Holder as a director or officer of the Company or a Subsidiary is terminated by the Company by reason of such Option Holder's Disability, any Options held by such Option Holder shall be exercisable by such Option Holder or by the Personal Representative on or before the date which is the earlier of six months following the termination of employment, engagement or appointment as an Employee, Consultant, director or officer and the applicable Expiry Date.

6.4 Disability and Death of Option Holder

If an Option Holder has ceased to be employed, engaged or appointed as a director or officer of the Company or a Subsidiary by reason of such Option Holder's Disability and such Option Holder dies within six months after the termination of such engagement, any vested Options at the time an Option Holder ceased to be employed, engaged or appointed as a director or officer of the Company or a Subsidiary which remains exercisable may be exercised in accordance with its terms by the Personal Representative of such Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of six months following the death of such Option Holder and the applicable Expiry Date.

6.5 Vesting

Unless the Committee determines otherwise, Options held by or exercisable by a Personal Representative shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

6.6 Deemed Non-Interruption of Engagement

Employment or engagement by the Company shall be deemed to continue intact during any military or sick leave or other *bona fide* leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Option Holder's right to re-employment or re-engagement by the Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Option Holder's re-employment or re-engagement is not so guaranteed, then his or her employment or engagement shall be deemed to have terminated on the ninety-first day of such leave.

**SECTION 7
EXERCISE OF OPTION****7.1 Exercise of Option**

An Option may be exercised only by the Option Holder or the Personal Representative of any Option Holder. An Option Holder or the Personal Representative of any Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time by delivering to the Administrator the required Exercise Notice, the applicable Option Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option. Notwithstanding anything else contained herein, Options may not be exercised during Black-Out unless the Committee determines otherwise. Notwithstanding any other provision of this Plan, the Exercise Period of Options that would expire during a Black-Out shall be extended to the date that is 10 business days following the expiry of the applicable Black-Out.

7.2 Issue of Share Certificates

As soon as reasonably practicable following the receipt of the Exercise Notice, the Administrator shall cause to be delivered to the Option Holder a certificate (or DRS) for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Administrator shall also provide a new Option Certificate for the balance of Shares available under the Option to the Option Holder concurrent with delivery of the Share certificate (or DRS).

7.3 No Rights as Shareholder

Until the date of the issuance of the certificate (or DRS) for the Shares purchased pursuant to the exercise of an Option, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option, unless the Committee determines otherwise. In the event of any dispute over the date of the issuance of the certificate (or DRS), the decision of the Committee shall be final, conclusive and binding.

7.4 Tax Withholding and Procedures

Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Option Holder who wishes to exercise an Option must, in addition to following the procedures set out in section 7.1 and elsewhere in this Plan, and as a condition of exercise:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
- (b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

and must in all other respects follow any related procedures and conditions imposed by the Company.

SECTION 8 ADMINISTRATION

8.1 Board or Committee

The Plan shall be administered by the Board, by a Committee of the Board appointed in accordance with section 8.2 below, or by an Administrator appointed in accordance with subsection 8.4(b).

8.2 Appointment of Committee

The Board may at any time appoint a Committee, consisting of not less than two of its members, to administer the Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.

8.3 Quorum and Voting

A majority of the members of the Committee shall constitute a quorum and, subject to the limitations in this Section 8, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. Members of the Committee may vote on any matters affecting the administration of the Plan or the grant of Options pursuant to the Plan, except that no such member shall act upon the granting of an Option to himself or herself (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee during which action is taken with respect to the granting of Options to that member). The Committee may approve matters by written resolution signed by a majority of the quorum.

8.4 Powers of Committee

The Committee (or the Board if no Committee is in place) shall have the authority to do the following:

- (a) administer the Plan in accordance with its terms;
 - (b) appoint or replace the Administrator from time to time;
 - (c) determine all questions arising in connection with the administration, interpretation and application of the Plan;
 - (d) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;
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- (e) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan;
- (f) determine the duration and purposes of leaves of absence from employment or engagement by the Company which may be granted to Option Holders without constituting a termination of employment or engagement for purposes of the Plan;
- (g) do the following with respect to the granting of Options:
 - (i) determine the Executives, Employees or Consultants to whom Options shall be granted, based on the eligibility criteria set out in this Plan;
 - (ii) determine the terms of the Option to be granted to an Option Holder including, without limitation, the Grant Date, Expiry Dates, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);
 - (iii) subject to any necessary Regulatory Approvals and section 9.2, amend the terms of any Options;
 - (iv) determine when Options shall be granted; and
 - (v) determine the number of Shares subject to each Option;
- (h) accelerate the vesting schedule of any Option previously granted, subject always to the limitation in subsections 3.3 and 5.5(b); and
- (i) make all other determinations necessary or advisable, in its sole discretion, for the administration of the Plan.

8.5 Administration by Committee

All determinations made by the Committee in good faith shall be final, conclusive and binding upon all persons. The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan.

8.6 Interpretation

The interpretation by the Committee of any of the provisions of the Plan and any determination by it pursuant thereto shall be final, conclusive and binding and shall not be subject to dispute by any Option Holder. No member of the Committee or any person acting pursuant to authority delegated by it hereunder shall be personally liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Committee and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

**SECTION 9
APPROVALS AND AMENDMENT**

9.1 Shareholder Approval of Plan

If required by a Regulatory Authority or by the Committee, this Plan may be made subject to the approval of a majority of the votes cast at a meeting of the shareholders of the Company or by a majority of votes cast by disinterested shareholders at a meeting of shareholders of the Company. Any Options granted under this Plan will not be exercisable or binding on the Company unless and until such shareholder approval is obtained.

9.2 Amendment of Option or Plan

Subject to any required Regulatory Approvals, the Committee may from time to time amend any existing Option or the Plan or the terms and conditions of any Option thereafter to be granted provided that where such amendment relates to an existing Option and it would:

- (a) materially decrease the rights or benefits accruing to an Option Holder; or
- (b) materially increase the obligations of an Option Holder;

then, unless otherwise excepted out by a provision of this Plan, the Committee must also obtain the written consent of the Option Holder in question to such amendment. If at the time the Exercise Price of an Option is reduced the Option Holder is an Insider of the Company, the Insider must not exercise the option at the reduced Exercise Price until the reduction in Exercise Price has been approved by the disinterested shareholders of the Company.

**SECTION 10
CONDITIONS PRECEDENT TO ISSUANCE OF OPTIONS AND SHARES**

10.1 Compliance with Laws

An Option shall not be granted or exercised, and Shares shall not be issued pursuant to the exercise of any Option, unless the grant and exercise of such Option and the issuance and delivery of such Shares comply with all applicable Regulatory Rules, and such Options and Shares will be subject to all applicable trading restrictions in effect pursuant to such Regulatory Rules and the Company shall be entitled to legend the Option Certificates and the certificate (or DRS) representing such Shares accordingly.

10.2 Obligation to Obtain Regulatory Approvals

In administering this Plan, the Committee will seek any Regulatory Approvals which may be required. The Committee will not permit any Options to be granted without first obtaining the necessary Regulatory Approvals unless such Options are granted conditional upon such Regulatory Approvals being obtained. The Committee will make all filings required with the Regulatory Authorities in respect of the Plan and each grant of Options hereunder. No Option granted will be exercisable or binding on the Company unless and until all necessary Regulatory Approvals have been obtained. The Committee shall be entitled to amend this Plan and the Options granted hereunder in order to secure any necessary Regulatory Approvals and such amendments will not require the consent of the Option Holders under section 9.2 of this Plan.

10.3 Inability to Obtain Regulatory Approvals

The Company's inability to obtain Regulatory Approval from any applicable Regulatory Authority, which Regulatory Approval is deemed by the Committee to be necessary to complete the grant of Options hereunder, the exercise of those Options or the lawful issuance and sale of any Shares pursuant to such Options, shall relieve the Company of any liability with respect to the failure to complete such transaction.

**SECTION 11
ADJUSTMENTS AND TERMINATION**

11.1 Termination of Plan

Subject to any necessary Regulatory Approvals, the Committee may terminate or suspend the Plan.

11.2 No Grant During Suspension of Plan

No Option may be granted during any suspension, or after termination, of the Plan. Suspension or termination of the Plan shall not, without the consent of the Option Holder, alter or impair any rights or obligations under any Option previously granted.

11.3 Alteration in Capital Structure

If there is a material alteration in the capital structure of the Company and the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for, the Committee shall make such adjustments to this Plan and to the Options then outstanding under this Plan as the Committee determines to be appropriate and equitable under the circumstances, subject to obtaining any required Regulatory Approvals including prior acceptance by the Regulatory Authorities when required, so that the proportionate interest of each Option Holder shall, to the extent practicable, be maintained as before the occurrence of such event. Such adjustments may include, without limitation:

- (a) a change in the number or kind of shares of the Company covered by such Options; and
- (b) a change in the Exercise Price payable per Share provided, however, that the aggregate Exercise Price applicable to the unexercised portion of existing Options shall not be altered, it being intended that any adjustments made with respect to such Options shall apply only to the Exercise Price per Share and the number of Shares subject thereto.

For purposes of this section 11.3, and without limitation, neither:

- (a) the issuance of additional securities of the Company in exchange for adequate consideration (including services); nor
- (b) the conversion of outstanding securities of the Company into Shares shall be deemed to be material alterations of the capital structure of the Company.

Any adjustment made to any Options pursuant to this section 11.3 shall not be considered an amendment requiring the Option Holder's consent for the purposes of Section 9.2 of this Plan.

11.4 Triggering Events

Subject to the Company complying with section 11.5 and any necessary Regulatory Approvals and notwithstanding any other provisions of this Plan or any Option Certificate, the Committee may, without the consent of the Option Holder or Holders in question:

- (a) cause all or a portion of any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event; or
- (b) cause all or a portion of any of the Options granted under the Plan to be exchanged for incentive stock options of another corporation upon the occurrence of a Triggering Event in such ratio and at such exercise price as the Committee deems appropriate, acting reasonably.

Such termination or exchange shall not be considered an amendment requiring the Option Holder's consent for the purpose of section 9.2 of the Plan.

11.5 Notice of Termination by Triggering Event

In the event that the Committee wishes to cause all or a portion of any of the Options granted under this Plan to terminate on the occurrence of a Triggering Event, it must give written notice to the Option Holders in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Option Holder the opportunity to exercise the vested portion of the Options prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Options or portions thereof granted under the Plan which the Company proposes to terminate shall become immediately exercisable notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

11.6 Determinations to be Made By Committee

Adjustments and determinations under this Section 11 shall be made by the Committee, whose decisions as to what adjustments or determination shall be made, and the extent thereof, shall be final, binding, and conclusive.

SCHEDULE "A"

[Any applicable securities law resale restrictions to be added hereto.]

VISION MARINE TECHNOLOGIES INC.
STOCK OPTION AGREEMENT

THIS AGREEMENT made as of the ♦ day of ♦, 202♦.

BETWEEN:

♦, of [Address] «Address»;

(the "Optionee")

AND:

Vision Marine Technologies Inc., a corporation validly existing under the *Business Corporations Act* (Québec) and having its head office at 730 boul. du Curé-Boivin, Boisbriand (Québec) J7G 2A7;

(the "Company")

WHEREAS:

- A. The common shares of the Company are listed on the Nasdaq Capital Market and the Company is a reporting issuer in the province of Québec;
- B. In accordance with the Company's Amended and Restated Stock Option Plan (the "Plan"), the Directors of the Company have authorized the grant of options to purchase shares in the share capital of the Company to the Optionee;
- C. This Agreement is made and entered into pursuant to and in accordance with the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES:

DEFINITION

1. In this Agreement, all terms used herein and which are defined in the Plan will have the same meanings as assigned to them in the Plan.

GRANTING OF OPTION

2. The Company hereby grants to the Optionee a non-assignable, non-transferable option to purchase ♦ Shares (the "Option") at a price of \$♦ per Share (the "Option Price").

EXERCISE OF OPTION

3. The Option, or any part thereof, may be exercised by the Optionee at any time and from time to time, until and including ♦, 20♦, by notice in writing to the Company to that effect, provided that the Option will only vest, and therefore may only be exercised over time, in accordance with the following vesting schedule:
-

Date	Number of Shares Vesting	Total number of Shares Vested
◆, 202◆	◆	◆
◆, 202◆	◆	◆
◆, 202◆	◆	◆
◆, 202◆	◆	◆

4. Any such notice given to the Company (an “**Exercise Notice**”) will specify the number of Shares with respect to which the Option is then being exercised and will be accompanied by a certified cheque, bank draft or money order in favour of the Company in full payment of the Option Price for the number of Shares then being purchased.

DELIVERY OF SHARE CERTIFICATE

5. The Company will, within three (3) business days after receipt of an Exercise Notice, deliver to the Optionee a certificate (or DRS) representing the number of Shares with respect to which the Option was exercised and issued as of the date of the Exercise Notice.
6. An Exercise Notice will be deemed to have been given, if delivered, on the date of delivery, or if mailed, on the third (3rd) day after the date of mailing in any post office in Canada. A mailed Exercise Notice will be sent by prepaid registered mail addressed to the Company at its head office from time to time.

OPTION ONLY

7. Nothing herein contained or done pursuant hereto will obligate the Optionee to purchase and/or pay for any Shares, except those Shares in respect of which the Optionee has exercised all or any part of the Option granted hereunder.
8. The Optionee will not have any rights whatsoever as a shareholder of the Company or the holder of any of the Shares optioned hereunder other than in respect of optioned Shares for which the Optionee has exercised all or any part of the Option granted hereunder and which have been taken up and paid for in full.

INCORPORATION OF TERMS AND CONDITIONS OF PLAN

9. The Option has been granted in accordance with and subject to the terms and conditions of the Plan, all of which are incorporated herein by reference as fully as if each and every such term and condition were set forth in this agreement.

TIME OF THE ESSENCE

10. Time is and will be of the essence of this agreement.

SUCCESSORS

11. This agreement will ensure to the benefit of and be binding upon the heirs, executors and administrators of the Optionee and the successors and assigns of the Company.

SCHEDULE "B"

NOTICE OF EXERCISE OF OPTION

TO: The Administrator, Stock Option Plan
Vision Marine Technologies Inc. (the "Company")
730 boul. du Curé-Boivin
Boisbriand, Québec
J7G 2A7

The undersigned hereby irrevocably gives notice, pursuant to the Company's Amended and Restated Stock Option Plan (the "Plan"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Common Shares; or
- (b) _____ of the Common Shares;

which are the subject of the Option Certificate attached hereto.

The undersigned tenders herewith a certified cheque or bank draft payable to "Vision Marine Technologies Inc." in an amount equal to the aggregate Exercise Price of the aforesaid Common Shares exercised and directs the Company to issue the certificate (or DRS) evidencing said Common Shares in the name of the undersigned to be mailed to the undersigned at the following address:

By executing this Notice of Exercise of Option the undersigned hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this Notice of Exercise of Option shall have the meanings given to them under the Plan.

DATED the _____ day of _____, 202◆.

Signature of Option Holder

**VISION MARINE TECHNOLOGIES INC.
RESTRICTED SHARE UNIT AGREEMENT**

1. Adoption of a Restricted Share Unit Plan. Effective as of the date hereof, the Board of Directors (the "Board") of Vision Marine Technologies Inc., a Canadian company (together with any successor thereto, the "Corporation") has approved the adoption of a Restricted Share Unit Plan (the "RSU Plan"), a copy of which is attached hereto as Exhibit A. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the RSU Plan.

2. Issuance of RSUs. Effective as of the date hereof, and subject to the various terms and conditions set forth herein, the Board has approved, and the Corporation hereby issues to Alexandre Mongeon ("you" or the "Recipient"), **500,000** Restricted Share Units (the "RSUs") for the issuance by the Corporation to the Recipient of an equal number of the Corporation's common shares, without par value ("Underlying Common Shares").

2. Vesting of RSUs; Effect of Termination of Employment and Change in Control.

- (a) Vesting. Subject to the terms contained herein and in that certain Executive Employment Agreement of even date herewith between the Corporation, Vision Marine Technologies Corp., a Delaware corporation and the Recipient (the "Employment Agreement"), upon the Corporation attaining a public market capitalization as set forth below (the "Target Market Cap") and maintaining such Target Market Cap at the close of trading on ten (10) consecutive trading days, then the number of RSUs that vest shall be as follows:

<u>Target Market Cap</u>	<u>Number of RSUs Vesting</u>
US\$15 million or more	150,000
US\$25 million or more	150,000
US\$35 million or more	200,000

- (b) Termination of Employment.

- (i) *Termination for Cause; Resignation other than for Good Reason.* If the Recipient experiences a termination of employment for Cause (as defined in the

Recipient's Employment Agreement) or due to the Recipient's voluntary resignation other than for Good Reason (as defined in the Recipient's Employment Agreement), all RSUs that have not vested as set forth above, shall immediately be forfeited and canceled effective as of the effective date of the Recipient's Termination of Employment.

- (ii) *Termination without Cause; Resignation with Good Reason; Termination upon Death or Disability.* If the Recipient experiences a termination of employment without Cause (as defined in the Recipient's Employment

Agreement) or due to the Recipient's voluntary resignation for Good Reason (as defined in the Recipient's Employment Agreement), then all non-vested RSUs will remain outstanding and subject to vesting in accordance with Section 2(a) above, as if the Recipient remained employed through the Expiry Date (as hereinafter defined). In the event Recipient's employment is terminated by result of his death or Disability (as defined in Recipient's Employment Agreement) then all non-vested RSUs will remain outstanding and subject to vesting in accordance with Section 2(a) above, as if the Recipient remained employed for a period of two years following his termination for death or Disability.

- (iii) *Acceleration of Vesting Upon Change in Control.* In the event of a Change in Control of the Corporation (as defined in the Recipient's Employment Agreement), all unvested RSUs shall vest immediately prior to the closing of the transaction giving rise to the Change in Control and the corresponding Underlying Common Shares shall be deemed issued and outstanding shares of the Corporation immediately prior to the closing of any such transaction.
- (c) *Board Discretion.* Notwithstanding anything contained in this Agreement to the contrary, subject to applicable law, the Board, in its sole discretion, may accelerate the vesting with respect to any RSUs under this Agreement, at such times and upon such terms and conditions as the Board shall determine in its sole discretion.
- (d) *Expiry of Unvested RSUs.* All RSUs that have not vested on or before the tenth anniversary date of this Agreement (the "Expiry Date") shall be forfeited and such RSUs shall be canceled on the Corporation's books and records.

3. Settlement of RSUs.

- (a) *Form and Time of Settlement.* Upon RSUs vesting in accordance with Section 2 of this Agreement, the Corporation shall promptly, but in no event later than three (3) business days following the date on which RSUs vest, instruct its transfer agent to deliver to Recipient, the corresponding number of Underlying Common Shares that have vested, duly registered in Recipient's name.
 - (b) *Settlement of RSUs in Cash In Lieu of Underlying Common Shares.* The Corporation and the Recipient acknowledge that the adoption of the RSU Plan and the delivery of Underlying Common Shares upon the vesting of the RSUs granted hereunder is subject to approval by the Corporation's shareholders, but that there can be no assurances that such shareholder approval will be obtained. In addition, the Corporation and the Recipient acknowledge that even if the RSU Plan is approved by the Corporation's shareholders, it is possible that given certain limitations regarding the total number of securities that can be issued under the RSU Plan or security based compensation plans at various points in time, the Corporation may be prohibited from delivering all or a portion of the Underlying Common Shares required to be delivered to Recipient upon the vesting of RSUs as set forth herein. Accordingly, the Corporation and the Recipient expressly agree that:
-

(i) *If Vesting Occurs Prior to Shareholder Approval of RSU Plan.* In the event that any RSUs granted hereunder vest in accordance with Section 2 hereof prior to the date on which approval of the RSU Plan by the Corporation's shareholders is obtained, then in lieu of delivering the corresponding number of Underlying Common Shares to the Recipient, the Corporation shall be required to deliver a cash payment to the Recipient in an amount equal to the product of (x) the number of RSUs vesting under Section 2 hereof and (y) the closing price of the Corporation's common shares as quoted on the Nasdaq on the date such RSUs vest. Such cash payment shall be made no later than three (3) business days following the date on which the RSUs vest. Notwithstanding the foregoing, in the event the Board determines that there is not sufficient cash to pay the Recipient the cash payment set forth above, such payment may be postponed for a period not to exceed one hundred eighty (180) days.

(ii) *If Vesting Occurs Following Shareholder Approval but Number of*

Underlying Common Shares to be Delivered is Limited. In the event the Corporation's shareholders approve the RSU Plan but the number of Underlying Common Shares to be delivered to the Recipient upon the vesting of RSUs under Section 2 hereof exceeds the maximum number of Underlying Common Shares that are then permitted to be delivered to the Recipient under the RSU Plan, then the Corporation shall: FIRST deliver to the Recipient, the maximum number of Underlying Common Shares that it is permitted to deliver under the RSU Plan and SECOND deliver a cash payment to the Recipient in an amount equal to the product of (x) the difference between the number of RSUs vesting under Section 2 hereof and the number of Underlying Common Shares actually delivered to Recipient and (y) the closing price of the Corporation's common shares as quoted on the Nasdaq on the date such RSUs vest. Both the delivery of Underlying Common Shares and the cash payment shall be made no later than five (5) business days following the date on which the RSUs vest. Notwithstanding the foregoing, in the event the Board determines that there is not sufficient cash to pay the Recipient the cash payment set forth above, such payment may be postponed for a period not to exceed one hundred eighty (180) days.

4. **Tax Withholding.** You agree as a condition of this grant of RSUs that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the vesting of the RSUs and the issuance of the Underlying Common Shares. In the event that the Corporation determines that any federal, state, local or foreign tax or withholding payment is required relating to the Underlying Common Shares, the Corporation will have the right to require such payments from you or withhold the delivery of a portion of the vested Underlying Common Shares otherwise deliverable under this Agreement to cover any such withholding taxes.

5. **Securities Law Compliance.** Notwithstanding any other provision of this Agreement, the Participant may not sell the Underlying Common Shares acquired upon vesting of the RSUs unless such shares are registered under the Securities Act of 1933, as amended (the "Securities Act"), or, if such Shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of Underlying Common Shares must also comply with other applicable laws and regulations governing the Underlying Common Shares and the Recipient may not sell such shares if the Corporation determines in good faith that such sale would not be in material compliance with such laws and regulations or the Corporation's insider trading policy or similar policies or practices that the Corporation adopts or amends from time to time.
 6. **Recipient's Rights with Respect to RSUs.** Holders of unvested RSUs do not have any right to vote nor attend the Corporation's Annual or Special Shareholder Meetings until such time that Underlying Common Shares have vested and are issued. Similarly, the holder of unvested RSUs shall not be entitled to receive any dividends declared or paid on the Corporation's common shares. Any stock distributions you receive with respect to unvested RSUs as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be deemed to be a part of the RSUs and subject to the same conditions and restrictions applicable thereto. Any cash dividends paid on unvested RSUs you hold on the record date for such dividend shall be held by the Corporation and subject to the same conditions and restrictions applicable to your unvested RSUs; provided that, within thirty (30) days after the date on which the applicable RSUs vest in accordance with the terms of this Agreement, such dividends shall be paid to you, without interest. You will immediately and automatically forfeit such dividends to the extent that you forfeit the corresponding unvested RSUs.
 7. **Adjustments.** The number, class or other terms of any outstanding RSUs may be adjusted by the Board to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Corporation or other similar transaction affecting all of the Corporation's common shares in such manner as the Board determines in its sole discretion.
 8. **Section 409A.** The grant of RSUs under this Agreement is intended to comply with Code Section 409A ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement will be interpreted and administered to be in compliance with Section 409A. Notwithstanding anything to the contrary in this Agreement, neither the Corporation nor the Board will have any obligation to take any action to prevent the assessment of any excise tax or penalty on you under Section 409A, and neither the Corporation nor the Board will have any liability to you for such tax or penalty.
 10. **Recoupment.** The RSUs granted hereunder shall be subject to any Corporation clawback, recoupment or similar policy as permitted or mandated by applicable law, rules or regulations, or any Corporation policy as enacted, adopted or modified from time to time.
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11. **Successor.** All obligations of the Corporation under this Agreement, with respect to the RSUs granted hereunder, shall be binding on any successor to the Corporation, 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 or assets of the Corporation.
12. **Undertaking.** The Corporation undertakes to include in its Management Information

Circular for its Annual General Shareholders Meeting to, *inter alia*, present its Audited Consolidated Financial Statements for the Fiscal Year ended August 31, 2025, its recommendations and support for the shareholders resolutions to (i) adopt the RSU Plan and (ii) to present, recommend and support the appropriate shareholder resolutions which would permit certain derogations by way of a disinterested shareholder vote from certain limitations related to the number of RSUs to be granted to Recipient pursuant to the terms of this Agreement. The Corporation also undertakes to hold such Annual General Shareholders Meeting by no later than February 28, 2026.

13. **Miscellaneous.**

- (a) **Successors and Assigns.** The Corporation may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Corporation. Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.
- (b) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes in their entirety all prior undertakings and agreements of the Corporation and the Recipient with respect to the subject matter hereof. For the avoidance of doubt, the restrictive covenants set forth in the Recipient's Employment Agreement shall not be superseded by this Agreement.
- (c) **No Right to Continued Employment.** Nothing contained in this Agreement shall be construed as giving the Recipient any right to be retained, in any position, as an employee, consultant or director of the Corporation or its affiliates or shall interfere with or restrict in any way the rights of the Corporation or its affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Recipient at any time for any reason whatsoever.
- (d) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the federal laws of the United States of America applicable thereto regardless of the application of rules of conflicts of law that would apply the laws of any other jurisdiction.
- (e) **Counterparts.** This Agreement may be executed in any number of counterparts, including by way of any electronic signature, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
-

(f) Agreement Severable. In the event that any provision of this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

[Signature Page to Follow]

ALEXANDRE MONGEON

VISION MARINE TECHNOLOGIES INC.

/s/ Alexandre Mongeon
Signature

/s/ Raffi Sossoyan
By: Raffi Sossoyan
Title: Chief Financial Officer



EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (“**Agreement**”) is entered into as of this 25th day of September 2025 (the “**Effective Date**”), by Vision Marine Technologies Corp., a Delaware Corporation with an address at 2915 Ogletown Road, Newark, DE 19713, U.S.A. (“**Vision Marine US**”) and Alexandre Mongeon (“**Executive**”). Executive and Vision Marine US are referred to as “**Parties**” or “**Party**” herein.

WHEREAS, Executive is currently employed as Chief Executive Officer (“**CEO**”) of Vision Marine Technologies Inc., a Canadian Company (“**Vision Marine Canada**”), pursuant to the terms of a certain Executive Employment Agreement dated March 1, 2021, between Vision Marine Canada and the Executive (as subsequently amended, the “**Prior Agreement**”); and

WHEREAS, as of the Effective Date, Vision Marine US desires to engage Executive as CEO and Executive desires to continue as CEO, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. Termination of Prior Agreement; Term

(a) Upon the Effective Date, the Prior Agreement shall be terminated and of no further force and effect.

(b) Vision Marine US shall employ Executive, and Executive shall be employed by Vision Marine US, upon the terms and conditions set forth in this Agreement. Unless terminated earlier pursuant to **Section 5** below, Executive’s employment pursuant to this Agreement shall be for a period of five (5) years commencing on the Effective Date and ending on September 24, 2030 (the “**Employment Period**”). Non-renewal of this Agreement shall not constitute a termination of Executive under this Agreement for purposes of **Section 5** below.

2. Title; Duties

(a) Executive shall be employed as Chief Executive Officer and shall report to the Board of Directors of Vision Marine Canada (the “**Vision Marine Canada Board**”), which shall have the final and exclusive authority to direct, control and supervise the activities of Executive. Executive shall perform such services consistent with his position as may be assigned to him from time to time by the Vision Marine Canada Board. Executive is employed in a fiduciary relationship with Vision Marine Canada. In addition to the foregoing, Executive shall perform duties consistent with his appointment from time to time to any other executive positions with Vision Marine US or any of Vision Marine US’ related or affiliated entities including, without limitation, Vision Marine

Canada (collectively, the “**Company Affiliates**”). For the avoidance of doubt, Executive may be appointed, removed, and reappointed to or from executive and directorship positions of any Company Affiliate and any such action, other than a removal of Executive as an executive of Vision Marine US shall not constitute a termination of Executive under this Agreement.

(b) Executive shall carry out his duties set forth in this Agreement at the Vision Marine US’ principal offices located in Fort Lauderdale, Florida.

(c) Notwithstanding anything to the contrary contained in this Agreement, in the event the Vision Marine Canada Board and the Executive shall mutually agree that it is in the best interests of Vision Marine US and its stakeholders to retain a different individual to perform the role of Chief Executive Officer, then Executive shall be offered the opportunity to continue with Vision Marine US in an alternative role, provided that his compensation, benefits and bonus opportunities shall be on terms no less favorable than set forth herein.

3. Extent of Services

(a) General. Executive shall devote a substantial majority of his business time, attention, skill, and effort to the performance of his duties under this Agreement. Executive may, to the extent such activities do not impair the performance of his duties to Vision Marine US: (i) engage in personal investments and charitable, professional, and civic activities; (ii) serve on boards of directors (or other governing bodies) of noncompetitive corporations (or other entities) other than Company Affiliates; and (iii) engage in such additional activities and serve on such additional boards of directors (or other governing bodies) as the Vision Marine Canada Board shall approve; provided, however, that Executive shall resign promptly from any additional boards of directors (or other governing bodies) if directed to do so by the Vision Marine Canada Board of in its sole and absolute discretion. Executive shall not serve on the board of directors (or other governing body) of any corporation (or any other entity) that engages in activities in competition with those of the Company Affiliates. Executive shall perform his duties to the best of his ability, shall adhere to the published policies and procedures of the Company Affiliates, and shall use his best efforts to promote the interests, reputation, business, and welfare of the Company Affiliates.

4. Compensation and Benefits

(a) Salary. Vision Marine US shall pay Executive a gross annual base salary (“**Base Salary**”) of US\$600,000. The Base Salary shall be payable in accordance with the Vision Marine US’ normal payroll practice, minus such deductions as may be required by law or reasonably requested by Executive. The Vision Marine Canada Board shall review Executive’s Base Salary annually in conjunction with its regular review of executives’ salaries and make such increases, if any, to his Base Salary as the Vision Marine Canada Board shall deem appropriate in its sole and absolute discretion.

(b) Incentive Compensation

(i) As a material inducement for Executive to enter into this Agreement and in recognition of Executive's (a) extensive contributions to the Company Affiliates including, without limitation the Executive's leadership in sourcing, negotiating and successfully closing the Nautical Ventures acquisition and (b) in recognition of and to properly compensate Executive for moving his entire family to Southern Florida, the Vision Marine Canada Board has approved and, concurrently with the execution hereof, shall cause Vision Marine Canada to issue to Executive a total of 285,000 shares of Vision Marine Canada's common shares, without par value.

(ii) Subject to the terms of that certain Restricted Share Unit Agreement of even date herewith between Vision Marine Canada and Executive (the "**RSU Agreement**"), the Vision Marine Canada Board has approved the adoption of a Restricted Share Unit Plan and has granted to Executive, 500,000 Restricted Share Units (the "**RSUs**"). Such RSUs shall vest upon Vision Marine Canada achieving certain valuation milestones as set forth in the RSU Agreement.

(iii) Subject to Vision Marine Canada attaining a public market capitalization as set forth below (the "**Target Market Cap**") and maintaining such Target Market Cap at the close of trading on ten (10) consecutive trading days, then Vision Marine US shall pay to Executive a bonus, payable in cash as follows:

<u>Target Market Cap</u>	<u>Bonus Payable</u>
US\$15 million or more	US\$200,000
US\$25 million or more	US\$250,000
US\$35 million or more	US\$300,000

Any such bonus earned under this **Section 4(b)(iii)** shall be paid to Executive not later than five (5) business days following the satisfaction of the conditions set forth herein. Notwithstanding the foregoing, in the event the Vision Marine Canada Board determines that there is not sufficient cash to pay Executive his bonus when earned, such payment may be postponed for a period not to exceed one hundred eighty (180) days.

(iv) Executive shall be eligible to receive a "**Discretionary Annual Bonus**" with a target amount of fifty percent (50%) of the sum of his annual Base Salary and with a maximum of one hundred percent (100%) of the sum of his annual Base Salary. The amount, if any, of each Discretionary Annual Bonus payable to Executive shall be determined by the Vision Marine Canada Board in its sole and absolute discretion, taking into account such criteria as the Vision Marine Canada Board shall deem appropriate. The Vision Marine Canada Board shall make its determination of the amount of the Discretionary Annual Bonus (if any) payable to Executive promptly after the Vision Marine Canada Board's acceptance of the financial results for Vision Marine Canada's applicable fiscal year. Executive shall be entitled to receive the Discretionary Annual Bonus (if any) for a given fiscal year so long as he is an employee on the last day of the fiscal year for which the Discretionary Annual Bonus is given. Each such Discretionary Annual Bonus directed to be awarded to Executive

shall be payable as soon as practical, but no later than December 15 following the fiscal year of performance. Subject to the foregoing, Executive may be entitled to receive a pro-rata amount of the Discretionary Annual Bonus for any partial calendar year occurring by reason of termination of this Agreement pursuant to **Section 5(b)** or **(c)** below.

(v) Executive shall be eligible to participate in any equity compensation plan under which similarly-situated senior executives of Company Affiliates are eligible to receive equity awards for service to the Company Affiliates including, without limitation, the Amended and Restated Option(s) Plan (the "**Option Plan**"). The terms and amounts of any equity awards granted to Executive under the Option Plan or otherwise, shall be determined by the Vision Marine Canada Board in its sole and absolute discretion. With respect to the RSU Plan and the Option Plan, Vision Marine Canada will use reasonable commercial efforts to file with the U.S. Securities and Exchange Commission (the "**SEC**"), a registration statement on Form S-8 (the "**Form S-8 Registration Statement**") as soon as is practicable and to cause such Form S-8 Registration Statement to remain effective.

(vi) Executive may be eligible to participate in such other incentive compensation programs as may be provided to senior executives of the Company Affiliates from time-to-time.

(c) Vacation. Executive will be entitled to six (6) weeks' paid annual vacation per calendar year (the "**Vacation**") during the continuance of this Agreement. Executive's entitlement to any such paid Vacation during any year (including the initial year) during the continuance of this Agreement will be subject, at all times, to the Executive's entitlement to only a pro rata portion of any such paid Vacation time during any year (including the initial year) and to the effective date upon which this Agreement is terminated prior to the end of any such year for any reason whatsoever.

(d) Other Benefits. In connection with the relocation of Executive to Fort Lauderdale, Florida, Executive shall be entitled to (i) a one-time relocation payment in the amount of US\$20,000, payable to Executive thirty (30) days after Executive secures a residence in Fort Lauderdale, Florida, (ii) a monthly housing allowance in the amount of US\$12,000, payable to Executive on the first day of each calendar month during the Employment Period, (iii) a monthly car allowance in the amount of US\$2,000, payable to Executive on the first day of each calendar month during the Employment Period and (iv) participate in such life, health and disability insurance, pension, deferred compensation and incentive plans, drug and dental coverage plans and other benefits as the Company Affiliates extend, or may in the future extend, as a matter of policy, to senior executive employees of the Company Affiliates.

(e) Reimbursement of Business Expenses. Vision Marine US shall reimburse Executive for all reasonable travel and other expenses incurred or paid by Executive in connection with, or related to, the performance of his duties, responsibilities or services to Vision Marine US or the Company Affiliates under this Agreement in accordance with

the reimbursement policy and procedure then adopted, from time to time, by Vision Marine US and upon presentation by Executive of reasonable documentation, expense statements, vouchers and such other supporting information as Vision Marine US may reasonably request.

5. Termination

(a) Termination by Vision Marine US for Cause. Vision Marine US may terminate Executive's employment under this Agreement at any time for Cause upon written notice. For purposes of this Agreement, "**Cause**" for termination shall mean any of the following: (i) the conviction of Executive of, or the entry of a plea of guilty, first offender probation before judgment or *nolo contendere* by Executive to, any felony or any other crime involving dishonesty; (ii) fraud, misappropriation, embezzlement, or breach of fiduciary duty by Executive with respect to any of the Company Affiliates; (iii) Executive's willful failure, bad faith, or gross negligence in the performance of his assigned duties for Vision Marine US following Executive's receipt of written notice of such willful failure, bad faith, or gross negligence; (iv) Executive's failure to follow reasonable and lawful directives of the Vision Marine Canada Board following Executive's receipt of written notice of such failure; (v) any act or omission of Executive that the Vision Marine Canada Board reasonably determines to be likely to have a material adverse impact on Vision Marine US' business or reputation for honesty and fair dealing; other than an act or failure to act by Executive acting reasonably, in good faith and without reason to believe that such act or failure to act would adversely impact Vision Marine US' business or reputation for honesty and fair dealing; or (vi) the breach by Executive of any material term of this Agreement following Executive's receipt of written notice of such breach. Vision Marine US shall provide Executive a period of thirty (30) days following receipt of any written Cause notification in order to allow Executive the opportunity to effectuate a cure of the acts or omissions that form the basis for the determination, but only to the extent such acts or omissions are capable of cure.

(b) Termination by the Vision Marine US without Cause. Upon giving Executive sixty (60) days' written notice, Vision Marine US may terminate this Agreement without Cause. At Vision Marine US' sole and absolute discretion, it may substitute sixty (60) days' salary in lieu of notice. Any salary paid to Executive by Vision Marine US in lieu of notice shall not be offset against any entitlement Executive may have to the Severance Payment pursuant to **Section 6(c)(i)** below.

(c) Termination by Executive for Good Reason. Executive may terminate his employment with Vision Marine US under this Agreement at any time for Good Reason, upon sixty (60) days' written notice by Executive to Vision Marine US. Executive may not terminate this Agreement for Good Reason hereunder unless and until he has provided Vision Marine US with written notice of the action which Executive contends to be Good Reason (which notice must specify that such action constitutes the basis for a "Good Reason" resignation hereunder), such written notice is provided within sixty (60) days of the occurrence of the event which Executive contends to be Good Reason and Vision Marine US shall have failed to reasonably remedy such action within thirty

(30) days of receiving such written notice. For purposes of this Agreement, “**Good Reason**” for termination shall mean any of the following: (i) the assignment to Executive of substantial duties or responsibilities materially inconsistent with Executive’s position at Vision Marine US or any other action by Vision Marine US which results in a substantial diminution of Executive’s duties or responsibilities as a senior executive of Vision Marine US (for the avoidance of doubt, if Executive is removed as a director or senior executive of any Company Affiliate, such removal or resignation shall not constitute a basis for a resignation or termination of this Agreement by Executive for Good Reason); (ii) Vision Marine US’ failure to pay Executive any Base Salary or other compensation or benefit to which he is entitled for a period of three (3) business days; (iii) a material reduction in Executive’s Base Salary; or (iv) a breach of any material term of this Agreement or the RSU Agreement by Vision Marine US or Vision Marine Canada, as applicable.

(d) Executive’s Death or Disability. Executive’s employment with Vision Marine US shall terminate immediately upon his death or, upon written notice as set forth below, his Disability. As used in this Agreement, “**Disability**” shall mean such permanent physical or mental impairment as would render Executive unable to perform his duties under this Agreement for more than ninety (90) days. If the Employment Period is terminated by reason of Executive’s Disability, either party shall give thirty (30) days’ advance written notice to that effect to the other. This **Section 5(d)** is intended to be interpreted and applied consistent with any laws, statutes, regulations, and ordinances prohibiting discrimination, harassment, or retaliation on the basis of a disability.

(e) Termination by Executive without Good Reason. Executive may terminate his employment under this Agreement at any time without Good Reason upon giving Vision Marine US sixty (60) days’ written notice.

6. Effect of Termination

(a) General. Regardless of the reason for any termination of this Agreement (other than terminations due to Executive’s death or Disability, which are covered by **Sections 6(e)(i)** and **(ii)** below, respectively), Executive shall be entitled to receive each of the following: (i) payment of any unpaid portion of his Base Salary through the effective date of termination; (ii) reimbursement for any outstanding reasonable business expense he has incurred in performing his duties hereunder in accordance with **Section 4(e)** above; (iii) continued insurance benefits to the extent required by law; and (iv) payment of any fully vested but unpaid rights as required by the terms of any bonus or other incentive pay plan, or any other employee benefit plan or program of Vision Marine US or any Company Affiliate.

(b) Termination by Vision Marine US for Cause. If Vision Marine US terminates Executive’s employment for Cause, Executive shall have no rights or claims under this Agreement against Vision Marine US or its officers, directors, employees, or equity holders, with respect to such termination of employment, except only to receive the payments and benefits described in **Section 6(a)** above.

(c) Termination by Vision Marine US without Cause or by Executive for Good Reason. If Vision Marine US terminates this Agreement without Cause pursuant to **Section 5(b)** above, or Executive terminates this Agreement for Good Reason pursuant to **Section 5(c)** above during the Employment Period, then Executive shall be entitled to receive, and Vision Marine US shall pay, in addition to the items referenced in **Section 6(a)** above, the following:

(i) An aggregate amount equal to his Base Salary at the rate in effect on his last day of employment (the “**Severance Payment**”). The Severance Payment shall be paid in twelve (12) equal monthly installments commencing after Executive’s termination of employment, subject to all legally required payroll deductions and withholdings. The twelve (12)-month period during which Severance Payments shall be tendered is the “**Severance Payment Period**.”

(ii) To help defray Executive’s costs of procuring health, dental or drug insurance coverage, Vision Marine US shall pay Executive an additional monthly amount of US\$1,000 (the “**Additional Amount**”) with each Severance Payment installment during the Severance Payment Period to be paid to Executive under **Section 6(c)(1)** above. In no event shall payment of the Additional Amount to Executive extend beyond the Severance Payment Period.

(iii) A pro-rata share of any Discretionary Annual Bonus which Executive otherwise would have been entitled under **Section 4(b)(iii)** above for the fiscal year in which his employment terminates without Cause or for Good Reason, with such discretionary amount determined by the Vision Marine Canada Board in good faith and prorated based on the number of days Executive is employed in the fiscal year of termination. Such pro-rated bonus shall be paid to Executive within thirty (30) days following the date the financial results of such fiscal year are accepted by the Vision Marine Canada Board and in no event shall any discretionary amount be determined in a manner different than such amounts are determined for still-employed senior executives of Vision Marine US or any Company Affiliate.

(iv) Executive shall maintain the right to hold any unvested Restricted Shares until such time as they vest or expire pursuant to the terms of the Restricted Share Agreement.

(d) Termination by Executive without Good Reason. If Executive terminates this Agreement without Good Reason, Executive shall only be entitled to receive the payments and benefits described in **Section 6(a)**.

(e) Termination upon Death or Disability.

(i) If Executive’s employment terminates in the event of his death, Executive’s estate shall be entitled to receive (a) payment of twenty four (24) months’ Base Salary following the date of his death, (b) payment of any fully vested but unpaid rights as required by the terms of any bonus or other incentive pay plan or any other employee benefit plan or program of Vision Marine US and any Company Affiliate and (c) a pro-rata share of any Discretionary Annual Bonus to which he

otherwise would have been entitled under Section 4(b)(iii) above for the fiscal year in which his death occurs at no less than the target bonus percentage, paid at the time discretionary annual bonuses are paid to still-employed executives of Vision Marine US or any Company Affiliate. Further, Vision Marine US shall pay the Additional Amount for a period of twelve (12) months following his date of death; and

(ii) In the event Executive's employment terminates due to his Disability, he shall be entitled to receive his Base Salary for a period of twenty-four (24) months following the date he is terminated due to his Disability. Executive also shall be entitled to receive a pro-rata share of any Discretionary Annual Bonus to which he otherwise would have been entitled under Section 4(b)(iii) above for the fiscal year in which his employment terminates due to his Disability, paid at the time discretionary annual bonuses are paid to still-employed executives of Vision Marine US and any Company Affiliate. Further, Vision Marine US shall pay the Additional Amount for a period of twelve (12) months following the date of termination of his employment.

(f) Non-Renewal of Employment. If employment terminates based upon the expiration of the Employment Term, then Executive shall be entitled to receive the items referenced in Section 6(a) above and to continue to hold unvested Restricted Shares until they vest or expire as set forth in the Restricted Share Agreement.

(g) Termination following Change in Control. If a Change in Control (as defined below) occurs during the Employment Period, the following provisions shall apply:

(i) Termination without Cause or for Good Reason. If Vision Marine US terminate Executive's employment without Cause or Executive terminates his employment for Good Reason within two (2) years following a Change in Control, the termination shall be treated as a termination pursuant to Section 6(c) above; provided, however, that the Severance Payment shall be increased to two times (2X) Executive's Base Salary.

For purposes of this Agreement, a "**Change in Control**" means a (i) Change in Ownership of Vision Marine Canada, (ii) Change in Ownership of Assets of Vision Marine Canada, or (iii) a Change in Effective Control of the Vision Marine Canada, as described herein and construed in accordance with Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**").

(A) A "**Change in Ownership of Vision Marine Canada**" shall occur on the date that any Person acquires, or Persons Acting as a Group acquire, ownership of the equity interests of Vision Marine Canada that, together with the stock held by such Person or Group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the equity interests of the Company. However, if any Person is, or Persons Acting as a Group are, considered to own more than fifty percent (50%) of the total fair market value or total voting power of the equity interests of Vision Marine Canada, the acquisition of additional stock by the same Person or Persons Acting as a Group is not

considered to cause a Change in Ownership of Vision Marine Canada. An increase in the percentage of equity interests owned by any Person, or Persons Acting as a Group, as a result of a transaction in which Vision Marine Canada acquires its equity interests in exchange for property shall be treated as an acquisition of equity interests.

(B) A **“Change in the Ownership of Assets of the Vision Marine Canada”** shall occur on the date that any Person acquires, or Persons Acting as a Group acquire (or has or have acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such Person or Persons) assets from Vision Marine Canada that have a total gross fair market value equal to or more than eighty-five percent (85%) of the total gross fair market value of all of the assets of Vision Marine Canada immediately before such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of Vision Marine Canada, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

(C) A **“Change in Effective Control of the Company”** shall occur on the date more than fifty percent (50%) of the members of the Vision Marine Canada Board are replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the existing members of the Vision Marine Canada Board.

The following rules of construction apply in interpreting the definition of Change in Control:

(A) A **“Person”** means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, other than employee benefit plans sponsored or maintained by the Company and by entities controlled by Vision Marine Canada or an underwriter of the equity interests of Vision Marine Canada in a registered public offering.

(B) Persons shall be considered to be **“Persons Acting as a Group (or a Group)”** if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock or similar business transaction with Vision Marine Canada. If a Person owns equity interests in both Vision Marine Canada and the other corporation that enters into a merger, consolidation, purchase or acquisition of stock or similar business transaction, such holder is considered to be acting as a Group with other holders only with respect to the ownership in the entity giving rise to the change and not with respect to the ownership interest in the Vision Marine Canada. Persons shall not be considered to be acting as a Group solely because they purchase assets of the same entity at the same time or purchase or own stock of the same corporation at the same time, or as a result of the same public offering.

(C) For purposes of this definition, fair market value shall be determined by the Vision Marine Canada Board.

(D) A Change in Control shall not include a transfer to a related person as described in Code Section 409A.

(E) For purposes of this definition, Code Section 318(a) applies to determine ownership. Equity underlying a vested option is considered owned by the individual who holds the vested option (and the stock underlying an unvested option is not considered owned by the individual who holds the unvested option). For purposes of the preceding sentence, however, if a vested option is exercisable for equity that is not substantially vested (as defined by Treasury Regulation §§1.83-3(b) and (j)), the equity underlying the option is not treated as owned by the individual who holds the option.

(F) A public offering of Vision Marine Canada's securities shall not constitute a Change in Control under this Agreement.

(h) Separation Agreement Required for Severance Payments. No post-employment payments by Vision Marine US relating to termination of employment under the provisions of **Section 6(c), (d), (e), or (g)** above shall commence until Executive executes and delivers a Separation and General Release Agreement (the "**Separation Agreement**") in form and substance satisfactory to Vision Marine US and releasing Vision Marine US from all claims, which must occur by no later than the thirtieth (30th) day following the termination of Executive's employment.

(i) Cooperation. Following the Employment Period, Executive shall assist and cooperate with Vision Marine US and the Company Affiliates in the orderly transition of work to others if so requested by Vision Marine US or the Company Affiliates. Executive shall cooperate with Vision Marine US and be responsive to requests for information by it relating to its business matters about which Executive may have information or knowledge and reasonably assist Vision Marine US and the Company Affiliates with any litigation, threatened litigation or arbitration proceeding relating to Vision Marine US' business as to which business Executive had relevant knowledge, and Vision Marine US shall reimburse Executive for reasonable costs, including attorneys' fees and expenses, actually incurred by Executive in connection with such assistance.

7. Confidentiality.

(a) Definition of Confidential Information. Executive acknowledges that he may be furnished or may otherwise receive or have access to confidential information which relates to Vision Marine US or a Company Affiliates' past, present or future business activities, strategies, services or products, research and development; financial analysis and data; improvements, patents, trademarks, inventions, know-how, trade secrets, processes, techniques, designs or other technical data; profit margins and other financial information; fee arrangements; terms and contents of leases, distribution agreements and other contracts; customer and supplier lists, price lists or other compilations for marketing or development; confidential personnel and payroll information; or other information regarding administrative, management, financial, marketing, leasing or sales activities of Vision Marine US or any Company Affiliates or of a third party which provided proprietary information to either or both on a

confidential basis. All such information, including any materials or documents containing such information, shall be considered by Vision Marine US, the Company Affiliates, and Executive as proprietary and confidential information of Vision Marine US and the Company Affiliates (the “**Confidential Information**”).

(b) Exclusions. Notwithstanding the foregoing, Confidential Information shall not include (i) information disseminated by Vision Marine US or Company Affiliates on a non-confidential basis to third parties in the ordinary course of business; (ii) information in the public domain not as a result of a breach of any duty by Executive or any other person; or (iii) information that Vision Marine US or Company Affiliates, as the case may be, does not consider confidential.

(c) Obligations. Both during the Employment Period and after termination of his employment for any reason, including expiration of the Employment Period (the “**Nondisclosure Restricted Period**”), Executive shall preserve and protect the confidentiality of the Confidential Information and all physical forms thereof, whether disclosed to him before this Agreement is signed or afterward. In addition, Executive shall not (i) disclose or disseminate the Confidential Information to any third party, including employees of the Company Affiliates without a legitimate business need to know; (ii) remove the Confidential Information from any Company Affiliates’ premises without a valid business purpose; or (iii) use the Confidential Information for his own benefit or for the benefit of any third party, in each of the foregoing cases during the Nondisclosure Restricted Period.

(d) Exceptions. Notwithstanding any other provision of this Agreement, Executive may, if and solely to the extent required by law, disclose Confidential Information but, to the extent possible, shall first notify Vision Marine US in writing of each such requirement so that Vision Marine US may seek a protective order or waive compliance with this Agreement. Executive will cooperate fully with Vision Marine US at the expense of Vision Marine US in seeking any such protective order.

(e) Return of Confidential Information. Executive acknowledges that all the Confidential Information pre-existing, used or generated during the course of his employment by Vision Marine US is the property of Vision Marine US and the Company Affiliates, as the case may be, and Executive holds and uses such as a trustee for Vision Marine US or the Company Affiliates and subject to Vision Marine US’ and the Company Affiliates’ sole control. Executive shall deliver to Vision Marine US all documents and other tangibles (including diskettes and other storage media) containing the Confidential Information (x) at any time upon request by Vision Marine US and (y) immediately upon termination of the Employment Period.

8. Noncompetition and Non-Solicitation

(a) Restriction on Competition. During the Employment Period and a period of six (6) months following the expiration, resignation or termination of Executive’s employment for any reason (the “**Restricted Period**”), Executive shall not engage, directly or indirectly, either individually or through another person or entity, whether as an owner, employee, consultant, partner, principal, agent, representative, stockholder or

otherwise, of, in, to or for any business that competes with the business of Vision Marine US or Company Affiliates and which is located or operating within the United States or Canada (the “**Restricted Area**”); provided, however, that Executive may own less than five percent (5%) of the outstanding stock of any publicly traded corporation that engages in a competing business. For purposes of this **Section 8(a)**, a business that competes with the business of Vision Marine US or Company Affiliates shall include, but not be limited to, any business that is engaged in the design, manufacture, assembly, sale or leasing of electric boats and/or their related products, services and components.

(b) Non-Solicitation of Customers. During the Restricted Period, Executive shall not, directly or indirectly, on his own behalf or on behalf of any other person(s), solicit any former, current or prospective customer of Vision Marine US or Company Affiliates for the purpose of selling or supplying goods, products or services which are competitive to the goods, products and services supplied by Vision Marine US or Company Affiliates at the time of your termination.

(c) Non-Solicitation of Employees. During the Restricted Period, Executive shall not, directly or indirectly, solicit or employ or cause any business to solicit or employ any person who is then or was at any time during the two (2)-year period prior to Executive’s termination as an employee of Vision Marine US or Company Affiliates, except to the extent that such action is undertaken in the ordinary course of hiring practices (e.g., an employment solicitation that is transmitted generally to the public or in the industry, rather than one that is targeted directly to any such employee of Vision Marine US).

(d) Acknowledgement. Executive acknowledges that he will acquire much Confidential Information concerning the past, present and future business of Vision Marine US and Company Affiliates as the result of his employment with Vision Marine US, as well as access to the relationships between Vision Marine US, and the Company Affiliates and their respective clients and employees. Executive further acknowledges that the business of Vision Marine US and the Company Affiliates is very competitive and that competition by him in that business during the Employment Period and the Restricted Period would severely injure Vision Marine US and the Company Affiliates, as the case may. Executive understands that the restrictions contained in this **Section 8** are reasonable and are required for Vision Marine US’ and the Company Affiliates’ legitimate protection, and do not unduly limit his ability to earn a livelihood.

(e) Severability. If any court determines that any provision of this **Section 8** is invalid or unenforceable, the remainder of this **Section 8** shall not thereby be affected and shall be given full effect, without regard to the invalid portion. In addition, if any court or arbitrator construes any portion of this **Section 8** to be unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced. This **Section 8**, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

(f) Breach of Restrictive Covenants. Notwithstanding any arbitration provisions contained in this Agreement, Vision Marine US shall have the right and remedy to have the provisions of this **Section 8** specifically enforced by a court of competent jurisdiction without any requirement to first seek a remedy through arbitration, including by temporary or permanent injunction, it being acknowledged and agreed that any such violation may cause irreparable injury to Vision Marine US and that money damages will not provide an adequate remedy to Vision Marine US. Vision Marine US shall also have the right to seek damages for any breach of this **Section 8**.

(g) Successors and Assigns. Vision Marine US and its successors and assigns may enforce these restrictive covenants.

9. Ownership of Intellectual Property.

(a) Definition of Inventions. For purposes of this Agreement, “**Inventions**” means, collectively, all (i) discoveries, inventions, ideas, suggestions, reports, documents, designs, technology, methodologies, compilations, concepts, procedures, processes, products, protocols, treatments, methods, tests, improvements, work product and computer programs (including all source code, object code, compilers, libraries and developer tools, and any manuals, descriptions, data files, resource files and other such materials relating thereto), and (ii) each and every part of the foregoing that are conceived, developed, reduced to practice or otherwise made by the Executive either alone or with others or, in any way, relate to the present or proposed programs, services, products or business of Vision Marine US or a Company Affiliate, or to tasks assigned to the Executive in connection with the Executive’s duties or in connection with any research or development carried on or planned by Vision Marine US or a Company Affiliate, whether or not such Inventions are conceived, developed, reduced to practice or otherwise made during the Executive’s employment or during regular working hours and whether or not the Executive is specifically instructed to conceive, develop, reduce to practice or otherwise make same.

(b) Exclusive Property. The Executive agrees that all Inventions, and any and all services and products which embody, emulate or employ any such Invention, shall be the sole property of Vision Marine US and the Company Affiliates and all copyrights, patents, patent rights, trademarks, service marks, reproduction rights and all other proprietary title, rights and interest in and to each such Invention, whether or not registrable (collectively, the “**Intellectual Property Rights**”), shall belong exclusively to Vision Marine US or the Company Affiliates, as the case may be.

(c) Work for Hire. For purposes of all applicable copyright laws to the extent, if any, that such laws are applicable to any such Invention or any such service or product, it shall be considered a work made for hire and Vision Marine US or the Company Affiliates shall be considered the author thereof.

(d) Disclosure. The Executive will promptly disclose to Vision Marine US, or any persons designated by it, all Inventions and all such services or products.

(e) Assignment. The Executive hereby assigns and further agrees to, from time to time as such Inventions arise, assign to Vision Marine US or its nominees (or its respective successors or assigns) all of the Executive's right, title and interest in and to the Inventions and the Intellectual Property Rights without further payment by Vision Marine US or any Company Affiliate.

(f) Moral Rights. The Executive hereby waives and further agrees to, from time to time as such Inventions arise, waive for the benefit of Vision Marine US and its successors or assigns all the Executive's moral rights in respect of the Inventions.

(g) Further Assistance. The Executive agrees to assist Vision Marine US and the Company Affiliates in every proper way (but at the expense of Vision Marine US or the Company Affiliate) to obtain and, from time to time, enforce the Intellectual Property Rights and to the Inventions in any and all countries, and to that end will execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights in and to such Inventions as Vision Marine US may desire, together with any assignments of such Inventions to Vision Marine US or persons designated by it. The Executive's obligation to assist Vision Marine US or a Company Affiliate in obtaining and enforcing such Intellectual Property Rights in any and all countries shall continue beyond the termination of this Agreement.

(h) Representations and Warranties. The Executive hereby represents and warrants that the Executive is subject to no contractual or other restriction or obligation that will in any manner limit the Executive's obligations under this Agreement or activities on behalf of Vision Marine US. The Executive hereby represents and warrants to Vision Marine US that the Executive has no continuing obligations to any person (a) with respect to any previous invention, discovery or other item of intellectual property or (b) that require the Executive not to disclose the same.

10. Arbitration

(a) Matters for Arbitration. Except with respect to any claim for breach of the restrictive covenants contained in **Sections 7 and 8** of this Agreement, including any request for injunctive relief to enforce compliance with the terms of **Sections 7 and 8**, the Parties agree that all questions or matters in dispute with respect to this Agreement shall be submitted to arbitration pursuant to the terms hereof. This provision shall not prejudice a Party from seeking a Court order or assistance to garnish or secure sums.

(b) Notice. It shall be a condition precedent to the right of any Party to submit any matter to arbitration pursuant to the provisions hereof that any Party intending to refer any matter to arbitration shall have given not less than five (5) business days' prior written notice of its intention to do so to the other Party together with particulars of the matter in dispute. On the expiration of such five (5) business days the Party who gave

such notice may proceed to refer the dispute to arbitration as provided for herein. This provision shall not prejudice a Party from seeking a Court order or assistance to garnish or secure sums or to seek summary remedy for such matters as counsel may consider amenable to summary proceedings.

(c) Appointments. The Party desiring arbitration shall appoint one arbitrator, and shall notify the other Party of such appointment, and the other Party shall, within five (5) business days after receiving such notice, appoint an arbitrator, and the two arbitrators so named, before proceeding to act, shall, within five (5) business days of the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator, to act with them and be chairperson of the arbitration herein provided for. If the other Party shall fail to appoint an arbitrator within five (5) business days after receiving notice of the appointment of the first arbitrator, or if the two arbitrators appointed by the Parties shall be unable to agree on the appointment of the chairperson, such arbitrators shall be appointed in accordance with the provisions of the American Arbitration Association (AAA) Commercial Arbitration Rules (the "**Rules**"). Except as specifically otherwise provided in this section, the arbitration herein provided for shall be conducted in accordance with such Rules. The chairperson, or in the case where only one arbitrator is appointed, the single arbitrator, shall fix a time and place in Miami, State of Florida for the purpose of hearing the evidence and representations of the Parties, and the chairperson shall preside over the arbitration and determine all questions of procedure not provided for by the Rules or this section. After hearing any evidence and representations that the Parties may submit, the single arbitrator, or the arbitrators, as the case may be, shall make an award and reduce the same to writing, and deliver one copy thereof to each of the Parties. The expense of the arbitration shall be paid as specified in the award.

(d) Award. The Parties agree that the award of a majority of the arbitrators, or in the case of a single arbitrator, of such arbitrator, shall be final and binding upon each of them.

11. Miscellaneous

(a) Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, only by a written agreement between the Parties. Failure or delay by either Party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

(b) No Representation or Claims. The Executive agrees that the Executive has not been induced to enter into this Agreement by reason of any statement, representation, understanding or promise not expressly set out in this Agreement. The Executive has no claim against Vision Marine US or any Company Affiliate arising from any services provided by the Executive in any capacity prior to the Effective Date of this Agreement including, without limitation, any claims under the Prior Agreement.

(c) Notices. All notices required or permitted under this Agreement shall be in writing and will be sufficiently given if delivered personally, or if transmitted by

facsimile transmission (with original to follow by mail) or other form of recorded communication, tested prior to transmission, to:

- (i) If to Vision Marine US, to:

Vision Marine Technologies, Inc.
730 Boulevard du Curé-Boivin
Boisbriand, Quebec, Canada J7G 2A7
Attention: Chief Financial Officer

with a copy to:

Dentons Canada LLP
1 Place Ville Marie Suite 3900
Montreal, QC H3B 4M7
Attention: Charles R. Spector
Email: charles.spector@dentons.com

- (ii) If to Executive, to:

Alexandre Mongeon
Address on File

or to such other address or addresses as either party shall designate to the other in writing from time to time by like notice. Any notice so delivered will be deemed to have been given and received on the day it is so delivered at such address; provided that such day is not a Business Day (as herein defined) then the notice will be deemed to have been given and received on the Business Day next following the day it is so delivered. Any notice so transmitted by form of recorded communication will be deemed to have been given and received on the day of its confirmed transmission (as confirmed by the transmitting medium), provided that if such day is not a Business Day then the notice will be deemed to have been given and received on the Business Day next following such day. "**Business Day**" means any day that is not a Saturday, Sunday or civic or statutory holiday in the State of Florida, USA.

(d) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. The Prior Employment Agreement is declared null and void as of the Effective Date.

(f) Independent Legal Advice. The Executive acknowledges that Visiosn Marine US has recommended that the Executive obtain independent legal advice with respect to this

Agreement, and that the Executive has had a reasonable opportunity to do so prior to executing this Agreement.

(g) Governing Law. For all purposes this Agreement will be governed exclusively by and construed and enforced in accordance with the laws prevailing in the State of Florida, USA and the federal laws of the United States of America applicable thereto.

(h) Successors and Assigns; Change in Control. This Agreement shall be binding upon and inure to the benefit of both parties and each of its successors and assigns, including any entity with which or into which Vision Marine US may be merged or which may succeed to its assets or business or any entity to which Vision Marine US may assign its rights and obligations under this Agreement; provided, however, that the obligations of Executive are personal and shall not be assigned or delegated by him.

(i) Personal Information. The Executive acknowledges that the Vision Marine US is obligated to comply with privacy legislation in the State of Florida and with any other applicable legislation governing the collection, use, storage and disclosure of personal information. The Executive agrees to comply with all personal information protection policies and with other policies, controls and practices as they may exist, from time to time, in ensuring that the Executive and Vision Marine US engage only in lawful collection, storage, use and disclosure of personal information.

(j) Captions. The captions appearing in this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

(k) Severability. In case any provision of this Agreement shall be held by a court or arbitrator with jurisdiction over the parties to this Agreement to be invalid, illegal or otherwise unenforceable, such provision shall be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(l) Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

(m) Survival. The provisions of **Sections 7** through **11** of this Agreement shall survive any termination of Executive's employment.

12. Approvals

The effectiveness of this Agreement is subject to the approval of the Vision Marine Canada Board and by the board of directors of Vision Marine US. Delivery of this Agreement executed by Vision Marine US to Executive shall be deemed conclusive

evidence of such approval and upon such approval this Agreement shall be deemed effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Agreement Date.

EXECUTIVE:

VISION MARINE TECHNOLOGIES CORP.

/s/ Alex Mongeon
ALEX MONGEON

By: /s/ Raffi Sossoyan
Name: Raffi Sossoyan
Title: Chief Financial Officer



PRIVATE AND CONFIDENTIAL

BY ELECTRONIC MAIL

EMPLOYMENT AGREEMENT

Date: August 25, 2025

BETWEEN

Vision Marine Technologies Inc., a duly incorporated Canadian corporation with its head office at 730 Boulevard du Curé-Boivin, Boisbriand, Quebec, Canada, represented by Mr. Alexandre Mongeon in his capacity as President (hereinafter the “Company”),

AND

Mr. Maxime Poudrier, residing at 127 Chemin des Patriotes est, St-Jean-Sur-Richelieu, Quebec, Canada, J2X 0E4 (hereinafter The “Employee”).

WHEREAS

- The Company wishes to employ the Employee as Chief Operating Officer (COO), with strategic oversight of OEM portfolio and operational alignment at both Vision Marine and Nautical Ventures;
- The Employee agrees to such employment under the terms and conditions set forth herein;
- The parties wish to formalize and confirm the terms and conditions of such employment.

CONTINUITY OF EMPLOYMENT AND RESPONSIBILITIES

This Agreement supersedes and replaces any prior employment agreements between the parties solely due to the Employee’s promotion to an Officer position within the Company. Notwithstanding this transition, all service time, tenure, and employment history with the Company shall be fully recognized and preserved. Additionally, any responsibilities, duties, and projects previously assigned to the Employee and still ongoing shall remain in effect and continue under this new Agreement, unless otherwise modified by mutual written agreement.



ARTICLE 1 – INTERPRETATION

1.1 **Definitions:** As used in this Agreement, the terms shall have the meanings assigned herein.

1.2 **Preamble:** The preamble forms an integral part of this Agreement.

ARTICLE 2 – TERM OF EMPLOYMENT

2.1 The employment shall be for a fixed term of two (2) years, commencing on August 15, 2025, and ending on August 14, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

2.2 Any extension or renewal of this Agreement beyond the initial term shall be subject to mutual written agreement between the Company and the Employee no later than sixty (60) days prior to the expiration of the term.

ARTICLE 3 – DUTIES AND RESPONSIBILITIES

3.1 The Employee shall serve as **Chief Operating Officer (COO)** of the Company.

3.2 In this role, the Employee shall:

Operational Leadership

- Oversee day-to-day execution across production, sales, engineering, logistics, after-sales, and corporate operations;
- Ensure all departments are aligned with KPIs, growth milestones, and quarterly deliverables;

OEM and Vendor Oversight

- Lead all corporate-level OEM and vendor relationships;
- Negotiate and manage contracts to protect margin, secure exclusivity, and ensure supply chain reliability;
- Align OEM/vendor activities with product roadmap and sales goals;

Financial Planning

- Partner with Finance to develop budgets, multi-year forecasts, and cash flow models;
 - Monitor performance against budget and adjust operational plans as needed;
-



Sales, Marketing & Brand Alignment

- Collaborate with Marketing to synchronize campaigns with operational readiness and retail capacity;

Human Resource & Talent Planning

- Deploy and develop human resources retention and growth plan across Vision Marine and Nautical Ventures;
- Ensure leadership depth, staffing models, and succession planning are in place;

Strategic Alignment with Executive Leadership

- Work closely with the Chief Executive Officer, Chief Technical Officer, Chief Revenue Officer, and other executives to synchronize product development, commercial execution, and operational scale;

New Brand Development, Partnerships & Acquisitions

- Identify and evaluate new OEM brands, product lines, and technology partners;
- Drive partnership development and support M&A initiatives in North America and internationally.

Continued Oversight at Nautical Ventures

- Maintain direct accountability for OEM brand portfolio oversight;
- Establish and chair a Brand Portfolio Committee;
- Deploy real-time profitability tracking and ensure operational alignment between NV's sales and Vision Marine's supply, production, and technology platforms.

3.3 The Employee shall report to the President or any person designated by the President.

3.4 The Employee's primary work location shall be split between Montreal and Florida, with significant travel across North America, particularly to the United States of America.

3.5 The Company shall cover all reasonable and necessary travel expenses related to this Agreement.



ARTICLE 4 – COMPENSATION

4.1 The Employee shall receive an annual gross salary of USD \$150,000, payable bi-weekly and subject to applicable withholdings.

4.2 The Employee shall be entitled to receive a commission equal to two percent (2%) of the transaction value on any contract of boat sales, powertrain sales, partnership agreement, or other commercial transaction directly generated through his efforts, payable upon collection. This entitlement shall also apply to any merger, acquisition, corporate fusion, or sale (in whole or in part) of the Company's Vision Marine powertrain division, or any business unit substantially comprising the Company's electric powertrain assets, provided that the Employee has materially contributed to the initiation, negotiation, or execution of such transaction.

4.3 For clarity, "net revenue or transaction value" shall mean the total consideration actually received by the Company (whether in cash, securities, or other assets) less any applicable transaction costs, brokerage fees, and taxes directly related to the transaction.

4.4 Any commission payable under this section shall become due and payable within thirty (30) days following the Company's actual receipt of payment or closing of the applicable transaction, whichever occurs later.

4.5 The Employee shall be entitled to receive a USD \$10,000 incentive bonus for every relevant milestone achieved such as, successful certification process for powertrain or batteries (Major system component) and/or technological audit, special projects, etc. This process shall be closely monitored and mutually agreed with both the internal team and the board of directors.

4.6 Eligibility for Existing Sales Commission Incentives

In addition to the commissions and incentive payments described herein, the Employee shall remain eligible to participate in and receive the same sales commission incentives that are in place for the Company's sales team, as such programs existed prior to the execution of this Agreement, subject to the same terms, conditions, and payment schedules applicable to those programs.



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**NAUTICAL
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4.7 No Earnings Cap

Notwithstanding any other provision of this Agreement, there shall be no maximum limit or cap on the total compensation, commissions, bonuses, or other incentive payments the Employee may earn under this Agreement.

4.8 Post-Termination Commission Protection

If, within twelve (12) months following the termination of the Employee's employment for any reason other than termination for cause, the Company receives payment or closes a transaction that was initiated, materially negotiated, or substantially advanced by the Employee during his employment, the Employee shall remain entitled to any commissions or incentive payments that would have been payable under Sections 4.2 and 4.9 had the Employee remained employed, payable on the same terms as if the Employee were still in service.

4.9 Eligibility for Existing Sales Commission Incentives

In addition to the commissions and incentive payments described herein, the Employee shall remain eligible to participate in and receive the same sales commission incentives that are in place for the Company's sales team, as such programs existed prior to the execution of this Agreement, subject to the same terms, conditions, and payment schedules applicable to those programs.

ARTICLE 5 – BENEFITS AND EXPENSES

5.1 **Vacation:** Four (4) weeks annually, accrued monthly or eight (8) % of gross salary.

5.2 **Expenses:** All pre-approved, job-related expenses shall be reimbursed upon submission of supporting documentation and/or being spent with a corporate credit card following internal protocols.

5.3 **Housing Allowance:** A monthly stipend of **USD \$1,500** to cover housing costs in Florida with a proof of lease under the Employee's name. This amount will be variable based on relocation expenses and chosen location for duty purposes and could be revised if mutually agreed between the Employee and the internal team.

5.4 **Vehicle:** The Employee shall have access to a Company-owned vehicle in Canada and USA for work duties.

5.5 **Cell Phone:** Provided by the Company.

5.6 **Insurance:** The Company shall enroll the Employee in a corporate insurance when possible. Employee shall be eligible to receive those benefits that the Company currently has in place, including but not limited to life, health and disability



insurance, pension, deferred compensation and incentive plans, and drug and dental coverage plans that are generally made available to its full-time employees, subject to the terms and conditions thereof and the standard probationary period. All benefits can be changed at any time, and from time to time, at the sole discretion of the Company. In the case of a health insurance plan, if the Company does not have such a plan in place, the Employee will be entitled to a monthly allowance of up to \$1000/month USD, payable on a monthly basis.

5.7 The Employee may be eligible to participate in such other incentive compensation programs as may be provided to similarly-situated employees of the Company from time-to-time.

5.8 The Board may award additional discretionary bonuses based on exceptional company and/or individual performance.

ARTICLE 6 – EMPLOYEE OBLIGATIONS

The Employee agrees to:

- Support cross-functional operations between Florida and Boisbriand, Montreal;
- Ensure integration and operational alignment of all OEM/vendor relationships;
- Implement executive directives and strategic initiatives set by the CEO;
- Complete quarterly business reviews with department heads;
- Assist with any special projects as directed by the President and CEO.

ARTICLE 7 – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1 The terms of the Mutual Non-Disclosure Agreement dated September 1, 2023, between the parties are incorporated herein by reference and shall remain binding during and after employment.

7.2 All work products, inventions, designs, and intellectual property developed during employment shall be the sole property of the Company.

ARTICLE 8 – TERMINATION

8.1 Either party may terminate with cause in accordance with applicable labor standards;

8.2 The Company may terminate without cause with 60 days' written notice or payment in lieu;

8.3 The Employee may resign with 60 days' written notice;



8.4 Upon termination, all Company property must be returned immediately.

8.5 **Severance** : In the event the Company terminates the Employee's employment without cause, the Employee shall be entitled to severance equal to twelve (12) months of base salary at the rate in effect on the termination date, in addition to any accrued but unpaid salary, vacation pay, and other amounts owing under this Agreement. Such severance shall be payable in accordance with the Company's standard payroll schedule, unless otherwise agreed in writing.

ARTICLE 9 – NON-COMPETITION

9.1 For six (6) months after termination, the Employee shall not:

- Engage in any business in North America that directly competes with the Company in the electric marine propulsion industry;

ARTICLE 10 – RELOCATION AND ESTABLISHMENT IN THE USA

10.1 Relocation Incentive:

When applicable and subject to prior written approval by the Company's President, the Employee shall be entitled to a relocation incentive of up to USD \$10,000 to cover reasonable and documented expenses directly related to relocating for work purposes. Eligible expenses may include, but are not limited to, transportation of personal effects, travel costs for the Employee and immediate family, temporary accommodation, and related incidental costs. Payment of the relocation incentive shall be made upon presentation of receipts or other satisfactory proof of expenses, in accordance with the Company's expense policies.

10.2 Continuity of Agreement upon Establishment in the USA:

Should the Employee become officially established as a resident of the United States during the term of this Agreement, all terms, rights, and obligations herein shall remain fully in effect, unless otherwise amended by mutual written consent of both parties. The Employee's relocation or change in residency status shall not, in itself, alter or nullify any provision of this Agreement.

10.3 Benefits Portability Upon Relocation to the United States:

In the event the Employee becomes officially established as a resident of the United States during the term of this Agreement, the Company shall ensure that health insurance coverage transitions smoothly without any gap in coverage.



The Company shall provide a plan of equivalent or greater coverage to that provided immediately prior to relocation, or, if no such plan is available, a monthly allowance sufficient to obtain comparable private coverage in the United States.

ARTICLE 11 – MISCELLANEOUS

11.1 This Agreement supersedes all prior verbal or written agreements.

11.2 Amendments must be in writing and signed by both parties.

11.3 This Agreement shall be governed by the laws of the province of Quebec and the laws of Canada applicable therein.

11.4 Any dispute shall be resolved by the competent courts of the province of Quebec, judicial district of Montreal.

11.5 It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR THE COMPANY:

Name: Alexandre Mongeon

Title: Chief Executive Officer

Signature: _____

EMPLOYEE:

Name: Maxime Poudrier

Title: Chief Operating Officer

Signature: _____



PRIVATE AND CONFIDENTIAL

BY ELECTRONIC MAIL

EMPLOYMENT AGREEMENT

Date: July 16, 2025

Vision Marine Technologies Corp., a duly incorporated Delaware Corporation with its registered office at 2915 Ogletown Road, Newark, Delaware, 19713, U.S.A., represented by Mr. Alexandre Mongeon in his capacity as President (hereinafter the “Company”),

AND

Mr. Daniel Christopher Rathe, residing at 1315 S Fairway Ave Springfield, MO 65804 (hereinafter the “Employee”).

WHEREAS

- The Company wishes to employ the Employee as **Chief Technical Officer**; The Employee agrees to such employment under the terms and conditions set forth herein; The parties wish to formalize and confirm the terms and conditions of such employment.

CONTINUITY OF EMPLOYMENT AND RESPONSIBILITIES

- This Agreement supersedes and replaces the Employee’s previous employment agreements dated March 12, 2025 and September 1, 2023, solely due to the Employee’s promotion to an Officer position within the Company. Notwithstanding this transition, all service time, tenure, and employment history with the Company shall be fully recognized and preserved. Additionally, any responsibilities, duties, and projects previously assigned to the Employee and still ongoing shall remain in effect and continue under this new Agreement, unless otherwise modified by mutual written agreement.

ARTICLE 1 – INTERPRETATION

1.1 **Definitions:** As used in this Agreement, the terms shall have the meanings assigned herein.

1.2 **Preamble:** The preamble forms an integral part of this Agreement.



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ARTICLE 2 – TERM OF EMPLOYMENT

2.1 The employment shall be for a **fixed term of two (2) years**, commencing on **July 16, 2025**, and ending on **July 16, 2027**, unless terminated earlier in accordance with the provisions of this Agreement.

2.2 Any extension or renewal of this Agreement beyond the initial term shall be subject to mutual written agreement between the Company and the Employee no later than sixty (60) days prior to the expiration of the term.

ARTICLE 3 – DUTIES AND RESPONSIBILITIES

3.1 The Employee shall serve as **Chief Technical Officer** of the Company.

3.2 In this role, the Employee shall:

- Train staff of Nautical Ventures Group Inc. (“NVG”) in Florida;
 - Spend approximately **three (3) weeks per month in Florida** to oversee and support local operations;
 - Provide coordination and support to team members of Vision Marine Technologies Inc. (“VMTI”) in Boisbriand, Quebec;
 - Complete audits of Bombardier Recreational Products (“BRP”) processes;
 - Oversee partial transfer of production to BRP, or other service provider, if applicable;
 - Collaborate with BRP to improve and simplify the E-motion™ system;
 - New battery development and integration process with Octillion Power System.
 - Collaborate with the internal VMTI team to put in place a resale service for high voltage batteries.
 - Accomplish all other related responsibilities according to the March 12, 2025 and September 1, 2023 employment agreements, eg; Manage and execute all new OEM integrations.
 - Execute continuous sales, integrations and after sales support with both internal team and OEM’s.
 - Travel to the Company’s Montreal-area offices for transition purposes and participate in the development and structuring of a technical team in Quebec, including the oversight of special projects such as the BRP collaboration.
-



3.3 The Employee shall report to the President or any person designated by the President.

3.4 The Employee's primary work location shall be in Florida; however, significant travel across North America, particularly to Montreal (Boisbriand), is required.

3.5 The Company shall cover all reasonable and necessary **travel expenses** related to this Agreement.

ARTICLE 4 – COMPENSATION

4.1 The Employee shall receive an **annual gross salary** of **USD \$160,000**, payable bi-weekly and subject to applicable withholdings.

4.2 The Employee shall be entitled to receive **1% of net revenue** on any contract of sale or partnership **directly generated through his efforts**, payable upon collection.

4.3 The Employee shall be entitled to receive a \$5,000 USD incentive bonus for every relevant patent filed. This process shall be closely monitored with both the internal team and the board of directors.

ARTICLE 5 – BENEFITS AND EXPENSES

5.1 **Vacation:** Four (4) weeks annually, accrued monthly.

5.2 **Expenses:** All pre-approved, job-related expenses shall be reimbursed upon submission of supporting documentation.

5.3 **Housing Allowance:** A monthly stipend of **USD \$1,500** to cover housing costs in Florida with a proof of lease under the Employee's name.

5.4 **Vehicle:** The Employee shall have access to a Company-owned pickup truck for work duties purposes.

5.5 **Cell Phone:** Provided by the Company.

5.6 **Insurance:** The Company shall enroll the Employee in a corporate insurance when possible. Employee shall be eligible to receive those benefits that the Company currently has in place, including but not limited to life, health and disability insurance, pension, deferred compensation and incentive plans, and drug and dental coverage plans that are generally



made available to its full-time employees, subject to the terms and conditions thereof and the standard probationary period. All benefits can be changed at any time, and from time to time, at the sole discretion of the Company. In the case of a health insurance plan, if the Company does not have such a plan in place, the Employee will be entitled to a monthly allowance of US\$850, payable on a monthly basis.

5.7 Employee may be eligible to participate in such other incentive compensation programs as may be provided to similarly-situated employees of the Company from time-to-time.

ARTICLE 6 – EMPLOYEE OBLIGATIONS

The Employee agrees to:

- Support cross-functional operations between Florida and Boisbriand;
- Implement the E-motion™ system and assist in its integration and certification;
- Complete and document all BRP audits and process evaluations;
- Assist with any special projects as directed by the President and CEO and other management team members if required.

ARTICLE 7 – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1 The terms of the **Mutual Non-Disclosure Agreement dated September 1, 2023**, between the parties are incorporated herein by reference and shall remain binding during and after employment.

7.2 The terms of Section 7 *Confidentiality* of the previous employment agreement between the parties dated March 12, 2025 are incorporated herein by reference and shall remain binding during and after employment.

7.3 The terms of Section 9 *Ownership of Intellectual Property* of the previous employment agreement between the parties dated March 12, 2025 are incorporated herein by reference and shall remain binding during and after employment. All work products, inventions, designs, and intellectual property developed during employment shall be the sole property of



the Company.

ARTICLE 8 – TERMINATION

Termination shall be governed by applicable law and subject to the following:

- Either party may terminate with cause in accordance with Canadian labor standards.
 - The Company may terminate without cause with **60 days' written notice or payment in lieu.**
 - The Employee may resign from his employment by providing the Company **60 days' written notice.**
 - Upon termination, all Company property shall be returned immediately.
-

ARTICLE 9 – NON-COMPETITION

9.1 The Employee agrees that, for a period of **two (2) years** after termination (for any reason), they shall not:

- Engage in any business in North America that competes directly with the Company in the electric marine propulsion industry;
- Hold ownership, partnership, or advisory roles in any such competing entity.

9.2 This clause does not restrict the Employee from holding **non-controlling investments** in public companies.

9.3 This clause shall survive the termination of this Agreement.

9.4 If deemed invalid in part, the remainder shall remain enforceable.

ARTICLE 10 – MISCELLANEOUS

10.1 This Agreement supersedes all prior verbal or written discussions and agreements.



10.2 Any amendment must be in writing and signed by both parties.

10.3 This Agreement shall be governed by the laws of the state of Florida.

10.4 Any dispute arising hereunder shall be resolved by the competent courts of the state of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below:

DATED: July 16, 2025

FOR THE COMPANY:

Name: Alexandre Mongeon

Title: President

Signature: _____

EMPLOYEE:

Name: Daniel Christopher Rathe

Title: Chief Technical Officer

Signature: _____

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Alexandre Mongeon, certify that:

1. I have reviewed this Annual Report on Form 20-F of Vision Marine Technologies Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: November 28, 2025
/s/ Alexandre Mongeon

Name: Alexandre Mongeon
Title: Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Raffi Sossoyan, certify that:

1. I have reviewed this Annual Report on Form 20-F of Vision Marine Technologies Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: November 28, 2025

/s/ Raffi Sossoyan

Name: Raffi Sossoyan

Title: Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Vision Marine Technologies Inc. on Form 20-F for the fiscal year ended August 31, 2025 filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certify that to the best of our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial conditions and results of operations of Vision Marine Technologies Inc.

Date: November 28, 2025

/s/ Alexandre Mongeon

Name: Alexandre Mongeon
Title: Chief Executive Officer
(Principal Executive Officer)

Date: November 28, 2025

/s/ Raffi Sossoyan

Name: Raffi Sossoyan
Title: Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the following Registration Statements: Form S-8 (No. 333-264089), Form F-3 (No. 333-274882), Form F-3 (No. 333-267893), and Form F-3 (No. 333-284423) of Vision Marine Technologies Inc. (the "Company") of our report dated November 28, 2025 with respect to the consolidated financial statements of the Company as of and for the years ended August 31, 2025 and 2024, included by reference in this Annual Report on Form 20-F.

/s/ M&K CPAS, PLLC

M&K CPAS, PLLC
The Woodlands, Texas
November 28, 2025



Ernst & Young s.r.l./S.E.N.C.R.L. Tél./Tel: +1 514 875 6060
Ernst & Young LLP Téléc./Fax: +1 514 879 2600
900, boul. De Maisonneuve Ouest ey.com
Bureau 2300
Montréal (Québec) H3A 0A8

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

1. Form S-8 (No. 333-264089)
2. Form F-3 (No. 333-274882)
3. Form F-3 (No. 333-267893)
4. Form F-3 (No. 333-284423)

of Vision Marine Technologies Inc. (the "Company") of our report dated November 27, 2023, except for the effects of the reverse stock splits and the change in presentation currency as described in Note 2, the reclassification of derivative liabilities as described in Note 4 and the restated segment information as described in Note 29, as to which the date is November 28, 2025, with respect to the consolidated statement of financial position as at August 31, 2023 and the consolidated statements of changes in equity (deficit), comprehensive loss and cash flows for the year ended August 31, 2023, incorporated by reference in this Annual Report on Form 20-F.

/s/ Ernst & Young LLP

Montreal, Canada
November 28, 2025