

DRI HEALTHCARE TRUST CLAWBACK POLICY

1.1 Purpose

DRI Healthcare is establishing this clawback policy to provide for the recoupment of incentive compensation in the circumstances set out in this policy.

1.2 Administration

This policy shall be administered by the Board or any committee designated by the Board, in each case which shall have authority to (i) exercise all of the powers granted to it under the policy, (ii) construe, interpret, and implement this policy, (iii) make all determinations necessary or advisable in administering this policy, and (iv) amend this policy, including to reflect changes in applicable law.

This policy applies to each Covered Person and, except as otherwise specified herein, applies to all Incentive Compensation paid, payable or granted to, received or earned by, or vested in favour of such Covered Person on or after the Effective Date. An individual who was subject to this policy remains subject to this policy even if the individual ceases to be a Covered Person or ceases to be an employee of DRI Healthcare. However, this policy does not apply to distribution equivalents which may be credited after the date the Covered Person first became subject to this policy which relate to awards granted prior to such date.

Unless expressly stated in this policy, all determinations, decisions and interpretations to be made under this policy shall be made by the Board or any committee designated by the Board. Any determination, decision or interpretation made by the Board or such committee under this policy shall be final, binding and conclusive on all parties including the Trust, subsidiaries of the Trust, the affected Covered Person(s), their legal and personal representatives and all other persons.

1.3 Incentive Compensation Subject to Recoupment

- (a) Recoupment Required by Law. Any right of recoupment under this policy is in addition to, and not in lieu of, any recoupment required by any applicable law, rule or regulation, stock exchange rule or regulatory body having jurisdiction over DRI Healthcare, from time to time; provided, however, that any amounts recouped under this policy shall count toward any other required recoupment and vice versa, to the fullest extent permitted by applicable law.
- (b) Recoupment due to Restatement. In the event of a Restatement, the Trust shall be entitled to promptly recoup some or all of the Incentive Compensation, or the value of the benefit realized therefrom, paid, payable or granted to, received or earned by, or vested in favour of, any current or former Covered Person. The amount of Incentive Compensation to be recouped is the amount of Incentive Compensation received by the Covered Person that exceeds the amount of Incentive Compensation that would have been received by the Covered Person had it been determined based on the restated amounts. Any recoupment under Section 1.4(b) shall be in respect of Incentive Compensation received by any current or former Covered Person during the three financial years immediately preceding the Restatement Date.
- (c) Recoupment for Wrongful Act. If the Board or any committee designated by the Board determines that a current or former Covered Person has engaged in a Wrongful Act within the prior three years, whether or not the Wrongful Act is discovered during the Covered

Person's employment, the Trust shall be entitled to promptly recoup some or all of the Incentive Compensation, or the value of the benefit realized therefrom, paid or granted to, received or earned by, or vested in favour of, the Covered Person, in each case, in respect of any fiscal year in which the Wrongful Act occurred or the Covered Person derived a benefit from the Wrongful Act.

- (d) Incorrect Measurement of Performance Metrics. If an error in any Financial Reporting Measure or operating measure used to determine the size of an Incentive Compensation grant or payout to a current or former employee who at the time of such determination was a Covered Person is discovered and the error occurred within the three years preceding the date the error is discovered (the "**Measurement Error Relevant Period**"), DRI Healthcare will be entitled to recoup some or all of the after-tax amount of Incentive Compensation, or the value of the benefit realized therefrom, from such individual. The Recoupment Amount shall not exceed the excess over the amount of Incentive Compensation that would have been granted or paid, or the benefit therefrom that would have been realized, based on the correct Financial Reporting Measure or operating measure.

Recoupment Process

1.4 Determining Recoupment Amount

In determining that a Covered Person's Incentive Compensation is subject to recoupment under this policy and, if so, the recoupment amount, the Board may take into account any factors it deems relevant, including:

- (a) the Covered Person's position and degree of responsibility for the Restatement or error in measuring the applicable performance metrics;
- (b) the availability of other remedies to DRI Healthcare;
- (c) any actual or potential penalties or punishments which regulators or third parties may impose on the Covered Person or DRI Healthcare; and
- (d) the cost and likely outcome of any potential litigation relating to the recoupment, and whether recoupment may prejudice any other interests of the Company, including its interest in any related proceeding or investigation.

The Trust is authorized and directed pursuant to this policy to recoup Incentive Compensation in compliance with this policy as directed by the Board or any committee designated by the Board.

1.5 Sources of Recoupment

The Board or any committee designated by the Board shall determine, in its sole discretion, the timing and method of any recoupment under this policy, which may be made from any of the following sources: (a) direct reimbursement from the Covered Person, (b) deduction from salary, wages and/or future payments, grants or awards of Incentive Compensation to the Covered Person, (c) cancellation or forfeiture of vested or unvested restricted units, performance units or any other equity-based incentive awards held by or credited to the Covered Person, or (d) any other source determined by the Board or such committee. Any

amounts recouped shall be calculated taking into account any taxes paid by the Covered Person in respect of the erroneously awarded Incentive Compensation.

1.6 No Indemnification

Notwithstanding any provision of the declaration of trust governing the Trust, any articles or by-laws of any subsidiary of the Trust, or any agreements between the Trust or any subsidiary of the Trust, on the one hand, and any employee, an employee shall not be entitled to be indemnified for any portion of any Incentive Compensation which is subject to recoupment under this policy or any taxes previously paid or other costs associated with the receipt of such Incentive Compensation or application of this policy and no employee will be entitled to any compensation or damages in respect of any portion of any Incentive Compensation which is recouped pursuant to this policy. Recoupment under this policy shall not be considered to be or give rise to an event or action of the Trust or any subsidiary of the Trust constituting “good reason” for resignation (or any similar concept) under any agreement, incentive plan or award of DRI Healthcare.

1.7 No Impairment of Other Remedies

This policy does not preclude DRI Healthcare from taking any other action to enforce a Covered Person’s obligations to DRI Healthcare, including termination of employment or institution of any proceedings.

1.8 Effective Date

The effective date of this policy is January 1, 2026 (the “**Effective Date**”). In addition, this policy is intended to be and will be incorporated as an essential term and condition of any Incentive Compensation agreement, plan or program that DRI Healthcare establishes or maintains.

1.9 Successors

This policy shall be binding and enforceable against all Covered Persons and their beneficiaries, heirs, executors, administrators, or other legal representatives.

1.10 Definitions

When used herein, unless the context otherwise requires, the following terms have the indicated meanings, respectively:

“**Board**” means the board of trustees of the Trust;

“**Code of Conduct**” means DRI Healthcare’s Code of Conduct, as such code may be amended from time to time.

“**Covered Person**” means, any current or former officer, executive or employee of DRI Healthcare to whom Incentive Compensation was paid, granted, received or earned, or in respect of whom Incentive Compensation has vested;

“**DRI Healthcare**” means, collectively, the Trust and all its subsidiaries or, as the context requires, any of such entities.

“**Effective Date**” has the meaning given to it in Section 1.10 of this policy.

“**Financial Reporting Measure**” means any (i) measure that is determined and presented in accordance with the accounting principles used in preparing the Trust’s financial statements, (ii) unit price of the Trust,

(iii) total unitholder return for the Trust, and (iv) measures that are derived wholly or in part from any measure referenced in (i), (ii) or (iii). Such measures need not be presented within the Trust's financial statements or included in a document publicly filed by or on behalf of the Trust to constitute a Financial Reporting Measure.

"Incentive Compensation" means any portion of a Covered Person's total compensation from DRI Healthcare's that is related to achieving financial or other performance goals, whether or not such compensation has been granted, paid, received, earned or vested, as applicable. Incentive Compensation includes cash bonuses, options, share appreciation rights, restricted share units, performance share units, restricted units and all equivalents and other equity-based compensation.

"Restatement" means an accounting restatement of the Trust's interim or annual financial statements resulting from any material non-compliance with any financial reporting requirements under applicable securities laws (other than: (i) an out-of-period adjustment (i.e., the correction of an immaterial error in previously issued financial statements provided that such correction is immaterial to the current period), (ii) an accounting restatement required by an applicable Canadian securities regulatory authority provided such accounting restatement is unrelated to any material non-compliance of the Trust with any financial reporting requirement under applicable Canadian securities laws, or (iii) the retrospective application of a change or amendment in accounting principles), including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period;

"Restatement Date" means the earlier to occur of (i) the date the Board, a committee of the Board or the officer or officers of the Trust authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Trust or DRI Healthcare is required to prepare a Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Trust or DRI Healthcare to prepare a Restatement;

"Trust" means DRI Healthcare Trust; and

"Wrongful Act" means (i) fraud or intentional and/or reckless non-compliance with applicable laws, rules or regulations, or reckless non-compliance the Code of Conduct or (ii) a failure, by a Covered Person who knew or was wilfully blind with respect to another employee engaging in the conduct specified in (i), to report or take action to stop such conduct.