

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE

ANNUAL GENERAL MEETING OF SHAREHOLDERS

OF

SOUTH PACIFIC METALS CORP.

TO BE HELD ON

THURSDAY, SEPTEMBER 17, 2026

DATED: AUGUST 4, 2026

South Pacific
METALS CORP

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the **Annual General Meeting** (the "**Meeting**") of the holders of common shares ("**Shareholders**") of **SOUTH PACIFIC METALS CORP.** (the "**Company**") will be held at **710 – 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3** Canada, on **Thursday, September 17, 2026**, at **9:00 a.m. (Pacific Time)**, for the following purposes:

1. to receive the audited financial statements of the Company, together with the auditor's report thereon, for the financial year ended March 31, 2026;

2. to fix the number of directors of the Company at five (5);

3. to elect directors of the Company to hold office until the next annual meeting of Shareholders;

4. to appoint Davidson & Company LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and to authorize the directors of the Company to fix the remuneration to be paid to the auditor;

5. to consider, and if deemed advisable, to pass, an ordinary resolution approving the Company's new omnibus compensation plan, dated for reference July 7, 2026, in the form attached as Schedule "A" to and as more particularly described in the Management Information Circular of the Company dated August 4, 2026 (the "**Circular**"); and

6. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

The accompanying Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Although no other matters are contemplated, the Meeting may also consider the transaction of such other business, and any permitted amendment to or variation of any matter identified in this Notice, as may properly come before the Meeting or any adjournment thereof.

Shareholders are advised to review the Circular before voting.

Also accompanying this Notice is a (i) form of proxy, or (ii) voting instruction form, and a request for financial statements form.

The board of directors of the Company has fixed the close of business on August 4, 2026, as the record date (the "**Record Date**") for determining Shareholders who are entitled to receive notice of, and to vote at, the Meeting or any adjournment thereof. Only Shareholders of record at the close of business on the Record Date and duly appointed proxyholders will be entitled to vote at the Meeting.

Registered Shareholders unable to attend the Meeting in person and who wish to ensure that their Common shares will be voted at the Meeting are requested to complete, date and sign a form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Circular **no later than Tuesday, September 15, 2026, at 9:00 a.m. (Pacific Time), the cut-off time for the deposit of proxies prior to the Meeting**.

If you are a non-registered (or beneficial) owner of Common shares of the Company receiving this Notice and accompanying materials through an intermediary, such as a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the Income Tax Act (Canada), or a nominee of any of the foregoing that holds securities on your behalf, please carefully **follow the instructions set out in the voting instruction form** provided to you by the intermediary.

DATED at Vancouver, British Columbia, this **4th** day of **August, 2026**.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ Timo Jauristo
Timo Jauristo
Chief Executive Officer

MANAGEMENT INFORMATION CIRCULAR

SECTION 1 – INTRODUCTION

This management information circular (the "**Circular**") accompanies the notice of annual general meeting (the "**Notice**") and is furnished to the holders (the "**Shareholders**" and each, a "**Shareholder**") of Common shares ("**Shares**") in the capital of South Pacific Metals Corp. (the "**Company**") in connection with the solicitation by the management of the Company (the "**Management**") of proxies to be voted at the annual general meeting (the "**Meeting**") of the Shareholders to be held at **710 – 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3 Canada**, on **Thursday, September 17, 2026**, at **9:00 a.m. (Pacific Time)**, or any adjournment thereof, for the purposes set forth in the Notice.

SECTION 2 – INFORMATION CONTAINED IN THIS CIRCULAR

The Circular contains details of matters to be considered at the Meeting.

In this Circular, references to:

(a) "Registered Shareholders" means persons who hold Shares directly in their own name on the Share register of the Company;

(b) "Beneficial Shareholders" means non-registered Shareholders who do not hold Shares in their own name; and

(c) "intermediaries" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

Please review the Circular before voting.

Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisers in connection therewith.

DATE AND CURRENCY

Unless otherwise indicated, all information in this Circular is given as at **August 4, 2026**, and all dollar amounts referenced herein are in Canadian dollars ("**$**").

NOTICE-AND-ACCESS

The Company is not relying on the "notice-and-access" delivery procedures outlined in National Instrument 54-101– *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54- 101**") to distribute copies of proxy-related materials in connection with the Meeting. However, the Company is electronically delivering proxy-related materials to Shareholders who have requested such delivery method and encourages Shareholders to sign up for electronic delivery (e-Delivery) of all future proxy materials. The proxy materials for the Meeting can be found on under the Company's profile on SEDAR+ at www.sedarplus.ca and on the Company's website at https://southpacificmetals.ca/

SECTION 3 – PROXIES AND VOTING RIGHTS

MANAGEMENT SOLICITATION

The solicitation of proxies by Management will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse Shareholders or intermediaries for costs incurred in obtaining from their principals' authorization to execute forms of proxy, except that the Company has requested intermediaries who hold stock in their respective names to furnish proxy material to their customers, and the Company will reimburse such intermediaries for their related out-of-pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

APPOINTMENT OF PROXY

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder's behalf in accordance with the instructions given by the Shareholder in the proxy. The persons named as proxyholders (the "**Management Nominees**") in the enclosed form of proxy or voting instruction form, as applicable, are directors and/or officers of the Company.

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING, OTHER THAN THE MANAGEMENT NOMINEES NAMED IN THE ENCLOSED FORM OF PROXY.

TO EXERCISE THE RIGHT, THE SHAREHOLDER MAY DO SO BY STRIKING OUT THE PRINTED NAMES AND INSERTING THE NAME OF SUCH OTHER PERSON AND, IF DESIRED, AN ALTERNATE TO SUCH PERSON, IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE'S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER'S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

Registered Shareholders desiring to be represented at the Meeting by proxy – either by a Management Nominee or another person - must deposit their respective forms of proxy with the Company's registrar and transfer agent, Odyssey Trust Company, by:

(a) mail or personal delivery to Odyssey Trust Company, Trader's Bank Building, 1100 – 67 Yonge Street, Toronto, Ontario, Canada M5E 1J8, Attention: Proxy Department; or

(b) facsimile to Odyssey Trust Company, Attention: Proxy Department, at 1-800-517-4553 (toll-free within Canada and the U.S.) or 416-263-9524 (international); or

(c) email to Odyssey Trust Company to proxy@odysseytrust.com; or

(d) online by following the instructions in the form of proxy.

If you vote through the internet, you may also appoint another person to be your proxyholder. Please go to https://vote.odysseytrust.com and follow the instructions. You will require your 12-digit control number, which is printed with your address to the right on your proxy form. If you vote online, please do not mail your proxy form.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder's attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a Company, dated and executed by a duly authorized officer or attorney-in-fact for the Company. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially-certified copy thereof, must accompany the form of proxy.

A completed form of proxy must be received by 9:00 a.m. (Pacific Time) on Tuesday, September 15, 2026. The Company may refuse to recognize any instrument of proxy deposited in writing or via the internet received later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment thereof.

VOTING OF SHARES BY PROXY AND EXERCISE OF DISCRETION

Only Registered Shareholders and duly appointed proxyholders are permitted to vote at the Meeting.

A Shareholder may indicate the manner in which a proxyholder is to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. If the Shareholder specifies a choice in the proxy with respect to a matter to be acted upon and the instructions as to voting indicated in the proxy are certain then the Shares represented will be voted or withheld from the vote on that matter accordingly. In addition, the Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for.

IF NO CHOICE IS SPECIFIED IN THE FORM OF PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY. IN SUCH CASE, IT IS INTENDED THAT THE MANAGEMENT NOMINEES WILL VOTE THE SHARES REPRESENTED BY THE FORM OF PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.

The enclosed form of proxy confers discretionary authority upon the Management Nominees with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Circular, Management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting. In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum but will not be counted as affirmative or negative on the matter to be voted upon.

ADVICE TO BENEFICIAL SHAREHOLDERS

The following information is of significant importance to Shareholders who do not hold Shares in their own name.

If Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Shares will not be registered in the Shareholder's name on the records of the Company. Such Shares will more likely be registered under the names of the Shareholder's intermediary. In Canada, the vast majority of such common shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms), and, in the United States, under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks). **Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.**

Applicable regulatory policy requires intermediaries to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The voting instruction form supplied to a Beneficial Shareholder by an intermediary is similar to the form of proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Registered Shareholder (i.e. the intermediary) how to vote on behalf of the Beneficial Shareholder. In Canada and the United States, the majority of intermediaries delegate responsibility for obtaining instructions from clients to an investor communication service, such as Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge, or such other investor communication service, typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for instructions regarding the voting of Shares to be voted at the Meeting. Beneficial Shareholders are requested to complete and return the voting instruction form to Broadridge, or such other investor communication service, by mail or facsimile. Alternatively, Beneficial Shareholders may be able to call a toll-free number and access Broadridge's dedicated voting website (as may be noted on the voting instruction form) to deliver their voting instructions. Broadridge, or such other investor communication service, then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a voting instruction form cannot use that form as a proxy to vote Shares directly at the Meeting – the voting instruction form must be returned to Broadridge, or such other investor communication service, well in advance of the Meeting in order to have Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of an intermediary, a Beneficial Shareholder may attend at the Meeting as proxyholder for a Registered Shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the Registered Shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the proxy well in advance of the Meeting to their intermediary in accordance with the instructions provided by such intermediary. Alternatively, a Beneficial Shareholder may request in writing that such intermediary send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend and vote at the Meeting.

There are two types of Beneficial Shareholders: (i) those who do not object to their identity being made known to the issuers of securities which they own ("**Non-Objecting Beneficial Owners**" or "**NOBOs**"); and (ii) those who object to their identity being made known to the issuers of securities which they own ("**Objecting Beneficial Owners**" or "**OBOs**"). As the Company does not intend to pay for intermediaries to forward Meeting materials to OBOs, OBOs will not receive the materials unless the OBO's intermediary assumes the cost of delivery.

The Company is sending these Meeting materials directly to Registered Shareholders and NOBOs. If you are a NOBO, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of Shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding Shares on your behalf.

REVOCATION OF PROXY

A Registered Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof by:

- completing and signing a form of proxy bearing a later date and delivering such form of proxy to Odyssey Trust Company by 9:00 a.m. (Pacific Time) on Tuesday, September 15, 2026, or the business day prior to the day the Meeting is reconvened if it is adjourned;
- delivering an instrument in writing to:
    - the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
    - the chair of the meeting, at the meeting, before any vote in respect of which the proxy is to be used shall have been taken; or
- any other manner permitted by law.

A Beneficial Shareholder wishing to revoke a proxy should contact the respective intermediary.

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The solicitation of proxies involves securities of an issuer located in Canada and is being conducted in accordance with the corporate laws of the Province of British Columbia, Canada, and securities laws of the provinces of Canada. The proxy solicitation rules under the United States Securities Exchange Act of 1934, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia), certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgement by a United States court.

SECTION 4 – VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

RECORD DATE

The board of directors of the Company (the "**Board**") has set the close of business on Tuesday, August 4, 2026, as the record date (the "**Record Date**") for the Meeting. Only Shareholders of record as at the Record Date are entitled to receive notice of and to attend and vote at the Meeting or any adjournment thereof.

VOTING RIGHTS

The Company is authorized to issue an unlimited number of Shares without par value and without special rights or restrictions attached. As at the Record Date, there were 69,846,855 Shares issued and outstanding.

Each Share carries the right to one vote. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Shares.

Persons who are Beneficial Shareholders as at the Record Date will be entitled to exercise their voting rights in accordance with the procedures established under NI 54-101. See *"Section 3 – Proxies and Voting Rights – Advice to Beneficial Shareholders."*

PRINCIPAL HOLDERS OF SHARES

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of the Company as at the Record Date.

QUORUM

Pursuant to the Articles of the Company, subject to the special rights and restrictions attached to the shares of any affected class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one or more persons, present in person or by proxy.

SECTION 5 – PARTICULARS OF MATTERS TO BE ACTED UPON

MANAGEMENT KNOWS OF NO OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THOSE REFERRED TO IN THE NOTICE. HOWEVER, IF ANY OTHER MATTERS THAT ARE NOT KNOWN TO MANAGEMENT SHOULD PROPERLY COME BEFORE THE MEETING, THE ACCOMPANYING FORM OF PROXY CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE ON SUCH MATTERS IN ACCORDANCE WITH THEIR BEST JUDGEMENT.

Additional details regarding each of the matters to be acted upon at the Meeting are set forth below.

1. PRESENTATION OF FINANCIAL STATEMENTS

The audited annual financial statements of the Company for the financial year ended March 31, 2026, and the auditor's report thereon, will be placed before Shareholders at the Meeting.

A copy of these financial statements will be available at the Meeting and may also be obtained by a Shareholder upon request without charge from the Company, 710 – 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y33 or via email to info@southpacificmetals.ca These financial statements are also available under the Company's profile on SEDAR+ at www.sedarplus.ca and on its website at www.southpacificmetals.ca.

Shareholder approval is not required and no formal action will be taken at the Meeting to approve the financial statements.

2. FIXING THE NUMBER OF DIRECTORS

At the Meeting, it will be proposed that five (5) directors be elected to hold office until the next annual general meeting or until their successors are elected or appointed. Shareholders will be asked to consider and, if deemed advisable, to approve an ordinary resolution, the text of which is as follows:

"**BE IT RESOLVED**, as an ordinary resolution of Shareholders, that the number of directors to be elected at the Meeting, to hold office until the close of the next annual meeting of Shareholders or until their successors are duly elected or appointed pursuant to the constating documents of the Company, unless their

offices are earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) or the Company's constating documents, be and is hereby fixed at five (5)."

In order for the foregoing resolution to be passed, it must be approved by a simple majority of the votes cast by Shareholders in person or by proxy at the Meeting.

Management believes the passing of the above resolution is in the best interests of the Company and recommends Shareholders vote in favour of the ordinary resolutions fixing the number of directors to be elected at the Meeting as set out above. Unless directed to the contrary, it is the intention of the Management Nominees named in the enclosed instrument of proxy to vote proxies FOR fixing the number of directors of the Company at five (5).

3. ELECTION OF DIRECTORS

The directors of the Company are elected annually and hold office until the next annual meeting, or until their successors are duly elected or appointed in accordance with the Company's Articles or until such director's earlier death, resignation or removal.

Advance Notice Provisions

The Articles of the Company include advance notice provisions (the "**Advance Notice Provisions**"), which requires, among other things, advance notice be given to the Company in circumstances where nominations of persons for election to the Board are made by Shareholders. In the case of an annual meeting of Shareholders, such notice must be made not less than 30 nor more than 65 days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting is made, notice must me made not later than the close of business on the tenth (10th) day following the Notice Date. In the case of a special meeting of shareholders, if one of the purposes for which the special meeting was called was the election of directors, notice to the Company must be made not later than the close of business on the fifteenth (15th) day following the Notice Date.

In addition, the Advance Notice Provisions set forth the information that a Shareholder must include in the notice to the Company and establishes the form in which the Shareholder must submit the notice for that notice to be in proper written form. The Advance Notice Provisions are available for viewing in the Articles of the Company filed under the Company's profile on SEDAR+ at www.sedarplus.ca.

As at the date of this Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Provisions.

Nominees for Election

Management proposes to nominate the persons named in the table below for election by the Shareholders as directors of the Company. All of the nominees are current members of the Board and each has agreed to stand for election. Management does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, or any adjournment thereof, it is intended that discretionary authority shall be exercised by the Management Nominees, if so appointed as proxy, to vote for the election of the remaining nominees and any other person or persons set forth by Management in place of any nominee or nominees who is or are unable to serve.

The following table sets out the names of each person proposed to be nominated for election as a director, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five preceding years for new director nominees, the period of time during which each has been a director of the Company and the number of

Shares beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the Record Date:

Name and Province/ Country of Residence and Present Office Held	Principal Occupation, Business or Employment for Last Five Years (1)	Periods During Which Nominee has Served as a Director	Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly (2)
Michael Murphy (5) *British Columbia, Canada* ***Executive Chairman and Director***	Corporate Finance Consultant President, Chief Executive Officer and Director, Global Battery Metals Ltd. (2008 – present); Director, Prospector Metals Corp. (2018 – 2024)	March 22, 2024 – present	1,079,027
Alex Davidson (4)(5) (Alexander Davidson) *British Columbia, Canada* ***Director*** *Independent*	Director, NorthIsle Copper and Gold Inc. (2025 – present); Director, Capital Limited (2010 – present); Director, Capital Drilling Ltd. (2010 – present); Director and Chairman, NuLegacy Gold Corporation (2014 – 2025); Director, Americas Gold and Silver Corporation (2014 – 2024); Director, Pan American Silver Corp. (2023 – 2024); Director, Yamana Gold Inc. (2009 – 2023)	December 9, 2024 – present	379,710
Simon Jackson (3) (Lawrence Simon Jackson) *Western Australia, Australia* ***Director*** *Independent*	Director, Sarama Resources Ltd. (2011- present); Director, Predictive Discovery Ltd. (2021 – present); Director, Resolute Mining Ltd. (2021 – present); Director, Leeuwin Metals Ltd. (2022 - present)	March 30, 2026 – present	Nil
Geoff Lawrence (3)(4) (Geoffrey Lawrence) *Singapore, Singapore* ***Director*** *Independent*	Chief Executive Officer, Twenty20 Energy (2022 – present)	December 3, 2020 – present	3,079,061
Jonathan Rubenstein (3)(4) *British Columbia, Canada* ***Director*** *Independent*	Director, Sable Resources Ltd. (Director, 2020 – 2024); Director, GR Silver Mining Ltd. (2020 - 2023)	February 3, 2025 – present	409,333

NOTES:

(1) The information in the table above as to principal occupation, business or employment of director nominees is not within the knowledge of Management and has been furnished by the respective nominees.

(2) The information as to number of Shares beneficially owned, or controlled or directed, directly or indirectly, is not within the knowledge of Management and has been furnished by the respective nominees or sourced from information available to the Company on SEDI (www.sedi.ca) and/or in reports provided by the transfer agent of the Company.

(3) Member of the Audit and Risk Committee of the Company

(4) Member of the Compensation and Corporate Governance Committee

(5) Member of the Health and Safety Committee

Cease Trade Orders, Bankruptcies, Penalties and Sanctions

To the knowledge of Management, no proposed nominee for election as a director of the Company:

(a) is, at the date of this Circular, or has been within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,

(i) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an "**Order**") that was issued while the proposed director was acting in the capacity as a director, chief executive officer or chief financial officer, or

(ii) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;

(b) is, at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;

(c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

None of the proposed nominees for election as a director of the Company is proposed for election pursuant to any arrangement or understanding between the nominee and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

A Shareholder may vote for all of the above nominees, vote for some of the above nominees and withhold for others, or withhold for all of the above nominees. Management recommends Shareholders vote in favour of the election of each of the nominees listed above for election as a director of the Company for the ensuing year. Unless directed to the contrary, it is the intention of the Management Nominees named in the enclosed instrument of proxy to vote proxies FOR each of the nominees.

4. APPOINTMENT OF AUDITOR

Shareholders will be asked to vote for the appointment of Davidson & Company LLP, Chartered Professional Accountants, located at 1200 - 609 Granville Street, P.O. Box 10372, Pacific Centre, Vancouver, British Columbia, V7Y 1G6 Canada, as auditor of the Company to hold office until the next

annual meeting of Shareholders, or until a successor is appointed, and to authorize the directors of the Company to fix the remuneration of the auditor.

Davidson & Company LLP, Chartered Professional Accountants, has served as the Company's external auditor since December 10, 2024.

Management recommends Shareholders vote in favour of the appointment of Davidson & Company LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and authorize the Board to fix the remuneration of the auditor. Unless directed to the contrary, it is the intention of the Management Nominees named in the enclosed instrument of proxy to vote proxies FOR the appointment of Davidson & Company LLP, Chartered Professional Accountants, as auditor of the Company until the close of its next annual meeting and to authorize the Board to fix the remuneration to be paid to the auditor.

5. APPROVAL OF NEW OMNIBUS COMPENSATION PLAN

On July 7, 2026, the Board adopted, subject to Shareholder and TSX Venture Exchange ("**Exchange**") approval, a new omnibus compensation plan (the "**New Plan**"), dated for reference July 7, 2026, the full text of which is attached as Schedule "A" to this Circular. The New Plan permits the Company to grant stock options ("**Options**"), restricted share units ("**RSUs**"), and deferred share units ("**DSUs**") (collectively, "**Awards**") to eligible Directors, Officers, Employees and Consultants of the Company or its subsidiaries.

The Company currently maintains a 10% rolling security-based compensation plan dated for reference October 16, 2024 (the "**2024 Plan**"), which was last approved by Shareholders at the Company's annual general meeting held August 27, 2025. As at March 31, 2026, there were 2,830,000 Options outstanding under the 2024 Plan and 3,035,000 RSUs outstanding, with 1,049,002 securities remaining available for future issuance. For a summary of the 2024 Plan's terms, see *"Section 6 – Statement of Executive Compensation – 2024 Plan."* For further detail on securities issuable under both plans, see *"Section 9 – Other Information – Securities Authorized for Issuance Under Equity Compensation Plans."*

If the New Plan is approved by Shareholders, all Options and RSUs previously granted under the 2024 Plan will remain outstanding and continue to be governed by the terms of the 2024 Plan until exercised, settled, cancelled or otherwise terminated in accordance with its provisions, and no further Awards will be granted under the 2024 Plan; all future grants of Options, RSUs and DSUs will be made under the New Plan. If the New Plan is not approved by Shareholders, no further Awards will be granted under either the New Plan or the 2024 Plan, but all Options and RSUs previously granted under the 2024 Plan will remain in force, unaffected, in accordance with its terms.

Unlike the 2024 Plan, the New Plan permits the grant of DSUs and includes a "net exercise" alternative for Options, in addition to the Options, RSUs and cashless exercise mechanics already available under the 2024 Plan, providing the Board with additional flexibility in structuring long-term, tax-efficient incentive compensation.

Shareholder Approval

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, an ordinary resolution (requiring approval by a simple majority of the votes cast by Shareholders present in person or by proxy at the Meeting) approving the New Plan. The full text of the proposed resolution is set out below under "**New Plan Resolution**."

Because the New Plan is a "rolling" plan under which the maximum number of Shares issuable increases automatically as the number of issued and outstanding Shares (the "**Outstanding Issue**") increases, up to 10% of the Outstanding Issue at any time, the policies of the Exchange require that the New Plan, and all

unallocated Awards under it, be approved by Shareholders on an annual basis for so long as it continues to be used.

Summary of the New Plan

The following is a summary of the principal terms of the New Plan and is qualified in its entirety by the full text of the New Plan set out in Schedule "A" to this Circular. Capitalized terms used and not otherwise defined below have the meanings given to them in the New Plan.

Administration	The New Plan is administered by the Board, which may delegate its powers to a committee of the Board.
Eligible Participants	Directors, Officers, Employees and Consultants of the Company or a subsidiary ("**Participants**"); RSUs and DSUs may only be granted to Directors, Officers and Employees, not Consultants.
Maximum Number of Shares Issuable	An "evergreen" 10% rolling maximum: the aggregate number of Shares issuable from treasury at any time under the New Plan, together with all other security-based compensation arrangements of the Company, may not exceed 10% of the Outstanding Issue.
Individual and Category Limits	Unless disinterested Shareholder approval is obtained: (i) Shares issuable to any one Participant (and companies wholly-owned by that Participant) in any 12-month period may not exceed 5% of the Outstanding Issue; (ii) Shares issuable to Insiders as a group at any time may not exceed 10% of the Outstanding Issue; and (iii) Shares issuable to Insiders as a group in any 12-month period may not exceed 10% of the Outstanding Issue; (iv) Shares issuable to any one Consultant in a 12-month period may not exceed 2% of the Outstanding Issue; and (v) Investor Relations Service Providers ("**IR Providers**") may only receive Options, capped at 2% of the Outstanding Issue in any 12-month period in the aggregate (within the overall 10% limit).
Option Price	Fixed by the Board at grant, not less than Market Value (the 5-day volume-weighted average trading price, subject to the Exchange's minimum "Discounted Market Price").
Option Term	Fixed by the Board at grant, not to exceed 10 years, with automatic extension if expiry falls within, or within 10 business days after, a Black-Out Period.
Vesting	Other than Options, no Award may vest earlier than one year from grant, subject to acceleration on death, Change of Control, or tendering into a take-over bid. Options granted to IR Providers must vest in stages over not less than 12 months, with no more than one-quarter vesting in any three-month period, and this cannot be accelerated without prior Exchange approval.
Cashless Exercise / Net Exercise	Subject to Exchange policies, the Board may permit a Participant to exercise Options on a "cashless exercise" basis, or (except for IR Providers) a "net

	exercise" basis, in each case without payment of cash other than required tax withholdings.
RSUs / DSUs — Settlement and Dividend Equivalents	Settled or redeemed in Shares, cash, or a combination, at the Board's discretion; Accrue Dividend Equivalents on the same basis as dividends paid on Shares; RSUs must be settled no later than December 15 of the third calendar year following the year the underlying services were performed; DSUs must be redeemed no later than December 31 of the calendar year following the year of the Participant's Departure, in each case to avoid characterization as a deferred salary arrangement under the Income Tax Act (Canada).
Termination, Departure and Death	On termination for Cause, unvested and vested-but-unexercised Awards are forfeited immediately. On termination without Cause, resignation, disability or retirement, unvested Awards are forfeited and vested Options remain exercisable until the earliest of original expiry, 90 days after the Termination/Departure Date, or a later Board-set date (up to 12 months). On death, the Board may accelerate vesting; otherwise, unvested Awards are forfeited and vested Options remain exercisable for up to 12 months.
Change of Control	The Board may accelerate vesting of all outstanding Awards on a Change of Control, except Options held by IR Providers, which cannot be accelerated without prior Exchange approval.
Amendment	The Board may amend the New Plan without Shareholder approval for housekeeping matters or compliance with law/Exchange requirements. Disinterested Shareholder approval and prior Exchange approval are required to: (a) increase the maximum Shares issuable; (b) amend any Option held by an Insider of the Company (c) reprice or reduce the exercise price of an Insider's Option; (d) extend an Award's term; (e) increase Shares issuable to Insiders; (f) amend the definition of "Participant"; or (g) amend the amendment provisions themselves.
Clawback	Awards, Shares and related payments are subject to recovery by the Company under applicable law, regulatory or stock exchange requirements, or any clawback policy adopted by the Company.
Financial Assistance	The Company will not provide financial assistance to any Participant in connection with an Award.

New Plan Resolution

At the Meeting, Shareholders will be asked to pass the following ordinary resolution:

"**BE IT RESOLVED**, as an ordinary resolution of Shareholders, that:

1. the omnibus compensation plan of the Company, dated for reference July 7, 2026, in the form attached as Schedule "A" to the management information circular of the Company dated August 4, 2026, be and is hereby approved as the security-based compensation plan of the Company until such time as further approval is required pursuant to the policies of the TSX Venture Exchange or other applicable regulatory requirements;

2. the Board be and is hereby authorized, in its absolute discretion, to administer the New Plan in accordance with its terms and conditions and to further amend or modify the New Plan to ensure compliance with the policies of the TSX Venture Exchange; and

3. any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver all such documents, instruments and assurances as may be necessary or desirable to give effect to the foregoing resolutions, including making any changes to the New Plan required by the TSX Venture Exchange or applicable securities regulatory authorities and completing all transactions in connection with the administration of the New Plan."

In order for the New Plan resolution to be passed, it must be approved by a simple majority of the votes cast by Shareholders in person or by proxy at the Meeting.

Management has reviewed the New Plan Resolution, concluded that it is fair and reasonable to Shareholders and in the best interests of the Company, and recommends that Shareholders vote in favour of approving the New Plan. Unless directed to the contrary, it is the intention of the Management Nominees named in the enclosed instrument of proxy to vote proxies FOR the New Plan Resolution.

6. OTHER BUSINESS

Management of the Company is not aware of any other business to come before the Meeting other than as set forth in the Notice that accompanies this Circular. If any other business is properly brought before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the Shares represented thereby in accordance with their best judgment on such matter(s).

SECTION 6 – STATEMENT OF EXECUTIVE COMPENSATION

The following information regarding executive compensation is presented in accordance with National Instrument Form 51-102F6V *Statement of Executive Compensation - Venture Issuers* and sets forth compensation for each of the named executive officers and directors of the Company.

The objective of this disclosure is to communicate the compensation the Company paid, made payable, awarded, granted, gave or otherwise provided to each named executive officer and director for the financial year, and the decision-making process relating to compensation. This disclosure provides insight into executive compensation as a key aspect of the overall stewardship and governance of the Company and helps investors understand how decisions about executive compensation are made.

For the purpose of this Statement of Executive Compensation:

(a) "**company**" includes other types of business organizations such as partnerships, trusts and other unincorporated business entities.

(b) "**compensation securities**" includes Options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

(c) "**named executive officer**" or "**NEO**" means each of the following individuals:

(i) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer ("**CEO**"), including an individual performing functions similar to a CEO;

(ii) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer ("**CFO**"), including an individual performing functions similar to a CFO;

(iii) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (i) and (ii) at the end of the most recently completed financial year whose total compensation was more than $150,000 for that financial year; and

(iv) each individual who would be a named executive officer under paragraph (iii) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

(d) "**plan**" includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons.

(e) "**underlying securities**" means any securities issuable on conversion, exchange or exercise of compensation securities.

During the financial year ended March 31, 2026, and based on the definition above, the NEOs of the Company were: (a) Timo Jauristo, who has served as CEO since June 30, 2025; (b) Michael Murphy, who served as CEO from April 24, 2024, to June 30, 2025, and who has also served as Director of the Company since March 22, 2024; and (c) Scott Kelly, who served as CFO from May 2, 2024, until April 30, 2026. Individuals who served as directors but were not NEOs of the Company during the financial year ended March 31, 2026, were Alexander Davidson, Geoffrey Lawrence, Simon Jackson, and Jonathan Rubenstein.

Director and NEO compensation, excluding compensation securities

The following table sets forth all compensation, excluding Options and compensation securities, paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, for the two most recently completed financial years, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or a subsidiary of the Company.

Table of Compensation Excluding Compensation Securities							
Name and position	**Year Ended [1]**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Timo Jauristo [2] CEO	2026	225,000	Nil	Nil	Nil	Nil	225,000
	2025	N/A	N/A	N/A	N/A	N/A	N/A
Michael Murphy [3] Executive Chairman and Former CEO	2026	180,000	Nil	Nil	Nil	Nil	180,000
	2025	242,500	Nil	Nil	Nil	Nil	242,500
Scott Kelly [4] Former CFO	2026	90,000	Nil	Nil	Nil	Nil	90,000
	2025	100,500	Nil	Nil	Nil	Nil	100,500
Alex Davidson [5] Director	2026	Nil	Nil	Nil	Nil	Nil	Nil
	2025	Nil	Nil	Nil	Nil	Nil	Nil
Geoff Lawrence [6] Director	2026	Nil	Nil	Nil	Nil	Nil	Nil
	2025	Nil	Nil	Nil	Nil	Nil	Nil
Simon Jackson [7] Director	2026	Nil	Nil	Nil	Nil	Nil	Nil
	2025	N/A	N/A	N/A	N/A	N/A	N/A
Jonathan Rubenstein [8] Director	2026	Nil	Nil	Nil	Nil	Nil	Nil
	2025	Nil	Nil	Nil	Nil	Nil	Nil
Catherine Fitzgerald [9] Former President and Former Director	2026	51,000	Nil	Nil	Nil	Nil	51,000
	2025	187,000	Nil	Nil	Nil	Nil	187,000
Adam Clode [10] Former Interim CEO	2026	N/A	N/A	N/A	N/A	N/A	N/A
	2025	105,000	Nil	Nil	Nil	Nil	105,000
Martin Cooper [11] Former CFO	2026	N/A	N/A	N/A	N/A	N/A	N/A
	2025	60,000	Nil	Nil	Nil	Nil	60,000
Dain Currie [12] Former Director	2026	N/A	N/A	N/A	N/A	N/A	N/A
	2025	20,424	Nil	Nil	Nil	Nil	20,424
David Loretto [13] Former Director	2026	N/A	N/A	N/A	N/A	N/A	N/A
	2025	7,500	Nil	Nil	Nil	Nil	7,500

NOTES:

(1) 12 months ended March 31st
(2) Timo Jauristo appointed CEO of the Company on June 30, 2025.
(3) Michael Murphy served as CEO from April 24, 2024, to June 30, 2025. He was appointed Executive Chairman on June 30, 2025, and has served as Director of the Company since March 22, 2024.
(4) Scott Kelly served as CFO from May 2, 2024, to April 30, 2026. He was succeeded by Rebecca Moriarty on April 30, 2026.
(5) Alex Davidson has served as Director of the Company since December 9, 2024.
(6) Geoff Lawrence has served as Director of the Company since December 3, 2020.
(7) Simon Jackson has served as Director of the Company since March 30, 2026.
(8) Jonathan Rubenstein has served as Director of the Company since February 3, 2025.
(9) Catherine Fitzgerald served as Director of the Company from April 24, 2024, to July 11, 2025, as well as President and Chief Geologist from May 15, 2024, to July 11, 2025.
(10) Adam Clode served as Interim CEO from October 2023 to May 2024.
(11) Martin Cooper served as CFO from July 2023 to May 2024.
(12) Dain Currie served as Director of the Company from September 18, 2023, to February 3, 2025
(13) David Loretto served as Director of the Company from July 4, 2018, to April 24, 2024.

STOCK OPTIONS AND OTHER COMPENSATION SECURITIES

During the financial year ended March 31, 2026, the following compensation securities were granted or issued to NEOs and directors of the Company, by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof.

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class (1)**	**Date of issue or grant**	**Exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry date**
Tim Jauristo (2) CEO	Options	500,000 Options (17.67%) 500,000 Underlying Shares (0.72%)	June 3, 2025	0.50	0.50	0.455	June 3, 2030
	Options	200,000 Options (7.07%) 200,000 Underlying Shares (0.29%)	June 30, 2025	0.49	0.49	0.455	June 30, 2030
	RSUs	400,000 RSUs (13.18%) 400,000 Underlying Shares (0.58%)	June 30, 2025	N/A	0.49	0.455	December 31, 2028
	RSUs	400,000 RSUs (13.18%) 400,000 Underlying Shares (0.58%)	March 31, 2026	N/A	0.455	0.455	December 31, 2029
Michael Murphy (3) Executive Chairman and Former CEO	RSUs	300,000 RSUs (9.88%) 300,000 Underlying Shares (0.43%)	June 30, 2025	N/A	0.49	0.455	December 31, 2028
	RSUs	400,000 RSUs (13.18%) 400,000 Underlying Shares (0.58%)	March 31, 2026	N/A	0.455	0.455	December 31, 2029
Alex Davidson (4) Director	RSUs	100,000 RSUs (3.29%) 100,000 Underlying Shares (0.14%)	June 30, 2025	N/A	0.49	0.455	December 31, 2028
	RSUs	125,000 RSUs (4.12%) 125,000 Underlying Shares (0.18%)	March 31, 2026	N/A	0.455	0.455	December 31, 2029
Simon Jackson (5) Director	RSUs	100,000 RSUs (4.12%) 100,000 Underlying Shares (0.14%)	March 31, 2026	N/A	0.455	0.455	December 31, 2029
Geoff Lawrence (6) Director	RSUs	100,000 RSUs (3.29%) 100,000 Underlying Shares (0.14%)	June 30, 2025	N/A	0.49	0.455	December 31, 2028
	RSUs	400,000 RSUs (13.18%) 400,000 Underlying Shares (0.58%)	March 31, 2026	N/A	0.455	0.455	December 31, 2029
Jonathan Rubenstein (7) Director	RSUs	100,000 RSUs (3.29%) 100,000 Underlying Shares (0.18%)	June 30, 2025	N/A	0.49	0.455	December 31, 2028
	RSUs	125,000 RSUs (4.12%) 125,000 Underlying Shares (0.14%)	March 31, 2026	N/A	0.455	0.455	December 31, 2029
Scott Kelly (8) Former CFO	Options	50,000 Options (1.77%) 50,000 Underlying Shares (0.07%)	July 29, 2025	0.55	0.51	0.455	July 29, 2030

(1) As at March 31, 2026, the Company had 69,140,020 Shares issued and outstanding, 2,830,000 Options issued and outstanding, and 3,035,000 RSUs issued and outstanding.

(2) As at March 31, 2026, Timo Jauristo held an aggregate of 700,000 Options (24.73% of the class of Options outstanding; 1.01% of the Outstanding Issue) and 800,000 RSUs (26.36% of the class of RSUs outstanding; 1.16% of the Outstanding Issue), being the Options and RSUs granted during the financial

year as set out in the table above. He held no compensation securities granted in a prior financial year. Vesting provisions: (i) the 500,000 Options granted June 3, 2025, vest as to 1/3 on the grant date, 1/3 on the first anniversary, and the remaining 1/3 on the second anniversary of the grant date; (ii) the 200,000 Options granted June 30, 2025, vest as to 1/3 on the first anniversary, 1/3 on the second anniversary, and 1/3 on the third anniversary of the grant date; (iii) the 400,000 RSUs granted June 30, 2025, vest as to 1/3 on the first anniversary, 1/3 on the second anniversary, and 1/3 on the third anniversary of the grant date; and (iv) the 400,000 RSUs granted March 31, 2026, vest as to 1/2 on the first anniversary, and 1/2 on the second anniversary of the grant date.

(3) As at March 31, 2026, Michael Murphy held an aggregate of 600,000 Options (21.20% of the class of Options outstanding; 0.87% of the Outstanding Issue), all of which were granted on April 15, 2024 (a prior financial year) and are not reflected in the table above, and 700,000 RSUs (23.06% of the class of RSUs outstanding; 1.01% of the Outstanding Issue), being the RSUs granted during the financial year as set out in the table above. Vesting provisions: (i) the 600,000 Options vested as to 1/3 on the grant date, 1/3 on the first anniversary, and 1/3 on the second anniversary of the grant date; (ii) the 300,000 RSUs granted June 30, 2025, vest as to 1/3 on the first anniversary, 1/3 on the second anniversary, and 1/3 on the third anniversary of the grant date; and (iii) the 400,000 RSUs granted March 31, 2026, vest as to 1/2 on the first anniversary, and 1/2 on the second anniversary of the grant date.

(4) As at March 31, 2026, Alex Davidson held an aggregate of 250,000 Options (8.83% of the class of Options outstanding; 0.36% of the Outstanding Issue), all of which were granted on December 10, 2024 (a prior financial year) and are not reflected in the table above, and 225,000 RSUs (7.41% of the class of RSUs outstanding; 0.33% of the Outstanding Issue), being the RSUs granted during the financial year as set out in the table above. Vesting provisions: (i) the 250,000 Options vested as to 1/2 on the grant date, and 1/2 on the first anniversary of the grant date; (ii) the 100,000 RSUs granted June 30, 2025, vest fully on the first anniversary of the grant date; and (iii) the 125,000 RSUs granted March 31, 2026, vest as to 1/2 on the first anniversary, and 1/2 on the second anniversary of the grant date.

(5) As at March 31, 2026, Simon Jackson held an aggregate of 100,000 RSUs (3.29% of the class of RSUs outstanding; 0.14% of the Outstanding Issue), being the RSUs granted during the financial year as set out in the table above. He held no compensation securities granted in a prior financial year. Vesting provisions: the 100,000 RSUs granted March 31, 2026, vest as to 1/2 on the first anniversary, and 1/2 on the second anniversary of the grant date.

(6) As at March 31, 2026, Geoff Lawrence held an aggregate of 205,000 Options (7.24% of the class of Options outstanding; 0.30% of the Outstanding Issue), comprised of 5,000 Options granted January 9, 2019, and 200,000 Options granted April 15, 2024 (both prior financial years, not reflected in the table above), and 500,000 RSUs (16.47% of the class of RSUs outstanding; 0.72% of the Outstanding Issue), being the RSUs granted during the financial year as set out in the table above. Vesting provisions: (i) the 5,000 Options granted January 9, 2019, were fully vested as at March 31, 2026; (ii) the 200,000 Options granted April 15, 2024, vested fully on the grant date; (iii) the 100,000 RSUs granted June 30, 2025, vest fully on the first anniversary of the grant date; and (iv) the 400,000 RSUs granted March 31, 2026, vest as to 1/2 on the first anniversary, and 1/2 on the second anniversary of the grant date.

(7) As at March 31, 2026, Jonathan Rubenstein held an aggregate of 250,000 Options (8.83% of the class of Options outstanding; 0.36% of the Outstanding Issue), all of which were granted on February 3, 2025 (a prior financial year) and are not reflected in the table above, and 225,000 RSUs (7.41% of the class of RSUs outstanding; 0.33% of the Outstanding Issue), being the RSUs granted during the financial year as set out in the table above. Vesting provisions: (i) the 250,000 Options vested as to 50% on the grant date, and 50% on the first anniversary of the grant date; (ii) the 100,000 RSUs granted June 30, 2025, vest fully on the first anniversary of the grant date; and (iii) the 125,000 RSUs granted March 31, 2026, vest fully on the first anniversary of the grant date.

(8) As at March 31, 2026, Scott Kelly held an aggregate of 150,000 Options (5.30% of the class of Options outstanding; 0.22% of the Outstanding Issue), comprised of 50,000 Options granted April 15, 2024, and 50,000 Options granted June 4, 2024 (both prior financial years, not reflected in the table above), and 50,000 Options granted July 29, 2025, as set out in the table above. He held no RSUs. Vesting provisions: (i) the 50,000 Options granted April 15, 2024, vested fully on the grant date; (ii) the 50,000 Options granted June 4, 2024, vest as to 1/3 on the first anniversary, 1/3 on the second anniversary, and 1/3 on the third anniversary of the grant date; and (iii) the 50,000 Options granted July 29, 2025, vest as to 1/3 on the grant date, 1/3 on the first anniversary, and 1/3 on the second anniversary of the grant date.

Exercise of Compensation Securities by Directors and NEOs

Exercise of Compensation Securities by Directors and NEOs							
Name and position	**Type of compensation security**	**Number of Underlying Securities Exercised**	**Exercise Price per Security ($)**	**Date of Exercise**	**Closing Price per Security on Date of Exercise ($)**	**Difference Between Exercise Price and Closing Price ($)**	**Total Value on Exercise Date ($)**
Catherine Fitzgerald Former President and Former Director	Options	50,000	$0.42	October 9, 2025	$0.72	$0.30	$15,000
	Options	150,000	$0.51	October 9, 2025	$0.72	$0.21	$31,500

2024 Plan

The following is a summary of the principal terms of the Omnibus Compensation Plan of the Company, dated for reference October 16, 2024 (the "**2024 Plan**"), which was adopted by the Board on October 16, 2024, and last approved by Shareholders at the Company's annual general meeting held August 27, 2025.

See also *"Section 5 – Particulars of Matters to be Acted Upon – Approval of New Omnibus Compensation Plan"* regarding the new omnibus compensation plan proposed for approval at the Meeting.

Administration	The 2024 Plan is administered and interpreted by the Board or, if the Board so decides, by a committee or plan administrator appointed by the Board.
Shares Subject to the Plan	The maximum number of Shares issuable at any time pursuant to outstanding Awards under the 2024 Plan is equal to 10% of the Outstanding Issue, measured at the date of any grant.
Award Limits	Unless disinterested Shareholder approval has been obtained, the maximum number of Shares issuable to any one Participant in a 12-month period may not exceed 5% of the Outstanding Issue, and to any one Consultant may not exceed 2%. Unless disinterested Shareholder approval has been obtained, Shares issuable to Insiders as a group under the 2024 Plan and any other Share Compensation Arrangement may not exceed 10% of the Outstanding Issue at any time, and may not exceed 10% of the Outstanding Issue in any 12-month period. IR Providers may only be granted Options, capped at 2% of the Outstanding Issue, in aggregate, in any 12-month period.
Options	The exercise price is determined by the Board at grant and may not be less than the Market Value of the Shares at that time. The exercise period is fixed by the Board at grant and may not exceed 10 years. On ceasing to be a Participant for Cause, all Options (vested or not) terminate immediately. On termination without Cause or resignation, unvested Options terminate immediately and vested Options remain exercisable for the earlier of 90 days or original expiry (in no case beyond 12 months). On retirement or permanent disability, unvested Options terminate and vested Options remain exercisable for the earlier of 90 days or original expiry. On death, vested Options remain exercisable by the Participant's estate for up to 12 months or original expiry, whichever is earlier.
RSUs	The Restriction Period for an RSU ends no later than December 31 of the calendar year that begins three years after the year in which the underlying services were performed. Vested RSUs are settled in Shares, Cash Equivalent, or a combination, at the Board's discretion, no later than the end of the Restriction Period. On Cause or resignation, unvested RSUs are forfeited immediately. On death, retirement, or termination other than for Cause, unvested RSUs relating to a Restriction Period in progress are forfeited, with no payment in lieu.
Cashless Exercise	Subject to Exchange policies, and except for IR Providers, the Board may in its discretion permit a Participant to exercise Options on a cashless basis.
Change of Control	On completion of a transaction constituting a Change of Control, all outstanding Options vest immediately; other Awards may still not vest earlier than one year from grant, subject to the same death/Change of Control/take-over bid acceleration exceptions applicable generally under the 2024 Plan, and Options held by IR Providers cannot have accelerated vesting without prior Exchange approval.
Amendments	The Board may amend the 2024 Plan without Shareholder approval, subject to Exchange acceptance, for compliance-related or “housekeeping” amendments. Disinterested Shareholder approval and prior Exchange acceptance are required for amendments that: increase the maximum Shares issuable; extend the term of an Insider's Options or Awards; reduce an Option's exercise price or reprice an Option; increase Shares issuable to Insiders; amend the definition of “Participant”; or amend the amendment provisions.
Clawback	Awards, and proceeds from the exercise or disposition of Awards or Shares acquired under Awards, are subject to forfeiture and disgorgement to the Company as required by applicable law, government regulation, or stock exchange listing requirement, or where a Participant breaches a non-competition, non-solicitation, confidentiality, or

	other restrictive covenant, or violates a Company clawback policy.

Capitalized terms used in the above summary but not otherwise defined have the meanings given to them in the 2024 Plan, a copy of which is available under the Company's profile on SEDAR+ at www.sedarplus.ca or upon written request to the Company.

COMPENSATION DISCUSSION AND ANALYSIS

Philosophy

In determining the compensation to be paid or awarded to its executives, the Board seeks to encourage the advancement of the Company's business, with a view to enhancing Shareholder value. To achieve these objectives, the Company believes it is critical to create and maintain a compensation program that attracts and retains committed, highly qualified personnel by providing appropriate rewards and incentives that align the interests of its executives with those of the Shareholders. In addition, as the Company operates with limited financial resources, the Board needs to consider not only the Company's financial situation at the time of determining executive compensation but also the Company's estimated financial situation in the mid and long term.

The Company's executive compensation program consists of a combination of base salary and long-term incentives in the form of participation in the Omnibus Compensation Plan. In making its determinations regarding the various elements of executive Option and RSU grants, the Company will seek to meet the following objectives:

(a) to attract, retain and motivate talented executives who create and sustain the Company's continued success within the context of compensation paid by other companies of comparable size engaged in similar business in appropriate regions;

(b) to align the interests of the NEOs with the interests of the Company's shareholders; and

(c) to incentivize extraordinary performance from key employees.

Oversight and Description of Director and Named Executive Officer Compensation

The Board determines director and senior officer compensation based on the recommendations of the Compensation and Corporate Governance Committee. With consultation from the CEO, the Compensation and Corporate Governance Committee is responsible for:

- reviewing and approving corporate goals and objectives relevant to the compensation of the CEO and other executive officers, evaluating the performance of the CEO and the other executive officers in light of those goals and objectives and approving their annual compensation levels, including salaries, bonuses and equity-based awards based on such evaluation; and

- reviewing the compensation of directors for service on the Board and its committees and recommending to the Board the annual Board member compensation package, Board and committee meeting attendance fees and any other form of compensation, such as equity- based awards.

While the Board is ultimately responsible for determining all forms of compensation to be awarded to the CEO, other executive officers and directors, the Compensation and Corporate Governance Committee will, when appropriate, review the Company's compensation philosophy, policies, plans and guidelines and recommend any changes to the Board.

The Compensation and Corporate Governance Committee periodically reviews the adequacy and form of compensation of the directors of the Company to ensure compensation appropriately reflects the responsibilities and risks involved in being an effective director and based on such review, reports and makes recommendations to the Board.

Base Salary

The base salary for each executive is established by the Board, on the recommendation of the Compensation and Corporate Governance Committee, based upon the position held by such executive, competitive market conditions, such executive's related responsibilities, experience and the NEO's skill base, the functions performed by such executive and the salary ranges for similar positions in comparable companies. Individual and corporate performance will also be taken into account in determining base salary levels for executives.

Cash Bonuses

Cash bonuses do not form a normal part of the Company's executive compensation. However, the Company may elect to utilize such incentives where the role-related context and competitive environment suggest that such a compensation modality is appropriate. When and if utilized, the amount of cash bonus compensation will normally be paid on the basis of timely achievement of specific pre-agreed milestones. Each milestone will be selected based upon consideration of its impact on shareholder value creation and the ability of the Company to achieve the milestone during a specific interval. The amount of bonus compensation will be determined based upon achievement of the milestone, its importance to the Company's near and long-term goals at the time such bonus is being considered, the bonus compensation awarded to similarly situated executives in similarly situated companies or any other factors the Board may consider appropriate at the time such performance-based bonuses are decided upon. The determination to pay cash bonuses is evaluated on an ongoing basis by the Board.

Equity-Based Compensation

Compensation securities are a key compensation element for the Company. Compensation securities are an important component of aligning the objectives of the Company's executive officers and consultants with those of Shareholders, while encouraging them to remain associated with the Company. The Company expects to provide significant equity-based grants to its executive officers and consultants. The precise number of Awards to be offered will be governed by the importance of the role within the Company, by the competitive environment within which the Company operates, and by the regulatory limits on Award grants that cover organizations such as the Company. When considering an Award to an executive officer, consideration of the number of Awards previously granted to the executive may be taken into account, however, the extent to which such prior grants remain subject to resale restrictions will generally not be a factor.

Compensation Risks

In making its compensation-related decisions, the Board carefully consider the risks implicitly or explicitly connected to such decisions. These risks include the risks associated with losing capable but under-compensated executives, and the financial risks connected to the Company's operations, of which executive compensation is an important part.

In adopting the compensation philosophy described above, the principal risks identified by the Company are:

(a) that the Company will be forced to raise additional funding (causing dilution to Shareholders) in order to attract and retain the calibre of executive employees that it seeks; and

(b) that the Company will have insufficient funding to achieve its objectives.

Hedging by Named Executive Officers or Directors

The Company has no policy with respect to NEOs or directors purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

Employment, Consulting and Management Agreements

Except as disclosed below, the Company did not have any employment, consulting or management agreement or other arrangement with a director or NEO, or with any other party providing services typically provided by a director or NEO, under which compensation was provided during the financial year ended March 31, 2026, or is payable in respect of services provided to the Company or its subsidiaries.

Jauristo Employment Agreement

The Company and Timo Jauristo, the Company's CEO, are parties to an employment agreement dated as of July 1, 2025 (the "**Jauristo Agreement**"). Mr. Jauristo serves as CEO for an indefinite term, terminable by either party as provided in the Jauristo Agreement, for an annual salary of $300,000, subject to annual Board review, together with eligibility for discretionary annual performance bonuses (payable in cash and/or securities, including Awards), standard employee benefits, and participation in the Company's incentive plans at the Board's discretion.

Change of Control, Severance, Termination and Constructive Dismissal Provisions

Resignation: Mr. Jauristo may resign on one month's notice; no severance is payable, but he is entitled to accrued salary, vacation pay, expenses and other accrued compensation through his last day.

Death or Disability: on death, or permanent disability preventing work for more than six months, Mr. Jauristo (or his estate) is entitled to accrued salary, vacation pay and expenses to the date of termination; all unvested equity incentive grants vest immediately, and vested awards remain exercisable for 90 days.

Termination Without Cause / Resignation for Good Cause: if the Company terminates Mr. Jauristo without cause, or he resigns for "Good Cause" (defined below) on two weeks' notice, he is entitled to (i) accrued salary, vacation pay and expenses through the Termination Date, plus (ii) if termination occurs after one year of employment, six months' Annual Salary and 50% of his Annual Bonus, or if after two years of employment, 12 months' Annual Salary and 100% of his Annual Bonus, plus (iii) continuation of benefits for one year.

Termination for Just Cause: Mr. Jauristo receives only accrued salary, vacation pay and expenses through the termination date; all unvested Awards are forfeited. "Just Cause" means gross negligence, material breach of the Jauristo Agreement, conviction of a criminal (non-quasi-criminal) offence, or other conduct giving the Company a right to terminate for cause at law.

Change of Control ("**COC**"): if Mr. Jauristo is terminated without cause, or resigns for Good Cause, within six months of a COC, he is entitled to (i) accrued salary, vacation pay and expenses through the COC Termination Date, (ii) a cash payment equal to two times his Annual Salary, (iii) an amount equal to two times his Annual Bonus, and (iv) continuation of benefits for two years. COC includes an acquisition of a

majority of the Company's Shares by an entity with a market capitalization of at least 150% of the Company's, a resolution to liquidate, dissolve or wind up the Company, or a resolution to sell, lease or dispose of all or substantially all of the Company's assets other than to an affiliate. "Good Cause" includes a material adverse change in duties or responsibilities, a reduction in Annual Salary, a material breach of the Jauristo Agreement, a change in reporting relationship, a required relocation following a COC, or other circumstances amounting to constructive dismissal.

Estimated Incremental Payments

Assuming each of the triggering events described above occurred on the Record Date, the estimated incremental payments to Mr. Jauristo would be as follows: on resignation or termination for Just Cause, nil, beyond accrued salary, vacation pay and expenses; on termination without Cause or resignation for Good Cause, $150,000 (six months' Annual Salary), plus 50% of Annual Bonus, if any, for the year prior to the Termination Date; plus continuation of Benefits for one year; on termination without Cause or resignation for Good Cause within six months of a COC, $600,000 (two times Annual Salary), plus two times Annual Bonus, plus continuation of Benefits for two years; and on death or disability, accrued amounts plus immediate vesting of all unvested Awards then held by Mr. Jauristo.

Michael Murphy — Informal Arrangement and Employment Agreement

Prior to April 7, 2026, the Company had no formal written employment, consulting or management agreement with Michael Murphy in respect of his service as Chief Executive Officer (April 2024 to June 30, 2025) or during the period thereafter until he became Executive Chairman. His compensation for that period was determined informally by the Board, was paid as salary or consulting fees as disclosed under "Director and NEO Compensation" above, and was not subject to any written change of control, severance, termination or constructive dismissal provisions.

On April 7, 2026, the Company and Mr. Murphy entered into a written employment agreement (the "**Murphy Agreement**") under which Mr. Murphy serves as Executive Chairman for an indefinite term, terminable by either party as provided therein, for an annual salary of $180,000, subject to annual Board review, together with eligibility for discretionary annual performance bonuses (payable in cash and/or securities, including Awards), standard employee benefits, and participation in the Company's incentive plans at the Board's discretion.

Change of Control, Severance, Termination and Constructive Dismissal Provisions

The termination, severance, COC and constructive dismissal provisions of the Murphy Agreement are materially identical to those of the Jauristo Agreement described above, except that: (i) on a termination without Cause or resignation for Good Cause not connected to a COC, Mr. Murphy is entitled to 12 months' Annual Salary and 100% of his Annual Bonus regardless of length of service (rather than the one-year/two-year tiered structure applicable to Mr. Jauristo); and (ii) the COC severance (two times Annual Salary, two times Annual Bonus, two years' continued benefits) applies on the same six-month trigger window as under the Jauristo Agreement.

Estimated Incremental Payments

Assuming each of the triggering events described above occurred on the Record Date, the estimated incremental payments to Mr. Murphy would be as follows: on resignation or termination for Just Cause, nil, beyond accrued salary, vacation pay and expenses; on termination without Cause or resignation for Good Cause, $180,000 (12 months' Annual Salary) plus 100% of Annual Bonus, if any, plus continuation of benefits for one year; on termination without Cause or resignation for Good Cause within six months of a COC, $360,000 (two times Annual Salary) plus two times Annual Bonus, if any, plus continuation of

benefits for two years; and on death or disability, accrued amounts plus immediate vesting of all unvested Awards then held by Mr. Murphy.

Termination and Change of Control Benefits

Other than as disclosed herein, the Company does not have any compensatory plans, contracts or arrangements in place with the Named Executive Officers resulting from the resignation, retirement or any other termination of employment of the Named Executive Officers with the Company or from a change in control of the Company, or a change in the Named Executive Officers' responsibilities following a change in control.

Pension disclosure

The Company does not have any pension, retirement, defined benefit, defined contribution or deferred compensation plans that provides for payments or benefits to its directors and NEOs at, following, or in connection with retirement and none is proposed at this time.

SECTION 7 – AUDIT AND RISK COMMITTEE

It is the Board's responsibility to ensure that an effective internal control framework exists within the Company. The Audit and Risk Committee has been formed to assist the Board in meeting its oversight responsibilities in relation to the Company's financial reporting and external audit function, internal control structure and risk management procedures. In doing so, it is the responsibility of the Audit and Risk Committee to maintain free and open communication between the Audit and Risk Committee, the external auditor, and Management.

National Instrument 52-110 - *Audit Committees* ("**NI 52-110**") requires the Company, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of its Audit and Risk Committee and its relationship with its independent auditor. Such disclosure is set forth below.

AUDIT AND RISK COMMITTEE CHARTER

The full text of the Company's Audit and Risk Committee Charter is attached as Schedule "B" to this Circular.

COMPOSITION OF AUDIT AND RISK COMMITTEE

As at the date hereof, the Company's Audit and Risk Committee is composed of Simon Jackson, Geoff Lawrence, and Jonathan Rubenstein.

NI 52-110 provides that a member of the Company's Audit and Risk Committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment. As the Company is classified as a venture issuer, the Company is exempt from the audit committee composition requirements in NI 52-110 which require all audit committee members to be independent. Nevertheless, all of the Company's current Audit and Risk Committee members are considered "independent" within the meaning of NI 52-110.

NI 52-110 provides that an individual is "financially literate" if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements. All of the members of the Company's Audit and Risk Committee are financially literate as that term is defined.

RELEVANT EDUCATION AND EXPERIENCE

Each member of the Company's Audit and Risk Committee has adequate education and experience that is relevant to his or her performance as an Audit Committee member and, in particular the requisite education and experience that have provided the member with:

(a) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;

(b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and

(c) an understanding of internal controls and procedures for financial reporting.

All of the Audit and Risk Committee members are senior-level businesspersons with experience in financial matters. Each has an understanding of accounting principles used to prepare financial statements and varied experience as to general application of such accounting principles, as well as the internal controls and procedures necessary for financial reporting, garnered from working in their individual fields of endeavour.

Simon Jackson (Chair)

Mr. Jackson is a Chartered Accountant and a senior resource-industry executive who has held multiple public company CEO and CFO roles. He currently serves as Lead Independent Director of Predictive Discovery Ltd. (ASX/TSX) and as a Non-Executive Director of Resolute Mining Ltd. (ASX/LSE), Sarama Resources Ltd. (TSXV/ASX) and Leeuwin Metals Ltd. (ASX).

Geoff Lawrence

Mr. Lawrence has over 19 years of experience in the managed services and energy sector, including more than seven years as CEO of Pacific Energy Corp., a leading mid-market EPC contractor in Papua New Guinea. He currently serves as CEO of Twenty20 Energy, delivering large-scale projects including a new 45 MW gas-fired power station in Port Moresby. Mr. Lawrence brings extensive experience operating in Papua New Guinea and Southeast Asia, along with key government and corporate relationships across the region.

Jonathan Rubenstein

A lawyer in private practice for 18 years, Mr. Rubenstein transitioned to the mining sector, where he has served as a director, senior officer, and member of key board committees for numerous junior and senior mining companies. His career highlights include strategic leadership in acquisitions, financing, exploration, permitting, and development for several world-class mining projects. He has been a principal negotiator in high-stakes mergers and acquisitions, including the sales of Sutton Resources, Canico Resource Corp., Cumberland Resources, Aurelian Resources, and Dalradian Resources to major mining companies and private equity funds. His governance roles include long-standing directorships at Eldorado Gold, Detour Gold, and MAG Silver, where he also served as Chairman.

AUDIT AND RISK COMMITTEE OVERSIGHT

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit and Risk Committee to nominate or compensate an external auditor not

adopted by the Board.

RELIANCE ON CERTAIN EXEMPTIONS

At no time since the commencement of the Company's most recently completed financial year ended March 31, 2026, has the Company relied on the exemption in section 2.4 of NI 52-110 - *Audit Committees (De Minimis Non-Audit Services)*, the exemption in section 6.1.1(4) *(Circumstance Affecting the Business or Operations of the Venture Issuer)*, the exemption in subsection 6.1.1(5) *(Events Outside Control of Member)*, the exemption in subsection 6.1.1(6) *(Death, Incapacity or Resignation)*, or an exemption, in whole or in part, granted under Part 8 of NI 52-110.

As the Company is a "Venture Issuer" pursuant to relevant securities legislation, the Company is relying on the exemption in section 6.1 of NI 52-110 - *Audit Committees*, from the requirements of Parts 3 *(Composition of the Audit Committee)* and 5 *(Reporting Obligations)* of NI 52-110.

PRE-APPROVAL POLICIES AND PROCEDURES

The Audit and Risk Committee must pre-approve any engagement of the external auditors for any non-audit services to the Company in accordance with the applicable law and policies and procedures to be approved by the Board. The engagement of non-audit services will be considered by the Board on a case-by-case basis.

EXTERNAL AUDITOR SERVICE FEES (BY CATEGORY)

The aggregate fees billed by the Company's external auditor in each of the last two financial years with respect to the Company, by category, are as follows:

Financial Year Ending March 31	Audit Fees [1] ($)	Audit-Related Fees [2] ($)	Tax Fees [3] ($)	All Other Fees [4] ($)
2026	53,500	Nil	Nil	Nil
2025	49,350	Nil	Nil	Nil

NOTES:

(1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

(2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "All Other Fees" include all other non-audit services.

SECTION 8 – CORPORATE GOVERNANCE

GENERAL

Pursuant to National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), the Company is required to disclose its corporate governance practices. Corporate governance relates to the policies, structure, and activities of a board of directors of a corporation, the members of which are elected by and are accountable to the shareholders of the corporation, and takes into account the role of the individual members of management who are appointed by the board of directors and who are charged with the day-to-day management of the corporation.

National Policy 58-201 - *Corporate Governance Guidelines* ("**NP 58-201**") establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices.

Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of Shareholders and help to contribute to effective and efficient decision-making, and believes the Company's system of corporate governance meets or exceeds the majority of the guidelines and requirements contained in NP 58-201.

BOARD OF DIRECTORS

As at the date of this Circular, the members of the Board are Michael Murphy, Alex Davidson, Simon Jackson, Geoff Lawrence, and Jonathan Rubenstein. Messrs. Davidson, Jackson, Lawrence, and Rubenstein are considered to be independent (as such term is defined in applicable securities legislation). Mr. Murphy is not considered to be independent within the meaning of NI 52-110 as he is an executive officer of the Company.

Mandate of the Board

The Board has the duty to supervise the management of the business and affairs of the Company and, directly and through its committees, provides direction to senior management to pursue the best interests of the Company. Directors exercise their business judgment in a manner consistent with their fiduciary duties. In particular, directors are required to act honestly and in good faith, with a view to the best interests of the Company and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Board exercises supervision over the Company's management through regular meetings of the Board, held to obtain an update on significant corporate activities and plans, both with and without members of management being in attendance.

The Board has not adopted a formal written mandate. The Board's role and responsibilities are delineated by the *Business Corporations Act* (British Columbia), the Company's Articles, and applicable securities legislation. The Board considers this appropriate given the current size and stage of development of the Company's business and will consider adopting a formal written mandate as the Company's governance needs evolve.

Meetings of the Board

The Board fulfills its responsibility for the broader stewardship of the Company's business and affairs through its meetings at which members of management provide reports to the Board with respect to the Company's business and operations, make proposals to the Board and receive the Board's decisions for implementation. The independent directors do not hold regularly scheduled meetings. However, the independent directors may hold *ad hoc* meetings at their discretion, as and when deemed necessary.

Position Descriptions

The Board delegates the day-to-day management of the business and affairs of the Company to the executive officers of the Company. Generally, operations in the ordinary course or operations that are not in the ordinary course and do not exceed material levels of expenditures or commitment on the part of the Company have been delegated to management. Decisions relating to matters that are not in the ordinary course and that involve material expenditures or commitments on the part of the Company require prior approval of the Board. Any responsibility which is not delegated to management or a Board committee remains with the Board. The CEO regularly reviews corporate objectives with the Board. In this manner,

the Board approves or develops the corporate objectives that management of the Company is responsible for achieving.

The Board has not developed written position descriptions for the Executive Chairman of the Board or the chair of the Audit and Risk Committee. The Board delineates the role and responsibilities of these positions informally, taking into account the current size of the Company and the Board.

The Board and the CEO have not developed a written position description for the CEO. The role and responsibilities of the CEO are set out in the Jauristo Agreement, described under *"Section 6 – Statement of Executive Compensation – Employment, Consulting and Management Agreements,"* and are otherwise delineated through direct oversight by the Board.

Directorships in Other Reporting Issuers

Certain of the Company's directors are also directors of other reporting issuers (or the equivalent) in a jurisdiction or a foreign jurisdiction as follows:

Name of Director	Other Reporting Issuer (or the equivalent) (1)	Name of Trading Market
Michael Murphy	Global Battery Metals Ltd.	TSX-V: GBML; OTCQB: REZZF
Alex Davidson	NorthIsle Copper and Gold Inc. Capital Limited	TSX-V: NCX; OTCQX: NTCPF LSE: CAPD
Simon Jackson	Sarama Resources Ltd. Predictive Discovery Ltd. Resolute Mining Ltd. Leeuwin Metals Ltd.	TSX-V: SWA; ASX: SRR TSX: PDI; ASX: PDI LSE: RSG; ASX: RSG ASX: LM1

NOTE:

(1) The information in the table above as to other directorships is not within the knowledge of management of the Company and has been furnished by the respective directors.

Orientation and Continuing Education

The Company has not yet developed a formal orientation and training program for directors. If and when new directors are added, they will be provided with:

(a) information respecting the functioning of the Board, committees and copies of the Company's corporate governance policies;

(b) access to recent, publicly filed documents of the Company and the Company's internal financial information;

(c) access to management and technical experts and consultants; and

(d) a summary of significant corporate and securities responsibilities.

The Board members are encouraged to communicate with management, auditors, and technical consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance, and to attend related industry seminars. The Board members have full access to the Company's records.

Ethical Business Conduct

The Board has responsibility for the stewardship of the Company, including responsibility for strategic planning, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training, and monitoring senior management) and the integrity of the Company's internal control and management information systems. To facilitate meeting this responsibility, the Board seeks to foster a culture of ethical conduct by striving to ensure that the Company carries out its business in line with high business and moral standards and applicable legal and financial requirements. In that regard, the Board:

(a) has adopted a Code of Business Conduct and Ethics for its directors, officers, employees, and consultants to operate in accordance with the highest ethical standards in their conduct of business for and on behalf of the Company;

(b) encourages management to consult with legal and financial advisors to ensure that the Company is meeting those requirements;

(c) is cognizant of the Company's timely disclosure obligations under Canadian securities laws and will review material disclosure documents such as financial statements, MD&A, and press releases prior to their distribution;

(d) will rely on its Audit and Risk Committee to monitor compliance with the Code of Business Conduct and Ethics and to annually review the systems of internal financial control and discuss such matters with the Company's external auditor; and

(e) will actively monitor the Company's compliance with the Board's directives and ensure that all material transactions are thoroughly reviewed and authorized by the Board before being undertaken by management.

Nomination of Directors

In consultation with the Board, the Compensation and Corporate Governance Committee establishes and reviews with the Board the appropriate skills and characteristics required of members of the Board, taking into consideration the Board's short-term needs and long-term succession plans. In addition, the Compensation and Corporate Governance Committee develops and updates a long-term plan for the Board's composition, considering the characteristics of independence, age, skills, experience and availability of service to the Company of its members, as well as opportunities, risks and strategic direction of the Company.

The Compensation and Corporate Governance Committee is responsible for identifying and assessing potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors and for recommending nominees to fill vacancies on the Board. Members of management and the Board are expected to be consulted for possible candidates and the Compensation and Corporate Governance Committee will make an assessment of whether each candidate is or would be (i) "independent" and (ii) "financially literate" within the meaning of applicable law.

The Compensation and Corporate Governance Committee assists the Board in assessing each director's independence and reviews the relationship each director has with the Company to determine whether their independence is maintained.

Committees of the Board of Directors

The Board currently has three committees, namely the (i) Audit and Risk Committee, (ii) Compensation and Corporate Governance Committee, and (iii) Health and Safety Committee.

The members of the Audit and Risk Committee are Geoff Lawrence, Simon Jackson, and Jonathan Rubenstein. A description of the members and function of the Audit and Risk Committee can be found in this Circular under *"Section 7 - Audit and Risk Committee."*
The members of the Compensation and Corporate Governance Committee are Alex Davidson, Geoff Lawrence, and Jonathan Rubenstein.

The members of the Health and Safety Committee are Alex Davidson and Michael Murphy.

Assessments

The Board annually reviews its own performance and effectiveness as well as reviews the Audit Committee Charter and recommends revisions as necessary. Neither the Company nor the Board has adopted formal procedures to regularly assess the Board, the Audit Committee or the individual directors as to their effectiveness and contribution. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of individual directors are informally monitored by the other board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board. The Board monitors the adequacy of information given to directors, communication between the Board and Management and the strategic direction and processes of the Board and its committees.

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company's corporate governance practice allows the Company to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.

SECTION 9 – OTHER INFORMATION

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Company has a 10% rolling security-based compensation plan in place. See *"Section 6 - Statement of Executive Compensation – 2024 Plan."*

The following table provides information as at March 31, 2026, regarding the number of Shares to be issued pursuant to the 2024 Plan. The Company has adopted the New Plan, which is subject to Shareholder approval. See *"Section 5 – Particulars of Matters to be Acted Upon – Approval of New Omnibus Compensation Plan."*

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 [(1)]	2,830,000	0.48	1,049,002
	3,035,000 RSUs	N/A	
Equity compensation plans not approved by securityholders	N/A	N/A	N/A

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)
Total:	2,830,000	0.48	1,049,002
	3,035,000 RSUs	N/A	

NOTE:

(1) Represents the 2024 Omnibus Compensation Plan. As at March 31, 2026, the 2024 Omnibus Compensation Plan reserved Shares equal to a maximum of 10% of the issued and outstanding Shares of the Company. As at March 31, 2026, the Company had 69,140,020 Shares issued and outstanding.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than "routine indebtedness" as defined in applicable securities legislation, since the beginning of the financial year ended March 31, 2026, none of:

(a) the executive officers, directors, employees and former executive officers, directors and employees of the Company or any of its subsidiaries;

(b) the proposed nominees for election as a director of the Company; or

(c) any associates of the foregoing persons;

is or has been indebted to the Company or any of its subsidiaries or has been indebted to any other entity where that indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, and which was not entirely repaid on or before the date of this Circular.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

No director or executive officer of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and the approval of the Omnibus Compensation Plan, as may be set out herein.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth in this Circular or as disclosed in the Company's financial statements, no informed person of the Company, or proposed director of the Company, or any associate or affiliate of any informed person or proposed director, had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year, or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

An "informed person" means: (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or company as underwriter in

the course of a distribution; and (d) the Company itself, if and for so long as it has purchased, redeemed or otherwise acquired any of its shares.

MANAGEMENT CONTRACTS

Since the beginning of the Company's most recently completed financial year ended March 31, 2026, management functions of the Company are not, and have not been, to any substantial degree performed by any person other than the executive officers and directors of the Company. See *Section 6 - Statement of Executive Compensation – Employment, Consulting and Management Agreements."*

ADDITIONAL INFORMATION

Financial information about the Company is included in the Company's comparative annual financial statements for the financial years ended March 31, 2026, and the related Management's Discussion and Analyses, which have been electronically filed with regulators and are available under the Company's profile on SEDAR+ at www.sedarplus.ca. A copy may be obtained without charge upon request to the Company, 710 - 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3 Canada, or via email to info@southpacificmetals.ca.

You may also access the Company's other public disclosure documents under the Company's profile on SEDAR+ at www.sedarplus.ca. Additional information about the Company can be found on the Company's website at www.southpacificmetals.ca.

REQUEST FOR FINANCIAL STATEMENTS

NI 51-102 sets out the procedures for a Shareholder to receive financial statements. If you wish to receive financial statements, you may use the enclosed form or provide instructions in any other written format.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Circular have been approved and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

DATED at Vancouver, British Columbia, this 4th day of August 2026.

BY ORDER OF THE BOARD

SOUTH PACIFIC METALS CORP.

/s/ Timo Jauristo
Timo Jauristo
Chief Executive Officer

SCHEDULE "A"

OMNIBUS COMPENSATION PLAN

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OMNIBUS COMPENSATION PLAN

South Pacific Metals Corp. (the "**Company**") hereby establishes an omnibus incentive plan for certain qualified Directors, Officers, Employees and Consultants of the Company or a Subsidiary.

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

(1) Where used in this Plan or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"**Account**" means an account maintained for each Participant on the books of the Company which will be credited with Awards and with any accrued Dividend Equivalents in accordance with the terms of this Plan;

"**Award**" means an Option or a DSU or an RSU granted to a Participant pursuant to the terms of the Plan;

"**Black-Out Period**" means a period of time, provided the period is formally imposed by the Company pursuant to its internal trading policies, during which trading in Shares is restricted for all Participants because there is undisclosed Material Information (as defined in the *Securities Act* (British Columbia)), relating to the Company or its business or operations, or under the Company's policies, and such period shall extend to the end of the second day following the day of issue and dissemination of a news release disclosing such Material Information or the day the Company authorizes resumption of trading in Shares, whichever is later;

"**Board**" means the board of directors of the Company;

"**Business Day**" means a day (other than a Saturday, Sunday or statutory holiday), when banks are generally open for business in Vancouver, British Columbia, for the transaction of banking business;

"**Cash Equivalent**" means the amount of money equal to the Market Value on an RSU Settlement Date or a DSU Redemption Date, as applicable, multiplied by the number of RSUs or DSUs, as applicable, which are being settled or redeemed at such time, and in the case of a dividend paid in Shares, means the Market Value of such Shares on the date such dividend is declared;

"**Cashless Exercise**" means the exercise of an Option in the manner described in Section 4.8(d)(i), of the TSX Venture Exchange Policy 4.4 "Security Based Compensation" pursuant to which a brokerage firm loans money to a Participant to exercise the Options and to deliver the Option Price and any applicable tax withholdings to the Company, the brokerage firm then sells a sufficient number of the Shares to repay the loan and the brokerage firm receives an equivalent number of Shares from the exercise of the Option and the Participant then receives the balance of the Shares from the exercise of the Option or, if the balance of such Shares are sold by the brokerage firm, the cash proceeds from the sale of such balance;

"**Cause**" means any determination by the Board, in its sole and absolute discretion, that an act or omission by a Participant, including a breach of duty, insider trading, the commission of a criminal offence involving the Company or a Subsidiary, a breach of trust affecting the Company or a Subsidiary, abusive behaviour, gross or sexual misconduct, a breach of the terms of an applicable Employment Agreement or Consulting Agreement, theft, fraud, misappropriation, a breach of fiduciary duty, a breach of confidentiality and a breach of the Company's codes of conduct, constitutes reason for:

(i) removing a Director of a Subsidiary, or

(ii) terminating the employment of a Participant, or

(iii) terminating an Employment Agreement or Consulting Agreement, or

(iv) taking legal action against any of the foregoing Persons, or

(v) Sanctioning a Director of the Company,

as the case may be, and any such determination shall be binding on the Participant for all purposes of the Plan;

"**Change of Control**" means the occurrence of one of the following events:

(i) an announcement by the Board that it has agreed to the acquisition of the majority of the Shares in a take-over bid or reverse take-over or similar transaction by an entity or the subsidiary of an entity, or a plan of arrangement or an event in the form of a merger or amalgamation of the Company or similar transaction with an entity or the subsidiary of an entity, if that entity has a market capitalization greater than 150% of the market capitalization of the Company on the day of such announcement or if that entity has, assets on its most recent consolidated balance sheet exceeding 150% of the market capitalization of the Company on the day of such announcement;

(ii) any Person or group of Persons announces that more than 50% of the Shares have been tendered to a take-over bid for the Company which was made without Board approval;

(iii) the sale, lease, exchange, license or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Company and its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Company and its Subsidiaries on a consolidated basis to any Person, other than a disposition to a wholly-owned Subsidiary of the Company in the course of a reorganization of the assets of the Company and its wholly-owned Subsidiaries;

(iv) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such rearrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company as a whole is substantially the same following the re- arrangement);

"**Company**" means South Pacific Metals Corp., a corporation existing under the *Business Corporations Act* (British Columbia), as amended from time to time;

"**Committee"** means any committee of the Board which has been duly appointed and authorized to exercise the authority of the Board in, or in connection with, the Plan;

"**Consultant**" means, in relation to the Company, a Person (other than a Director, Officer or Employee of the Company or a Subsidiary), that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or a Subsidiary;

(ii) provides such services under a Consulting Agreement;

(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 a Subsidiary; and

(iv) has a relationship with the Company or a Subsidiary that enables such Person to be knowledgeable about the business and affairs of the Company or Subsidiary;

"**Consulting Agreement**" means, with respect to any Person, any written contract for services between the Company or a Subsidiary and such Person;

"**Departure**" means, for any Participant, the final departure of such Participant from all working relationships with the Company and its Subsidiaries, pursuant to which such Participant shall cease to be a Participant, and such final departure shall be deemed to have taken place on the last to occur of the following events and by reason that all of the following conditions are met:

(i) the Participant has ceased, for any reason, to be an Employee;

(ii) the Participant has ceased, for any reason, to be a Consultant; and

(iii) the Participant has ceased to be a Director or Officer;

"**Departure Date**" means the date on which a Departure occurs;

"**Director**" means a director of the Company or of a Subsidiary in office from time to time;

"**Dividend Equivalent**" means a cash entitlement, equivalent in value to a dividend paid on a Share of the Company, which shall be accrued in a Participant's Account on each DSU and RSU in such Account on the record date for such dividend as if the Share corresponding to such DSU or RSU was outstanding on that record date, which entitlement shall only Vest and be redeemed or settled, as the case may be, concurrently with the redemption or settlement of such DSU or RSU;

"**DSU**" means a Deferred Share Unit and is a right granted to a Participant to receive a payment at a deferred time for services as a Director or Officer, or Employee, which payment, after Vesting and upon settlement of such DSU in accordance with the terms and conditions of the applicable DSU Agreement and this Plan, may be delivered in the form of Shares, Cash Equivalent, or a combination thereof;

"**DSU Agreement**" means a document evidencing a grant of DSUs and the terms and conditions applicable thereto;

"**DSU Redemption Date**" means a date upon which DSUs shall be redeemed pursuant to a DSU Redemption Notice;

"**DSU Redemption Notice**" means a notice in writing signed by a Participant specifying one or more DSU Redemption Dates and also specifying the number of DSUs in the Participant's Account which shall be redeemed on each DSU Redemption Date specified in such notice;

"**Eligibility Date**" means the effective date on which a Participant becomes eligible to receive long-term disability benefits if such benefits are then existing and established by the Company (provided that, for greater certainty, such effective date shall be confirmed in writing to the Company by the insurance company providing such long-term disability benefits, if applicable);

"**Employee**" means a Person:

(i) who is considered an "employee" pursuant to the Income Tax Act and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;

(ii) who works full-time for the Company or a Subsidiary under a contract of service and who is subject to the same control and direction by the Company over the details and methods of work as an "employee" under the Income Tax Act, but for whom income tax deductions need not be made at source; or

(iii) who works part-time for the Company or a Subsidiary under a contract of service on a continuing and regular basis and who is subject to the same control and direction by the Company over the details and methods of work as an "employee" under the Income Tax Act, but for whom income tax deductions need not be made at source;

"**Employment Agreement**" means, with respect to any Participant, any written contract of service between the Company or a Subsidiary and such Participant;

"**Exchange**" means the primary stock exchange on which the Shares are listed from time to time and on which the majority of the trading volume and trading value of the Shares from time to time occurs;

"**Exercise Notice**" means a notice in writing completed by a Participant and delivered in accordance with Section 3.5;

"**Grant Agreement**" means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a DSU Agreement, or an RSU Agreement, and includes an Employment Agreement or a Consulting Agreement in which an Award is granted;

"**Income Tax Act**" means the *Income Tax Act* (Canada) and its related Regulations, Policies, Information Bulletins, Notices, and other administrative provisions, as issued and amended from time to time;

"**Insider**" means a Person who is a reporting insider as defined in National Instrument 55-104 Insider Reporting Requirements and Exemptions, and includes associates and affiliates, as defined in Part 1 of the TSX Company Manual, of such Person;

"**Market Value**" means, at any date when the market value of a Share is to be determined,

(i) if the Shares are then listed on an Exchange, the volume weighted average trading price of the Shares on such Exchange for the five trading days immediately preceding such date, provided that while the Exchange is the TSX Venture Exchange, at no time shall the market value of the Shares be less than the "Discounted Market Price" determined in accordance with TSX Venture Exchange Policy 1.1 Interpretation and Policy 4.4 "Security Based Compensation", or any amended or successor policies; or

(ii) if the Shares are not then listed on any Exchange, the value as is determined solely by the Board, acting reasonably and in good faith, such determination to be conclusive and binding on all Persons;

"**Net Exercise**" means the exercise of an Option pursuant to Section 3.6(3);

"**Officer**" means a duly appointed officer of the Company or a Subsidiary;

"**Option**" means an Award giving a Participant the right but not the obligation to acquire a specified number of Shares from the treasury of the Company at the Option Price, subject to the terms and conditions contained in the applicable Option Agreement and subject to the terms and conditions in this Plan;

"**Option Agreement**" means a document evidencing an Award of Options and the terms and conditions thereof;

"**Option Price**" means the price to be paid per Share for exercise of the Option;

"**Option Term**" means the period for which the Option may be exercised;

"**Outstanding Issue**" means, at any time, the number of Shares that are issued and outstanding, on a non-diluted basis, at that time;

"**Participant**" means any Director, Officer, Employee or Consultant, provided that, for the purposes of anything in this Plan referring to a DSU or an RSU, this definition shall be limited to Directors, Officers and Employees;

"**Performance Criteria**" means specified criteria, (other than the mere continuation of employment or the mere passage of time), the satisfaction of which are conditions for an Award to Vest;

"**Performance Period**" means the period of time, determined by the Board at the time an Award is granted, within which Performance Criteria must be satisfied before an Award Vests;

"**Person**" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

"**Plan**" means this Omnibus Incentive Plan, including any amendments or supplements hereto made after the effective date hereof;

"**Redemption Notice**" means a notice in writing, dated and signed by a Participant, and delivered to the Company from time to time after such Participant's Departure, specifying the date or dates on which some or all of the DSUs in the Participant's Account shall be redeemed in accordance with the Plan;

"**Resignation**" means the voluntary Departure of a Participant;

"**Resignation Date**" means the actual date of a Participant's Departure;

"**Restriction Period**" means the period determined by the Board pursuant to Section 4.3 hereof;

"**Retirement**" means retirement from active employment with the Company or a Subsidiary at or after age 65 or in other circumstances (such as years of service) as determined by the Board to constitute retirement for purpose of this Plan;

"**RSU**" means a Restricted Share Unit and is a right granted to a Participant to receive a payment at a deferred time for services as a Director or Officer, or Employee, which payment, after Vesting and upon settlement of such RSU in accordance with the terms and conditions of the applicable RSU Agreement and this Plan, may be delivered in the form of Shares, Cash Equivalent, or a combination thereof;

"**RSU Agreement**" means a document evidencing the grant of RSUs and the terms and conditions governing such RSUs;

"**RSU Settlement Date**" means the date, within 10 days of the Vesting of any RSUs, on which Shares, Cash Equivalent or a combination thereof and related Dividend Equivalents shall be paid and/or delivered to the Participant in respect of those RSUs;

"**RSU Vesting Determination Date**" means the date on which the Board determines and declares whether or not an RSU has Vested;

"**Sanction for Cause**" means a decision of the Board that, for Cause, a Director of the Company shall forthwith cease to qualify as a Participant, which decision shall be effected by delivery of a formal, dated notice to the Director, and the Board shall have the power to so decide notwithstanding that such Director cannot be removed as a Director except by a vote of the shareholders of the Company;

"**Shares**" means the common shares in the share capital of the Company;

"**Share Compensation Arrangement**" means this Plan, an Award and any other stock option, stock option plan, RSU, RSU plan, DSU, DSU plan, any performance share, performance share plan, any stock purchase plan, stock appreciation right, any long-term incentive plan and any other compensation or incentive mechanism involving the issuance or potential issuance of Shares from the Company's treasury to a Participant, but does not include any arrangement or plan that:

(i) does not involve the issuance from treasury or potential issuance from treasury of Shares or other securities;

(ii) is settled solely in cash or Shares or other securities purchased on the secondary market;

"**Subsidiary**" means a corporation, company or partnership that is controlled, directly or indirectly, by the Company;

"**Tax Act Deadline Date**" means the last date by which redemption of a DSU or settlement of an RSU, as the case may be, must occur in order that such Award does not become a deferred salary arrangement under the Income Tax Act, being:

(i) for a DSU, the 31st day of December of the calendar year following the calendar year in which the Participant's Departure has taken place;

(ii) for an RSU, the 15th day of December of the third calendar year following the Participant's Taxation Year in which the services for which such RSU was granted were rendered;

and any DSU or RSU that is not redeemed or settled, as applicable, by the applicable Tax Act Deadline Date shall be forfeited and cancelled;

"**Taxation Year**" means, with respect to any Participant, a taxation year of that Participant as determined in accordance with the Income Tax Act;

"**Termination**" means the termination, whether for Cause or without Cause, of a Participant's status as an Employee, Officer, Director and Consultant, as the case may be, which shall be effected by delivery of a formal, dated notice to a Participant;

"**Termination Date**" means, the effective date of the Termination as specified in the notice to such Participant of such Termination, which date shall establish definitively and absolutely the date on which and from which the effects of a Termination on the Participant's rights under the Plan or in respect of any Award shall apply, without regard to any period of notice, pay in lieu of notice, or severance period to which such Participant may be, or claim to be, entitled pursuant to the Participant's Employment Agreement (if any) or Consulting Agreement (if any), or under the common law or applicable employment standards legislation, and regardless of whether the Termination was lawful or unlawful;

"**Vest**" means, in respect of an Award, an event pursuant to which a Participant's ownership of the Award

becomes absolute under the terms of the Award and that,

(i) in the case of an Option, the Participant has become entitled to exercise it,

(ii) in the case of an RSU, the Participant is entitled to have it settled, and,

(iii) in the case of a DSU, the Participant has become entitled to redeem it at the time or times permitted in this Plan,

in each case in accordance with this Plan;

Section 1.2 Rules of Interpretation

(1) Whenever the Board or Committee is authorized to exercise sole and absolute discretion or authority in connection with the Plan, the term "sole and absolute discretion" or "authority" means the sole and absolute discretion of the Board or Committee, as the case may be, provided that any exercise of discretion or authority by a Committee shall remain subject to the overriding sole and absolute discretion or authority of the Board.

(2) The provision of a table of contents, if any, and the division of this Plan into Articles, Sections and other subdivisions, and the insertion of headings in this Plan are for convenient reference only.

(3) In this Plan, words importing the singular shall include the plural, and vice versa, words importing any gender include any other gender, and any Capitalized grammatical variation of a word that is defined in Section 1.1 shall be read as having the same meaning as the defined word but which is grammatically appropriate in context.

(4) The words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation, and as used herein, the expressions "Article", "Section" and any other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of the Plan, respectively.

(5) Unless otherwise specified in a Participant's Grant Agreement, all references to money amounts are to Canadian currency.

(6) For purposes of this Plan, the legal representatives of a Participant shall only include the administrator, the executor or the liquidator of the Participant's will or estate.

(7) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

(8) Any reference in this Plan to a law, or to a regulation made thereunder, or to a notice or bulletin issued thereunder, or to a policy of an Exchange, or to any sections of any of the foregoing, is a reference to the version thereof on the effective date of this Plan, as the same may be thereafter amended or revised or renumbered from time to time.

ARTICLE 2
PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

Section 2.1 Purpose of the Plan

(1) The purpose of the Plan is to permit the Company to grant Awards to Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

(i) to increase the interest in the Company's welfare of those Persons who share responsibility for the management, growth and protection of the business of the Company or a Subsidiary;

(ii) to provide an incentive to such Participants to continue their services for the Company or a Subsidiary and to encourage such Participants whose skills, performance and loyalty to the objectives and interests of the Company or a Subsidiary are desirable, necessary or essential to its success, image, reputation or activities;

(iii) to reward Participants for their performance of services while working for the Company or a Subsidiary; and

(iv) to provide a means through which the Company or a Subsidiary may attract and retain able Persons to enter its employment or service.

Section 2.2 Implementation and Administration of the Plan

(1) The Plan shall be administered, interpreted and operated by the Board or, if the Board by resolution so decides, the powers of the Board in the Plan may be delegated in whole or in part to one or more Committees, in which case, to the extent of such delegation, all references to the "Board" herein will be deemed references to such Committee.

(2) Nothing in the Plan shall prevent the Board from adopting other or additional Share Compensation Arrangements, as long as all required approvals of such additional arrangement by the Exchange, and other competent authority, and the Company's Shareholders, is obtained.

(3) Subject to the limitations in Article 7 and any applicable rules of the Exchange, the Board may, from time to time, in its sole and absolute discretion, vary the terms of the Plan and/or any Award hereunder in order to adapt the same to circumstances arising, including variations to address the tax or other requirements of any applicable jurisdiction affecting the Plan, any Awards or any Participants.

(4) Subject to the provisions of this Plan, the Board is authorized, in its sole and absolute discretion, to make such determinations under and such interpretations in connection with, and to take such steps and actions in connection with, the administration and operation of the Plan as it may deem necessary or advisable and any such delegation by the Board may be revoked at any time at the Board's sole and absolute discretion.

(5) Every interpretation, administration, construction and application, of or pursuant to, the Plan, and every act in connection with the Plan, effected by the Board, or by any Committee or any other Person to which the Board delegated relevant authority, shall be final and binding on the Company, its Subsidiaries, and all Participants.

(6) Every Person acting pursuant to a delegation of authority, shall, to the full extent permitted by law, be fully indemnified and protected by the Company with respect to anything done or omitted to be done in good faith by, or on behalf of, any such Person in any manner related to the Plan.

(7) The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to any allotment or issuance of any Shares or any other securities in the capital of the Company, any declaration and payment of stock dividends, any repurchase of Shares or any variation or amendment to its share capital or corporate structure.

Section 2.3 Limits on the Company's Responsibility and Liability under the Plan

(1) The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant of an Award, the exercise of an Option, the settlement of an RSU or the redemption of a DSU, or any transactions in the Shares or otherwise in respect of participation under the Plan.

(2) Neither the Company, nor any of its Subsidiaries, Directors, Officers, Employees, shareholders and agents, shall be liable for anything done or omitted to be done in good faith by, or on behalf of, any such Person in any manner related to the Plan.

(3) No amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant, to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

(4) Neither the Company nor any Person exercising power under the Plan assumes, and they shall not have, responsibility for a Participant's income tax or other tax obligations arising in connection with Awards or consequent upon the delivery of Shares or cash pursuant under an Award, and each Participant is advised to obtain advice from independent tax advisors at the Participant's sole expense.

(5) Neither a Participant nor such Participant's legal representatives shall have any legal or equitable right, claim, or interest in any specific property or asset of the Company or of any of its Subsidiaries, no asset of the Company or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Company or any of its Subsidiaries under the Plan.

(6) Unless otherwise determined by the Board, this Plan shall be unfunded.

(7) To the extent any Participant or the Participant's legal representatives hold any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

(8) The Company shall not offer financial assistance to any Participant in connection with any Award granted under the Plan.

Section 2.4 Shares Subject to the Plan

(1) Subject to adjustment pursuant to Article 7 hereof, and except in the case of Shares, if any, purchased in the secondary market by a trustee or administrative agent appointed by the Board for purposes of settling RSUs or redeeming DSUs, the Shares which are the subject of Awards under this Plan shall consist of authorized but unissued Shares.

(2) The Plan is an "evergreen" plan, and accordingly, but subject to Section 2.5, Shares for which Awards have been exercised, settled, or redeemed, as applicable, Shares which are the subject of Awards which expire or are forfeited, surrendered, cancelled or otherwise terminated or which otherwise lapse for any reason without having been exercised, settled or redeemed, and Shares for which settlement or redemption is made in cash, will immediately and automatically be available for subsequent grant under new Awards, and, as well, the maximum number of Shares issuable from the Company's treasury pursuant to outstanding Awards under the Plan shall immediately and automatically increase at any time the Outstanding Issue increases, so that such maximum is never less than 10% of the Outstanding Issue.

Section 2.5 Limits with Respect to Shares Issuable Under Awards

(1) The maximum aggregate number of Shares issuable from the Company's treasury at any time pursuant to all Share Compensation Arrangements shall be equal to ten percent (10%) of the Outstanding Issue, and no Award which could result in the issue of Shares from the Company's treasury upon the exercise, settlement or redemption under such Award, as measured at the date of any grant of such Award, may be granted, if such grant would have the effect of causing the total number of Shares issuable from the Company's treasury at any time pursuant to all Share Compensation Arrangements to exceed 10% of the Outstanding Issue.

(2) The maximum aggregate number of Shares issuable from the Company's treasury in a 12-month period pursuant to all Share Compensation Arrangements granted or issued to any one Participant, and any companies wholly owned by such Participant, shall not exceed 5% of the Outstanding Issue calculated as at the date an Award is granted, (unless requisite disinterested shareholder approval has been obtained to exceed);

(3) The maximum aggregate number of Shares issuable from the Company's treasury pursuant to all Share Compensation Arrangements granted or issued to Insiders (as a group) shall not exceed ten percent (10%) of the Outstanding Issue at any point in time calculated as at the date an Award is granted to any Insider (unless requisite disinterested shareholder approval has been obtained to exceed).

(4) The maximum aggregate number of Shares issuable from the Company's treasury pursuant to all Share Compensation Arrangements granted or issued in any 12-month period to Insiders (as a group) shall not exceed ten percent (10%) of the Outstanding Issue calculated as at the date an Award is granted to any Insider (unless requisite disinterested shareholder approval has been obtained to exceed).

(5) Subject to the policies of the Exchange, any Award granted pursuant to the Plan and any securities issued under any other Share Compensation Arrangement prior to a Participant becoming an Insider, shall be included for the purposes of the limits set out in TSX Venture Exchange Policy 4.4 "Security Based Compensation" Section 4.11(b) and Section 4.11(c).

(6) The maximum aggregate number of Shares issuable from the Company's treasury at any time pursuant to all Share Compensation Arrangements granted or issued in a 12-month period to any one Consultant shall not exceed 2% of the Outstanding Issue calculated as at the date an Award is granted; and

(7) No Shares may be the subject of any Awards to Investor Relations Services Providers (within the meaning of TSX Venture Exchange Policy 4.4 "Security Based Compensation"), other than Options, and the maximum aggregate number of Shares issuable pursuant to all Options granted in any 12 month period to all Investor Relations Services Providers shall not exceed 2% of the Outstanding Issue, calculated as at the date any Option is granted to any such Investor Relations Services Provider, and such 2% limit shall be included within the limits prescribed in Section 2.5(1) of this Plan.

Section 2.6 Conditions Governing Grants, Awards and Shares

(1) Prior to an Award being granted to any Person, it shall be the responsibility of such Person and the Company to confirm that such Person is a bona fide Participant entitled to such Award.

(2) The Board may require the Participant to provide certain representations, warranties, certifications and legal opinions to the Company at the Participant's sole expense relating to

(i) any requirements under laws, regulations or policies which the Company has reason to believe might apply to such Participant, including the laws, regulations and policies of any other country, province, state or regulatory entity, with which compliance is required at a

time when an Award is granted, or rights are exercised under an Award, or Shares are issued or delivered pursuant to an Award, or when the Participant intends to sell or trade any Shares so issued or delivered, including any requirements that Awards or Shares must be registered under the Securities laws of the United States and under Securities laws of its States as a condition of their grant, issue or delivery to the Participant, or as a condition of any following sale or trade of such Shares by a Participant;

(ii) the availability of exemptions from any such requirements, and

(iii) the removal of any trading restrictions or legends on Awards granted, or Shares issued or delivered, to the Participant under the Plan.

(3) If at any time the Company shall determine that the listing on a stock exchange, or the registration or qualification of an Award or of the Shares subject to an Award, or the consent or approval of any stock exchange or any governmental or regulatory body, is required for, or in connection with, the grant of such Award or the exercise of any Option, the settlement of any RSU, or the redemption of any DSU, or is a condition of the issue and/or delivery of Shares under an Award, then such Award shall not be granted, no rights in connection with such Award, if already granted, shall be exercised, and no Shares shall be issued and/or delivered thereunder in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained, provided that nothing herein shall require the Company to apply for or to obtain such listing, registration, qualification, consent or approval if the Board, in its sole and absolute discretion, determines not to do so for any reason.

(4) As a condition of Participation in the Plan, all Participants who are Directors of the Company agree that the Board in its sole and absolute discretion shall have the power to Sanction a Director of the Company for Cause, whereupon such Director shall immediately cease to qualify as a Participant for all purposes of this Plan, and such Sanction shall be binding on the Person so Sanctioned.

Section 2.7 TSX Venture Exchange Vesting Restrictions

(1) While the Shares are listed for trading on the TSX Venture Exchange:

(i) no Award (other than Options), shall Vest before the date that is one year following the date the Award is granted unless Vesting is accelerated pursuant to this Plan for a Person who dies or for a Person who ceases or will cease to be a Participant in connection with a Change of Control, or in the case of the Company authorizing acceleration of Vesting to enable Participants to exercise Options for the purpose of tendering the resulting Shares in a take-over bid or other similar transaction;

(ii) in each case where the Board has the discretion to accelerate the date upon which any Award Vests, it may exercise that discretion regardless of any tax consequence resulting from such acceleration;

(iii) any Options granted to any Investor Relations Service Provider must be Vested in stages over a period of not less than 12 months, with no more than 1/4 of the Options Vesting in any three-month period, and must otherwise only Vest in accordance with the Vesting restrictions set out in TSX Venture Exchange Policy 4.4 "Security Based Compensation" Section 4.4(c), and there can be no acceleration of the Vesting requirements applicable to any Options granted to any Investor Relations Service Provider without the prior written approval of the TSX Venture Exchange.

ARTICLE 3
OPTIONS

Section 3.1 Option Awards

(1) Subject to the rules of the Exchange, the provisions in this Plan, and any required shareholder or regulatory approval, the Board may, from time to time, in its sole and absolute discretion and by resolution,

(i) grant Options to one or more eligible Participants;

(ii) fix the number of Shares for which each such Option can be exercised;

(iii) determine the Option Price for each such Option,

(iv) determine the Option Term for each such Option;

(v) set such times for, and such conditions for, Vesting each such Option, including any such conditions based only on the passage of time or based on the Participant meeting specified Performance Criteria within one or more specified Performance Periods, all as the Board sees fit;

(vi) determine any other terms and conditions applicable to each such Option and the exercise thereof;

and the Board shall thereupon cause an Option Agreement evidencing such grant and applicable terms and conditions to be executed and delivered to each Participant to whom an Option is granted.

Section 3.2 Option Price

(1) The Option Price for any Option shall be determined by the Board at the time such Option is granted but shall not be less than the Market Value of the Shares at the time the Option is granted.

Section 3.3 Option Term

(1) The Option Term shall be determined by the Board at the time such Option is granted but shall not be longer than 10 years from the date the Option is granted.

(2) Should the expiration of an Option fall within a Black-Out Period, the expiry date of the Option shall be automatically extended without any further act or formality to that date which is the tenth (10th) Business Day after the end of the Black-Out Period, such tenth (10th) Business Day to be deemed for all purposes to be the date upon which the extension expires.

Section 3.4 Exercise of Options

(1) Prior to its expiration or earlier termination in accordance with the Plan and subject to the provisions of the Plan, each Option shall be exercisable in whole or in part and from time to time subject to the satisfaction of such Vesting conditions as the Board at the time of granting the particular Option may determine in its sole and absolute discretion, provided that every exercise of an Option shall be in full compliance with the policies of the Exchange, all insider trading policies applicable by law, and any and all trading restrictions imposed by the Company.

Section 3.5 Method of Exercise and Payment of Purchase Price

(1) A Participant or such Participant's legal representatives may exercise an Option that has Vested by delivering a fully completed Exercise Notice to the Company at its registered office to the attention of the Corporate Secretary of the Company (or the individual that the Corporate Secretary of the Company may from time to time designate) or by giving notice in such other manner as the Company may from time to time require, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by full payment of the Option Price for the number of Shares so specified, in cash, or by certified cheque, bank draft or any other form of payment deemed acceptable by the Board, and, if required by or pursuant to Section 8.2, the amount necessary to satisfy any applicable taxes.

(2) Upon the exercise of an Option, the Company shall, as soon as practicable after such exercise but no later than ten Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares either to:

(i) deliver to the Participant or such Participant's legal representatives a certificate in the name of the Participant representing in the aggregate such number of Shares for which the Participant or such Participant's legal representatives has exercised the Option; or

(ii) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares for which the Participant or such Participant's legal representatives has exercised the Option to be evidenced by a book position on the register of the shareholders of the Company maintained by the transfer agent and registrar of the Shares.

(3) Subject to the rules and policies of the Exchange, and except in the case of Investor Relations Services Providers (within the meaning of the TSX Venture Exchange Policy 4.4 "Security Based Compensation"), the Board may, in its sole and absolute discretion, at any time and from time to time and subject to any conditions imposed in that respect, permit a Participant to effect the Net Exercise of an Option without delivering the Option Price and without payment of any cash other than as required by or pursuant to Section 8.2, in which case:

(i) the Participant will be entitled, by notice in writing to the Company, to terminate and surrender such Option with respect to some or all of the Shares for which the Option is otherwise then exercisable, and,

(ii) in lieu of receiving the Shares for which the Option is being terminated and surrendered pursuant to such notice, the Participant shall receive that net number of Shares, disregarding fractions, which, when multiplied by the Market Value on the date prior to the delivery date of such notice, has a total value equal to:

(a) the original number of Shares for which the Option is being terminated and surrendered pursuant to such notice;

multiplied by

(b) the net amount by which the Market Value per Share exceeds the Option Price per Share set out in the terminated and surrendered Option.

(4) In the event of a Net Exercise, the number of shares for which the Option was originally exercisable, including any Shares for which the Option was terminated, and not the net number of Shares actually issued by the Company, must be included in calculating the limits set forth in Section 2.5.

(5) Subject to the rules and policies of the Exchange, the Board may, in its sole and absolute discretion, at any time and from time to time and subject to any conditions imposed in that respect, permit a Participant to effect a Cashless Exercise and if it so permits, the Company may make such arrangements with the Participant and the Participant's brokerage firm as it considers necessary or advisable to facilitate and effect the mechanics of such Cashless Exercise, including mechanics relating to the delivery of Shares to such brokerage firm against payment of the Option Price for such Shares together with any tax amounts required pursuant to Section 8.2 below.

(6) In the event the Company issues Shares pursuant to a Net Exercise or a Cashless Exercise, the Company shall make an election pursuant to subsection 110(1.1) of the Income Tax Act.

SECTION 3.6 ADDITIONAL TERMS IN OPTION AGREEMENTS

(1) An Option Agreement may contain any terms that the Board, in its sole and absolute discretion, considers necessary to comply with any provisions in the Income Tax Act, and with the laws, regulations and rules of any country or state, and with the requirements of any regulatory body or stock exchange, having jurisdiction or authority over the Company, the Options or the Shares.

ARTICLE 4
RSUs

Section 4.1 Grant of RSUs

(1) Subject to the rules of the Exchange, the provisions in this Plan, and any required shareholder or regulatory approval, the Board may, from time to time, in its sole and absolute discretion and by resolution,

(i) grant RSUs to one or more eligible Participants;

(ii) set the conditions for Vesting for each such RSU, which may include one or more of the following conditions:

(a) that a Participant shall continuously qualify as a Participant until a period of time specified for Vesting of such RSU has passed;

(b) that Performance Criteria specified for Vesting of such RSU must be met within the Performance Period specified for such RSU;

(c) that any other requirements specified for Vesting of such RSU at the time of grant must be met;

(iii) confirm the Tax Act Deadline Date for such RSU;

and the Board shall thereupon cause an RSU Agreement evidencing such grant and applicable terms and conditions to be executed and delivered to each Participant to whom an RSU is granted.

(2) Conditions set pursuant to Section 4.1(1) for any specific RSU or subset of RSUs may be individualized for any Participant from time to time and may vary for distinct subsets of RSUs granted in a single Award and/or in separate Awards from time to time.

(3) A grant of an RSU shall, for purposes of the Income Tax Act, be considered to be an arrangement under which a Participant is granted a right to receive a bonus or similar payment in respect of services rendered by the Participant in a Taxation Year of that Participant prior to the grant, to be paid within the 3 calendar years following the end of that Taxation Year of that Participant.

(4) An RSU Agreement may contain any terms that the Board, in its sole and absolute discretion, considers necessary to comply with any provisions in the Income Tax Act, and with the laws, regulations and rules of any country or state, and with the requirements of any regulatory body or stock exchange, having jurisdiction or authority over the Company, the RSUs or the Shares.

Section 4.2 Tax Act Deadline Date

(1) All RSUs which have not been settled by the last day of the Tax Act Deadline Date applicable thereto shall be forfeited and cancelled.

Section 4.3 Restriction Period

The applicable restriction period in respect of a particular RSU shall be determined by the Board but in all cases shall end no later than the 31st of December of the calendar year which commences three years after the calendar year in which the performance of services for which such RSU is granted, occurred ("**Restriction Period**").

All unvested RSUs shall be cancelled no later than the last day of the Restriction Period.

Section 4.4 RSU Vesting

(1) Vesting of an RSU for which the only condition to Vesting is the condition in Section 4.1(ii)(a) shall be automatic and shall occur on the last day of the period of time specified for Vesting of such RSU, and an RSU Vesting Determination Date shall occur as soon as practicable following such last day, but no later than the 30th day of November in the third calendar year following the date such RSU was granted, and on that RSU Vesting Determination Date the Board shall meet and shall declare that such RSU has Vested and shall direct that such RSU shall be settled forthwith as set out in Section 4.5 below.

(2) Vesting of an RSU for which any conditions to Vesting, (other than the condition in Section 4.1(ii)(a)), must be satisfied shall be considered by the Board on an RSU Vesting Determination Date which shall occur as soon as practicable following the end of the Performance Period applicable to such RSU but no later than the 30th day of November in the third calendar year following the date such RSU was granted, and on that RSU Vesting Determination Date the Board shall meet and, in its sole and absolute discretion, shall determine and declare whether or not such conditions for the RSU have been satisfied within the applicable Performance Period, and,

(i) if so, the Board shall further declare and direct at that time that such RSU has Vested and shall be settled forthwith as set out in Section 4.5 below, and

(ii) if not, the Board shall declare that such RSU has not Vested and that it shall be forfeited and cancelled forthwith.

Section 4.5 Settlement of RSUs

(1) Subject to the Vesting and other conditions and provisions in this Plan and in an applicable RSU Agreement, each Vested RSU in the Participant's Account shall be settled on the applicable RSU Settlement Date but no later than the date that is 15 days prior to the Tax Act Deadline Date applicable to such RSUs, by delivery of one Share, or payment of Cash Equivalent, to the Participant, and in the case of settlement of more than one RSU, settlement may be a combination thereof, all as determined by the Board, in its sole and absolute discretion at the time of such settlement.

(2) Settlement shall be effected:

(i) in the case of settlement of an RSU for its Cash Equivalent, by delivery of a cheque representing the Cash Equivalent to the Participant or such Participant's legal representatives;

(ii) in the case of settlement of an RSU for Shares (which may include Shares purchased in the secondary market by a trustee or administrative agent appointed by the Board):

(a) by delivery to the Participant or such Participant's legal representatives of a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant or such Participant's legal representative shall be entitled to receive; or

(b) in the case of Shares issued in uncertificated form, by issuance of the aggregate number of Shares as the Participant or such Participant's legal representatives shall be entitled to receive in book form on the register of the shareholders of the Company maintained by the transfer agent and registrar of the Shares; and

(c) in either case (a) or (b), such settlement of the RSUs for Shares shall be in compliance and in accordance with TSX Venture Exchange Policy 4.4 "Security Based Compensation";

(iii) in the case of settlement of the RSUs for a combination of Shares and the Cash Equivalent, a combination of (i) and (ii) above.

(3) Should the RSU Settlement Date fall within a Black-Out Period, the RSU Settlement Date shall be extended until the tenth (10th) Business Day after the end of such Black-Out Period.

(4) Notwithstanding anything in this Plan, if, for any reason, an RSU Settlement Date for a Vested RSU has not occurred by the tenth (10th) Business Day preceding the Tax Act Deadline Date applicable to such RSU, then the final RSU Settlement Date for such RSU shall be the third (3rd) Business Day preceding the Tax Act Deadline Date, and if a Black-Out is in effect on such final Settlement Date:

(i) all RSUs which are to be settled on such final RSU Settlement Date shall be settled only in Shares;

(ii) the Board shall determine the Market Value of such Shares in accordance with subsection (ii) of the definition of Market Value;

(iii) the Company shall take all reasonable steps to restrict trading in such Shares until the Business Day after the end of the Black-Out Period;

(iv) if, after considering the Market Value of the Shares following the end of the 5th Business Day following the Black-Out Period, the Board in its sole and absolute discretion decides that an adjustment to the price at which such Shares were issued is warranted to accord with the Market Value on such 5th Business Day, the Board shall amend the resolution by which it issued such shares, may enter the new issue price on its records and shall cause any and all relevant filings under the Income Tax Act to reflect such new issue price;

(v) in the event of an adjustment to the issue price of a Share pursuant to Section 4.5(4)(iv), the provisions of Section 8.2(2) shall apply and the Company may extend any trading restriction effected pursuant to Section 4.5(4)(ii) until it is in a position to remit applicable withholding tax pursuant to Article 8.

Section 4.6 Determination of Amounts

(1) For purposes of determining the Cash Equivalent of RSUs to be paid pursuant to Section 4.5, the calculation thereof will be made on the RSU Settlement Date based on the Market Value on that date, multiplied by the number of Vested RSUs in the Participant's Account to settle in cash.

(2) For the purposes of determining the number of Shares to be issued or delivered to a Participant upon settlement of RSUs pursuant to Section 4.5, the calculation will be made on the RSU Settlement Date based on the whole number of Shares equal to the whole number of Vested RSUs in the Participant's Account which are to settle in Shares.

Section 4.7 Dividend Equivalents

(1) After the grant of RSUs, and up until the Settlement Date for such RSU, but not thereafter, Dividend Equivalents shall be accrued in a Participant's Account on such RSU whether or not it has Vested and whether or not actual payment of the corresponding dividend is after such Settlement Date, but such Dividend Equivalents shall not be funded or paid unless and until the Board declares, on an applicable RSU Vesting Determination Date, that the RSU on which such Dividend Equivalent has been accrued has Vested and shall be settled.

(2) At the time a Vested RSU is settled, the Dividend Equivalents accrued in the Participant's Account in respect of such RSU shall be funded and paid to the Participant in cash concurrently with settlement of such RSU.

(3) At the time of a declaration by the Board on an applicable RSU Vesting Determination Date that an RSU has not Vested and that such RSU shall be forfeited by the Participant and cancelled, all Dividend Equivalents accrued in respect of such RSU shall also be forfeited by the Participant and cancelled;

(4) If any RSU is forfeited by the Participant and cancelled under section 4.2(1) because it has not been settled by the Tax Act Deadline Date applicable to such RSU, all Dividend Equivalents accrued in respect of such RSU shall also be forfeited by the Participant and cancelled on the applicable Tax Act Deadline Date.

ARTICLE 5
DSUs

Section 5.1 Grant of DSUs

(1) Subject to the rules of the Exchange, the provisions in this Plan, and any required shareholder or regulatory approval, the Board may, from time to time, in its sole and absolute discretion and by resolution, grant DSUs to one or more eligible Participants and the Board shall thereupon cause a DSU Agreement evidencing such grant and the applicable conditions, to be executed and delivered to each Participant to whom a DSU is granted.

(2) The only condition to Vesting of a DSU is the passage of a year following grant during which the Participant's Departure Date has not occurred and the only condition to redemption of a DSU is that the Participant's Departure Date has occurred.

(3) A grant of a DSU is, for purposes of the Income Tax Act, considered to be pursuant to a prescribed plan or arrangement between the Company or a Subsidiary and a Participant under which the Participant may or shall receive an amount that may reasonably be attributable to duties of an office or employment performed by the Participant on behalf of the Company or Subsidiary where:

(i) all amounts that may be received under the arrangement shall be received after the time of the Participant's death or Retirement from, or loss of, the Participant's office or employment and no later than the end of the first calendar year commencing thereafter, and

(ii) the aggregate of all amounts each of which may be received under the arrangement depends on the fair market value of Shares at a time within the period that commences one year before the time of the Participant's death or Retirement from, or loss of, the office or employment and ends at the time the amount is received,

unless by reason of the arrangement or a series of transactions that includes the arrangement, the Participant or a Person with whom the Participant does not deal at arm's length is entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the fair market value of the Shares or of the shares of a corporation related to the Company or Subsidiary.

(4) A DSU Agreement may contain any terms that the Board, in its sole and absolute discretion, considers necessary to comply with any provisions in the Income Tax Act, and with the laws, regulations and rules of any country or state, and with the requirements of any regulatory body or stock exchange, having jurisdiction or authority over the Company, the DSUs or the Shares.

Section 5.2 Tax Act Deadline Date

(1) All DSUs which have not been redeemed by the last day of the Tax Act Deadline Date applicable to a Participant shall be forfeited and cancelled.

Section 5.3 DSU Redemption

(1) No DSU Redemption Date shall occur and no DSU Redemption Notice shall be delivered until after the DSU has Vested and after the Participant's Departure has taken place.

(2) At any time and from time to time after a Participant's DSUs have Vested and after the Participant's Departure has taken place, but before the first day of the month of July in the year in which the Tax Act Deadline Date for such Participant occurs, the Participant shall be entitled to deliver up to three separate Redemption Notices in respect of the DSUs in the Participant's Account, as provided in Section 5.3(3).

(3) One Redemption Notice may be delivered for all of the DSUs in the Participant's Account, specifying up to three dates on which DSUs are to be redeemed, and up to three separate Redemption Notices may be delivered at different times, and each such Redemption Notice may specify an individual date upon which, and the individual portion of the DSUs in the Participant's Account which, are to be redeemed on each date, provided that the aggregate number of DSUs which are the subject of Redemption Notices cannot exceed the aggregate number of DSUs in the Participant's Account, and further provided that in no case shall any Redemption Notice specify a date or dates for redemption which will occur after the Tax Act Deadline Date for such Participant occurs.

Section 5.4 Redemption of DSUs

(1) Subject to the Vesting and other conditions and provisions in this Plan and in the applicable DSU Agreement, each Vested DSU in the Participant's Account shall be redeemed on the applicable DSU Redemption Date by delivery of one Share, or payment of Cash Equivalent, to the Participant, and redemption of DSUs may be a combination thereof, all as determined by the Board, in its sole and absolute discretion at the time of such redemption.

(2) Redemption shall be effected:

(i) in the case of redemption of DSUs for Cash Equivalent, by delivery of a cheque representing the Cash Equivalent to the Participant or such Participant's legal representative;

(ii) in the case of redemption of DSUs for Shares (which may include Shares purchased in the secondary market by a trustee or administrative agent appointed by the Board):

(a) by delivery to the Participant or such Participant's legal representatives of a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant or such Participant's legal representative shall be entitled to receive; or

(b) in the case of Shares issued in uncertificated form, by issuance of the aggregate number of Shares as the Participant or such Participant's legal representatives shall be entitled to receive in book form on the register of the shareholders of the Company maintained by the transfer agent and registrar of the Shares; and

(c) in either case (a) or (b), such redemption of the DSUs for Shares shall be in compliance and in accordance with TSX Venture Exchange Policy 4.4 "Security Based Compensation";

(iii) in the case of redemption of DSUs for a combination of Shares and the Cash Equivalent, a combination of the methods described in Sections 5.4(2)(i) and 5.4(2)(ii).

All Dividend Equivalents on such DSUs shall also be paid in cash or by cheque on the Redemption Date.

(3) Should the DSU Redemption Date fall within a Black-Out Period, the DSU Redemption Date shall be extended until the tenth (10th) Business Day after the end of such Black-Out Period.

(4) Notwithstanding anything in this Plan and whether or not redemption notices for all DSUs in a Participant's Account have been delivered, if, for any reason, a DSU Redemption Date for all Vested DSUs remaining in the Participant's Account has not occurred by the last Business Day in November of the year in which the Tax Act Deadline Date for such Participant occurs, the remaining Vested DSUs in the Participant's Account shall automatically be redeemed on the 5th Business Day of December of such year.

(5) If any DSU Redemption Date, including in the case of an automatic redemption pursuant to Section 5.4(4), falls on a day when a Black-Out is in effect:

(i) all DSUs which are to be redeemed on such DSU Redemption Date shall be redeemed only in Shares;

(ii) the Board shall determine the Market Value of such Shares in accordance with subsection (ii) of the definition of Market Value;

(iii) the Company shall take all reasonable steps to restrict trading in such Shares until the Business Day after the end of the Black-Out Period;

(iv) if, after considering the Market Value of the Shares following the end of the 5th Business Day following the Black-Out Period, the Board in its sole and absolute discretion decides that an adjustment to the price at which such Shares were issued is warranted to accord

with the Market Value on such 5th Business Day, the Board shall amend the resolution by which it issued such shares, enter the adjusted issue price on its records and cause any and all relevant filings under the Income Tax Act to reflect such adjusted issue price;

(v) in the event of an adjustment to the issue price of a Share pursuant to Section 5.4(5)(iv), the provisions of Section 8.2(2) shall apply in respect of the adjusted issue price of the redeemed Shares and the Company may extend any trading restriction effected pursuant to Section 5.4 until it has received the applicable withholding tax pursuant to Section 8.2(2).

Section 5.5 Determination of Amounts

(1) For purposes of determining the Cash Equivalent of DSUs to be paid pursuant to Section 5.4, the calculation thereof will be made on the applicable DSU Redemption Date based on the Market Value on that date, multiplied by the number of Vested DSUs in the Participant's Account then being redeemed for cash.

(2) For the purposes of determining the number of Shares to be issued or delivered to a Participant upon Redemption of DSUs pursuant to Section 5.4, the calculation will be made on the applicable DSU Redemption Date based on the whole number of Shares equal to the whole number of Vested DSUs in the Participant's Account which are then being redeemed for Shares.

Section 5.6 Dividend Equivalents

(1) After the grant of a DSU and up until the Redemption Date for such DSU, but not thereafter, Dividend Equivalents shall be accrued in a Participant's Account on such DSU whether or not it has Vested and whether or not actual payment of the corresponding dividend is after such Redemption Date, but such Dividend Equivalent shall not be funded or paid unless and until the DSU on which such Dividend Equivalent has been accrued is redeemed.

(2) At the time a Vested DSU is redeemed, the Dividend Equivalents accrued in the Participant's Account in respect of such DSU shall be funded and paid to the Participant in cash concurrently with Redemption of such DSU.

(3) If any DSU is forfeited by the Participant and cancelled under section 5.2(1) because it has not Vested or because it has not been redeemed by the Tax Act Deadline Date applicable to the Participant, all Dividend Equivalents accrued in respect of such DSU shall also be forfeited by the Participant and cancelled on such Tax Act Deadline Date.

ARTICLE 6
GENERAL CONDITIONS

Section 6.1 General Conditions Applicable to Awards

(1) **Employment**. Notwithstanding any express or implied term of this Plan to the contrary,

(i) the granting of an Award shall in no way be construed as a guarantee of employment or other service relationship with the Company or a Subsidiary;

(ii) the grant of an Award shall not impose upon the Company or any Subsidiary any obligation to retain a Participant in its employ or service in any capacity;

(iii) nothing contained in this Plan or in any Award shall interfere in any way with any rights

of the Company or any Subsidiary in connection with the employment, retention or termination of any such Participant;

(iv) the loss of existing or potential profit in Shares underlying Awards shall not constitute a basis for any claim for damages in any legal claim by a Participant for wrongful termination of office, employment or service.

(v) a Person shall have no right to be a Participant or receive Awards, and the Board shall have the sole and absolute discretion to admit any Person as a Participant and to grant any Awards to such Person;

(vi) participation in the Plan shall be entirely voluntary and any decision by a Person not to participate shall not affect that Person's relationship or employment with the Company or a Subsidiary.

(2) Neither a Person's admission to the Plan as a Participant, nor any grant of an Award, shall confer upon such Participant the right to receive any other Award, or confer upon any other Person, whether or not a Participant, the right to receive an Award, provided that, subject to the limits set forth in Section 2.5, no grant shall preclude any Participant from receiving any other Award at any time.

(3) **Rights as a Shareholder**. Neither the Participant nor such Participant's personal representatives shall have any rights whatsoever as a shareholder in respect of any Shares which are subject to an Award unless and until Shares have actually been issued and delivered pursuant to the exercise, settlement or redemption, as the case may be, of such Award.

(4) **Conformity to Plan**. In the event that an Award is granted or a Grant Agreement is executed which does not conform in all particulars with the provisions of the Plan, or which purports to grant Awards on terms different from those set out in the Plan, such Award or Grant Agreement shall not be in any way void or invalidated, but such Award or grant will be subject to and governed by the applicable provisions of this Plan in lieu of, and notwithstanding, such non-conformity.

(5) **Non-Transferability of Awards**. Each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of a Participant who dies, and no Award shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered;

(6) **Ceased Subsidiary**. Except as otherwise provided in this Plan, or unless the Board in its sole and absolute discretion permits, if a Subsidiary ceases to be a Subsidiary, Awards previously granted that, to a Person who is a Participant solely because such Person is a Director, Officer, Employee or Consultant of such Subsidiary and not of the Company itself, whether or not then exercisable, shall automatically terminate on the date of such cessation.

Section 6.2 Effects on Awards on Termination, Certain Departures and Death

(1) **Termination for Cause**. A notice of Termination for Cause or a Sanction for Cause, as the case may be, shall be binding on the Participant for all purposes of this Plan and shall have effect immediately, all Options and all DSUs held by such Participant, whether or not such Options and DSUs have Vested, along with any RSUs held by such Participant which have not Vested, shall terminate and be void automatically and immediately on the Termination Date or Sanction Date, as the case may be.

(2) **Termination without Cause**. A notice of Termination without Cause shall be binding on the Participant for all purposes of this Plan and shall have effect immediately, and:

(i) any Option held by such Participant which has not Vested shall terminate and be void automatically and immediately on the Termination Date,

(ii) any Vested Option held by such Participant shall remain exercisable until the earliest to occur of:

(a) the expiry date in the applicable Option Agreement,

(b) the 90th day following the Termination Date,

(c) such date within the 12-month period following the Termination Date as the Board, in its sole and absolute discretion (subject to the policies of the Exchange), may determine,

after which the Option will expire,

(iii) any RSU and any DSU held by the Participant which has not Vested shall terminate and be void automatically and immediately on the Termination Date,

(iv) any Vested RSU held by the Participant shall be settled at the times in, and in accordance with, Article 4, and

(v) any Vested DSU held by the Participant shall be redeemed at the times in, and in accordance with, Article 5.

(3) **Departure Due To Resignation, Permanent Disability or Retirement**. If a Participant Departs by reason of a resignation, permanent disability or Retirement,

(i) any Option held by such Participant which has not Vested shall terminate and be void automatically and immediately on the Participant's Departure Date,

(ii) any Vested Option held by such Participant shall remain exercisable until the earliest to occur of:

(a) the expiry date in the applicable Option Agreement,

(b) the 90th day following the Participant's Departure Date,

(c) such date within the 12-month period following the Participant's Departure Date as the Board, in its sole and absolute discretion (subject to the policies of the Exchange), may determine,

after which the Option will expire,

(iii) any RSU and any DSU held by the Participant which has not Vested shall terminate and be void automatically and immediately on the Participant's Departure Date,

(iv) any Vested RSU held by the Participant shall be settled at the times in, and in accordance with, Article 4, and

(v) any Vested DSU held by the Participant shall be redeemed at the times in, and in accordance with, Article 5.

(4) **Death**. Except in the case of Investor Relations Service Providers, if a Participant dies, the Board, in its sole and absolute discretion, may, within the 30 days following the Participant's date of death, accelerate the Vesting of the Awards held by such Participant, and if it does so all such Awards shall be deemed to have Vested on such date of death, provided that if the Board in its sole and absolute discretion, does not so accelerate Vesting, then

(i) any Option held by such Participant which has not, or is not deemed to be, Vested on the Participant's date of death shall terminate and be void automatically and immediately on such date of death, and

(ii) any Option held by the Participant which has, or is deemed to be, Vested on the Participant's date of death, shall remain exercisable by the Participant's legal representatives until the earliest to occur of:

(a) the expiry date in the applicable Option Agreement,

(b) last day of the 12-month period following the date of death,

after which the Option will expire,

(iii) any RSU and any DSU held by the Participant which has not Vested shall terminate and be void automatically and immediately on the Participant's date of death,

(iv) any Vested RSU held by the Participant shall be settled at the times in, and in accordance with, Article 4, and

(v) any Vested DSU held by the Participant shall be redeemed at the times in, and in accordance with, Article 5.

SECTION 6.3 LIMITS ON SETTLEMENT OF RSUS IN CERTAIN EVENTS

(1) **Termination for Cause or Sanction.** A notice of Termination for Cause shall be binding on the Participant for all purposes of this Plan and shall have effect immediately, and any RSU in such Participant's Account,

(i) which has not Vested prior to or on the Termination Date, together with any Dividend Equivalents related thereto, shall be cancelled and forfeited automatically and immediately on the Termination Date and the Participant shall not receive any payment in lieu of such cancelled and forfeited RSUs and Dividend Equivalents,

(ii) which has Vested prior to or on the Termination Date, together with any Dividend Equivalents related thereto, if not previously settled, shall be settled pursuant to Article 4 of the Plan on the applicable RSU Settlement Date but no later than the last day of the Restriction Period applicable to such RSU.

(2) **Termination without Cause**. A notice of Termination without Cause shall be binding on the Participant for all purposes of this Plan and shall have effect immediately, and any RSU in such Participant's Account,

(i) which has not Vested prior to or on the Termination Date, and any such RSU which does not Vest within the 12 month period following the Termination Date if the Board, in its absolute and sole discretion, (subject to the policies of the Exchange), so permits, together with any Dividend Equivalents related thereto, shall be cancelled and forfeited

automatically on the Termination Date, or as the case may be, at the end of such 12 month period, and the Participant shall not receive any payment in lieu of such cancelled and forfeited RSUs and Dividend Equivalents,

(ii) which has Vested prior to or on the Termination Date, or which Vests within the 12 month period following the Termination Date if the Board, in its absolute and sole discretion, (subject to the policies of the Exchange), permitted it to do so, together with any Dividend Equivalents related thereto, if not yet settled prior to the end of such 12 month period, shall be settled pursuant to Article 4 of the Plan on the applicable RSU Settlement Date but no later than the last day of the Restriction Period applicable to such RSU.

(3) **Departure Due to Resignation, Permanent Disability or Retirement**. If a Participant Departs by reason of Resignation, permanent disability or Retirement, any RSU in such Participant's Account,

(i) which has not Vested prior to or on the Departure Date, and any such RSU which does not Vest within the 12 month period following the Departure Date if the Board, in its absolute and sole discretion, (subject to the policies of the Exchange), so permits, together with any Dividend Equivalents related thereto, shall be cancelled and forfeited automatically on the Departure Date, or, as the case may be, at the end of such 12 month period, and the Participant shall not receive any payment in lieu of such cancelled and forfeited RSUs and Dividend Equivalents,

(ii) which has Vested prior to or on the Departure Date, or which Vests within the 12 month period following the Departure Date if the Board, in its absolute and sole discretion, (subject to the policies of the Exchange), permitted it to do so, together with any Dividend Equivalents related thereto, if not yet settled prior to the end of such 12 month period, shall be settled pursuant to Article 4 of the Plan on the applicable RSU Settlement Date but no later than the last day of the Restriction Period applicable to such RSU.

(4) **Death**. If a Participant Departs by reason of Death, any RSU in such Participant's Account:

(i) which has not Vested prior to or on the Departure Date, and any such RSU which does not Vest within the 12-month period following the Departure Date, together with any Dividend Equivalents related thereto, shall be cancelled and forfeited automatically at the end of such 12-month period following the Date of death, and the Participant's legal representatives shall not receive any payment in lieu of such cancelled and forfeited RSU and Dividend Equivalents,

(ii) which has Vested prior to or on the date of Death, or which Vests within the 12-month period following the date of Death together with any Dividend Equivalents related thereto, if not yet settled prior to the end of such 12-month period, shall be settled pursuant to Article 4 of the Plan on the applicable RSU Settlement Date but no later than the Tax Act Deadline Date applicable to such RSU.

SECTION 6.4 LIMITS ON REDEMPTION OF DSUS IN CERTAIN CIRCUMSTANCES

(1) **Termination for Cause (including Sanction).** A notice of Termination for Cause shall be binding on the Participant for all purposes of this Plan and shall have effect immediately on the Termination Date, and

(i) no further DSU shall be Awarded to such Participant on or after the Termination Date,

(ii) any DSU in the Participant's Account which has not Vested prior to or on the Termination

Date, together with any Dividend Equivalents related thereto, shall be cancelled and forfeited automatically and immediately on the Termination Date and the Participant shall not receive any payment in lieu of such cancelled and forfeited DSU and Dividend Equivalents,

(iii) which has Vested prior to the Termination Date, together with any Dividend Equivalents related thereto, if not previously redeemed, shall remain subject to redemption and payment and shall be redeemed and paid in the manner provided in Article 5 and on the Redemption Date specified in the Redemption Notice applicable to such DSU, and no later than the Tax Act Deadline Date applicable to such Participant.

(2) **Departure for Any Reason other than Termination for Cause.** A Departure (other than a Termination for Cause) shall have effect immediately as of the Departure Date, and

(i) no further DSU shall be Awarded to such Participant on or after such Departure Date,

(ii) any DSU in the Participant's Account which has not Vested prior to or on the Departure Date, together with any Dividend Equivalents accrued on such DSU, shall be cancelled and forfeited automatically and immediately on the Departure Date and the Participant shall not receive any payment in lieu of such cancelled and forfeited DSU and Dividend Equivalents,

(iii) which has Vested prior to the Departure Date, together with any Dividend Equivalents accrued on such DSU, if not previously redeemed, shall remain subject to redemption and payment and shall be redeemed and paid in the manner provided in Article 5 and on the Redemption Date specified in the Redemption Notice applicable to such DSU, and no later than the last day of the Tax Act Deadline Date applicable to such Participant.

ARTICLE 7
ADJUSTMENTS AND AMENDMENTS

SECTION 7.1 ADJUSTMENT TO SHARES

(1) In the event of

(i) any subdivision of the Shares into a greater number of Shares,

(ii) any consolidation of Shares into a lesser number of Shares,

(iii) any reclassification, reorganization or other change affecting the Shares,

(iv) any merger, amalgamation, arrangement or consolidation of the Company with or into another corporation, or

(v) any distribution to all holders of Shares or other securities in the capital of the Company, of cash, evidences of indebtedness or other assets of the Company (excluding an ordinary course dividend in cash or Shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Company or a Subsidiary or cash proceeds of the disposition of such a Subsidiary or business unit)

(vi) or any transaction or change having a similar effect,

then the Board shall in its sole and absolute discretion, subject to any required approval of the Exchange

or other competent regulatory body, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of an Award in connection with such occurrence or change, including:

(vii) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;

(viii) adjustments to the number of Shares to which the Participant is entitled upon exercise of such Award; or

(ix) adjustments to the number or kind of Shares reserved for issuance pursuant to the Plan.

SECTION 7.2 CHANGE OF CONTROL

(1) Upon a Change of Control, subject to the sole and absolute discretion of the Board and subject to prior receipt of any required approval of the Exchange or other competent regulatory body, all Awards then outstanding shall Vest immediately, provided that all other terms and conditions governing the exercise, settlement and redemption, as the case may be, of each such Award shall continue to apply.

(2) Notwithstanding Section 6.2(1), there can be no acceleration of the Vesting requirements applicable to Options held by any Investor Relations Service Provider without the prior written approval of the Exchange;

(3) The Board may, in its sole and absolute discretion, subject to Section 7.3, modify the terms of this Plan and/or the Awards to assist Participants to tender into a take-over bid or to take part in any other transaction involving their Awards in the course of a Change of Control.

SECTION 7.3 AMENDMENT OR DISCONTINUANCE OF THE PLAN

(1) The Board may suspend or terminate the Plan at any time, provided that any terms and conditions governing any Award then outstanding shall continue to apply, including all terms and conditions pertaining to any Restriction Period applicable to such Award and all terms and conditions governing the dates before which such Award must be exercised, settled or redeemed.

(2) The Board may from time to time, in its sole and absolute discretion and without approval of the shareholders of the Company amend any provision of this Plan or any Award, subject to prior Exchange approval and the approval of any other competent regulatory authority at the time of such amendment, including:

(i) any amendment necessary to comply with applicable law or the requirements of the Exchange or any other competent regulatory authority; and

(ii) any amendments of a "housekeeping" nature, including amendments to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors, or amend the definitions in the Plan.

(3) Notwithstanding Section 7.3(2):

(i) no such amendment shall alter or impair the rights of any Participant, without the consent of such Participant except as permitted by the provisions of the Plan;

(ii) while the Exchange is the TSX Venture Exchange the Company shall be required to obtain

disinterested shareholder approval in accordance with TSX Venture Exchange Policy 4.4 "Security Based Compensation", and prior Exchange approval, as a condition of any of the following amendments:

(a) any increase to the maximum number of Shares issuable under the Plan (either as a fixed number or fixed percentage of the outstanding Shares), except in the event of an adjustment pursuant to Section 7.1;

(b) any amendment to an Option held by an Insider of the Company;

(c) any amendment which extends the expiry date of any Award or a Restriction Period applicable to any Award;

(d) except in the case of an adjustment pursuant to Article 7, any amendment which reduces the Option Price, or any cancellation of an Option that is replaced by an Option with a lower Option Price;

(e) any amendment which increases the maximum number of Shares that may be (i) issuable to Insiders at any time; or (ii) issued in a one-year period under the Plan and all other Share Compensation Arrangements to Insiders, except in case of an adjustment pursuant to Article 7;

(f) any amendment to the definition of a Participant under the Plan; and

(g) any amendment to the amendment provisions of the Plan.

(4) Notwithstanding anything in the Plan or in any Award, no amendment of the Plan or any Award shall cause such Plan or Award to become a deferred salary arrangement under section 248(1) of the Income Tax Act or under the Regulations made thereunder and any amendment which would make the Plan or Award such a deferred salary arrangement shall be void *ab initio*.

SECTION 7.4 TSX VENTURE EXCHANGE APPROVAL OF ADJUSTMENTS

(1) While the Shares are listed for trading on the TSX Venture Exchange, any adjustment to an Award pursuant to the provisions hereof, other than in connection with a subdivision of the Shares into a greater number of Shares or a consolidation of Shares into a lesser number of Shares, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization, shall be subject to the prior approval of the TSX Venture Exchange.

ARTICLE 8
MISCELLANEOUS

SECTION 8.1 USE OF AN ADMINISTRATIVE AGENT AND TRUSTEE

(1) The Board may in its sole and absolute discretion, and in accordance with TSX Venture Exchange Policy 4.4 "Security Based Compensation", Section 4.14, appoint from time to time one or more entities to act as administrative agent or trustee to administer the Awards granted under the Plan, including for the purposes of making secondary market purchases of Shares for delivery on settlement of an Award, if applicable, and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under the Plan, all in accordance with terms and conditions determined by the Board in its sole and absolute discretion.

(2) The Company and any administrative agent will maintain records showing the number of Awards

granted to each Participant, the exercise by each participant of Options, the settlement or cancellation of each RSU in a Participant's Account, and the redemption or cancellation of each DSU held in a Participant's Account.

Section 8.2 Tax Withholding

(1) Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant or such Participant's legal representatives under the Plan shall be made net of such withholdings, including in respect of applicable taxes and source deductions, as the Company determines.

(2) If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding may be satisfied in such manner as the Company determines, including by

(i) having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar or any trustee appointed by the Company pursuant to Section 8.1 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities, or

(ii) any other mechanism as may be required or determined by the Board, in its sole and absolute discretion, as appropriate.

(3) Notwithstanding Section 8.2(1), the applicable tax withholdings may be waived where a Participant directs in writing that a payment be made directly to the Participant's Registered Retirement Savings Plan in circumstances to which subsection 100(3) of the regulations made under the Income Tax Act apply.

Section 8.3 Clawback

(1) Notwithstanding any other provisions in this Plan, any Award, Share or payment which the Board, in its sole and absolute discretion, determines to be subject to recovery under any law, government regulation or stock exchange listing requirement or under any policy adopted by the Company, will be subject to such set offs, holdbacks, deductions, forfeitures and clawbacks as the Board, in its absolute and sole discretion, may determine, and neither the Board nor the Company nor any Person, other than the Participant and the legal representatives of a Participant, shall have any liability for any consequences, including tax consequences, of such determinations.

Section 8.4 Legal Compliance

(1) The Plan, the grant of any Award, the terms and conditions of any Award, the exercise of any Option, the settlement of any RSU, the redemption of any DSU and the issuance of Shares in respect of any Awards, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, and the policies of stock exchanges,, if any, which govern the Company, and to the prior receipt of such approvals by any regulatory or governmental agency and any stock exchange which the Board, in its sole and absolute discretion, determines to be applicable to the Company in that regard, and the Company shall not be obligated to grant any Award or to issue Shares in violation of such laws, rules and regulations or any condition of such approvals.

(2) No Award shall be granted, and no Share shall be issued or delivered, where such grant, issue, or delivery would require prior registration of the Plan, or of such Award or of such Share under the laws of any jurisdiction or the filing of any prospectus for the grant, issue or delivery, and any purported grant, issue or delivery in violation of this provision shall be void.

(3) The Company shall have no obligation to issue any Shares pursuant to this Plan unless such Shares shall have been conditionally listed on the Exchange.

(4) A Share issued or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable laws and regulations, including those of jurisdictions whose laws and regulations apply to a Participant whether or not they apply to the Company, and the Board may cause the certificate or direct registration notice representing such Share to bear a legend or legends restricting sale or resale of such Share as it in its sole and absolute discretion, determines to be necessary to comply with any such laws and regulations.

(5) If Shares cannot be issued or delivered to a Participant under an Award due to legal or regulatory restrictions, the obligation of the Company to issue or deliver such Shares shall terminate and any funds paid to the Company in connection with such Award will be returned to the Participant as soon as practicable.

Section 8.5 Reorganization of the Company

(1) The existence of any Awards shall not restrict in any way the right or power of the Company or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company, or to create or issue any bonds, debentures, Shares or other securities of the Company or to create any rights and conditions attaching to such Shares or securities, or to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

Section 8.6 Quotation of Shares

(1) So long as the Shares are listed on one or more stock exchanges, the Company will apply to such stock exchanges for the listing or quotation, as applicable, of any Shares delivered pursuant to Awards, however, the Company cannot guarantee that such Shares will be listed or quoted on any stock exchange.

Section 8.7 No Fractional Shares

(1) No fractional Shares shall be issued upon the exercise, settlement or redemption of any Award, and accordingly, if a Participant would become entitled to a fractional Share upon the exercise, settlement or redemption of such Award, or from an adjustment permitted by the terms of this Plan, such fractional Share shall be disregarded and the number of Shares to be issued shall be rounded down accordingly, without any payment or other adjustment in respect of such fractional Share.

Section 8.8 Governing Laws

(1) The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Section 8.9 Severability

(1) The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

Section 8.10 Effective Date of the Plan

(1) The Plan was adopted by the Board on July 7, 2026. It was approved by the shareholders of the Company on _____, 2026 and is effective as of that date.

SCHEDULE "B"

AUDIT AND RISK COMMITTEE CHARTER

1.0 Purpose of the Committee

1.1 The Audit and Risk Committee represents the Board in discharging its responsibility relating to the accounting, reporting and financial practices of the Company and its subsidiaries, and has general responsibility for oversight of internal controls, accounting and auditing activities and legal compliance of the Company and its subsidiaries. The Audit and Risk Committee also has the responsibility to identify and understand the principal risks to the Company and its business and to report such risks to the Board to ensure there are systems in place to effectively monitor and manage those risks with a view to the long-term viability of the Company and in order to achieve its long-term strategic objectives.

2.0 Members of the Committee

2.1 The Audit and Risk Committee shall consist of no less than three Directors a majority of whom shall be "independent" as defined under National Instrument 52-110, while the Company is in the developmental stage of its business. The members of the Committee shall be selected annually by the Board and shall serve at the pleasure of the Board.

2.2 Each Member of the Audit and Risk Committee must be "financially literate" as defined under Multilateral Instrument 52-110, having sufficient accounting or related financial management expertise to read and understand a set of financial statements, including the related notes, that present a breadth and level of complexity of the accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

3.0 Meeting Requirements

3.1 The Committee will, where possible, meet on a regular basis, and will hold special meetings as it deems necessary or appropriate in its judgment. Meetings may be held in person or telephonically and shall be at such times and places as the Committee determines. Without meeting, the Committee may act by unanimous written consent of all members which shall constitute a meeting for the purposes of this charter.

3.2 A majority of the members of the Committee shall constitute a quorum.

4.0 Duties and Responsibilities

4.1 The Audit and Risk Committee's function is one of oversight only and shall not relieve the Company's management of its responsibilities for preparing financial statements which accurately and fairly present the Company's financial results and conditions or the responsibilities of the external auditors relating to the audit or review of financial statements. Specifically, the Audit Committee will:

(a) have the authority with respect to the appointment, retention or discharge of the independent public accountants as auditors of the Company (the "auditors") who perform the annual audit in accordance with applicable securities laws, and who shall be ultimately accountable accountable to the Board through the Audit and Risk Committee;

(b) review with the auditors the scope of the audit and the results of the annual audit examination by the auditors, including any reports of the auditors prepared in connection with the annual audit;

(c) review information, including written statements from the auditors, concerning any

relationships between the auditors and the Company or any other relationships that may adversely affect the independence of the auditors and assess the independence of the auditors;

(d) review and discuss with management and the auditors the Company's audited financial statements and accompanying Management's Discussion and Analysis of Financial Conditions ("MD&A"), including a discussion with the auditors of their judgments as to the quality of the Company's accounting principles and report on them to the Board;

(e) review and discuss with management the Company's interim financial statements and interim MD&A and report on them to the Board;

(f) pre-approve all auditing services and non-audit services provided to the Company by the auditors to the extent and in the manner required by applicable law or regulation. In no circumstances shall the auditors provide any non-audit services to the Company that are prohibited by applicable law or regulation;

(g) evaluate the external auditor's performance for the preceding fiscal year, reviewing their fees and making recommendations to the Board;

(h) periodically review the adequacy of the Company's internal controls and ensure that such internal controls are effective;

(i) review changes in the accounting policies of the Company and accounting and financial reporting proposals that are provided by the auditors that may have a significant impact on the Company's financial reports, and report on them to the Board;

(j) oversee and annually review the Company's Code of Business Conduct and Ethics;

(k) approve material contracts where the Board of Directors determines that it has a conflict;

(l) establish procedures for the receipt, retention and treatment of complaints received by the Company regarding the audit or other accounting matters;

(m) where unanimously considered necessary by the Audit Committee, engage independent counsel and/or other advisors at the Company's expense to advise on material issues affecting the Company which the Audit Committee considers are not appropriate for the full Board;

(n) satisfy itself that management has put into place procedures that facilitate compliance with the provisions of applicable securities laws and regulation relating to insider trading, continuous disclosure and financial reporting;

(o) review and monitor all related party transactions which may be entered into by the Company;

(p) periodically review the Company's risk governance framework and the guidelines, policies, and processes for monitoring and mitigating risks, which are available, including management's views on acceptable and appropriate levels of exposures, as well as regularly discuss major risk exposures and the steps management has taken to monitor and control such exposures, and review and discuss with management, the risks associated with cross border operations in line with international corruption/fraud legislation, and report to the Board any significant matters; and

(q) periodically review the adequacy of its charter and recommending any changes thereto to the Board.

5.0 Miscellaneous

Nothing contained in this Charter is intended to extend applicable standards of liability under statutory or regulatory requirements for the directors of the Company or members of the Committee. The purposes and responsibilities outlined in this Charter are meant to serve as guidelines rather than as inflexible rules and the Committee is encouraged to adopt such additional procedures and standards as it deems necessary from time to time.