

**KODIAK COPPER CORP.**  
Suite 1020-800 West Pender Street  
Vancouver, BC V6C 2V6

**NOTICE OF ANNUAL GENERAL MEETING**

**NOTICE** is hereby given that the Annual General Meeting (the "**Meeting**") of **KODIAK COPPER CORP.** (the "**Company**") will be held on **Tuesday, August 08, 2023** at 03:00 p.m. (Vancouver time) at 1020-800 West Pender Street, Vancouver, British Columbia V6C 2V6, for the following purposes:

1. To receive the Audited Consolidated Financial Statements of the Company for the financial year ending September 30, 2022, together with the Auditors' Report thereon.
2. To set the number of directors for the ensuing year at six (6).
3. To elect six (6) directors to hold office until the next annual general meeting of the Company.
4. To appoint Davidson & Company LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year, at a remuneration to be fixed by the directors.
5. To consider, and if thought fit, to pass an ordinary resolution to ratify, confirm and approve the Company stock option plans.
6. To transact such other business that may properly be brought before the Meeting and any adjournment or postponement of the Meeting.

An Information Circular accompanies this Notice. The Information Circular contains details of matters to be considered at the Meeting.

Shareholders are entitled to vote at the Meeting either in person or by proxy. If you are a registered shareholder of the Company and are unable to attend the Meeting in person, please complete, date and execute the accompanying form of proxy and deposit it with Endeavor Trust Corporation, 702 – 777 Hornby Street, Vancouver, BC V6Z 1S4, or follow the procedures for voting provided in the accompanying form of proxy, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the Meeting.

If you are a non-registered shareholder of the Company and received this Notice and accompanying materials through 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 your security on your behalf (the "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

Only holders of common shares of record as at the close of business on June 23, 2023, will be entitled to vote at the Meeting.

DATED at Vancouver, British Columbia, this 23<sup>rd</sup> day of June, 2023.

By Order of the Board of Directors  
**KODIAK COPPER CORP.**

“Claudia Tornquist”  
**CLAUDIA TORNQUIST**  
**CEO, President and Director**

**KODIAK COPPER CORP.**

1020- 800 West Pender Street  
Vancouver, BC V6C 2V6  
Telephone: 604-646-8351

**INFORMATION CIRCULAR**

**This information is given as of June 23, 2023 unless otherwise noted.**

**SOLICITATION OF PROXIES**

This Information Circular is furnished in connection with the solicitation of proxies by the management (the “**Management**”) of KODIAK COPPER CORP. (the “**Company**” and “**Kodiak**”), for use at the Annual General Meeting (the “**Meeting**”), of the shareholders (the “**Shareholders**”) of the Company, to be held on August 08, 2023, at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment(s) or postponement(s) thereof.

**PERSONS OR COMPANIES MAKING THE SOLICITATION**

**The enclosed instrument of proxy is solicited by management.** Solicitations will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of the Company. The Company may reimburse shareholders’ nominees or agents (including brokers holding shares on behalf of clients) for the cost incurred in obtaining authorization from their principals to execute the instrument of proxy. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company. None of the directors of the Company have advised management in writing that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.

**APPOINTMENT AND REVOCATION OF PROXIES**

This Information Circular is accompanied by a management instrument of proxy that permits registered shareholders who do not attend the Meeting in person to have their shares voted at the Meeting by a proxyholder appointed by the registered shareholder. The persons named in the accompanying instrument of proxy are directors or officers of the Company. **A shareholder has the right to appoint a person to attend and act for him on his behalf at the Meeting other than the persons named in the enclosed instrument of proxy. To exercise this right, the shareholder must strike out the names of the persons named in the instrument of proxy and insert the name of his nominee in the blank space provided or complete another instrument of proxy.**

**The completed instrument of proxy must be dated and signed and the duly completed instrument of proxy must be deposited at the Company’s transfer agent, Endeavor Trust Corporation, Suite 702, 777 Hornby Street, Vancouver, BC V6Z 1S4, at least 48 hours before the time of the Meeting or any adjournment(s) or postponement(s) thereof, excluding Saturdays, Sundays and holidays.**

The instrument of proxy must be signed by the shareholder or by their duly authorized attorney. If signed by a duly authorized attorney, the instrument of proxy must be accompanied by the original power of attorney or a notarially certified copy thereof. If the shareholder is a corporation, the instrument of proxy must be signed by a duly authorized attorney, officer, or corporate representative, and must be accompanied by the original power of attorney or document whereby the duly authorized officer or corporate representative derives their power, as the case may be, or a notarially certified copy thereof. The Chairman of the Meeting has discretionary authority to accept proxies that do not strictly conform to the foregoing requirements.

**In addition to revocation in any other manner permitted by law, a shareholder may revoke a proxy by**

- (a) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid,**
- (b) signing and dating a written notice of revocation (in the same manner as the instrument of proxy is required to be executed as set out in the notes to the instrument of proxy) and either depositing it at the place and within the time aforesaid or with the Chairman of the Meeting on the day of the Meeting or on the day of any adjournment(s) or postponement(s) thereof, or**
- (c) registering with the scrutineer at the Meeting as a registered shareholder present in person, whereupon**

such proxy shall be deemed to have been revoked.

### **VOTING OF SHARES AND EXERCISE OF DISCRETION OF PROXIES**

On any poll, the persons named as proxyholder in the enclosed instrument of proxy will vote the shares in respect of which they are appointed and, where directions are given by the shareholder in respect of voting for or against any resolution, will do so in accordance with such direction.

**IN THE ABSENCE OF ANY INSTRUCTION IN THE PROXY, IT IS INTENDED THAT SUCH SHARES WILL BE VOTED IN FAVOUR OF THE MOTIONS PROPOSED TO BE MADE AT THE MEETING AS STATED UNDER THE HEADINGS IN THIS INFORMATION CIRCULAR.** The Instrument of Proxy enclosed, when properly signed, confers discretionary authority with respect to amendments or variations to the matters which may properly be brought before the Meeting. At the time of printing this Information Circular, the Management is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any other matters which are not now known to the Management should properly come before the Meeting, the Proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the nominee.

### **ADVICE TO BENEFICIAL SHAREHOLDERS**

The following information is of significant importance to shareholders who do not hold shares in their own name. Beneficial shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by registered shareholders (those whose names appear on the records of the Company as the registered holders of shares).

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 most likely be registered under the names of the shareholder's broker or an agent of that broker. In Canada, the vast majority of such 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 depository for many U.S. brokerage firms and custodian banks).

Intermediaries are required 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. There are two kinds of beneficial owners - those who object to their name being made known to the issuers of securities which they own (called "OBOs" for "Objecting Beneficial Owners") and those who do not object to the issuers of the securities they own knowing who they are (called "NOBOs" for "Non-Objecting Beneficial Owners").

In the event that voting instructions are requested from OBOs or NOBOs, such instructions will typically be sought by the shareholder receiving a voting instruction form. If a form of voting instruction form is supplied to you by your broker, it will be similar to the proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and the United States. Broadridge obtains voting instructions by mailing a voting instruction form (the "**Broadridge VIF**") which appoints the same persons as the Company's proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a shareholder of the Company), other than the persons designated in the Broadridge VIF, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the Broadridge VIF. The completed Broadridge VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting.

If you plan to vote in person at the Meeting:

- nominate yourself as the appointee to attend and vote at the Meeting by printing your name in the space provided on the enclosed voting instruction form. Your vote will be counted at the Meeting so do NOT complete the voting instructions on the form;
- sign and return the form, following the instructions provided by your nominee; and

- register with the Scrutineer when you arrive at the Meeting.

You may also nominate yourself as appointee online, if available, by typing your name in the “Appointee” section on the electronic ballot.

If you bring your voting instruction form to the Meeting, your vote will not count. Your vote can only be counted if you have completed, signed and returned your voting instruction form in accordance with the instructions above and attend the Meeting and vote in person.

### **NOTICE AND ACCESS**

The Company has elected to use the “notice-and-access” provisions under National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* (the “**Notice-and-Access Provisions**”) for the Meeting. The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators intended to reduce the volume of materials which are mailed to shareholders by allowing a reporting issuer to post proxy-related materials in respect of a meeting of its shareholders online.

The Company will not use procedures known as “stratification” in relation to the use of the Notice-and-Access Provisions, meaning that both registered shareholders and Beneficial Shareholders will be mailed a notification of availability of Meeting materials directing them to those websites where they can access the Information Circular and other relevant information (the “**Notice-and-Access Notification**”). If you receive the Notice-and-Access Notification and would like to receive a paper copy of the Information Circular and the financial statements of the Company to be approved at the Meeting and the management’s discussion and analysis related to those financial statements (the “**Financial Statements**”), please follow the instructions printed on the Notice-and-Access Notification and the materials will be mailed to you at the Company’s expense.

The Company anticipates that notice-and-access will directly benefit the Company through substantial reductions in postage and printing costs. The Company believes that notice-and-access is more environmentally responsible to the extent that it reduces the large volume of paper documents generated by printing proxy-related materials.

Shareholders with questions about notice-and-access can call Endeavor Trust Corporation toll free at 1 888 787 0888.

The Meeting materials have been posted on the Company’s website at [www.kodiakcoppercorp.com](http://www.kodiakcoppercorp.com) and on the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) under the Company’s profile at [www.sedar.com](http://www.sedar.com). In order to receive a paper copy of this Information Circular and the Financial Statements, requests by shareholders may be made up to one year from the date the Information Circular is posted on the Company’s website by email to Endeavor Trust Corporation at [proxy@EndeavorTrust.com](mailto:proxy@EndeavorTrust.com) or by calling toll-free at 1-888-787-0888.

To ensure that a paper copy of the Information Circular can be delivered to a requesting shareholder in time for such shareholder to receive and review the Information Circular and return the completed instrument of proxy or voting instruction form prior to the deadline of at least 48 hours before the time of the Meeting or any adjournment(s) or postponement(s) thereof, excluding Saturdays, Sundays and holidays as set out under the heading “Appointment and Revocation of Proxies” in this Information Circular, it is strongly suggested that a shareholder’s request is received **no later than July 28, 2023**. The Information Circular will be sent to such shareholders within three business days of their request if such requests are made before the Meeting. Following the Meeting, the Information Circular will be sent to such shareholders within ten days of their request.

Those registered shareholders and Beneficial Shareholders with existing instructions on their account to receive printed materials will receive a printed copy of the Meeting materials.

Beneficial shareholders who are OBOs will not receive the Notice and Access Notification or the proxy materials unless their intermediary assumes the costs of delivery.

## **VOTING SHARES AND PRINCIPAL HOLDERS THEREOF**

On June 23, 2023, 63,812,058 common shares without par value were issued and outstanding, each share carrying the right to one vote. At a general meeting of the Company, on a show of hands, every shareholder present in person has one vote and, on a poll, every shareholder has one vote for each share of which he/she is the holder.

Only shareholders of record at the close of business on June 23, 2023, will be entitled to have their shares voted at the Meeting or any adjournment thereof.

To the knowledge of the directors and executive officers of the Company, no person beneficially owns or controls or directs, directly or indirectly, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company.

## **EXECUTIVE COMPENSATION**

### **Definitions: For the purpose of this Information Circular:**

“**Chief Executive Officer**” or “**CEO**” means an individual who acted as chief executive officer of the company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**Chief Financial Officer**” or “**CFO**” means an individual who acted as chief financial officer of the company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**closing market price**” means the price at which the company’s security was last sold, on the applicable date,

- (a) in the security’s principal marketplace in Canada, or
- (b) if the security is not listed or quoted on a marketplace in Canada, in the security’s principal marketplace;

“**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

“**equity incentive plan**” means an incentive plan, or portion of an incentive plan, under which awards are granted and that falls within the scope of IFRS2 Share-based Payment;

“**external management company**” includes a subsidiary, affiliate or associate of the external management company;

“**grant date**” means a date determined for financial statement reporting purposes under IFRS2 Share-based Payment;

“**incentive plan**” means any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period;

“**incentive plan award**” means compensation awarded, earned, paid, or payable under an incentive plan;

“**NEO**” or “**named executive officer**” means each of the following individuals:

- (a) a CEO;
- (b) a CFO;
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of

the most recently completed financial year whose total compensation was, individually, more than \$150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6 *Statement of Executive Compensation*, for that financial year; and

- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company, nor acting in a similar capacity, at the end of that financial year;

“**NI 52-107**” means National Instrument 52-107 Acceptable Accounting Principles, Auditing Standards and Reporting Currency;

“**non-equity incentive plan**” means an incentive plan or portion of an incentive plan that is not an equity incentive plan;

“**option-based award**” means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features;

“**plan**” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, securities, similar instruments or any other property may be received, whether for one or more persons;

“**replacement grant**” means an option that a reasonable person would consider to be granted in relation to a prior or potential cancellation of an option;

“**repricing**” means, in relation to an option, adjusting or amending the exercise or base price of the option, but excludes any adjustment or amendment that equally affects all holders of the class of securities underlying the option and occurs through the operation of a formula or mechanism in, or applicable to, the option; and

“**share-based award**” means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.

## **STATEMENT OF EXECUTIVE COMPENSATION**

In accordance with the provisions of applicable securities legislation, the Company had six (6) “**Named Executive Officers**” during the financial year ended September 30, 2022, namely, Claudia Tornquist, President and CEO, Mark Laycock, CFO, Tony Ricci, Former CFO, Jeff Ward, VP Exploration, Andrew Berry, VP Operations and Nancy Curry, VP Corporate Development.

## **COMPENSATION DISCUSSION AND ANALYSIS**

Other than as disclosed herein, each Named Executive Officer receives consulting fees or a salary, which constitute the largest share of the officer’s compensation package. Such consulting fees or salary are recognition for discharging job responsibilities and reflect the officer’s performance over time, as well as that individual’s particular experience and qualifications. A Named Executive Officer’s compensation is reviewed by the Board of Directors of the Company (the “**Board**”) on at least an annual basis and may be adjusted to take into account performance contributions for the year and to reflect sustained performance contributions over a number of years. Named Executive Officers are also eligible to receive discretionary bonuses as determined by the Board based on each officer’s responsibilities, his or her achievement of corporate objectives and the Company’s financial performance.

The Company currently relies on the recommendations of the Compensation and Governance Committee and Board discussion to determine the amount of compensation payable to the officers of the Company. The Compensation and Governance Committee consists of Chad Ulansky, Kevin Tomlinson, Steven Krause and Chris Taylor, all of whom are independent within the meaning of NI 52-110. The Board is of the view that the Compensation and Governance Committee collectively has the knowledge, skills, experience, and background to

make decisions on the suitability of the Company's compensation policies and practices. A description of such skills and experience of Mr. Taylor and Mr. Tomlinson is set out below and of Mr. Ulansky and Mr. Krause is set out in this Information Circular in Schedule "A" – *Relevant Education and Experience*. The amount of compensation paid to officers of the Company is also based upon the financial situation of the Company.

**Christopher Taylor**, Chairman. Mr. Taylor is a mining entrepreneur and founder of the Company. Mr. Taylor is a structural and economic geologist with more than 20 years of industry and research experience with both mid-tier producer and junior exploration companies. He was a founder and CEO & President of Great Bear Resources, which made a district-scale gold discovery in Canada and was taken over by Kinross Gold for \$1.8bn. Mr. Taylor is a former geologist with Imperial Metals exploring for copper porphyries in North America.

**Kevin Tomlinson**, Director. Mr. Tomlinson is the Non-Executive Chairman of Bellevue Gold, Non-Executive Chairman of Cygnus Metals and Non-Executive Director of Auteco Resources. Mr. Tomlinson spent over 20 years as a resources investment banker, M&A advisor and company director for companies including Centamin Plc, Orbis Gold and Medusa Mining. He is the former Chairman of Cardinal Resources, leading to its \$587 million sale to Shandong Gold. Mr. Tomlinson is a structural geologist and investment banker with over 40 years' experience in exploration, development and financing of mining projects globally in the North American, Australasian and European markets.

The Board has not conducted a formal evaluation of the implications of the risks associated with the Company's compensation policies. Risk management is a consideration of the Board when implementing its compensation policies and the Board does not believe that the Company's compensation policies result in unnecessary or inappropriate risk-taking including risks that are likely to have a material adverse effect on the Company.

#### **SHARE BASED AND OPTION BASED AWARDS**

The Company has in effect a stock option plan (the "**Stock Option Plan**") in order to provide effective incentives to directors, officers and senior management personnel and consultants of the Company and to enable the Company to attract and retain experienced and qualified individuals in those positions by permitting such individuals to directly participate in an increase in per share value created for the Company's Shareholders. The Company also has a restricted share unit (a "**RSU**") and deferred share unit (a "**DSU**") plan (the "**RSU & DSU Plan**"). The Company currently has no equity compensation plans other than the Stock Option Plan and the RSU & DSU Plan; no RSUs or DSUs have been granted. The Stock Option Plan and the RSU & DSU Plan are important parts of the Company's long-term incentive strategy for its executive officers. The Stock Option Plan and the RSU & DSU Plan are intended to reinforce commitment to long-term growth in profitability and shareholder value. The size of stock option grants to officers is dependent on each officer's level of responsibility, authority and importance to the Company and the degree to which such executive officer's long term contribution to the Company will be key to its long-term success. Previous grants of stock options are taken into account when considering new grants.

#### **USE OF FINANCIAL INSTRUMENTS**

The Company has a policy that prohibits a Named Executive Officer or director from purchasing financial instruments, including 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 Named Executive Officer or director. Management is not aware of any Named Executive or director purchasing such an instrument.

#### **COMPENSATION**

The following table sets out certain information respecting the compensation paid to the NEOs during the years ended September 30, 2022 September 30, 2021, and September 30, 2020:

**Summary Compensation Table**

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term incentive plans			
Claudia Tornquist President and CEO	2022	250,000 <sup>(2)</sup>	Nil	177,962 <sup>(1)</sup>	Nil	Nil	Nil	125,000 <sup>(2)</sup>	552,962
	2021	233,333 <sup>(2)</sup>	Nil	201,546	Nil	Nil	Nil	100,000	534,879
	2020	200,000 <sup>(2)</sup>	Nil	30,016	Nil	Nil	Nil	Nil	230,016
Mark Laycock CFO	2022	6,025	Nil	27,673	Nil	Nil	Nil	Nil	33,698
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Tony Ricci Former CFO	2022	Nil	Nil	88,981 <sup>(1)</sup>	Nil	Nil	Nil	82,500 <sup>(4)</sup>	171,481
	2021	Nil	Nil	87,337	Nil	Nil	Nil	90,000	177,337
	2020	Nil	Nil	20,368	Nil	Nil	Nil	90,000	110,368
Jeff Ward VP Exploration	2022	206,668 <sup>(5)</sup>	Nil	88,981 <sup>(1)</sup>	Nil	Nil	Nil	40,000 <sup>(5)</sup>	335,649
	2021	197,777 <sup>(5)</sup>	Nil	80,618	Nil	Nil	Nil	25,000	303,395
	2020	165,288 <sup>(5)</sup>	Nil	8,576	Nil	Nil	Nil	Nil	173,864
Andrew Berry VP Operations	2022	206,668 <sup>(6)</sup>	Nil	88,981 <sup>(1)</sup>	Nil	Nil	Nil	40,000 <sup>(6)</sup>	335,649
	2021	198,871 <sup>(6)</sup>	Nil	80,618	Nil	Nil	Nil	25,000	304,489
	2020	167,825 <sup>(6)</sup>	Nil	8,576	Nil	Nil	Nil	Nil	176,401
Nancy Curry VP Corporate Development	2022	92,550 <sup>(7)</sup>	Nil	88,981 <sup>(1)</sup>	Nil	Nil	Nil	12,000	193,531
	2021	Nil	Nil	120,354	Nil	Nil	Nil	12,000	132,354
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

- (1) On February 3, 2022, stock options were granted to specific NEOs. The stock options were valued using the Black Scholes method. The stock options have a five-year expiration, and the valuation used a 119% volatility, risk free rate of 1.64% and an exercise price of \$1.35.
- (2) See *“Employment, Consulting and Management Agreements – Employment Agreement with Claudia Tornquist”*. Mrs. Tornquist received a bonus in the amount of \$125,000 during the financial year ended September 30, 2022. Mrs. Tornquist has been the President of the Company since November 2017 and the CEO of the Company since April 2019.
- (3) See *“Employment, Consulting and Management Agreements – Employment Agreement with Mark Laycock”*.
- (4) See *“Employment, Consulting and Management Agreements – Consulting Agreement with Tony Ricci”*.
- (5) See *“Employment, Consulting and Management Agreements – Employment Agreement with Jeff Ward”*. Mr. Ward received a bonus in the amount of \$40,000 during the financial year ended September 30, 2022. Salary was increased from \$200,000 to \$220,000 as of June 1, 2022.
- (6) See *“Employment, Consulting and Management Agreements – Employment Agreement with Andrew Berry”*. Mr. Berry received a bonus in the amount of \$40,000 during the financial year ended September 30, 2022. Salary was increased from \$200,000 to \$220,000 as of June 1, 2022.
- (7) See *“Employment, Consulting and Management Agreements – Employment Agreement with Nancy Curry”*. Salary was increased from \$72,000 to \$150,000 as of May 1, 2022 when Ms. Curry became full time employee of the Company.



## INCENTIVE PLAN AWARDS

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

The following table sets forth particulars of all outstanding share-based and option-based awards granted to the Named Executive Officers and which were outstanding as at September 30, 2022:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money-options(\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested	Market or payout value of vested share-based awards not paid out or distributed
Claudia Tornquist President and CEO	97,000	1.20	31-Jan-23	Nil	Nil	N/A	N/A
	50,000	0.375	04-Mar-24	6,750			
	140,000	0.35	12-Mar-25	22,400			
	150,000	1.56	20-Jan-26	Nil			
	160,000	1.35	03-Feb-27	Nil			
Mark Laycock <sup>(2)</sup> CFO	6,000	1.56	20-Jan-26	Nil	0	0	0
	8,000	1.35	03-Feb-27	Nil			
	25,000	0.91	01-Sep-27	Nil			
Tony Ricci Former CFO	18,000	1.20	31-Jan-23	Nil	Nil	N/A	N/A
	20,000	0.375	04-Mar-24	3,375			
	95,000	0.35	12-Mar-25	15,200			
	65,000	1.56	20-Jan-26	Nil			
	80,000	1.35	03-Feb-27	Nil			
Jeff Ward VP Exploration	50,000	1.20	31-Jan-23	Nil	Nil	N/A	N/A
	20,000	0.375	04-Mar-24	2,700			
	40,000	0.35	12-Mar-25	6,400			
	60,000	1.56	20-Jan-26	Nil			
	80,000	1.35	03-Feb-27	Nil			
Andrew Berry VP Operations	50,000	1.20	31-Jan-23	Nil	Nil	N/A	N/A
	20,000	0.375	04-Mar-24	2,700			
	40,000	0.35	12-Mar-25	6,400			
	60,000	1.56	20-Jan-26	Nil			
	80,000	1.35	03-Feb-27	Nil			
Nancy Curry VP Corporate Development	100,000	1.41	03-Aug-26	Nil	0	0	0
	80,000	1.35	03-Feb-27	Nil			

(1) The value of the unexercised “in-the-money” options at the financial year ended September 30, 2022 is the difference between the option exercise price and the market value of the underlying Common Shares on the Exchange on September

30, 2022. The market value of the Common Shares is the closing price of the Common Shares on the Exchange, which was \$0.51 on September 30, 2022.

(2) Mark Laycock was appointed as CFO of the Company on September 1, 2022.

***Incentive Plan Awards – Value Vested or Earned During the Year***

During the fiscal year ended September 30, 2022, no share-based awards or non-equity plan compensation were vested or earned.

The following directors and Named Executive Officers exercised stock options during the financial year ended September 30, 2022:

Name	Number of Stock Options Exercised	Exercise Price	Expiry Date	Closing Market Price on Grant Date (if exercise or base price is less than the closing market price of the underlying security on the grant date)
Claudia Tornquist President, CEO and Director	18,000 <sup>(1)</sup>	\$0.70	January 18, 2022	\$0.70
Chris Taylor Chairman and Director	18,000 <sup>(1)</sup>	\$0.70	January 18, 2022	\$0.70
Tony Ricci Former CFO and Director	18,000 <sup>(1)</sup>	\$0.70	January 18, 2022	\$0.70
Chad Ulansky Director	18,000 <sup>(1)</sup>	\$0.70	January 18, 2022	\$0.70
Mark Laycock <sup>(2)</sup> CFO	6,000 <sup>(3)</sup>	\$0.35	March 12, 2025	\$0.70

(1) These stock options were exercised on January 10, 2022.

(2) Mark Laycock was appointed as CFO of the Company on September 1, 2022.

(3) These stock options were exercised on July 4, 2022.

**Employment, Consulting and Management Agreements**

Other than as disclosed below, no services were provided to the Company during the most recently completed financial year by a director or Named Executive Officer, or any other party who provided services typically provided by a director or Named Executive Officer, pursuant to any employment, consulting or management agreement between the Company and any other party, and the Company has no agreement or arrangement with any director, Named Executive Officer or any other party with respect to any change of control of the Company or any severance, termination or constructive dismissal of any director, Named Executive Officer or any other party, or any incremental payments triggered by any such change of control, severance, termination or constructive dismissal.

**Employment Agreement with Claudia Tornquist**

In November 2017, the Company entered into an employment agreement with Claudia Tornquist as President of the Company, as subsequently amended. Pursuant to the employment agreement, effective June 1, 2023, the Company pays Mrs. Tornquist \$250,000 per annum, to be paid monthly in arrears in instalments of \$20,833 prior to deduction of tax remittances.

### *Termination*

The Company may terminate the employment agreement summarily without any notice or payment in lieu of notice for just cause. All unvested options will be cancelled. Vested options will expire 45 days following termination. All other benefits will be cancelled.

The Company shall be entitled to terminate this agreement without just cause by making a one-time payment to the employee equal 1.5 times the employee's base salary then in effect plus an additional month of the salary then in effect for each year of service from the date of this agreement, to a maximum aggregate payment of 26 months of the salary then in effect; plus an amount equal to 50% of the most recent bonus granted in the prior year. In addition, any stock options granted will immediately vest as of the date of the end of the employment. In addition, the employee will be permitted to participate in the Company's group health plan for 18 months following termination. In the event extension of benefits is prohibited by the Company health plan, the Company will make an equivalent payment, in cash, to the employee.

### *Change of Control*

Upon a change in control, all non-vested options of the employee held shall vest. In the event the change in control is a transaction pursuant to which the Company's shares are acquired or exchanged, such non-vested options shall be deemed to vest prior to the completion of such transaction to allow the employee to participate in it in respect of any shares he/she may acquire under such non-vested options.

In the event the employee resigns for good reason under the section stated in the employment agreement; or the Company terminates the Employee's services without just cause within twelve (12) months after a change in control, the Company shall provide the employee with the following, with all cash compensation payable within 5 business days of the employee's last day of work (the "**Termination Date**"):

- i. the full amount of the instalments falling due in respect of the employee's base salary through to the Termination Date, plus an amount equal to the amount, if any, of any accrued vacation pay, the amount of any reimbursable expenses and the amount, if any, of any other compensation actually accrued and then payable to the employee which has not been paid
- ii. any amount which has been fully earned and is payable to the employee under any bonus or benefits plan. If no such amount for the year in which termination occurs has been established as at the Termination Date, the amount paid as Bonus for the immediately preceding year shall be used, on a pro rata basis for the portion of the year up to the Termination Date, for the purposes of determining the amount under this sub-section (ii);
- iii. a lump sum amount equal to twenty-four (24) months of the employee's base salary plus an amount equal to 100% of the most recent bonus granted to the employee;
- iv. the Company shall continue at its cost the benefits then in effect for the employee, until the earlier of twenty-four (24) months from the Termination Date or the employee obtaining comparable benefits through other employment. If the Company is not able to procure benefit coverage for any reason, it shall pay an equivalent amount to the employee in as tax-efficient manner as possible for the employee; and
- v. notwithstanding the terms of any stock option plan or agreement, all non-vested stock options held by the employee shall vest as of the Termination Date and the employee shall be entitled to exercise all his/her stock options until the earlier of their normal expiry date or two (2) years after the Termination Date.

The employee agrees to accept such compensation in full satisfaction of any and all claims the employee has or may have against the Company in respect of such termination.

The estimated incremental payments from the Company to Mrs. Tornquist on (i) termination of employment without just cause, and (ii) resignation of employment for good reason, or termination of employment without just cause

within 12 months following a change of control, assuming the triggering event occurred on September 30, 2022, are as follows:

Termination Without Just Cause:

<u>Base Salary Value</u>	<u>Bonus Value</u>	<u>Benefits Value</u>	<u>Total Estimated Incremental Payment</u>
\$375,000	\$75,000	Nil	\$450,000

Resignation for Good Reason or Termination Without Just Cause within 12 months following a Change of Control:

<u>Base Salary Value</u>	<u>Bonus Value</u>	<u>Benefits Value</u>	<u>Total Estimated Incremental Payment</u>
\$500,000	\$125,000	Nil	\$625,000

### **Employment Agreement with Mark Laycock**

On September 1, 2022, the Company entered into an employment agreement with Mark Laycock, as a Chief Financial Officer of the Company. Pursuant to the employment agreement, the Company paid Mr. Laycock \$72,000 per annum, to be paid monthly \$6,000 prior to deduction of tax remittances, for one-second (1/2) of the working days available in each month (excluding weekends and statutory holidays).

#### *Termination*

The Company may terminate the employment agreement summarily without any notice or payment in lieu of notice for just cause. All unvested options will be cancelled. Vested options will expire 45 days following termination. All other benefits will be cancelled.

The Company shall be entitled to terminate this agreement without just cause by making a one-time payment to the employee equal 1 time the employee's base salary then in effect plus an additional half-month of the salary then in effect for each year of service from the date of this agreement, to a maximum aggregate payment of 20 months of the salary then in effect; plus an amount equal to 50% of the most recent bonus granted in the prior year. In addition, any stock options granted will immediately vest as of the date of the end of the employment. In addition, the employee will be permitted to participate in the Company's group health plan for 12 months following termination, in the event extension of benefits is prohibited by the Company health plan, the Company will make an equivalent payment, in cash, to the employee.

#### *Change of Control*

Upon a change in control, all non-vested options of the employee held shall vest. In the event the change in control is a transaction pursuant to which the Company's shares are acquired or exchanged, such non-vested options shall be deemed to vest prior to the completion of such transaction to allow the employee to participate in it in respect of any shares he/she may acquire under such non-vested options.

In the event the employee resigns for good reason under the section stated in the employment agreement; or the Company terminates the Employee's services without just cause within twelve (12) months after a change in control, the Company shall provide the employee with the following, with all cash compensation payable within 5 business days of the employee's last day of work (the "**Termination Date**"):

- i. the full amount of the instalments falling due in respect of the employee's base salary through to the Termination Date, plus an amount equal to the amount, if any, of any accrued vacation pay, the amount of any reimbursable expenses and the amount, if any, of any other compensation actually accrued and then payable to the employee which has not been paid;

- ii. any amount which has been fully earned and is payable to the employee under any bonus or benefits plan. If no such amount for the year in which termination occurs has been established as at the Termination Date, the amount paid as Bonus for the immediately preceding year shall be used, on a pro rata basis for the portion of the year up to the Termination Date, for the purposes of determining the amount under this sub-section (ii);
- iii. a lump sum amount equal to eighteen (18) months of the employee's base salary;

The employee agrees to accept such compensation in full satisfaction of any and all claims the employee has or may have against the Company in respect of such termination.

The estimated incremental payments from the Company to Mr. Laycock on (i) termination of employment without just cause, and (ii) resignation of employment for good reason, or termination of employment without just cause within 12 months following a change of control, assuming the triggering event occurred on September 30, 2022, are as follows:

Termination Without Just Cause:

<u>Base Salary Value</u>	<u>Bonus Value</u>	<u>Benefits Value</u>	<u>Total Estimated Incremental Payment</u>
\$72,000	Nil	Nil	\$72,000

Resignation for Good Reason or Termination Without Just Cause within 12 months following a Change of Control:

<u>Base Salary Value</u>	<u>Bonus Value</u>	<u>Benefits Value</u>	<u>Total Estimated Incremental Payment</u>
\$108,000	Nil	Nil	\$108,000

**Consulting Agreement with Tony Ricci, Former CFO**

On September 1, 2022, the Company entered into a consulting agreement with Nicmar Capital Corp., a private company controlled by Tony Ricci and with Tony Ricci as Consultant of the Company. The Consultant agrees to provide the Company with advice regarding financial and accounting matters in respect of the Company as may be requested and directed by the CEO of the Company for a period of one year. Pursuant to the consulting agreement, the Company pays Mr. Ricci \$1,500 per month.

**Employment Agreement with Jeff Ward**

On January 1, 2019, the Company entered into an employment agreement with Jeff Ward. Pursuant to the employment agreement, the Company paid Mr. Ward \$5,556 per month for one-third (1/3) of the working days available in each month (excluding weekends and statutory holidays); and every three (3) months there was an adjustment to reflect the actual level of Services provided by the Employee in the prior three-month period. In addition to the Base Salary, Mr. Ward was paid \$796 per day for days worked above and beyond one-third (1/3) of the working days available in the prior three (3) months, reconciled to timesheets provided by the Employee.

The agreement dated January 1, 2019 was replaced and superseded by a new agreement dated June 1, 2022. The Company has agreed to pay Mr. Ward \$18,333 per month for Mr. Ward's services as the VP Exploration of the Company.

**Employment Agreement with Andrew Berry**

On January 1, 2019, the Company entered into an employment agreement with Andrew Berry. Pursuant to the employment agreement, the Company paid Mr. Berry \$5,556 per month for one-third (1/3) of the working days

available in each month (excluding weekends and statutory holidays); and every three (3) months there was an adjustment to reflect the actual level of Services provided by the Employee in the prior three-month period. In addition to the Base Salary, Mr. Berry was paid \$796 per day for days worked above and beyond one-third (1/3) of the working days available in the prior three (3) months, reconciled to timesheets provided by the Employee.

The agreement dated January 1, 2019 was replaced and superseded by a new agreement dated June 1, 2022. The Company has agreed to pay Mr. Berry \$18,333 per month for Mr. Berry's services as the VP Operations of the Company.

#### **Employment Agreement with Nancy Curry**

On August 1, 2021, the Company entered into a consulting agreement with Nancy Curry through Marketworks Corporate Communications. Effective December 1, 2021, Ms. Curry became a half time employee of the Company and the Company paid Ms. Curry \$72,000 per annum. As of May 1, 2022, the Company entered into an employment agreement with Nancy Curry, as a Vice President, Corporate Development to provide corporate development and communication services to the Company. Pursuant to the employment agreement, the Company paid Ms. Curry \$150,000 per annum, to be paid monthly in arrears in instalments of \$12,500 prior to deduction of tax remittance.

#### **DIRECTOR COMPENSATION**

There are no arrangements under which directors were compensated by the Company and its subsidiaries during the most recently completed financial year end for their services in their capacity as directors or consultants, other than as set out below:

In addition, directors are eligible under the Stock Option Plan to receive grants of stock options and under the RSU & DSU Plan to receive RSUs and DSUs. No RSUs or DSUs have been granted. The Stock Option Plan and the RSU & DSU Plan are an important part of the Company's long-term incentive strategy for its directors, permitting them to participate in any appreciation of the market value of the Common Shares over a stated period of time. The Stock Option Plan and the RSU & DSU Plan are intended to reinforce commitment to long-term growth in profitability and shareholder value. The size of stock option grants to directors are dependent on each director's level of responsibility, authority and importance to the Company and the degree to which such director's long-term contribution to the Company will be key to its long-term success. For the financial year ended September 30, 2022, Mr. Taylor received \$30,000 in his capacity as Chair, and Messrs. Tomlinson, Ulansky and Krause each received meeting fees of \$20,000. This compensation is reviewed annually and is reflective of the Company's current financial situation.

#### ***Director Compensation Table***

The following table sets forth particulars of all compensation paid to directors who were not Named Executive Officers during the year ended September 30, 2022:

<b>Name</b>	<b>Year</b>	<b>Fees earned (\$)</b>	<b>Share-based awards (\$)</b>	<b>Option-based awards(\$)</b>	<b>Non-equity incentive plan compensation (\$)</b>	<b>Pension value (\$)</b>	<b>All other compensation (\$)</b>	<b>Total (\$)</b>
Chris Taylor	2022	30,000	Nil	139,033 <sup>(1)</sup>	Nil	Nil	Nil	169,033
Kevin Tomlinson	2022	20,000	Nil	61,174 <sup>(1)</sup>	Nil	Nil	Nil	81,174
Chad Ulansky	2022	20,000	Nil	61,174 <sup>(1)</sup>	Nil	Nil	Nil	81,174

Steven Krause	2022	20,000	Nil	61,174 <sup>(1)</sup>	Nil	Nil	Nil	81,174
Lana Eagle	2022	17,735	Nil	61,174 <sup>(1)</sup>	Nil	Nil	Nil	78,909

(1) On February 03, 2022, stock options were granted to the directors of the Company. The stock options were valued using the Black Scholes method. The stock options have a five-year expiration and the valuation used a 119% volatility, risk free rate of 1.64% and an exercise price of \$1.35.

***Outstanding Share-Based Awards and Option-Based Awards***

The following table sets forth particulars of all outstanding share-based and option-based awards granted to the directors and which were outstanding at September 30, 2022:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money-options (\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested	Market or payout value of vested share-based awards not paid out or distributed
Chris Taylor	18,000	1.20	31-Jan-23	Nil	Nil	N/A	N/A
	25,000	0.375	04-Mar-24	3,375			
	140,000	0.35	12-Mar-25	22,400			
	100,000	1.56	20-Jan-26	Nil			
	125,000	1.35	03-Feb-27	Nil			
Chad Ulansky	18,000	1.20	31-Jan-23	Nil	Nil	N/A	N/A
	20,000	0.375	04-Mar-24	2,700			
	40,000	0.35	12-Mar-25	36,400			
	40,000	1.56	20-Jan-26	Nil			
	55,000	1.35	03-Feb-27	Nil			
Steven Krause	30,000	0.375	04-Mar-24	26,550	Nil	N/A	N/A
	40,000	0.35	12-Mar-25	6,400			
	40,000	1.56	20-Jan-26	Nil			
	55,000	1.35	03-Feb-27	Nil			
Kevin Tomlinson	50,000	0.43	17-Jun-25	4,000	Nil	N/A	N/A
	40,000	1.56	20-Jan-26	Nil			
	55,000	1.35	03-Feb-27	Nil			
Lana Eagle	50,000	1.20	07-Oct-26	Nil	Nil	N/A	N/A
	55,000	1.35	03-Feb-27	Nil			

(1) The value of the unexercised “in-the-money” options at the financial year ended September 30, 2022 is the difference between the option exercise price and the market value of the underlying Common Shares on the Exchange on September 30, 2022. The market value of the Common Shares is the closing price of the Common Shares on the Exchange, which was \$0.51 on September 30, 2022.

***Incentive Plan Awards – Value Vested or Earned During the Year***

During the fiscal year ended September 30, 2022 no share based awards or non-equity plan compensation were vested or earned.

**SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION**

The following table sets forth information with respect to all compensation plans under which equity securities are authorized for issuance as of September 30, 2022:

*Equity Compensation Plan Information*

	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))<sup>(3)</sup></b>
<b>Plan Category</b>	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
Equity compensation plans <sup>(1)</sup> approved by securityholders	3,918,500 <sup>(2)</sup>	\$1.10	1,643,331
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
<b>TOTAL</b>	<b>3,918,500</b>	<b>\$1.10</b>	<b>1,643,331</b>

Note:

- (1) The Option Plan reserves Common Shares equal to a maximum of 10% of the issued and outstanding Common Shares of the Company from time to time for issue of stock options.
- (2) Represents 2,823,000 stock options outstanding under the Option Plan on September 30, 2022. No RSUs or DSUs were outstanding on September 30, 2022.
- (3) Based on the issued and outstanding Common Shares as at September 30, 2022.

**INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

Since the beginning of the Company's last completed financial year, no current or former director, executive officer or employee of the Company, or of any of its subsidiaries, has been indebted to the Company or to any of its subsidiaries, nor has any of these individuals been indebted to another entity which indebtedness is 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.

**INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON**

Except as otherwise disclosed herein, none of:

- (a) the directors or executive officers of the Company at any time since the beginning of the last financial year of the Company;
- (b) the proposed nominees for election as directors of the Company; or
- (c) any associate or affiliate of the foregoing persons,

has any material interest, direct or indirect, in any material transaction since the commencement of the Company's last completed financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Company or any of its subsidiaries.



### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

For purposes of the following discussion, “**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 a 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 percent of the voting rights attached to all outstanding voting securities of the Company, other than the voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself if it has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

Except as disclosed elsewhere herein to the knowledge of management of the Company none of:

- (a) the Informed Persons of the Company;
- (b) the proposed nominees for election as directors of the Company; or
- (c) any associate or affiliate of the foregoing persons,

has any material interest, direct or indirect, in any transaction since the commencement of the Company’s financial year ended September 30, 2022 or in a proposed transaction which has materially affected or would materially affect the Company or any subsidiary of the Company.

### **FINANCIAL STATEMENTS**

The consolidated audited financial statements of the Company for the financial year ended September 30, 2022 (the “**Financial Statements**”), together with the Auditor’s Reports thereon, will be presented to Shareholders at the Meeting. The Financial Statements, together with the Auditor’s Report thereon and the Company’s Management Discussion and Analysis, have being mailed only to those Shareholders who are on the supplemental mailing list maintained by the Company’s registrar and transfer agent. Copies of the Financial Statements, together with the Auditor’s Report thereon and the Company’s Management Discussion and Analysis, Notice of Meeting, Information Circular and Proxy will be available on the SEDAR website and at the Company’s registered and records office at Suite 1020-800 West Pender Street, Vancouver, British Columbia, V6C 2V6.

### **REQUEST FOR FINANCIAL STATEMENTS**

National Instrument 51-102 - *Continuous Disclosure Obligations* (“**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. Registered shareholders must also provide written instructions in order to receive the financial statements.

### **ELECTION OF DIRECTORS**

The Board currently consists of six directors, and it is intended to determine the number of directors at six and to elect six directors for the ensuing year. The persons named in the enclosed Instrument of Proxy intend to vote in favour of fixing the number of directors at six. Each director of the Company is elected annually and holds office until the next Annual General Meeting of Shareholders or until his or her successor is duly elected, if his or her office is earlier vacated, in accordance with the Articles of the Company.

Shareholders can vote for all of the proposed nominees herein listed, vote for some of the proposed nominees and withhold for others, or withhold votes for all of the proposed nominees. In the absence of instructions to the contrary, the Common Shares represented by Proxy will be voted FOR the nominees herein listed. Management does not contemplate that any of the nominees will be unable to serve as a director.

### ***Advance Notice Policy***

The Company's Articles, which were approved by the Shareholder of the Company on May 26, 2021 and which are filed on the Company's profile on SEDAR at www.sedar.com, incorporate advance notice provisions (the "**Advance Notice Provisions**"). The Advance Notice Provisions require advance notice to the Company in circumstances where nominations of persons for election to the Board are made by Shareholders of the Company other than pursuant to (i) a requisition of a meeting made pursuant to the provisions of the *Business Corporations Act (British Columbia)* or (ii) a shareholder proposal made pursuant to the provisions of the *Business Corporations Act (British Columbia)*.

The purpose of the Advance Notice Provisions is to foster a variety of interests of the Shareholders and the Company by ensuring that all Shareholders - including those participating in a meeting by proxy rather than in person - receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. Among other things, the Advance Notice Provisions fix a deadline by which holders of Common Shares must submit director nominations to the Company prior to any annual or special meeting of Shareholders and set forth the minimum information that a shareholder must include in the notice to the Company for the notice to be in proper written form.

Pursuant to the Advance Notice Provisions, any additional director nominations for the Meeting must be received by the Company in compliance with the Advance Notice Provisions no later than the close of business on July 08, 2023. If no such nominations are received by the Company prior to such date, management's nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

### **INFORMATION CONCERNING NOMINEES SUBMITTED BY MANAGEMENT**

The following table sets out the names of the persons proposed to be nominated by Management for election as a director, the province or state and country in which he or she is ordinarily resident, the positions and offices which each presently holds with the Company, the period of time for which he or she has been a director of the Company, the respective principal occupations or employment during the past five years if such nominee is not presently an elected director and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Information Circular. The six nominees are all currently directors of the Company.

<b>Name, Province and Country of Ordinary Residence and Positions Held with the Company</b>	<b>Principal Occupation</b>	<b>Date First Became a Director</b>	<b>No. of Common Shares Beneficially Owned, Directly or Indirectly<sup>(2)</sup></b>
Claudia Tornquist <sup>(3)</sup> British Columbia, Canada <i>President, CEO and Director</i>	President & CEO Kodiak Copper Metals and Mining consultant (2013-17)	July 12, 2016	1,520,351
Christopher Taylor <sup>(2)</sup> British Columbia, Canada <i>Chairman and Director</i>	Geologist	May 28, 2014	691,741
Kevin Tomlinson <sup>(2) (3)</sup> Ontario, Canada <i>Director</i>	Non-Executive Chairman Bellevue Gold Ltd. Non-Executive Chairman Cygnus Metals Ltd. Non-Executive Director Auteco Resources <sup>(4)</sup>	December 14, 2020	Nil

Name, Province and Country of Ordinary Residence and Positions Held with the Company	Principal Occupation	Date First Became a Director	No. of Common Shares Beneficially Owned, Directly or Indirectly <sup>(2)</sup>
Chad Ulansky <sup>(1)(2)</sup> British Columbia, Canada <i>Director</i>	Professional Geologist	July 12, 2016	118,000
Steven Krause <sup>(1)(2)</sup> British Columbia, Canada <i>Director</i>	Partner of Avisar Chartered Professional Accountants	November 20, 2018	120,645 <sup>(5)</sup>
Lana Eagle <sup>(1)(3)</sup> British Columbia, Canada <i>Director</i>	Senior Consultant & Advisor of Lana Eagle Consulting	October 7, 2021	Nil

Notes:

- (1) Member of the Audit Committee
- (2) Member of the Compensation and Governance Committee.
- (3) Members of the Health, Safety, Environment and Community Committee.
- (4) Mr Tomlinson was a non-executive director of Besra Gold Inc (“Besra”) a TSX and ASX listed company when on December 17, 2014, the Ontario Securities Commission (the “OSC”) issued a Temporary Order ceasing all trading in the securities of Besra. The order was made because the company had failed to file its continuous disclosure materials as required by the OSC. On March 4, 2015, the OSC advised that the company’s application for a variation in the terms of the cease trade order were approved. The revised order permitted the company to proceed with the proposed financing with funds utilized to remedy existing defaults with the OSC, specifically the preparation and submission of the 2014 audited accounts and management’s discussion and analysis. On May 17, 2016, Besra obtained Court approval in Toronto for its restructuring proposal and is seeking a variation of the cease trade order issued by the Ontario Securities Commission in December 2014. The cease trade order was revoked by the OSC on November 8, 2018.
- (5) 79,999 Common Shares are held by Courage Holdings Ltd.; a private company controlled by Steven Krause.

Other than as set out above under “Information Concerning Nominees Submitted by Management”, no proposed director (including any personal holding company of a proposed director), is: as at the date of the Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

- (i) was the subject of a cease trade order (including a management cease trade order which applies to directors or executive officers), 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, that was issued while such person was acting in the capacity as director, chief executive officer or chief financial officer;
- (ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant corporation access to any exemption under securities legislation for a period of more than 30 consecutive days that was issued after such person 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 a director, chief executive officer or chief financial officer;

No proposed director (including any personal holding company of a proposed director) is:

- (i) is, as at the date of this Information Circular, or has been within the 10 years before the date of this Information Circular, a director or executive officer of any corporation

(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; or

- (ii) has, within 10 years before the date of this Information 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.

No proposed director (including any personal holding company of a proposed director) is:

- (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

#### **AUDIT COMMITTEE DISCLOSURE**

The charter of the Company's audit committee and the other information required to be disclosed by Form 52-110F2 is attached to this Information Circular as Schedule "A".

#### **CORPORATE GOVERNANCE**

The information required to be disclosed by National Instrument 58-101 Disclosure of Corporate Governance Practices is attached to this Information Circular as Schedule "B".

#### **APPOINTMENT AND REMUNERATION OF AUDITORS**

At the Meeting, Shareholders will be asked to vote for the appointment of Davidson & Company LLP ("**Davidson**"), Chartered Professional Accountants, of Suite 1200-609 Granville Street, Vancouver, British Columbia, V7Y 1G6 to serve as auditor of the Company for the ensuing year, and to authorize the directors to fix their remuneration and the persons named in the enclosed Proxy intend to vote in favor of such appointment.

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

##### ***RE-APPROVAL OF ROLLING STOCK OPTION PLAN***

At the Annual and Special Meeting of Shareholders of the Company held on June 29, 2022, the Shareholders approved certain amendments to the stock option plan (the "**Stock Option Plan**"), which has an effective date of July 19, 2022 and which reserves a rolling maximum of 10% of the number of Common Shares issued and outstanding on the applicable date of grant. As the Stock Option Plan is a rolling plan, under Exchange policy, the Stock Option Plan must be presented to Shareholders for approval by ordinary resolution at every annual general meeting of the Company to authorize continuation of the Stock Option Plan. As at the date of this Information Circular, the Company had 63,812,058 Common Shares issued and outstanding so that a maximum of 6,381,206 Common Shares would be available for issuance pursuant to stock options (each, an "**Option**") granted under the Stock Option Plan. As at the date of this Information Circular, there were 4,892,000 Options

outstanding under the Stock Option Plan, leaving 1,489,206 Common Shares available for the granting of further Options.

A summary of certain provisions of the Stock Option Plan is set out below, and a full copy of the Stock Option Plan is attached hereto as Schedule "C". This summary is qualified in its entirety to the full copy of the Stock Option Plan.

#### *Eligibility*

Options may be granted to directors, officers, employees, management company employees and consultants of the Company or an affiliate of the Company and includes a company that is wholly owned by such individual(s) (collectively, "**Eligible Persons**").

#### *Number of Common Shares Issuable*

The maximum number of Common Shares that are issuable to Eligible Persons under Options granted pursuant to the Amended Option Plan is that number of Common Shares equal to 10% of the issued and outstanding Common Shares on the date of grant. If any Option expires or is otherwise cancelled or terminated for any reason without having been exercised in full, the number of Common Shares in respect of such expired or cancelled or terminated Option shall again be available for the purposes of granting Options pursuant to the Stock Option Plan.

#### *Limits on Participation*

The Stock Option Plan provides for the following limits on grants, unless disinterested shareholder approval is obtained in accordance with the policies of the Exchange:

- the maximum number of Common Shares reserved for issuance to insiders (as a group) at any time under the Stock Option Plan, together with any other Common Shares issuable under any security-based compensation arrangements of the Company, may not exceed 10% of the issued and outstanding Common Shares on a non-diluted basis;
- the maximum number of Common Shares that may be issued to insiders (as a group) within any 12-month period under the Stock Option Plan, together with any other Common Shares issued under any security-based compensation arrangements of the Company, may not exceed 10% of the issued and outstanding Common Shares on a non-diluted basis on the grant date; and
- the maximum number of Common Shares that may be issued to any one Eligible Person (or any company wholly-owned by that Eligible Person) within any 12-month period under the Stock Option Plan, together with any other Common Shares issued under any other security-based compensation arrangements of the Company, may not exceed 5% of the issued and outstanding Common Shares on a non-diluted basis on the grant date.

For so long as the Company is subject to the requirements of the Exchange (unless otherwise permitted by the rules of the Exchange), the number of Common Shares issuable to any one consultant within any 12 month period under the Stock Option Plan, together with any other Common Shares issued under any security-based compensation arrangements of the Company, may not exceed 2% of the number of the issued and outstanding Common Shares on a non-diluted basis on the grant date.

For so long as such limitation is required by the Exchange, the maximum number of Options which may be granted within any 12-month period to investor relations service providers must not exceed two percent (2%) of the issued and outstanding Common Shares (on a non-diluted basis) calculated as at the date any Option is granted and such Options must vest in stages over 12 months with no more than 25% of the Options vesting in any three month period.

### *Material Terms of Grants of Options*

Options shall be exercisable as determined by the Board at the time of grant, provided that no Option shall have a term exceeding 10 years (except where an Option would expire during a black-out period, in which case the term of the Option shall be extended to the date which is ten business days following the end of such black-out period).

The exercise price of an Option shall be determined by the Board and cannot be lower than the greater of: (i) the closing trading price of the Common Shares on the day immediately preceding the issuance of the news release announcing the grant of the option, less the discount permitted by the Exchange, and (ii) if, in accordance with the policies of the Exchange, the Company is not required to issue a news release to announce the grant and exercise price of the option, the closing price of the Common Shares on the day immediately preceding the date of the grant of the option, less the discount permitted by the Exchange. The consideration for the exercise of an Option may be satisfied in any one, or any combination of the following: (i) cash; (ii) "cashless exercise" in accordance with New Policy 4.4; (iii) "net exercise" (other than Eligible Persons who are investor relations service providers) in accordance with New Policy 4.4; and (iv) any other method of payment as determined by the Board from time to time.

Notwithstanding any vesting conditions the Board may have established in respect of a grant of Options, upon the occurrence of a Change of Control (as such term is defined in the Stock Option Plan), take-over bid, reverse take-over or other similar transaction involving the Company all outstanding Options will become fully vested, provided that if the Company is listed on the Exchange (for so long as such limitations are required by the Exchange) no acceleration of vesting of Options granted to an investor relations service provider can be made without the prior written acceptance of the Exchange.

### *Termination of Employment or Engagement*

Subject to the terms of the Stock Option Plan, the terms set out in any award agreement in respect of Options or any determination made by the Board:

- in the event of the death of a participant, all Options of the participant shall be deemed to be vested on the date of death and may be exercised by the participant's heirs or legal personal representatives within 12 months following the participant's death;
- upon the termination of employment or engagement of a participant for cause, the participant shall be deemed to have forfeited all right, title and interest with respect to any award of Options not fully vested upon the date of termination;
- upon the termination of employment or engagement of a participant for reasons other than just cause, the participant shall be deemed to have forfeited all right, title and interest in respect of any Options not fully vested on the later of: (i) the conclusion of any notice of termination period the participant is entitled to; and (ii) 90 days following the participant's date of termination. Notwithstanding the foregoing, at the sole election of the Board, all or a portion of the Options may be deemed to have been vested on the termination date; and
- upon a Change of Control, all vesting criteria applicable to grants of Options that are outstanding shall be deemed to have been satisfied as of the date of the Change of Control and each participant whose employment or engagement with the Company or an affiliate of the Company is terminated immediately following the Change of Control shall be entitled to receive, in full settlement of Options held by such participant, a cash payment equal to the difference of the special value (as such term is defined in the Stock Option Plan) and the exercise price of the Option.

### *Stock Option Plan Resolution*

At the Meeting, the Shareholders will be asked to consider and approve an ordinary resolution, in substantially the following form, in order to approve the Stock Option Plan, which resolution requires approval of greater than 50%

of the votes cast by the Shareholders who, being entitled to do so, vote, in person or by proxy, on the ordinary resolution at the Meeting:

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. subject to final acceptance of the TSX Venture Exchange (the “**Exchange**”), the stock option plan of the Company (“**Kodiak Copper Corp.**”), substantially in the form attached as Schedule “C” to the management information circular of the Company dated June 23, 2022, is hereby approved;
2. the directors of the Company or any committee of the board of directors of the Company are hereby authorized to grant stock options (each, an “**Option**”) pursuant to the Stock Option Plan to those eligible to receive Options thereunder;
3. any one director or officer of the Company is hereby authorized to execute and deliver on behalf of the Company all such documents and instruments and to do all such other acts and things as in such director’s or officer’s opinion may be necessary to give effect to the matters contemplated by these resolutions; and
4. notwithstanding that this resolution be passed by the shareholders of the Company, the approval of the Stock Option Plan is conditional upon receipt of final approval of the Exchange, and the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Company, at any time if such revocation is considered necessary or desirable to the directors of the Company.”

*Recommendation of the Board*

**The Board has determined that the Stock Option Plan is in the best interests of the Company and its Shareholders and unanimously recommends that the Shareholders vote in favour of approving the Stock Option Plan. In the absence of any contrary directions, it is the intention of management to vote proxies in the accompanying form FOR the foregoing resolution.**

The Board reserves the right to amend any terms of the Stock Option Plan or not to proceed with the Stock Option Plan at any time prior to the Meeting if the Board determines that it would be in the best interests of the Company and its Shareholders and to do so in light of any subsequent event or development occurring after the date of this Information Circular.

**ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR at [www.sedar.com](http://www.sedar.com). Copies of the Company’s Financial Statements and Management Discussion and Analysis may be obtained without charge upon request from the Company, at the Company’s registered and records office at Suite 1020-800 West Pender Street, Vancouver, British Columbia, V6C 2V6, or at 604-646-8351 and such documents will be sent by mail or electronically by email as may be specified at the time of the request. Financial Information about the Company is provided in the Company’s Consolidated financial statements and management discussion and analysis for the financial year ended September 30, 2022.

**DIRECTOR APPROVAL**

The contents of this Information Circular and the sending thereof to the Shareholders of the Company have been approved by the Board of Directors.

DATED at Vancouver, British Columbia, this 23<sup>rd</sup> day of June, 2023.

**BY ORDER OF THE BOARD OF DIRECTORS  
KODIAK COPPER CORP.**

*“Claudia Tornquist”*

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**CLAUDIA TORNQUIST**  
CEO, President and Director



**SCHEDULE “A”**  
**KODIAK COPPER CORP.**  
**FORM 52-110F2**  
**AUDIT COMMITTEE DISCLOSURE**

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**PART 1 THE AUDIT COMMITTEE’S CHARTER**

**1.1 Purpose**

The overall purpose of the Audit Committee (the “**Committee**”) is to ensure that the Company’s management has designed and implemented an effective system of internal financial controls, to review and report on the integrity of the consolidated financial statements of the Company and related financial information, and to review the Company’s compliance with regulatory and statutory requirements as they relate to financial statements, taxation matters and disclosure of financial information. In performing its duties, the committee will maintain effective working relationships with the Board of Directors (the “**Board**”), management, and the external auditors and monitor the independence of those auditors. To perform his or her role effectively, each committee member will obtain an understanding of the responsibilities of committee membership as well as the Company’s business, operations and risks.

**1.1 Composition, Procedures and Organization**

1. The Committee shall consist of at least three members of the Board.
2. At least two (2) members of the Committee shall be independent<sup>1</sup>. and the Committee shall endeavour to appoint a majority of independent directors to the Committee, who in the opinion of the Board, would be free from a relationship which would interfere with the exercise of the Committee members’ independent judgment. At least one (1) member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices applicable to the Company. For the purposes of this Charter, 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.
3. All of the members of the Committee shall be “financially literate”<sup>2</sup>.
4. The Board, at its organizational meeting held in conjunction with each annual general meeting of the shareholders, shall appoint the members of the Committee for the ensuing year. The Board may at any time remove or replace any member of the Committee and may fill any vacancy in the Committee.
5. Unless the Board shall have appointed a chair of the Committee, the members of the Committee shall elect a chair and a secretary from among their number.
6. The quorum for meetings shall be a majority of the members of the Committee, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and to hear each other. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present.

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<sup>1</sup> “Independent” member of an audit committee means a member who has no direct or indirect material relationship with the Company. A “material relationship” means a relationship which could, in the view of the Company’s board of directors, reasonably interfere with the exercise of a member’s independent judgement.

<sup>2</sup> “Financially literate” individual is an individual who 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.

7. The Committee shall have access to such officers and employees of the Company and to the Company's external auditors, and to such information respecting the Company, as it considers to be necessary or advisable in order to perform its duties and responsibilities.
8. Meetings of the Committee shall be conducted as follows:
  - (a) the Committee shall meet at least four times annually at such times and at such locations as may be requested by the chair of the Committee. The external auditors or any member of the Committee may request a meeting of the Committee;
  - (b) the external auditors shall receive notice of and have the right to attend all meetings of the Committee;
  - (c) management representatives may be invited to attend all meetings, except private sessions with the external auditors; and
  - (d) the proceedings of all meetings will be minuted.
9. The internal auditors and the external auditors shall have a direct line of communication to the Committee through its chair and may bypass management if deemed necessary. The Committee, through its chair, may contact directly any employee in the Company as it deems necessary, and any employee may bring before the Committee any matter involving questionable, illegal or improper financial practices or transactions.
10. Any member of the Committee may be removed or replaced at any time by the Board and shall cease to be a member of the Committee on ceasing to be a director. The Board may fill vacancies on the Committee by election from among its number. If and whenever a vacancy shall exist on the Committee, the remaining members may exercise all its powers so long as a quorum remains in office. Subject to the above, each member of the Committee shall hold office as such until the next Annual General Meeting of the Shareholders after his/her election.
11. The members of the Committee shall be entitled to receive such remuneration for acting as members of the Committee as the Board may from time to time determine.

## **1.2 Roles and Responsibilities**

1. The overall duties and responsibilities of the Committee shall be as follows:
  - (a) assist the Board in the discharge of its responsibilities relating to the Company's accounting principles, reporting practices and internal controls and its approval of the Company's annual and quarterly consolidated financial statements and related financial disclosure;
  - (b) establish and maintain a direct line of communication with the Company's internal and external auditors and assess their performance;
  - (c) ensure that the management of the Company has designed, implemented and is maintaining an effective system of internal financial controls; and
  - (d) report regularly to the Board on the fulfilment of its duties and responsibilities.
2. The duties and responsibilities of the Committee as they relate to the external auditors shall be as follows:
  - (a) recommend to the Board a firm of external auditors to be engaged by the Company, and to verify the independence of such external auditors;
  - (b) review and approve the fee, scope and timing of the audit and other related services rendered by the external auditors;
  - (c) review the audit plan of the external auditors prior to the commencement of the audit;

- (d) approve in advance provision by the external auditors of services other than auditing;
  - (e) review with the external auditors, upon completion of their audit:
    - (i) contents of their report;
    - (ii) scope and quality of the audit work performed;
    - (iii) adequacy of the Company's financial and auditing personnel;
    - (iv) co-operation received from the Company's personnel during the audit;
    - (v) internal resources used;
    - (vi) significant transactions outside of the normal business of the Company;
    - (vii) significant proposed adjustments and recommendations for improving internal accounting controls, accounting principles or management systems; and
    - (viii) the non-audit services provided by the external auditors;
  - (f) discuss with the external auditors the quality and not just the acceptability of the Company's accounting principles;
  - (g) implement structures and procedures to ensure that the Committee meets the external auditors on a regular basis in the absence of management; and
  - (h) review any significant disagreements between management and the external auditor regarding financial reporting.
3. The duties and responsibilities of the Committee as they relate to the Company's internal auditors are to:
- (a) periodically review the internal audit function with respect to the organization, staffing and effectiveness of the internal audit department;
  - (b) review and approve the internal audit plan; and
  - (c) review significant internal audit findings and recommendations, and management's response thereto.
4. The duties and responsibilities of the Committee as they relate to the internal control procedures of the Company are to:
- (a) review the appropriateness and effectiveness of the Company's policies and business practices which impact on the financial integrity of the Company, including those relating to internal auditing, insurance, accounting, information services and systems and financial controls, management reporting and risk management;
  - (b) review any unresolved issues between management and the external auditors that could affect the financial reporting or internal controls of the Company; and
  - (c) periodically review the Company's financial and auditing procedures and the extent to which recommendations made by the internal audit staff or by the external auditors have been implemented.
5. The Committee is also charged with the responsibility to:

- (a) review the Company's quarterly financial statements and related financial information, including the impact of unusual items and changes in accounting principles and estimates and report to the Board with respect thereto;
- (b) review and approve the financial sections of:
  - (i) the annual report to shareholders;
  - (ii) the annual information form, if required;
  - (iii) annual and interim MD&A;
  - (iv) prospectuses;
  - (v) news releases discussing financial results of the Company; and
  - (vi) other public reports of a financial nature requiring approval by the Board, and report to the Board with respect thereto;
- (c) review regulatory filings and decisions as they relate to the Company's consolidated financial statements;
- (d) review the appropriateness of the policies and procedures used in the preparation of the Company's consolidated financial statements and other required disclosure documents, and consider recommendations for any material change to such policies;
- (e) review and report on the integrity of the Company's consolidated financial statements;
- (f) establish procedures for:
  - (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
  - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters;
- (g) review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company;
- (h) review with management, the external auditors and, if necessary, with legal counsel, any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of the Company and the manner in which such matters have been disclosed in the consolidated financial statements;
- (i) review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, tax matters and disclosure of financial information;
- (j) review and recommend updates to the charter and receive approval of changes from the Board;
- (k) review the minutes of any audit committee of subsidiary companies;
- (l) and perform other functions as requested by the full Board.

## **PART 2 COMPOSITION OF THE AUDIT COMMITTEE**

The current members of the Audit Committee are Steven Krause, Chad Ulansky and Lana Eagle. All of the members are financially literate and Independent.

The terms “Independent” and “financially literate” have the meaning used in National Instrument 52-110 (“**NI 52-110**”) of the Canadian Securities Administrators.

## **PART 3 RELEVANT EDUCATION AND EXPERIENCE**

Based on their business and educational experiences, each Audit Committee member has an understanding of the accounting principles used by the Company; an ability to assess the general application of such principles in connection of the accounting for estimates, accruals and reserves; experience analyzing and evaluating financial statements that present a breadth and level of complexity of issues that can reasonably be expected to be raised by the Company’s financial statements, or experience actively supervising one or more individuals engaged in such activities; and an understanding of internal controls and procedures for financial reporting.

The relevant education and/or experience of each member of the Audit Committee is as follows:

**Steven Krause**, Director. Mr. Krause has been a Chartered Professional Accountant in British Columbia since 1997. Mr. Krause has been Chief Financial Officer of a number of TSX Venture Exchange companies as well as the previous Audit Committee Chair of Luna Gold Corp. from 2009 to 2017. Mr. Krause is a partner of Avisar Chartered Professional Accountants and is a director of K2 Gold Corporation.

**Chad Ulansky**, Director. Mr. Ulansky holds a BSc. in Geology from the University of Cape Town and commenced his career over 30 years ago working for Dia Met Minerals Ltd. on the project which yielded the Ekati diamond mine. Since then, he has led exploration programs in over 15 countries on four continents and is currently President, Chief Executive Officer and a director of each of Cantex Mine Development Corp., Metalex Ventures Ltd., and Northern Uranium Corp.

**Lana Eagle**, Director. Ms. Eagle is serving on several non-profit boards namely the Prospectors and Developers Association of Canada, Association of Mineral Exploration BC Geoscience BC and the Central City Foundation. Lana consults to the BC Security Commission regarding consulting with First Nations. Additionally, she sits on several advisory committees concerning building relationships and reconciliation with Indigenous Peoples in Canada. While her volunteer work is immense, Lana also finds time to build her consultancy which essentially advises mineral exploration companies, mining companies and mine suppliers on how to work better together with indigenous Peoples.

## **PART 4 AUDIT COMMITTEE OVERSIGHT**

At no time since the commencement of the Company’s most recently completed financial year was a recommendation by the Audit Committee to nominate or compensate an external auditor (currently, Davidson & Company LLP, Chartered Professional Accountants) not been adopted by the Board.

## **PART 5 RELIANCE ON CERTAIN EXEMPTIONS**

At no time since the commencement of the Company’s most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), the exemptions in Subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), Subsection 6.1.1(5) (*Events Outside Control of Member*), Subsection 6.1.1(6) (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (*Exemptions*).

## **PART 6 PRE-APPROVAL POLICIES AND PROCEDURES**

Formal policies and procedures for the engagement of non-audit services have yet to be formulated and adopted. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Board, and where applicable by the Audit Committee, on a case by case basis.

**PART 7            EXTERNAL AUDITOR SERVICE FEES (BY CATEGORY)**

The aggregate fees charged to the Company by the external auditor in each of the last two fiscal years are as follows:

	<u><b>FYE 2022</b></u>	<u><b>FYE 2021</b></u>
Audit fees for the year ended	\$45,549	\$50,610.00
Audit related fees	Nil	Nil
Tax fees	\$15,750	\$12,850
All other fees (non-tax)	Nil	Nil
<b>Total Fees:</b>	<b>\$61,299.00</b>	<b>\$63,460.00</b>

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" includes all other non-audit services.

**PART 8            EXEMPTION**

In respect of the most recently completed financial year, the Company is relying on the exemption set out in section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

**SCHEDULE “B”****KODIAK COPPER CORP.****CORPORATE GOVERNANCE**

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices* the Company is required to and hereby discloses its corporate governance practices as follows.

**PART 1 BOARD OF DIRECTORS**

The Board of Directors of the Company (the “**Board**”) facilitates its exercise of independent supervision over the Company’s management through frequent meetings of the Board.

Christopher Taylor, Kevin Tomlinson, Chad Ulansky, Steven Krause and Lana Eagle, directors of the Company, are “independent” in that they are free from any direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of his independent judgment.

Claudia Tornquist is the President and CEO of the Company and is therefore not independent.

**PART 2 DIRECTORSHIPS**

The following directors of the Company are currently directors of the following other reporting issuers:

<b>Name of Director</b>	<b>Name of Reporting Issuer</b>	<b>Exchange</b>
Chris Taylor	Great Bear Royalties Corp.	TSXV
Steven Krause	K2 Gold Corporation	TSXV
Kevin Tomlinson	C3 Metals Inc.	TSXV
	Bellevue Gold Limited	ASX
Claudia Tornquist	Silver One Resources Inc.	TSXV
	American Lithium Corp.	TSXV, Nasdaq
Chad Ulansky	Metalex Ventures Ltd.	TSXV
	Cantex Mine Development Corp	TSXV
	Northern Uranium Corp	TSXV

### **PART 3           ORIENTATION AND CONTINUING EDUCATION**

The Board briefs all new directors with the policies of the Board and other relevant corporate and business information. The Board's continuing education is typically derived from correspondence with the Company's legal counsel to remain up-to-date with developments in relevant corporate and securities law matters.

### **PART 4           ETHICAL BUSINESS CONDUCT**

The Company has implemented a Code of Business Conduct and Ethics as of January 2021. A copy of the Code of Business Conduct and Ethics can be found on SEDAR under the Company's profile. The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Under corporate legislation, a director is 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. Subject to certain exceptions, a director is required to disclose to the Board the nature and extent of any interest of the director in any material contract or material transaction, whether entered into or proposed, if the director has a material interest in such contract or transaction or is a director or officer of, or has a material interest in, a person who has a material interest in such contract or transaction. A director is not required to disclose to the Board its interest in a contract or transaction in certain situations, including where the contract or transaction merely (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, or (ii) is for indemnity or insurance for the benefit of the director in connection with the Company. If the director abstains from voting after disclosure of their interest and the other directors approve the contract or transaction, the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the transaction must be approved by the shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability.

### **PART 5           NOMINATION OF DIRECTORS**

The Company's Compensation and Governance Committee is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of the shareholders.

New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required, shown support for the Company's mission and strategic objectives, and a willingness to serve.

### **PART 6           COMPENSATION**

The Board and the Company's Compensation and Governance Committee conduct annual reviews of the compensation of directors, the CEO and other senior executives and consultants. To make its recommendation on CEO and directors' compensation, the Board and the Compensation and Governance Committee take into account the types of compensation and the amounts paid to CEOs and directors of comparable publicly traded Canadian companies. See "*Statement of Executive Compensation – Compensation Discussion and Analysis*".

### **PART 7           OTHER BOARD COMMITTEES**

The Board has no other committees, other than the Audit Committee; Compensation and Governance Committee; and Health, Safety, Environment and Community Committee. The Compensation and Governance Committee is responsible for determining compensation for the directors, the CEO and other senior executives and consultants of the Company. The Health, Safety, Environment and Community Committee is responsible to ensure that the Company is operating in a safe and sustainable manner, respecting our environment and investing in our people and local communities.



**PART 8           ASSESSMENTS**

At present, the Board does not have a formal process for assessing the effectiveness of the Board, its committees or individual directors. These matters are dealt with on a case by case basis at the Board level.

**SCHEDULE “C”**

**KODIAK COPPER CORP.**

**STOCK OPTION PLAN**

**(Effective June 21, 2021 and amended on June 29, 2022)**

**ARTICLE 1**

**PURPOSE**

- 1.1 **Purpose.** The purpose of the Plan (as defined herein) of the Corporation is to advance the interests of the Corporation and its Affiliates by (a) attracting, rewarding and retaining highly competent persons as Employees, Officers, Directors, and Consultants; (b) providing additional incentives to Employees, Officers, Directors, and Consultants as determined by the Board by aligning their interests with those of the Corporation’s Shareholders; and (c) promoting the success of the Corporation’s business.
- 1.2 **Effective Date and Replacement.** The effective date of the Plan is June 21, 2021 (the “**Effective Date**”), as amended on June 29, 2022. As of the Effective Date, the Plan will replace the Stock Option Plan of the Corporation dated April 11, 2011 (the “**Prior Plan**”). All awards granted under the Prior Plan and which remain outstanding at the Effective Date will remain in full force and effect in accordance with their terms; however, following the Effective Date, no additional grants shall be made under the Prior Plan, and the Prior Plan will terminate on the date upon which no further Outstanding Options (as defined herein) remain outstanding.

**ARTICLE 2**

**DEFINED TERMS**

- 2.1 **Definitions.** The following terms used herein shall have the following meanings:

“**Affiliate**” means an entity which is an “affiliate” of the Corporation for the purposes of the Securities Act;

“**Associate**” has the meaning given to such term in Policy 1.1 – *Interpretation* of the TSXV Manual;

“**Award**” means an Option(s) granted pursuant to the Plan;

“**Award Agreement**” means an award agreement in the form determined by the Board from time to time;

“**Black-Out Period**” means a restriction formally imposed by the Corporation, pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information, on all or any of its Participants whereby such Participants are prohibited from exercising, redeeming or settling their Awards;

“**Board**” means the board of directors of the Corporation or, if established and duly authorized to act in respect of the Plan, a committee of the board of directors of the Corporation;

**“Business Day”** means any day, other than a Saturday or a Sunday, on which the Exchange is open for trading;

**“Change of Control”** means the occurrence of any of the following:

- (i) the acquisition by any Person (whether from the Corporation or from any other Person) of Shares or other securities of the Corporation having rights of purchase, conversion or exchange into Shares which together with securities of the Corporation held by such Person, either alone or together with Persons “acting jointly or in concert” (as such phrase is defined by the Securities Act) with such Person, exceeds 50% of the issued and outstanding Shares, (assuming for this test the purchase, conversion or exchange of such other securities, whether then purchasable, convertible or exchangeable or not, into the highest number of Shares, such Person or Persons would be entitled to);
- (ii) the amalgamation of the Corporation with or into any one or more other corporations (other than: (a) an amalgamation of the Corporation with or into a subsidiary (as such term is defined in the Securities Act) of the Corporation; or (b) an amalgamation or merger of the Corporation unanimously recommended by the Board provided that the former holders of Shares receive, in the aggregate and in their capacities as such, shares of the amalgamated corporation having attached thereto not less than 50% of the votes attached to all shares of such amalgamated or merged corporation);
- (iii) the election at a meeting of the Corporation’s Shareholders of that number of persons which would represent a majority of the Board, who are not included in the slate or election as directors proposed to the Corporation’s Shareholders by the Corporation; or
- (iv) the completion of any transaction or the first of a series of transaction which would have the same or similar effect as any transaction or series of transactions referred to in subsections (i) and (ii) referred to above;

**“Common Shares”** means the common shares of the Corporation;

**“Company”** means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

**“Consultant”** means:

- (a) an individual (other than a Director, Officer or Employee of the Corporation or an Affiliate) who:
  - (i) provides ongoing consulting, technical, management or other services to the Corporation or an Affiliate other than services provided in relation to a “distribution” (as such term is defined in the Securities Act), under a written contract with the Corporation or an Affiliate;
  - (ii) possesses technical, business or management expertise of value to the Corporation or an Affiliate; and

- (iii) in the opinion of the Corporation, spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an Affiliate; or

(b) a Consultant Company;

"**Consultant Company**" means a Consultant that is a Company;

"**Corporation**" means Kodiak Copper Corp., a corporation incorporated under the laws of the Province of British Columbia, and any successor corporation;

"**Director**" means a director (as defined under the Securities Act) of the Corporation or of any of its Affiliates;

"**Eligible Person**" means, subject to all applicable laws, any Employee, Officer, Director, Management Company Employee or Consultant of the Corporation or of any Affiliate and includes a Company that is wholly owned by any such individual(s);

"**Employee**" means,

- (i) an individual who is considered an employee of the Corporation or an Affiliate under the Tax Act and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source; or
- (ii) an individual who works full-time for the Corporation or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or an Affiliate over the details and method of work as an employee of the Corporation or an Affiliate, but for whom income tax deductions are not made at source; or
- (iii) an individual who works for the Corporation or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or an Affiliate over the details and methods of work as an employee of the Corporation or an Affiliate, but for whom income tax deductions are not made at source;

"**Exchange**" means the TSX Venture Exchange (TSXV) or, if the Shares are not then listed and posted for trading on the TSXV, on such stock exchange in Canada on which such Shares are listed and posted for trading as may be selected for such purpose by the Board;

"**Insider**" has the meaning given to such term in Policy 1.1 – *Interpretation* of the TSXV Manual;

"**Investor Relations Service Provider**" has the meaning given to such term in Policy 4.4;

"**Management Company Employee**" means an individual employed by a Company providing management services to the Corporation which services are required for the ongoing successful operation of the business enterprise of the Corporation;

“**Market Price**” as at any date means the volume weighted average trading price of the Shares on the Exchange for the five trading days immediately preceding the relevant date, calculated by dividing the total value by the total volume of Shares traded for the relevant period, rounded up to the nearest cent. In the event that the Shares are not then listed and posted for trading on any Exchange, the Market Price in respect thereof shall be the fair market value of such Shares as determined by the reasonable application by the Board of a reasonable valuation method;

“**Offer**” has the meaning set out in Section 6.1;

“**Officer**” means an officer (as such term is defined in the Securities Act) of the Corporation or an Affiliate;

“**Option**” means an option granted to purchase Shares for the Option Price under the terms of the Plan;

“**Option Price**” means the price per share at which Shares may be purchased under an Option, as the same may be adjusted from time to time in accordance with Article 6 hereof;

“**Outstanding Option**” has the meaning given to such term in Section 4.1;

“**Participant**” means an Eligible Person who holds an Award under the terms of the Plan; “**Plan**” means this Option plan, as the same may be amended from time to time;

“**Policy 4.4**” means Policy 4.4 – *Security Based Compensation* of the TSXV Manual;

“**Promoter**” has the meaning given to such term in Policy 1.1 – *Interpretation* of the TSXV Manual;

“**Securities Act**” means the *Securities Act* (British Columbia) as in force from time to time;

“**Security Based Compensation**” has the meaning given to such term in Policy 4.4;

“**Security Based Compensation Arrangement**” means any option, share option plan, share incentive plan, employee share purchase plan where the Corporation provides any financial assistance or matching mechanism, stock appreciation right or any other compensation or incentive mechanism involving the issuance or potential issuance of securities from the Corporation’s treasury to a Participant, but for greater certainty does not involve compensation arrangements which do not involve the issuance or potential issuance of securities from the Corporation’s treasury or arrangements under which compensation arrangements are settled solely in cash and/or securities purchased on the secondary market;

“**Shareholder**” means a holder of Common Shares;

“**Shares**” mean the common shares of the Corporation as currently constituted or, in the event of an adjustment as contemplated by Article 6, such other shares or securities to which a Participant may be entitled or on which the value of an Award may be based, as a result of such adjustment;

“**Tax Act**” means the *Income Tax Act* (Canada) as amended from time to time;

“**Termination Date**” means the date a Participant ceases to be an Eligible Person and, unless otherwise provided herein, does not include any period of statutory, contractual or reasonable notice or any period of salary continuance or deemed employment;

“**TSXV**” means the TSX Venture Exchange;

“**TSXV Manual**” means the TSXV Corporate Finance Manual; and

“**VWAP**” means the volume-weighted average trading price of the Shares on the TSXV calculated by dividing the total value by the total volume of the Shares traded for the five trading days immediately preceding the exercise of the subject Option, provided that the TSXV may exclude internal crosses and certain other special terms trades from the calculation.

### **ARTICLE 3 ADMINISTRATION OF THE PLAN**

3.1 **General.** The Plan shall be administered by the Board which shall have the power, subject to the specific provisions of the Plan:

- (a) to establish policies and to adopt rules and regulations for carrying out the purposes, provisions and administration of the Plan;
- (b) to interpret and construe the Plan and to determine all questions arising out of the Plan and any Award granted pursuant to the Plan, where every such interpretation, construction or determination made by the Board shall be final, binding and conclusive for all purposes;
- (c) to determine the Eligible Persons to whom Awards are granted and to grant Awards;
- (d) to determine the number of Awards;
- (e) to determine the Option Price, provided that the Option Price is in accordance with the terms of the Plan;
- (f) to determine the time or times when Awards will be granted and exercisable;
- (g) to determine if the Shares that are subject to an Award will be subject to any restrictions upon the exercise of such Award;
- (h) to prescribe the form of the instruments or Award Agreements relating to the grant, exercise and other terms of Awards;
- (i) to determine whether, to what extent, and under what circumstances an Award may be exercised in cash, through a cashless exercise pursuant to Section 6.4, through broker-assisted cashless exercise pursuant to Section 7.7(b), or through net exercise pursuant to Section 7.7(c) or otherwise;
- (j) to correct any defect (including but not limited to amending an Award Agreement to comply with applicable law), supply any omission, or reconcile any inconsistency in

the Plan or any Award Agreement in the manner and to the extent it shall deem desirable to carry out the purposes of the Plan;

- (k) to authorize withholding arrangements pursuant to Section 9.4 of the Plan;
- (l) to authorize any person to execute on behalf of the Corporation any instrument required to effect the grant of an Award previously granted by the Board; and
- (m) to make all other determinations and take all other actions described in the Plan or as the Board otherwise deems necessary or advisable for administering the Plan and effectuating its purposes.

The powers described in this Section 3.1 shall be exercised in accordance with applicable securities laws and the rules and policies of the Exchange.

- 3.2 **Delegation of Administration**. The Board may, from time to time, delegate the administration of all or any part of the Plan to a committee of the Board and shall determine the scope of and may revoke or amend such delegation.
- 3.3 **Award Agreement**. Each Participant shall execute an Award Agreement. In the event of any inconsistency between the terms of any Award Agreement and the Plan, the terms of the Plan shall govern.
- 3.4 **Awards May be Separate or in Tandem**. In the Board's discretion, Awards may be granted alone, in addition to, or in tandem with any other Award or any award granted under all other Security Based Compensation Arrangements of the Corporation or an Affiliate. Awards granted in addition to or in tandem with other awards may be granted either at the same time or at different times.

#### **ARTICLE 4 SHARES SUBJECT TO THE PLAN**

- 4.1 **Shares Subject to the Plan**. The Shares to be subject to or related to Awards under the Plan will be authorized and unissued Shares of the Corporation. The maximum number of Shares that are issuable to Eligible Persons under Awards subject to the Plan is that number of Shares equal to 10% of the number of issued and outstanding Shares on the particular date of grant of Options. There are 3,483,000 Options (the "**Outstanding Options**") outstanding as of the Effective Date which were granted under the Prior Plan, which will remain in full force and effect in accordance with their terms. The number of Shares issuable upon exercise of the Outstanding Options shall be included in the calculation of the maximum number of Shares issuable pursuant to Options.
- 4.2 **Terminated or Cancelled Options**. If any Option expires or is otherwise cancelled or terminated for any reason without having been exercised in full, the number of Shares in respect of such expired or cancelled or terminated Option shall again be available for the purposes of granting Options pursuant to the Plan.
- 4.3 **Awards to Insiders**. If the Corporation is listed on the TSXV, under no circumstances shall the Plan, together with all other Security Based Compensation Arrangements of the Corporation, result, at any time (for so long as such limitations are required by the TSXV), in:

- (a) the number of Shares issuable to Insiders (as a group) exceeding ten percent (10%) of the issued and outstanding Shares (on a non-diluted basis) at any time, unless the Corporation has obtained disinterested Shareholder approval as required by the TSXV; or
- (b) the issuance to Insiders (as a group), within any 12 month period, of a number of Shares exceeding ten percent (10%) of the issued and outstanding Shares (on a non-diluted basis) calculated as at a date any Security Based Compensation is granted or issued to any Insider, unless the Corporation has obtained disinterested Shareholder approval as required by the TSXV.

4.4 **Maximum Awards.** If the Corporation is listed on the TSXV, the following limitations shall apply to the Plan so long as such limitations are required by the TSXV:

- (a) the maximum number of Shares which may be issuable pursuant to all Security Based Compensation Arrangements of the Corporation in any 12 month period to any one Eligible Person (or any Company that is wholly-owned by that person) must not exceed five percent (5%) of the issued and outstanding Shares (on a non-diluted basis) calculated as at a date any Security Based Compensation is granted or issued to the Eligible Person, unless the Corporation has obtained disinterested Shareholder approval as required by the TSXV; and
- (b) the maximum number of Shares which may be issuable pursuant to all Security Based Compensation Arrangements of the Corporation in any 12 month period to any one Consultant must not exceed two percent (2%) of the issued and outstanding Shares (on a non-diluted basis) calculated as at a date any Security Based Compensation is granted or issued to the Consultant.

4.5 **Restrictions on Exercise.** Notwithstanding any of the provisions contained in the Plan or any Award, the Corporation's obligation to issue Shares to a Participant pursuant to the exercise of an Award shall be subject to:

- (a) the completion of such registration or other qualification of such Shares or the approval of the Exchange or such other regulatory authority as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the admission of such Shares to listing on the Exchange; and
- (c) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares as the Corporation or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

In this regard, the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on the Exchange. If any Shares cannot be issued to any Participant for any reason including, without limitation, the failure to obtain necessary Shareholder, regulatory or stock exchange approval, then the obligation of the Corporation to issue such Shares shall



terminate and any amounts paid by the Participant to the Corporation to exercise an Award shall be returned to the Participant.

- 4.6 **Non-Assignable**. An Award is personal to the Participant and is non-assignable and non-transferable, except with the prior written consent of the Corporation and any required consent of the Exchange and any other applicable regulatory authority. Notwithstanding the foregoing, an Award granted to a Consultant that is a Company or partnership, may be assigned to a Management Company Employee of such Consultant.
- 4.7 **Substitute Awards**. Subject to TSXV approval, the Board may grant Awards under the Plan in substitution for share and share-based awards held by employees, directors, consultants or advisors of another company (an “**Acquired Company**”) in connection with a merger, consolidation or similar transaction involving such Acquired Company and the Corporation or an Affiliate or the acquisition by the Corporation or an Affiliate of property or stock of the Acquired Company. The Board may direct that the substitute Awards be granted on such terms and conditions as the Board considers appropriate in the circumstances, subject to the approval of the TSXV.

## **ARTICLE 5 ELIGIBILITY AND CEASING TO BE AN ELIGIBLE PERSON**

- 5.1 **Eligible Persons**. Awards may only be granted to Eligible Persons. For greater certainty, a Participant must be a bona fide Director, Officer, Employee, Management Company Employee or Consultant of the Corporation or an Affiliate (or a Company that is wholly-owned by such individual(s)) at the time the Award is granted or issued in order to be eligible for the grant or the issuance of an Award. If the Corporation is listed on the TSXV, in order to be eligible to receive Awards in the case of Employees, Consultants and Management Company Employees, the Award Agreement to which they are a party must contain a representation of the Corporation and of such Employee, Consultant or Management Company Employee, as the case may be, that such Employee, Consultant or Management Company Employee is a bona fide Employee, Consultant or Management Company Employee of the Corporation or an Affiliate, as the case may be.
- 5.2 **Compliance with Laws**. Notwithstanding any provision contained in the Plan, no Participant may exercise any Award granted under the Plan and no Shares may be issued upon exercise of an Award unless such exercise and issuance are in compliance with all applicable securities laws or other legislation of the jurisdiction of residence of such person and in compliance with the terms of the Plan. Unless the potential Participant is a resident of Canada, the Corporation may require, as a condition of the grant of an Award, that the potential Participant provide a written acknowledgement that the grant of the Award does not violate any such laws.
- 5.3 **Termination Date**. Subject to Section 5.4, 5.5 and 5.6 and any express resolution passed by the Board, all Awards, and all rights to acquire Shares pursuant thereto, granted to an Eligible Person shall expire and terminate immediately upon the Participant’s Termination Date.
- 5.4 **Circumstances When Awards are Exercisable**. If, before the expiry of an Award in accordance with the terms thereof, a Participant ceases to be an Eligible Person for any reason whatsoever, other than termination by the Corporation for cause (in which case all

unexercised Awards (vested or unvested) shall cease immediately), such Awards may, subject to:

- (a) the terms set out in the Award Agreement;
- (b) any determination made by the Board to accelerate the vesting of or to extend the expiry of an Award (provided that if the Corporation is listed on the TSXV (for so long as such limitations are required by the TSXV)) any extension of the expiry of an Award cannot exceed 12 months from the date the Participant ceases to be an Eligible Person and no acceleration of vesting of Awards granted to an Investor Relations Service Provider can be made without the prior written acceptance of the TSXV; and
- (c) any other terms of the Plan, be

exercised, as applicable;

- (d) if the Participant is deceased, by the heirs of the Participant or by legal personal representative(s) of the estate of the Participant at any time within 12 months following the death of the Participant; or
- (e) by the Participant at any time within ninety (90) days following the Termination Date.

But, in any case, subject to any determination of the Board, the exercise of the Award must be prior to the expiry date of the Option in accordance with the terms thereof, and only to the extent that the Award was vested and the Participant was otherwise entitled to exercise the Award at the Termination Date, subject to any determination by the Board to accelerate the vesting of an Award or extend the expiry of an Award.

#### 5.5 **Death or Termination of Employment or Engagement.**

- (a) Notwithstanding Section 5.4, in the event of the death of a Participant while in the employment or engagement of the Corporation or any Affiliate, all Awards granted to that Participant prior to the date of death shall be deemed to be vested in the Participant on the date of death.
- (b) Except as specifically provided for in the Plan or in any Award Agreement, or as otherwise agreed to or determined by the Board, if the employment or engagement of a Participant with the Corporation or any Affiliate is terminated for any reason prior to the exercise of any Award, then the Participant shall be deemed to have forfeited all right, title and interest with respect to any Award not fully vested upon that Participant's last day of such employment which shall be considered to be:
  - (i) if the Participant is terminated for just cause, the actual date of termination; and
  - (ii) if the Participant is terminated for reasons other than just cause, the date which is the later of: (i) the conclusion of any statutory, contractual or common law period of notice of termination of employment to which that Participant is entitled; and (ii) 90 days after the Termination Date.

- (c) Notwithstanding the foregoing, in the event that a Participant's employment or engagement with the Corporation or any Affiliate is terminated without just cause or if the Participant resigns from such employment or engagement then, at the sole and unfettered discretion of the Board, all or any portion of the Awards granted to that Participant may be deemed to have vested on the date of termination or resignation.

- 5.6 **Another Listed Category.** Awards shall not be affected in the event the Participant ceases to fall within a listed category contained in the definition of an "Eligible Person" hereunder where such Participant falls within another listed category of such definition.

## ARTICLE 6 CERTAIN ADJUSTMENTS

- 6.1 **Offer for Shares.** In the event that any take-over bid (as defined in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*) for the Shares is made (an "Offer") all Shares subject to outstanding Options not then exercisable shall thereupon become immediately exercisable. Further, the Participant shall be entitled to include in the written notice of election to exercise all or any part of the Option that such Participant is electing to exercise the Option with the intention of tendering the Shares acquired upon such exercise into the Offer. If such election is made, in the event that the Offer is not completed and the relevant Shares are not taken up and paid for by the offeror under such Offer (or a competing Offer), the Participant shall, upon return of certificates representing such Shares, be deemed not to have exercised the Option with respect to such Shares and the Corporation shall return to the Participant the subscription proceeds therefor and/or take such other actions to enable the parties to re-establish as closely as possible their situations and respective economic positions as they existed prior to the making of the Offer and had no Options become exercisable as a result thereof, while making allowance for taxation, regulatory and other irreversible events and consequences which many have intervened since the making of the Offer.
- 6.2 **Changes in Shares.** In the event of any stock dividend, stock split, combination or exchange of shares, merger, amalgamation, acquisition, divestiture, consolidation, spin-off or other distribution (other than normal cash dividends) of the Corporation's assets to Shareholders, or any other change in the capital of the Corporation affecting Shares, the Board will, subject to TSXV approval, if required, make such proportionate adjustments, if any, as the Board in its discretion may deem appropriate to reflect such change, with respect to (i) the number or kind of Shares or other securities reserved for issuance pursuant to the Plan; (ii) the number or kind of Shares or other securities subject to unexercised or unredeemed Awards previously granted; and (iii) the Option Price or the Market Price of a Share at the date of grant, as applicable, of Awards. Any adjustment, other than in connection with a security consolidation or a security split, is subject to the prior acceptance of the TSXV.
- 6.3 **No Fractional Shares.** The Corporation will not issue fractional Shares in satisfaction of any of its obligations hereunder. All fractional Shares shall be rounded down to the nearest whole number and no payment will be made with respect to the fractional Shares, which shall be disregarded.
- 6.4 **Payment on Change of Control.** Notwithstanding any other provisions of the Plan, in the event of the occurrence of a Change of Control of the Corporation of which a Participant is an Eligible Person, with respect to all Options that are outstanding for such

Participant on the date of the Change of Control (the “**CoC Date**”), (i) all vesting criteria, if any, applicable to such Options shall be deemed to have been satisfied as of the CoC Date and (ii) except as may be otherwise provided under the terms of any other employee benefit plan approved by the Board, each Participant who has received any such Options and whose employment or consulting arrangement with the Corporation or an Affiliate of the Corporation immediately following the Change of Control is terminated shall be entitled to receive, in full settlement of such Option, the difference between the Special Value and the Option Price in respect of such Option, payable on the date which is ten Business Days following the CoC Date.

For the purpose of this Section 6.4, the term “**Special Value**” means an amount which, subject to acceptance of the TSXV and the determination of the Board, is determined as follows: (i) if any Shares are sold as part of the transaction constituting the Change of Control, then the Special Value shall equal the weighted average of the prices paid for those Shares by the acquirer, provided that if any portion of the consideration paid for such Shares by the acquirer is paid in property other than cash, then the Board (as constituted immediately prior to the CoC Date) shall determine the fair market value of such property as of the CoC Date for purposes of determining the Special Value; and (ii) if no Shares are sold as part of the transaction constituting the Change of Control, then the Special Value shall be the Market Price of a Share on the day immediately preceding the CoC Date.

## **ARTICLE 7 OPTIONS**

- 7.1 **Grant of Options.** The Board may grant Options to Eligible Persons.
- 7.2 **Option Exercise Term.** Options shall be exercisable from time to time as determined in the discretion of the Board at the time of grant, provided that, subject to Section 7.3, no Option shall have a term exceeding ten (10) years (or such shorter period as is required by the Exchange from time to time).
- 7.3 **Black-Out Period.** Except where not permitted by the Exchange, where an Option would expire during a Black-Out Period, the term of such Option shall be automatically extended to the date which is ten (10) Business Days following the end of such Black-Out Period.
- 7.4 **Terms of Options.** Subject to this Article, the number of Shares subject to each Option, the Option Price, the expiration date of each Option, the extent to which each Option is exercisable from time to time during the term of the Option and other terms and conditions (including vesting) relating to each such Option shall be determined by the Board; provided, however, that if no specific determination is made by the Board with respect to any of the following matters, each Option shall, subject to any other specific provisions of the Plan, contain the following terms and conditions:
- (a) no Option shall have a term exceeding (10) years from the date the Option is granted to the Participant (or such shorter period as is required by the Exchange from time to time);
  - (b) subject to a minimum exercise price per Share as is required pursuant to the policies of the Exchange, the Option Price shall not be less than the Option Price determined in accordance with Section 7.5; and

- (c) except as provided in Section 7.10 and otherwise in compliance with the policies of the Exchange, the Board shall determine the manner in which an Option shall vest and become exercisable.

7.5 **Restrictions on Option Price.** The Option Price shall in no circumstances be lower than the greater of:

- (a) the closing trading price of the Shares on the day immediately preceding the issuance of the news release announcing the grant of the Option, less the discount permitted by the Exchange, and
- (b) if, in accordance with the policies of the Exchange, the Corporation is not required to issue a news release to announce the grant and exercise price of the Option, the closing price of the Shares on the day immediately preceding the date of the grant of the Option, less the discount permitted by the Exchange.

7.6 **Exercise of Options.** Subject to the provisions of the Plan and the Award Agreement, an Option may be exercised from time to time by delivery to the Corporation at its principal office of a written notice of exercise addressed to the Chief Financial Officer of the Corporation in a form approved by the Board from time to time and accompanied by the Award Agreement and payment in full of the Option Price for the Shares to be purchased. Upon receipt of payment in full and subject to the terms of the Plan, the number of Shares in respect of which the Option is exercised will be duly issued to the Participant as fully paid and non-assessable.

7.7 **Form of Consideration.** The Board shall determine the acceptable form of consideration for exercising an Option, including the method of payment. To the extent approved by the Board at the time of the grant of an Option and to the extent provided for in the Award Agreement relating to such Option and subject to applicable law, the consideration for the exercise of an Option may be paid in any one, or any combination, of the forms of consideration set forth in subsections (a), (b), (c) and (d) below.

- (a) **Cash Equivalent.** Consideration may be paid by cash, cheque, electronic transfer of funds, or other cash equivalent approved by the Board.
- (b) **Broker-Assisted Cashless Exercise.** Subject to the Board's approval and further subject to the Shares being traded on an Exchange, consideration may be paid by the Participant as follows: (i) a brokerage firm loans money to the Participant in order for the Participant to exercise Options to acquire Shares (the "**Loan**"); (ii) the brokerage firm then sells a sufficient number of Shares to cover the Option Price of the Options that were exercised by the Participant in order to repay the Loan; and (iii) the brokerage firm receives an equivalent number of Shares from the exercise of the Options and the Participant receives the balance of the Shares or the cash proceeds from the balance of such Shares.
- (c) **Net Exercise.** Subject to the Board's approval and further subject to the Shares being traded on the Exchange, consideration may be paid by reducing the number of Shares otherwise issuable under the Options such that, in lieu of a cash payment to the Corporation, a Participant, excluding Investor Relations Service Providers, only receives the number of Shares that is equal to the quotient obtained by dividing:
- (i) the product of the number of Options being exercised multiplied by the difference

between the VWAP of the underlying Shares and the Option Price of the subject Options, by (ii) the VWAP of the underlying Shares. The number of Shares delivered to the Participant may be further reduced to satisfy applicable tax withholding obligations pursuant to Section 9.4. In the event of a net exercise, the number of Options exercised, surrendered or converted, and not the number of Shares issued, must be included in calculating the limits set forth in Sections 4.1, 4.3, 4.4 and 7.10.

- (d) Other Methods. Consideration may be paid using such other methods of payment as the Board, as its discretion, deems appropriate from time to time.

**7.8 Restrictive Legends.** Any Award Agreement or certificate representing Options will bear the following legend, if required pursuant to the policies of the TSXV (including, but not limited to, any Award Agreement or certificate representing Options granted to a Director, Officer or a Promoter of the Corporation):

*Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate, and any securities issued upon exercise hereof, may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [NTD: The date that is four months and one day after the date of the grant of the Option will be inserted].*

Any certificate representing Shares issued pursuant to an exercise of an Option before the date that is four month and one day after the date of grant of an Option will bear the following legend, if required pursuant to the policies of the TSXV (including, but not limited to, any certificate representing Shares issued pursuant to an exercise of an Option granted to a Director, Officer or a Promoter of the Corporation):

*Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [NTD: The date that is four months and one day after the date of the grant of the Option will be inserted].*

AND, if the optionee is a resident of the United States, the following additional legend:

*The securities represented hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "US Securities Act"). The holder hereof, by purchasing such securities, agrees for the benefit of the Issuer that such securities may be offered, sold, pledged or otherwise transferred only (A) to the Issuer, (B) outside of the United States in accordance with Rule 904 of Regulation S under the US Securities Act if available, (C) inside the United States (1) pursuant to the exemption from the registration requirements under the US Securities Act provided by Rule 144 thereunder, if available, and in accordance with the applicable state securities laws, or (2) in a transaction that does not require registration under the US Securities Act or any applicable State laws and*

*regulations governing the offer and sale of securities, and the holder has prior to such sale furnished to the Issuer an opinion of counsel, of recognized standing, reasonably satisfactory to the Issuer. Delivery of this certificate may not constitute "Good Delivery" in settlement of transactions on stock exchanges in Canada. If the Issuer is a "Foreign Issuer" as that term is defined by Regulation S at the time of sale, a new certificate, bearing no legend, delivery of which will constitute "Good Delivery" may be obtained from the Registrar upon delivery of this certificate and a duly executed declaration, in a form satisfactory to the registrar and the Issuer, to the effect that the sale of the securities represented hereby is being made in compliance with Rule 904 of Regulation S under the US Securities Act. (This legend is valid for one year from the date of issuance of the common shares obtained by exercise of the stock option).*

- 7.9 **Accelerated Vesting.** Notwithstanding any vesting conditions the Board may have established in respect of a grant of Options, upon the occurrence of a Change of Control, take-over bid, reverse take-over or other similar transaction involving the Corporation, all outstanding Options will become fully vested, provided that if the Corporation is listed on the TSXV (for so long as such limitations are required by the TSXV) no acceleration of vesting of Awards granted to an Investor Relations Service Provider can be made without the prior written acceptance of the TSXV.
- 7.10 **Limits for Investor Relations Service Providers.** Notwithstanding any other provision of the Plan, if the Corporation is listed on the TSXV, for so long as such limitation is required by the TSXV, the maximum number of Options which may be granted within any 12 month period to Investor Relations Service Providers (as a group) must not exceed two percent (2%) of the issued and outstanding Shares (on a non-diluted basis) calculated as at the date any Option is granted to any such Investor Relations Service Provider and such Options must vest in stages over 12 months with no more than 25% of the Options vesting in any three month period.

## ARTICLE 8 AMENDMENT PROCEDURE

- 8.1 **Amendment Procedure.** The Corporation retains the right to amend or terminate the terms and conditions of the Plan, in whole or in part, by resolution of the Board. If required, any amendments shall be subject to the prior consent of any applicable regulatory bodies, including the Exchange. Any amendment to the Plan shall take effect with respect to all outstanding Awards on the date of, and all Awards granted after, the effective date of such amendment, provided that in the event any amendment materially and adversely affects any outstanding Awards it may apply to such outstanding Awards only with the mutual consent of the Corporation and the Participant to whom such Awards have been granted, unless such amendment is required by applicable laws or the rules and policies of the Exchange. The Board shall have the power and authority to approve amendments relating to the Plan or to Awards, without further approval of the Shareholders of the Corporation, including the following non-exhaustive list of such amendments:
- (a) altering, extending or accelerating the terms and conditions of any Awards;
  - (b) amending the termination provisions of an Award (which do not entail an extension beyond the original expiry date of the Award), which amendment shall include

determining that any provisions of Article 5 concerning the effect of the Participant ceasing to be an Eligible Person shall not apply for any reason acceptable to the Board;

- (c) determining adjustments pursuant to Article 6 hereof;
- (d) amending the definitions contained within the Plan and other terms of the Plan for the purpose of clarifying such provisions (and not having the effect of altering the scope, nature and intent of such provisions), including, but not limited to the definition of “Eligible Person” under the Plan except as provided in Section 8.2(c) (which, for greater certainty, does not have the potential of broadening or increasing participation in the Plan by Insiders);
- (e) amending or modifying the mechanics of exercise or redemption of the Awards as set forth in the Plan;
- (f) effecting amendments of a “housekeeping” nature including, without limited the generality of the foregoing, any amendment for the purpose of fixing typographical errors or curing any ambiguity, error, inconsistency or omission in or from the Plan;
- (g) effecting amendments necessary to comply with the provisions of applicable laws (including, without limitation, the rules, regulations and policies of the Exchange);
- (h) effecting amendments respecting the administration of the Plan;
- (i) effecting amendments necessary to suspend or terminate the Plan; and
- (j) amendments which do not require Shareholder approval pursuant to applicable law or the rules and policies of the Exchange.

**8.2 Shareholder Approval.** Notwithstanding the foregoing, approval of the Shareholders of the Corporation shall be required for the following types of amendments:

- (a) increasing the number of Shares issuable under the Plan, except such increase by operation of Section 4.2 and in the event of an adjustment contemplated by Article 6;
- (b) any reduction in the Option Price of an Option, or the extension to the expiry date of an Option, held by an Insider at the time of the proposed amendment is subject to disinterested Shareholder approval, if the Corporation is listed on the TSXV and such condition is required by the TSXV);
- (c) amending the listed categories contained in the definition of “Eligible Persons” hereunder which would have the potential of broadening or increasing participation in the Plan by Insiders;
- (d) amending Section 8.1 hereof and this Section 8.2; and
- (e) making any amendments required to be approved by Shareholders under applicable law (including, without limitation, pursuant to the rules, regulations and policies of the Exchange).



Where required by the policies of the Exchange, the Shareholder approval required by this Section 8.2 shall be by the majority vote of the Shareholders of the Corporation excluding any votes cast by Insiders who are entitled to participate as Eligible Persons under the Plan or who will specifically benefit from the proposed amendment.

- 8.3 **Conflict.** In the event of any conflict between Section 8.1 and Section 8.2, the latter shall prevail to the extent of the conflict.

## **ARTICLE 9 GENERAL**

- 9.1 **No Rights as Shareholder.** The holder of an Award shall not have any rights as a Shareholder of the Corporation with respect to any Shares covered by such Award until such holder shall have exercised such Award and been issued Shares in accordance with the terms of the Plan (including tender of payment in full of the Option Price of the Shares in respect of which an Option is being exercised, together with any required withholdings) and the Corporation shall issue such Shares to the Participant in accordance with the terms of the Plan in those circumstances.
- 9.2 **No Rights Conferred.**
- (a) Nothing contained in the Plan or any Award shall confer upon any Participant any right with respect to continuance as a Director, Officer, Employee, or Consultant or Management Company Employee of the Corporation or its Affiliates, or interfere in any way with the right of the Corporation of its Affiliates to terminate the Participant's employment at any time.
  - (b) Nothing contained in the Plan or any Award shall confer on any Participant who is not a Director, Officer, Employee, or Consultant or Management Company Employee any right to continue providing ongoing services to the Corporation or its Affiliates or affect in any way the right of the Corporation of its Affiliates to determine to terminate his, her or its contract at any time.
- 9.3 **Tax Consequences.** It is the responsibility of the Participant to complete and file any tax returns which may be required under any applicable tax laws within the period specified in those laws as a result of the Participant's participation in the Plan. The Corporation shall not be responsible for any tax consequences to the Participant as a result of the Participant's participation in the Plan. The Participant shall remain responsible at all times for paying any federal, provincial, local and foreign income or employment tax due with respect to any Award, and the Corporation shall not be liable for any interest or penalty that a Participant incurs by failing to make timely payments of tax.
- 9.4 **Withholding Requirements.** Prior to the delivery of any Shares or cash pursuant to the grant, exercise, vesting, or settlement of an Award, the Corporation shall have the power and the right to deduct or withhold, or to require a Participant to remit to the Corporation, an amount sufficient to satisfy any federal, provincial, local and foreign taxes that the Corporation determines is required to be withheld to comply with applicable laws. The Corporation shall make any withholdings or deductions in respect of taxes as required by law or the interpretation or administration thereof. The Corporation shall be entitled to make arrangements to sell a sufficient number of Shares to be issued pursuant to the

exercise of an Award to fund the payment and remittance of such taxes that are required to be deducted or withheld and any associated costs (including brokerage fees).

- 9.5 **No Representation.** The Corporation makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.
- 9.6 **Black-out Policy Restrictions.** Awards shall be subject to the Corporation's insider trading policy as may be in effect from time to time, including any Black-out Period, trading prohibition or requirement to obtain mandatory pre-clearance of a transaction.
- 9.7 **Governing Law.** The Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 9.8 **Severance.** If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Corporation of the Plan then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

#### **ARTICLE 10 SHAREHOLDER AND REGULATORY APPROVAL**

The Plan shall be subject to the approval of the Shareholders of the Corporation in accordance with the policies of the Exchange to be given by a resolution passed at a meeting of the Shareholders of the Corporation, and to the acceptance by the Exchange and any other relevant regulatory authority. Any Awards granted hereunder prior to such approval and acceptance (other than grants made under the Prior Plan prior to the Effective Date and grants made prior to June 29, 2022) shall be conditional upon such approval and acceptance being given, and no such Awards may be exercised unless and until such approval and acceptance is given. In accordance with the rules of the TSXV, every year after the Plan becomes effective, the Plan must be approved by the Shareholders of the Corporation in accordance with the policies of the TSXV.