



250 – 750 West Pender Street  
Vancouver, BC V6C 2T7

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS  
TO BE HELD ON MAY 5, 2023**

**AND**

**INFORMATION CIRCULAR**

*March 23, 2023*

*This document requires immediate attention. If you are in doubt as to how to deal with the documents or matters referred to in this notice and information circular, you should immediately contact your advisor.*

**DISCOVERY HARBOUR RESOURCES CORP.**

250 – 750 West Pender Street

Vancouver, BC V6C 2T7

Telephone: (604) 681-3170

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING**

TO THE SHAREHOLDERS:

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the “**Meeting**”) of Discovery Harbour Resources Corp. (the “**Company**”) will be held at the offices of Clark Wilson LLP, 900 - 885 West Georgia Street, Vancouver, V6C 3H1 and via ZOOM (Meeting ID: 981 7576 8739, Passcode: 413946) on Friday, May 5, 2023, at the hour of 10:00 am (Vancouver time) for the following purposes:

- (1) to receive the audited annual financial statements of the Company for the financial year ended September 30, 2022 and the accompanying report of the auditor thereon;
- (2) to set the number of directors of the Company at four (4);
- (3) to elect Mark Fields, Richard Gilliam, Andrew Hancharyk and Rodney Stevens as directors of the Company;
- (4) to appoint Manning Elliott LLP as the auditors of the Company for the fiscal year ending September 30, 2023 and to authorize the directors of the Company to fix the remuneration to be paid to the auditors for the fiscal year ending September 30, 2023;
- (5) to consider and, if thought fit, to approve an ordinary resolution to ratify and re-approve the Company’s amended and restated 10% Rolling Stock Option Plan as more particularly described in the Information Circular (the “**Information Circular**”); and
- (6) to transact such further or other business as may properly come before the Meeting and any adjournment or postponement thereof.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of meeting (the “**Notice of Meeting**”).

The board of directors of the Company has fixed March 16, 2023 as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered holder of common shares at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the accompanying Information Circular.

If you are a registered holder of common shares of the Company and are unable to attend the Meeting, please vote by following the instructions provided in the form of proxy at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of the Meeting or any adjournment or postponement thereof.

In view of COVID-19, the Company asks that, in considering whether to attend the Meeting in person, shareholders follow the instructions of the Public Health Agency of Canada (<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>). The Company encourages shareholders not to attend the Meeting in person if experiencing any of the described COVID-19 symptoms of fever, cough or difficulty breathing. The Company may take additional precautionary measures in relation to the Meeting in response to

further developments in the COVID-19 outbreak. As always, the Company encourages shareholders to vote prior to the Meeting. Shareholders are encouraged to vote on the matters before the Meeting by proxy.

If you are a non-registered shareholder of the Company and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a retirement savings plan, retirement income fund, education savings plan or other similar savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your securities on your behalf (an “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

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

By Order of the Board of Directors of

**DISCOVERY HARBOUR RESOURCES CORP.**

“Mark Fields”

Mark Fields  
President, Chief Executive Officer and Director

**DISCOVERY HARBOUR RESOURCES CORP.**

250 – 750 West Pender Street

Vancouver, BC V6C 2T7

Telephone: (604) 681-3170

**INFORMATION CIRCULAR**

**March 23, 2023**

**INTRODUCTION**

This information circular (the “**Information Circular**”) accompanies the notice of annual general and special meeting of shareholders (the “**Notice**”) of Discovery Harbour Resources Corp. (the “**Company**”) and is furnished to shareholders (each, a “**Shareholder**”) holding common shares (each, a “**Share**”) in the capital of the Company in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the “**Meeting**”) of the Shareholders to be held at 10:00 a.m. (Vancouver time) on Friday, May 5, 2023 at offices of Clark Wilson LLP, 900 - 885 West Georgia Street, Vancouver, V6C 3H1 and via ZOOM (Meeting ID: 981 7576 8739, Passcode: 413946) or at any adjournment or postponement thereof.

**Date and Currency**

The date of this Information Circular is March 23, 2023. Unless otherwise stated, all amounts herein are in Canadian dollars.

**COVID**

In view of COVID-19, the Company asks that, in considering whether to attend the Meeting in person, Shareholders follow the instructions of the Public Health Agency of Canada (<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>). The Company encourages Shareholders not to attend the Meeting in person if experiencing any of the described COVID-19 symptoms of fever, cough or difficulty breathing. The Company may take additional precautionary measures in relation to the Meeting in response to further developments in the COVID-19 outbreak. As always, the Company encourages Shareholders to vote prior to the Meeting. Shareholders are encouraged to vote on the matters before the Meeting by proxy.

**PROXIES AND VOTING RIGHTS**

**Management Solicitation**

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

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

which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

### **Appointment of Proxy**

Registered Shareholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder holds on the record date of March 16, 2023 on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting.

The persons named as proxyholders (the “**Designated Persons**”) in the enclosed form of proxy are directors and/or officers of the Company.

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

**A SHAREHOLDER MAY EXERCISE THIS RIGHT BY INSERTING THE NAME OF SUCH OTHER PERSON IN THE BLANK SPACE PROVIDED ON THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE’S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER’S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.**

The Shareholder may vote by mail, by telephone or via the Internet by following instructions provided in the form of proxy at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) prior to the scheduled time of the Meeting, or any adjournment or postponement thereof. The Chairman of the Meeting, in his sole discretion, may accept completed forms of proxy on the day of the Meeting or any adjournment or postponement thereof.

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

### **Revocation of Proxies**

A Shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing: (a) executed by that Shareholder or by that Shareholder’s attorney-in-fact authorized in writing or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to the Transfer Agent at their offices located at 9th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (ii) to the Chairman of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (i) attendance at the Meeting and participation in a poll (ballot) by a Shareholder, or (ii) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

### **Voting of Shares and Proxies and Exercise of Discretion by Designated Persons**

A Shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. **The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.**

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

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

### **ADVICE TO BENEFICIAL SHAREHOLDERS**

**The information set out in this section is of significant importance to those Shareholders who do not hold Shares in their own name. Shareholders who do not hold their Shares in their own name (referred to in this Information Circular as “Beneficial Shareholders”) should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting.** If Shares are listed in an account statement provided by a broker, then in almost all cases those Shares will not be registered in the Beneficial Shareholder’s name on the records of the Company. Such Shares will more likely be registered under the names of the Beneficial Shareholder’s broker or an agent of that broker. In the United States, the vast majority of such Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks), and in Canada, 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). **Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.**

The Company does not have access to the names of all Beneficial Shareholders. Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of Shareholders’ meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by his, her or its broker (or the agent of the broker) is similar to the form of proxy provided to registered Shareholders by the Company. However, its purpose is limited to instructing the registered Shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and in Canada. Broadridge typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Shares to be voted at the Meeting. If Beneficial Shareholders receive the voting instruction forms from Broadridge, they are requested to complete and return the voting instruction forms to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free number and access Broadridge’s dedicated voting website (each as noted on the voting instruction form) to deliver

their voting instructions and to vote the Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a Broadridge voting instruction form cannot use that form as a proxy to vote Shares directly at the Meeting – the voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have the applicable Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of his, her or its broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the registered Shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the registered Shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Alternatively, a Beneficial Shareholder may request in writing that his, her or its broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend at the Meeting and vote his, her or its Shares.

Beneficial Shareholders consist of non-objecting beneficial owners and objecting beneficial owners. A non-objecting beneficial owner is a beneficial owner of securities that has provided instructions to an intermediary holding the securities in an account on behalf of the beneficial owner that the beneficial owner does not object, for that account, to the intermediary disclosing ownership information about the beneficial owner under National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("NI 54-101") of the Canadian Securities Administrators. An objecting beneficial owner means a beneficial owner of securities that has provided instructions to an intermediary holding the securities in an account on behalf of the beneficial owner that the beneficial owner objects, for that account, to the intermediary disclosing ownership information about the beneficial owner under NI 54-101.

The Company is sending proxy-related materials directly to non-objecting beneficial owners of the Shares using Notice and Access. The Company will not pay for the delivery of proxy-related materials to objecting beneficial owners of the Shares under NI 54-101 and Form 54-107F7 – *Request for Voting Instructions Made by Intermediary*. The objecting beneficial owners of the Shares will not receive the materials unless their intermediary assumes the costs of delivery.

All references to Shareholders in this Information Circular are to registered Shareholders, unless specifically stated otherwise.

#### **VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

The Company is authorized to issue an unlimited number of Shares without par value. As of the record date, determined by the Company's board of directors (the "**Board**") to be the close of business on March 16, 2023, a total of 94,509,294 Shares were issued and outstanding. Each Share carries the right to one vote at the Meeting. Only registered Shareholders as of the record date on March 16, 2023 are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting.

**To the knowledge of the directors and senior officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Shares carrying more than 10% of the voting rights attached to the outstanding Shares of the Company, other than as set forth below:**

Name of Shareholder	Number of Shares Owned	Percentage of Outstanding Shares <sup>(1)</sup>
Richard Gilliam	14,830,304 <sup>(2)</sup>	15.7% <sup>(3)</sup>

(1) Based on 94,509,294 Shares issued and outstanding as of March 16, 2023.

(2) 333,333 of these Shares are registered in the name of Westwood Tall Oaks, LLC, a private company controlled by Richard Gilliam.

(3) Richard Gilliam holds stock options to purchase 1,350,000 Shares, which, if exercised, would give Mr. Gilliam ownership of 16,180,304 Shares representing 16.9% of the issued and outstanding Shares of the Company, on a partially diluted basis.

## FINANCIAL STATEMENTS

The audited financial statements of the Company for the year ended September 30, 2022, together with the auditor's report thereon, will be presented to the Shareholders at the Meeting. The Company's financial statements and management discussion and analysis are available under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com).

## NUMBER OF DIRECTORS

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at four (4). An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

**Management of the Company recommends the approval of setting the number of directors of the Company at four (4).**

## ELECTION OF DIRECTORS

At present, the directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting, or until their successors are duly elected or appointed in accordance with the Company's articles or until such director's earlier death, resignation or removal. In the absence of instructions to the contrary, the enclosed form of proxy will be voted for the nominees listed in the form of proxy, all of whom are presently members of the Board.

The Articles of the Company include an advance notice provision (the "**Advance Notice Provision**") with respect to the nomination of directors in certain circumstances. For the nomination of a director to be timely, the nominating Shareholder (the "**Nominating Shareholder**") must provide advance notice of the nomination to the Company as follows:

- (a) in the case of an annual meeting of Shareholders, notice must be provided not less than 30 days and not more than 65 days prior to the date of the annual meeting of Shareholders; provided, however, that in the event that the annual meeting of Shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder is to be made not later than the close of business on the 10th day after the Notice Date in respect of such meeting; and
- (b) in the case of a special meeting (which is not also an annual meeting) of Shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of Shareholders was made.



For the further information about the Advance Notice Provision, please see the Company's information circular dated October 7, 2016, which is available under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com).

The Company has not receive any nominations of directors from any Nominating Shareholders in accordance with the Advance Notice Provision for the Company.

Management of the Company proposes to nominate the persons named in the table below for election by the Shareholders as directors of the Company. Information concerning such persons, as furnished by the individual nominees, is as follows:

<b>Name, Province, Country of Residence and Position(s) with the Company</b>	<b>Principal Occupation, Business or Employment for Last Five Years</b>	<b>Periods during which Nominee has Served as a Director</b>	<b>Number of Shares Owned<sup>(1)</sup></b>
Mark Fields British Columbia, Canada <i>President, Chief Executive Officer and Director</i>	Mr. Fields has been the president of his own consulting firm, MC Fields Ventures Inc., since 2005. He has been a director of Nickel Creek Platinum Corp., a company listed on the Toronto Stock Exchange (the "TSX"), from March 25, 2016 to present and a director of Refined Metals Corp., a mining company listed on the Canadian Securities Exchange, from April 19, 2022 to present. He was the President and Chief Executive Officer of Geodex Minerals Ltd., an exploration company listed on the TSX Venture Exchange (the "TSXV"), from May 2009 to June 2014 and a director from May 2009 until April 28, 2017.	March 11, 2009 to present	1,506,667 <sup>(3)</sup>
Andrew Hancharyk <sup>(2)</sup> Ontario, Canada <i>Director</i>	Mr. Hancharyk is a lawyer in government practice with a securities, corporate finance, capital markets, government and private sector background. He is an independent director and a member in good standing of the Law Society of Ontario and the Law Society of British Columbia. From May 1, 2013 to June 30, 2015, Mr. Hancharyk was the Chief Legal Officer of Largo Resources Ltd., a TSX listed issuer with operations in Brazil. From October 9, 2018 to August 30, 2019, Mr. Hancharyk was the Director of Corporate Services for The Corporation of the County of Prince Edward and from March 2021 to October 2021 he provided legal services to a large Canadian financial institution.	September 14, 2010 to present	61,111 <sup>(4)</sup>
Richard Gilliam <sup>(2)</sup> Virginia, United States <i>Director</i>	Past president and founder of Cumberland Resources Corporation, a privately owned coal mining company in the United States which Massey Energy purchased in March 2010 for US\$960 million in cash and shares. Director of Endurance Gold Corporation, an exploration and development company listed on the TSXV, since June 2004.	April 1, 2013 to present	14,830,304 <sup>(5)</sup>

Name, Province, Country of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years	Periods during which Nominee has Served as a Director	Number of Shares Owned <sup>(1)</sup>
<p>Rodney Stevens British Columbia, Canada</p> <p><i>Vice-President, Interim chief Financial Officer, Interim Corporate Secretary and Director</i></p>	<p>Director of Bocana Resources Corp., a mining company listed on the TSXV, from December 2022 to present. Director of Nexus Gold Corp., a mining company listed on the TSXV, from March 2017 to present. Director of Guyana Goldstrike Inc., a mining company listed on the TSXV, from March 2017 to present. Director of Inca One Gold Corp., a mining company listed on the TSXV, from August 2017 to present. Director of Canada One Mining Corp., a mining company listed on the TSXV, from March 26, 2020 to present. Director of Big Red Mining Corp., a mining company listed on the Canadian Securities Exchange (the "CSE"), from October 2021 to present. Director of NSJ Gold Corp., a mining company listed on the CSE, from February 2021 to present. Director of Muzhu Mining Ltd. from April 2021 to July 2022, a mining company listed on the CSE. Vice President, Corporate Development of New Pacific Metals Corp., a mining company listed on the TSX and the New York Stock Exchange, from September 2016 to February 2017. Mr. Stevens is a Chartered Financial Analyst charter holder with over a decade of experience in the capital markets, first as an investment analyst with Salman Partners Inc. and subsequently as a merchant and investment banker. Mr. Stevens was also a Portfolio Manager registered with Wolverton Securities Ltd.</p>	<p>July 16, 2019 to present</p>	<p>463,636<sup>(6)</sup></p>

(1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at March 16, 2023, based upon information furnished to the Company by the individual directors.

(2) Member of the Audit Committee.

(3) These shares are registered in the name of MC Fields Ventures Inc., a private company controlled by Mr. Fields. Of these shares, approximately 12,222 are subject to a private option agreement with Gordon Fretwell, a former director of the Company. Does not include: (i) 1,375,000 stock options of which 750,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 250,000 are exercisable at a price of \$0.075 per Share until October 4, 2024; and 375,000 are exercisable at a price of \$0.05 per Share until January 31, 2027 and (ii) 700,000 warrants held indirectly by MC Fields Ventures Inc., a private company wholly owned by Mark Fields, exercisable at a price of \$0.10 per Share until July 17, 2023.

(4) Does not include 750,000 stock options of which 400,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 150,000 are exercisable at a price of \$0.075 per Share until October 4, 2024; and 200,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.

(5) 333,333 of these Shares are registered in the name of Westwood Tall Oaks, LLC, a private company controlled by Mr. Gilliam. Does not include 1,350,000 stock options of which 400,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 600,000 are exercisable at a price of \$0.09 per Share until October 22, 2024; 150,000 are exercisable at a price of \$0.075 per Share until October 4, 2024; and 200,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.

(6) Does not include 1,100,000 stock options of which 650,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 150,000 are exercisable at a price of \$0.075 per Share until October 4, 2024 and 300,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.

**Management recommends the approval of each of the nominees listed above for election as directors of the Company for the ensuing year.**

*Cease Trade Orders*

To the best of management's knowledge, no proposed director of the Company is, or within the ten (10) years before the date of this Information Circular has been, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

*Bankruptcies*

To the best of management's knowledge, no proposed director of the Company is, or within ten (10) years before the date of this Information Circular, has been, a director or an executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the 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 made a proposal under any legislation relating to bankruptcies or insolvency.

*Penalties and Sanctions*

To the best of management's knowledge, no proposed director of the Company has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

**STATEMENT OF EXECUTIVE COMPENSATION**

**General**

For the purpose of this Statement of Executive Compensation:

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

**"NEO" or "named executive officer"** means:

- (a) each individual who served as chief executive officer ("**CEO**") of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,

- (b) each individual who served as chief financial officer (“**CFO**”) of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
- (c) the most highly compensated executive officer of the Company or any of its subsidiaries (if any) other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year, and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year;

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

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

#### Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company thereof to each NEO and each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Company:

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all other Compensation (\$)	Total Compensation (\$)
Mark Fields <sup>(1)</sup> President, CEO and Director	2022	108,087	Nil	Nil	Nil	Nil	108,087
	2021	107,500	Nil	Nil	Nil	Nil	107,500
Rodney Stevens <sup>(2)</sup> Vice President, Interim Corporate Secretary, Interim CFO and Director	2022	40,632	Nil	Nil	Nil	Nil	40,632
	2021	68,667	Nil	Nil	Nil	Nil	68,667
Andrew Hancharyk <sup>(3)</sup> Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Richard Gilliam <sup>(4)</sup> Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Patrick Merrin <sup>(5)</sup> Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Jason Cubitt <sup>(6)</sup> Former Director	2022	N/A	N/A	N/A	N/A	N/A	N/A
	2021	Nil	Nil	Nil	Nil	Nil	Nil

<sup>(1)</sup> Mark Fields has been a director of the Company since March 11, 2009. Mr. Fields was appointed the Interim President and Interim CEO of the Company on March 14, 2017 and subsequently President and CEO of the Company on December 18, 2019.

- (2) Rodney Stevens has been a director of the Company since July 16, 2019. Mr. Stevens was appointed the Vice President of the Company on December 17, 2019 and the Interim Corporate Secretary and Interim CFO on May 31, 2020.
- (3) Andrew Hancharyk has been a director of the Company since September 14, 2010.
- (4) Richard Gilliam has been a director of the Company since April 1, 2013.
- (5) Patrick Merrin has been a director of the Company since March 17, 2021. Mr. Merrin will not be standing for re-election at the Meeting.
- (6) Jason Cubitt was a director of the Company from December 20, 2018 to March 17, 2021.

### Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company or any subsidiary thereof in the year ended September 30, 2022 for services provided, or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class	Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on Date of Grant	Closing Price of Security or Underlying Security at Year End	Expiry Date
Mark Fields <sup>(1)</sup> President, CEO and Director	Stock Options	375,000 / 375,000 / 6.17%	January 31, 2022	\$0.05	\$0.035	\$0.01	January 31, 2027
Rodney Stevens <sup>(2)</sup> Vice President, Interim Corporate Secretary, Interim CFO and Director	Stock Options	300,000 / 300,000 / 4.94%	January 31, 2022	\$0.05	\$0.035	\$0.01	January 31, 2027
Andrew Hancharyk <sup>(3)</sup> Director	Stock Options	200,000 / 200,000 / 3.29%	January 31, 2022	\$0.05	\$0.035	\$0.01	January 31, 2027
Richard Gilliam <sup>(4)</sup> Director	Stock Options	200,000 / 200,000 / 3.29%	January 31, 2022	\$0.05	\$0.035	\$0.01	January 31, 2027
Patrick Merrin <sup>(5)</sup> Director	Stock Options	200,000 / 200,000 / 3.29%	January 31, 2022	\$0.05	\$0.035	\$0.01	January 31, 2027
Jason Cubitt <sup>(6)</sup> Former Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A

As at September 30, 2022:

- (1) Mark Fields, the President, CEO and a director of the Company, owned an aggregate of 1,375,000 compensation securities, comprised solely of stock options, of which 750,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 250,000 are exercisable at a price of \$0.075 per Share until October 4, 2024; and 375,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.

- (2) Rodney Stevens, the Vice President, interim Corporate Secretary, interim CFO and a director of the Company, owned an aggregate of 1,100,000 compensation securities, comprised solely of stock options, of which 650,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 150,000 are exercisable at a price of \$0.075 per Share until October 4, 2024 and 300,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.
- (3) Andrew Hancharyk, a director of the Company, owned an aggregate of 750,000 compensation securities, comprised solely of stock options, of which 400,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 150,000 are exercisable at a price of \$0.075 per Share until October 4, 2024; and 200,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.
- (4) Richard Gilliam, a director of the Company, owned an aggregate of 1,350,000 compensation securities, comprised solely of stock options, of which 400,000 are exercisable at a price of \$0.12 per Share until August 24, 2025; 600,000 are exercisable at a price of \$0.09 per Share until October 22, 2024; 150,000 are exercisable at a price of \$0.075 per Share until October 4, 2024; and 200,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.
- (5) Patrick Merrin, a director of the Company, owned an aggregate of 500,000 compensation securities, comprised solely of stock options, of which 300,000 are exercisable at a price of \$0.065 per Share until March 17, 2026; and 200,000 are exercisable at a price of \$0.05 per Share until January 31, 2027.
- (6) Jason Cubitt, a former director of the Company, did not own any compensation securities.

#### Exercise of Compensation Securities by Directors and NEOs

No NEO or director exercised any compensation securities, being solely comprised of stock options, during the year ended September 30, 2022.

#### **Stock Option Plans and Other Incentive Plans**

On March 23, 2023, the Board adopted the Amended and Restated Stock Option Plan (the “**Amended and Restated Plan**”) in the form attached to this Information Circular as Schedule “A”. The Amended and Restated Plan is 10% rolling stock plan whereby the aggregate number of Shares of the Company reserved for issuance under the Amended and Restated Plan, together with any other Shares reserved for issuance under any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted.

The Amended and Restated Plan is subject to the ratification and re-approval of the Shareholders and the TSXV. At the Meeting, Shareholders will be asked to ratify and re-approve the Amended and Restated Plan. See “Particulars of Matters to be Acted Upon – Ratification and Re-Approval of Amended and Restated Plan”, below for a summary of the Amended and Restated Plan.

#### **Employment, Consulting and Management Agreements**

The Company has entered into an Employment Agreement with Mark Fields, the Company’s President, CEO and a director, dated January 1, 2022 and effective as of January 1, 2022 on a monthly basis until terminated in accordance with the agreement. As compensation for the services provided as President and CEO of the Company, Mr. Fields currently receives a monthly fee of \$7,500.

The Company has entered into an Employment Agreement with Rodney Stevens, the Company’s Vice President, interim CFO, interim Corporate Secretary and a director, dated December 17, 2019 and effective as of October 1, 2019 on a monthly basis until terminated in accordance with the Employment Agreement. As compensation for the services provided as Vice President of the Company, Mr. Stevens currently receives a monthly fee of \$3,000.

The Company has not entered into any other employment, consulting or management agreements with its NEOs.

### **Oversight and Description of Director and NEO Compensation**

The Board has not created or appointed a compensation committee given the Company's current size and stage of development.

All tasks related to developing and monitoring the Company's approach to the compensation of its NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Company's employees or consultants is reviewed, recommended and approved by the Board without reference to any specific formula or criteria. NEOs that are also directors of the Company are involved in discussion relating to compensation, and disclose their interest in and abstain from voting on compensation decisions relating to them, as applicable, in accordance with the applicable corporate legislation.

The Company's compensation program is intended to attract, motivate, reward and retain the management talent needed to achieve the Company's business objectives of improving overall corporate performance and creating long-term value for the Shareholders. The compensation program is intended to reward executive officers on the basis of individual performance and achievement of corporate objectives, including the advancement of the exploration and development goals of the Company.

The Company's current compensation program is comprised of three major components: base salary or fees, short term incentives such as discretionary bonuses and long term incentives such as stock options.

In making compensation decisions, the Board strives to find a balance between short-term and long-term compensation and cash versus equity incentive compensation. Base salaries or fees and discretionary cash bonuses primarily reward recent performance and incentive stock options encourage NEOs and directors to continue to deliver results over a longer period of time and serve as a retention tool. The annual salary or fee for each NEO, as applicable, is determined by the Board based on the level of responsibility and experience of the individual, the relative importance of the position to the Company, the professional qualifications of the individual and the performance of the individual over time. The NEOs' performances and salaries or fees are to be reviewed periodically. Increases in salary or fees are to be evaluated on an individual basis and are performance and market-based. The amount and award of cash bonuses to key executives and senior management is discretionary, depending on, among other factors, the financial performance of the Company and the position of a participant.

### **Pension Plan Benefits**

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans in place.

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The following table sets forth details of all the Company's equity compensation plans as of September 30, 2022. The Company's equity compensation plan consists of the Amended and Restated Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights <sup>(1)</sup>	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	6,075,000	\$0.09	3,375,929 <sup>(2)</sup>
Equity compensation plans not approved by security holders	N/A	N/A	N/A
<b>Total</b>	<b>6,075,000</b>	<b>\$0.09</b>	<b>3,375,929<sup>(2)</sup></b>

<sup>(1)</sup> The Company does not have any warrants or rights outstanding under any equity compensation plans.

<sup>(3)</sup> The Amended and Restated Plan is a rolling stock option plan under which the Company can issue such number of options as is equal to 10% of the Company's issued and outstanding Shares from time to time. As of March 16, 2023, there were 94,509,294 Shares outstanding and the Company could issue up to 9,450,929 options to acquire Shares on such date.

See "Particulars of Matters to be Acted Upon – Ratification and Re-approval of Amended and Restated Stock Option Plan", below, for more information.

#### APPOINTMENT OF AUDITOR

It is proposed that Manning Elliott LLP, Chartered Professional Accountants ("**Manning Elliott**") of 17<sup>th</sup> Floor, 1030 West Georgia Street, Vancouver, BC V6E 2Y3 be appointed as auditor of the Company for the financial year ending September 30, 2023.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to appoint Manning Elliott as auditor of the Company for the year ending September 30, 2023, and to authorize the directors of the Company to fix the remuneration to be paid to the auditor for the fiscal year ending September 30, 2023. An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

**Management of the Company recommends that Shareholders vote for the appointment of Manning Elliott as the Company's auditors for the Company's fiscal year ending September 30, 2023 and to authorize the directors of the Company to fix the remuneration to be paid to the auditors for the fiscal year ending September 30, 2023.**

#### AUDIT COMMITTEE DISCLOSURE

Under National Instrument 52-110 *Audit Committees* ("**NI 52-110**"), a reporting issuer is required to provide disclosure annually with respect to its audit committee, including the text of its audit committee charter, information regarding the composition of the audit committee, and information regarding fees paid to its external auditor. The Company provides the following disclosure with respect to its audit committee (the "**Audit Committee**").

##### The Audit Committee Charter

The text of the Company's audit committee charter (the "**Audit Committee Charter**") is reproduced below.



## **Mandate**

The primary function of the Audit Committee is to assist the Board in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and Shareholders, the Company's systems of internal controls regarding finance and accounting and the Company's auditing, accounting and financial reporting processes. The Audit Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board.

## **Composition**

The Audit Committee shall be comprised of three directors as determined by the Board, the majority of whom shall be free from any relationship that, in the opinion of the Board, would interfere with the exercise of his or her independent judgment as a member of the Audit Committee. At least one member of the Audit Committee shall have accounting or related financial management expertise. All members of the Audit Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Audit Committee Charter, the definition of "financially literate" is 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 presumably be expected to be raised by the Company's financial statements.

The members of the Audit Committee shall be elected by the Board at its first meeting following the annual Shareholders' meeting. Unless a Chair is elected by the full Board, the members of the Committee may designate a Chair by a majority vote of the full Audit Committee membership.

## **Meetings**

The Audit Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Audit Committee will meet at least annually with the Chief Financial Officer and the external auditors in separate sessions.

## **Responsibilities and Duties**

To fulfill its responsibilities and duties, the Audit Committee shall:

### **Documents/Reports Review**

- (a) Review and update the Charter annually.
- (b) Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

#### External Auditors

- (a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board and the Committee as representatives of the Shareholders of the Company.
- (b) Recommend to the Board the selection and, where applicable, the replacement of the external auditors nominated annually for Shareholder approval.
- (c) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- (d) Review and pre-approve all audit and audit-related services, timetables and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors.

Provided the pre-approval of the non-audit services is presented to the Audit Committee's first scheduled meeting following such approval such authority may be delegated by the Audit Committee to one or more independent members of the Audit Committee.

#### Financial Reporting Processes

- (a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.
- (b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- (c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.
- (d) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
- (e) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.
- (f) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- (g) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.
- (h) Review certification process.
- (i) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

#### Other

Review any related-party transactions including but not limited to insurance coverage of significant business risks, review material litigation and its effect on financial reporting, establish procedures for:

- (a) the receipt, retention and treatment of complaints received by the Corporation regarding public reporting, accounting, internal accounting controls, or auditing matters; and
- (b) review and approve the Corporation's hiring policies regarding employees and former employees of the present and former external auditors of the Corporation.

#### **Accountability**

The Audit Committee chair has the responsibility to make periodic reports to the board, as requested, on financial matters relative to the Company. The Audit Committee shall report its discussions to the Board by maintaining minutes of its meetings and providing an oral report at the next board meeting.

#### **Reliance on Experts**

In contributing to the Audit Committees' discharging of its duties under this mandate, each member shall be entitled to rely in good faith on:

- (a) Financial statements of the Company represented to the member by an officer of the Company, or in a written report of the external auditors, to present the financial position of the Company and the results of its operations in accordance with generally accepted accounting principles in all material respect; and
- (b) Any report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

The Board is of the view that monitoring the Company's financial reporting and disclosure policies and procedures cannot be reasonably met unless the following activities (the "fundamental activities") are, in all material respects, conducted effectively:

- (a) The accounting functions are performed in accordance with a system of internal financial controls designed to capture and record properly and accurately all of the Company's financial transactions;
- (b) The internal financial controls are regularly assessed for effectiveness and efficiency;
- (c) The interim and annual financial statements are properly prepared by management in accordance with generally accepted accounting principles in all material respects; and
- (d) Financial statements are reported on by an external auditor appointed by the Shareholders of the Company.

#### **Composition of the Audit Committee**

The Audit Committee is currently comprised of three directors consisting of Andrew Hancharyk, Richard Gilliam and Patrick Merrin. As defined in National Instrument 52-110, Mr. Gilliam is not "independent", as he is the Company's largest Shareholder and a Control Person (as defined in the policies of the TSXV) of the Company. Mr. Hancharyk and Mr. Merrin are considered independent. The Company is exempt from the Audit Committee composition requirements in NI 52-110 which require all Audit Committee members to be independent. All of the Audit Committee members are "financially literate", as defined in National Instrument 52-110, as all have the industry experience necessary to understand and analyze financial statements of the Company, as well as the understanding of internal controls and procedures necessary for financial reporting.

The Audit Committee is responsible for review of both interim and annual financial statements for the Company. For the purposes of performing their duties, the members of the Audit Committee have the right at all times, to inspect all the books and financial records of the Company and any subsidiaries and to discuss with management

and the external auditors of the Company any accounts, records and matters relating to the financial statements of the Company. The Audit Committee members meet periodically with management and annually with the external auditors.

### **Relevant Education and Experience**

#### *Andrew Hancharyk - Chair*

Mr. Hancharyk is currently a lawyer in government practice. Prior to this, he provided legal services to a large Canadian financial institution. Prior to that, he was the Director of Corporate Services for the Corporation of the County of Prince Edward. Prior to that, he was the Chief Legal Officer at Largo Resources Ltd. in Toronto. He was also a director of CVC Cayman Ventures from September 2010 through to the reverse takeover with the Company. He served as senior legal counsel and consultant for CHC Helicopter Group of companies in Vancouver. From November 2007 to February 2010, Mr. Hancharyk was National Policy Manager of the TSXV in Vancouver. From September 2005 to September 2007, he was General Counsel of First Quantum Minerals Ltd. in Vancouver and prior to that, Associate Counsel at Sherritt International Corporation in Toronto. Mr. Hancharyk is a corporate and securities lawyer with a business degree, a Juris Doctor degree and a Master of Laws degree.

#### *Richard Gilliam*

Mr. Gilliam is a graduate of the University of Virginia's College at Wise, and has spent several years building and operating coal mining companies. He is the past president and founder of Cumberland Resources Corporation, which was one of the largest privately-owned coal mining companies in the United States. In March 2010, Massey Energy purchased Cumberland for US\$960 million in cash and shares. Mr. Gilliam brings to the Board a fundamental understanding of building and operating a new resource company.

#### *Patrick Merrin*

Mr. Merrin has had increasingly senior positions in mining operations over the past 25 years. He recently served as Chief Operations Officer of The Washington Companies, a multi-billion dollar private conglomerate of heavy industrial businesses, including mining, located within Canada and the United States. Previous to that he was Senior Vice President of Canadian Operations of Goldcorp Inc. (now called Newmont Corporation) and held various senior positions with Hudbay Minerals Inc.

### **Audit Committee Oversight**

Since the commencement of the Company's most recently completed financial year, the Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

### **Reliance on Certain Exemptions**

Since the commencement of the Company's two most recently completed financial years, the Company has not relied on the exemptions in Sections 2.4, 6.1.1(4), 6.1.1(5), or 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 (*De Minimis Non-Audit Services*) provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Sections 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), 6.1.1(5) (*Events Outside Control of Member*) and 6.1.1(6) (*Death, Incapacity or Resignation*) provide exemptions from the requirement that a majority of the members of the Company's Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company. Part 8 (*Exemptions*) permits a company to apply to a securities regulatory authority or regulator for an exemption from the requirements of NI 52-110 in whole or in part.

### 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 the Audit Committee, on a case-by-case basis, as applicable.

### External Auditor Service Fees

In the following table, “audit fees” are fees billed by the Company’s external auditor for services provided in auditing the Company’s annual financial statements for the subject year. “Audit-related fees” are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit review of the Company’s financial statements. “Tax fees” are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. “All other fees” are fees billed by the auditor for products and services not included in the foregoing categories.

The aggregate fees billed by the Company’s external auditor in the financial years ended September 30, 2022 and 2021 with respect to the Company, by category, are as follows:

Financial Year Ended September 30	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
2022	\$10,000	Nil	\$500	Nil
2021	\$14,000	Nil	\$1,500	Nil

### Exemption

The Company is relying on the exemption provided by section 6.1 of National Instrument 52-110 which provides that the Company, as a venture issuer, is not required to comply with Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of National Instrument 52-110.

### INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No current or former director, executive officer, proposed nominee for election to the Board, or associate of such persons is, or at any time since the beginning of the Company’s most recently completed financial year has been, indebted to the Company or any of its subsidiaries.

No indebtedness of current or former director, executive officer, proposed nominee for election to the Board, or associate of such person is, or at any time since the beginning of the most recently completed financial year has been, 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 INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein and except for payment of rent, consulting fees and accounting fees similar to those disclosed as “Related Party Transactions” in the audited Financial Statements of the Company for the year ended September 30, 2022, no: (a) director, proposed director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, Shares or who exercises control or direction of Shares, or a combination of both carrying more than ten percent of the voting rights attached to the Shares outstanding (each, an “Insider”); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors, executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company’s most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company, except with an interest arising from the ownership

of Shares where such person or company will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of the same class of Shares.

## MANAGEMENT CONTRACTS

There were no management functions of the Company which were, to any substantial degree, performed by a person other than the directors or executive officers of the Company.

## CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices*, the Company is required to disclose its corporate governance practices as follows:

### Board of Directors

The Board facilitates its exercise of independent supervision over the Company's management through frequent meetings of the Board.

The Board currently consists of five directors, Mark Fields, Richard Gilliam, Andrew Hancharyk, Patrick Merrin and Rodney Stevens. Mr. Hancharyk and Mr. Merrin are "independent" in that they are independent and free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the director's ability to act with the best interests of the Company, other than the interests and relationships arising from Shareholders. Mark Fields is the President and CEO, Rodney Stevens is the Vice President, Interim Corporate Secretary and Interim CFO, Richard Gilliam is the Company's largest Shareholder and a Control Person (as defined in the policies of the TSXV) of the Company. They are therefore not independent. Mr. Merrin will not be standing for re-election as a director at the Meeting.

### Directorships

Certain directors of the Company are currently also directors of other reporting issuers, as described in the table below:

Name of Director of the Company	Names of Other Reporting Issuers
Mark Fields	Nickel Creek Platinum Corp. <sup>(2)</sup> Refined Metals Corp. <sup>(3)</sup>
Richard Gilliam	Endurance Gold Corp. <sup>(1)</sup>
Andrew Hancharyk	Western Resources Corp. <sup>(2)</sup>
Rodney Stevens	NSJ Gold Corp. <sup>(3)</sup> Big Red Mining Corp. <sup>(3)</sup> Nexus Gold Corp. <sup>(1)</sup> Bocana Resources Corp. <sup>(1)</sup> Inca One Gold Corp. <sup>(1)</sup> Guyana Goldstrike Inc. <sup>(1)</sup> Canada One Mining Corp. <sup>(1)</sup>

<sup>(1)</sup> The TSX Venture Exchange

<sup>(2)</sup> The Toronto Stock Exchange

<sup>(3)</sup> Canadian Securities Exchange

### Orientation and Continuing Education

The Board briefs all new directors with respect to the policies of the Board and other relevant corporate and business information. The Board does not provide any continuing education.

### **Ethical Business Conduct**

The Board has not adopted a written ethical business code of conduct for directors, officers and employees. However, the Board believes 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.

### **Nomination of Directors**

The Company does not have a formal process or committee for proposing new nominees for election to the Board. The nominees proposed are generally the result of recruitment efforts by the members of the Board, including both formal and informal discussions among the members of the Board.

### **Compensation**

The Board has not created or appointed a compensation committee given the Company's current size and stage of development. All tasks related to developing and monitoring the Company's approach to the compensation of the Company's NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Company's employees or consultants, if any, is reviewed, recommended and approved by the Board without reference to any specific formula or criteria.

### **Other Board Committees**

The Board has no other committees other than the Audit Committee.

### **Assessments**

The Board regularly monitors the adequacy and effectiveness of information given to directors, communications between the board and management and the strategic direction and processes of the Board and its committees.

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

Except as disclosed elsewhere in this Information Circular, no director or executive officer of the Company who was a director or executive officer since the beginning of the Company's last financial year, each proposed nominee for election as a director of the Company, or any associate or affiliates of any such directors, officers or nominees, has any material interest, direct or indirect, by way of beneficial ownership of Shares or other securities in the Company or otherwise, in any matter to be acted upon at the Meeting other than the election of directors and the grant of options which may be granted to such persons upon the approval of the Amended and Restated Plan as discussed below.

Directors, executive officers, and proposed nominees for election as director of the Company may be interested in the approval of the Company's Amended and Restated Plan, pursuant to which they may be granted stock options. See "Particulars of Matters to be Acted Upon – Ratification and Re-Approval of Amended and Restated Stock Option Plan", below, for more information.

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

### **Ratification and Re-Approval of Amended and Restated Stock Option Plan**

The Amended and Restated Plan is a "rolling" stock option plan, whereby the maximum number of Shares that may be reserved for issuance pursuant to the exercise of options is 10% of the issued Shares of the Company and,

as such, will increase with the issue of additional Shares of the Company. The TSXV requires listed companies that have a “rolling” stock option plan in place to receive Shareholder approval of such plan on a yearly basis at the company’s annual meeting. Accordingly, the Shareholders will be asked at the Meeting to ratify and re-approve the Amended and Restated Plan. The Amended and Restated Plan complies with the current policies of the TSXV for Tier 2 issuers.

The purpose of the Amended and Restated Plan is to advance the interests of the Company and its Shareholders by attracting, retaining and motivating selected directors, officers, employees, consultants and management company employees of the Company of high caliber and potential, and to encourage and enable such persons to acquire an ownership interest in the Company.

The Amended and Restated Plan is subject to the re-approval of the Shareholders and the TSXV, and the rules of the TSXV. At the Meeting, Shareholders will be asked to ratify and re-approve the Amended and Restated Plan. A copy of the Amended and Restated Plan is attached as Schedule “A” to this Information Circular. The TSXV approved the Amended and Restated Plan on March 17, 2023.

The following information is intended as a brief description of the Amended and Restated Plan and is qualified in its entirety by the full text of the Amended and Restated Plan:

1. Options to purchase Shares may be granted to any bona fide director, employee or consultant of the Company or an Affiliate of the Company (as defined in TSXV Policy) and a company wholly owned by individuals eligible to be granted options;
2. The Board shall establish the exercise price at the time each option is granted, subject to the following conditions:
  - (a) if the Shares are listed on the TSXV, the exercise price will not be less than the minimum prevailing price permitted by TSXV policies;
  - (b) if the Shares are not listed, posted and trading on any stock exchange or bulletin board, then the exercise price will be determined by the Board at the time of granting;
  - (c) if an option is granted within 90 days of a distribution by a prospectus by the Company, the exercise price will not be less than the price that is the greater of the minimum prevailing price permitted by TSXV policies and the per Share price paid by public investors for Shares acquired under the distribution by the prospectus, with the 90 day period beginning on the date a final receipt is issued for the prospectus; and
  - (d) in all other cases, the exercise price shall be determined in accordance with the rules and regulations of any applicable regulatory bodies.
3. Upon expiry of an option, or in the event an option is otherwise terminated for any reason, without having been exercised in full, the number of Shares in respect of the expired or terminated option shall again be available for a grant under the Amended and Restated Plan.
4. No option granted under the Amended and Restated Plan may have an expiry date exceeding ten years from the date on which the option is granted (unless automatically extended as a result of a blackout period as described below).
5. The expiry date of each option will be automatically extended if the expiry date falls within a period during which the Company prohibits optionees from exercising their options, provided that:



- (a) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information (as defined in the policies of the TSXV). For greater certainty, in the absence of the Company formally imposing a blackout period, the expiry date of any options will not be automatically extended in any circumstances;
  - (b) the blackout period expires upon the general disclosure of the undisclosed Material Information and the expiry date of the affected options is extended to no later than ten (10) business days after the expiry of the blackout period; and
  - (c) the automatic extension will not be permitted where the optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.
- 6. Options granted to any one individual in any 12 month period cannot exceed more than 5% of the issued Shares, unless the Company has obtained disinterested Shareholder approval.
- 7. Options granted to any one consultant in any 12 month period cannot exceed more than 2% of the issued Shares, without the prior consent of the TSXV.
- 8. Options granted to all persons, in aggregate, conducting investor relations activities in any 12 month period cannot exceed more than 2% of the issued Shares, without the prior consent of the TSXV.
- 9. Options issued to optionees performing investor relations activities will vest in stages over 12 months with no more than one quarter of the options vesting in any three month period.
- 10. If a director, employee or consultant of the Company is terminated for cause or if such director, employee or consultant resigns, or in the case of a director, refuses to stand for re-election, then any option granted to the option holder will terminate immediately upon the option holder ceasing to be a director, employee, or consultant of the Company by reason of termination for cause, refusal to stand for re-election or by resignation.
- 11. If an option holder ceases to be a director, employee or consultant of the Company (other than by reason of death, disability, resignation or termination of services for cause), then any option granted to the holder that had vested and was exercisable on the date of termination will expire on the earlier of the expiry date and the date that is 30 days following the date that the holder ceases to be a director, employee or service provider of the Company.
- 12. If an option holder dies, the holder's lawful personal representatives, heirs or executors may exercise any option granted to the holder that had vested and was exercisable on the date of death until the earlier of the expiry date and one year after the date of death of the holder.
- 13. If an option holder ceases to be a director, employee or consultant of the Company as a result of a disability, the holder may exercise any option granted to the holder that had vested and was exercisable on the date of disability until the earlier of the expiry date and 90 days after the date of disability.
- 14. Options granted to directors, employees or consultants will vest when granted unless determined by the Board on a case by case basis, other than options granted to consultants performing investor relations activities, which will vest in stages over 12 months with no more than one quarter of the options vesting in any three month period.

15. The Amended and Restated Plan will be administered by the Board who will have the full authority and sole discretion to grant options under the Amended and Restated Plan to any eligible party, including themselves.
16. Options granted under the Amended and Restated Plan shall not be assignable or transferable by an option holder.
17. The Board may from time to time, subject to regulatory or Shareholder approval, as applicable, amend or revise the terms of the Amended and Restated Plan.

The Amended and Restated Plan provides that other terms and conditions may be attached to a particular option at the discretion of the Board.

Upon request, the Company will promptly provide a copy of the Amended and Restated Plan free of charge to a Shareholder. A Shareholder may contact the Company at its office at 250 – 750 West Pender Street, Vancouver, BC V6C 2T7, to request a copy.

At the Meeting, Shareholders will be asked to approve the following ordinary resolution (the “**Amended and Restated Plan Resolution**”), which must be approved by at least a majority of the votes cast by Shareholders represented in person or by proxy at the Meeting who vote in respect of the Amended and Restated Plan Resolution:

“RESOLVED, as an ordinary resolution of the shareholders of Discovery Harbour Resources Corp. (the “**Company**”), that:

1. The Company’s Amended and Restated Plan (the “**Amended and Restated Plan**”), in the form attached as Schedule “A” in the Company’s information circular dated March 23, 2023, including the reservation for issuance under the Amended and Restated Plan at any time of a maximum of 10% of the issued common shares of the Company, be and is hereby amended, adopted, confirmed and approved, subject to the acceptance of the Amended and Restated Plan by the TSX Venture Exchange (the “**TSXV**”);
2. The board of directors of the Company be authorized in its absolute discretion to administer the Amended and Restated Plan and amend or modify the Amended and Restated Plan in accordance with its terms and conditions and with the policies of the TSXV as may be required from time to time by the TSXV; and
3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Amended and Restated Plan required by the TSXV or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Amended and Restated Plan.”

The form of the Amended and Restated Plan Resolution set forth above is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the Amended and Restated Plan Resolution.

**Management of the Company recommends that Shareholders vote in favour of the Amended and Restated Plan Resolution at the Meeting.**

#### **ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR at [www.sedar.com](http://www.sedar.com). Shareholders may contact the Company at its office by mail at 250 – 750 West Pender Street, Vancouver, BC V6C 2T7, to request copies of the Company's financial statements and related Management's Discussion and Analysis (the "MD&A"). Financial information is provided in the Company's consolidated financial statements and MD&A for its most recently completed financial year and in the financial statements and MD&A for subsequent financial periods, which are available on SEDAR.

#### **OTHER MATTERS**

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

#### **APPROVAL OF THE BOARD OF DIRECTORS**

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

Dated at Vancouver, British Columbia as of March 23, 2023.

#### **ON BEHALF OF THE BOARD**

#### **DISCOVERY HARBOUR RESOURCES CORP.**

"Mark Fields"

Mark Fields  
President, Chief Executive Officer and Director

**SCHEDULE A**

**AMENDED AND RESTATED STOCK OPTION PLAN**

**DISCOVERY HARBOUR RESOURCES CORP.**  
**(the “Company”)**

2022 AMENDED AND RESTATED ROLLING STOCK OPTION PLAN  
February 22, 2022

**1. PURPOSE**

The purpose of this Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that, if and so long as the Common Shares are listed on the TSXV (as defined herein), at the discretion of the Board (as defined herein), this Plan will at all times be in compliance with the TSXV Policies (as defined herein) and unless the Board determines otherwise, any inconsistencies between this Plan and the TSXV Policies whether due to inadvertence or changes in TSXV Policies will be resolved in favour of the TSXV Policies.

**2. INTERPRETATION**

**2.1 Definitions**

For the purposes of this Plan, the following terms have the respective meanings set forth below:

- (a) **“Affiliate”** has the same meaning ascribed to that term as set out in the TSXV Policies;
- (b) **“Associate”** has the same meaning as ascribed to that term as set out in the TSXV Policies;
- (c) **“Board”** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;
- (d) **“Change of Control”** means the occurrence of any one of the following events:
  - (i) there is a report filed with any securities commission or securities regulatory authority in Canada, disclosing that any offeror (as the term “offeror” is defined in Section 1.1 of Multilateral Instrument 62-104 *Take-Over Bids and Issuer Bids*) has acquired beneficial ownership of, or the power to exercise control or direction over, or securities convertible into, any shares of capital stock of any class of the Company carrying voting rights under all circumstances (the **“Voting Shares”**), that, together with the offeror’s securities would constitute Voting Shares of the Company representing more than 50% of the total voting power attached to all Voting Shares of the Company then outstanding,
  - (ii) there is consummated any amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company: (1) in which the Company is not the continuing or surviving corporation, or (2) pursuant to which any Voting Shares of the Company would be reclassified, changed or converted into or exchanged for cash, securities or other property, other than (in each case) an amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company in which the holders of the Voting Shares of the Company immediately prior to such amalgamation, consolidation,

statutory arrangement, merger, business combination or other similar transaction have, directly or indirectly, more than 50% of the Voting Shares of the continuing or surviving corporation immediately after such transaction,

- (iii) any person or group of persons shall succeed in having a sufficient number of its nominees elected as directors of the Company such that such nominees, will constitute a majority of the directors of the Company, or
- (iv) there is consummated a sale, transfer or disposition by the Company of all or substantially all of the assets of the Company,

provided that an event shall not constitute a Change of Control if its sole purpose is to change the jurisdiction of the Company's organization or to create a holding company, partnership or trust that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such event;

- (e) **"Common Shares"** means the common shares in the capital of the Company as constituted on the Grant Date, provided that, in the event of any adjustment pursuant to Section 4.9, "Common Shares" shall thereafter mean the shares or other securities or other property resulting from the events giving rise to the adjustment;
- (f) **"Company"** means Discovery Harbour Resources Corp. and includes, unless the context otherwise requires, all of its subsidiaries or Affiliates and successors according to law;
- (g) **"Consultant"** has the meaning ascribed to that term as set out in the TSXV Policies;
- (h) **"Consultant Company"** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (i) **"Director"** has the same meaning ascribed to that term as set out in the TSXV Policies;
- (j) **"Disability"** means any disability with respect to an Optionee which the Board in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
  - (i) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries, or
  - (ii) acting as a director or officer of the Company or its subsidiaries,and **"Date of Disability"** means the effective date of the Disability as determined by the Board in its sole and unfettered discretion;
- (k) **"Disinterested Shareholder Approval"** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to Common Shares beneficially owned by Insiders, and their Associates, to whom Options may be granted under this Plan;
- (l) **"Distribution"** has the same meaning ascribed to that term as set out in the TSXV Policies;

- (m) **"Eligible Person"** means, from, time to time, any bona fide Director, Employee or Consultant of the Company or an Affiliate of the Company and a company wholly owned by individuals eligible to be granted Options;
- (n) **"Employee"** has the same meaning ascribed to that term as set out in the TSXV Policies;
- (o) **"Exercise Price"** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;
- (p) **"Expiry Date"** means 5:00 p.m. (Vancouver time) on the day on which an Option expires as specified in the Option Agreement therefor or in accordance with the terms of this Plan;
- (q) **"Grant Date"** for an Option means the date of grant thereof by the Board, whether or not the grant is subject to any Regulatory Approval;
- (r) **"Insider"** means:
  - (i) an insider as defined in the TSXV Policies or as defined in securities legislation applicable to the Company, and
  - (ii) an Associate of any person who is an Insider by virtue of Section 2.1(r)(i) above;
- (s) **"Investor Relations Activities"** has the same meaning ascribed to that term as set out in the TSXV Policies;
- (t) **"Management Company Employee"** has the same meaning ascribed to that term as set out in the TSXV Policies;
- (u) **"Notice of Exercise"** means a written notice in substantially the form attached as Exhibit A1 to Schedule A hereto or as Exhibit B1 to Schedule B hereto, as applicable;
- (v) **"Option"** means the right to purchase Common Shares granted hereunder to an Eligible Person;
- (w) **"Option Agreement"** means the stock option agreement between the Company and an Eligible Person whereby the Company provides notice of grant of an Option to such Eligible Person substantially in the form of Schedule A hereto for Eligible Persons not engaged in Investor Relations Activities and substantially in the form of Schedule B hereto for Eligible Persons engaged in Investor Relations Activities;
- (x) **"Optioned Shares"** means Common Shares that may be issued to an Eligible Person upon the exercise of an Option;
- (y) **"Optionee"** means the recipient of an Option, being a bona fide Director, Employee, Consultant or Management Company Employee, their heirs, executors or administrators;
- (z) **"Person"** means a corporation or an individual;
- (aa) **"Plan"** means this Stock Option Plan, the terms of which are set out herein or as may be amended and/or restated from time to time;

- (bb) **“Plan Shares”** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in Section 3.2;
- (cc) **“Regulatory Approval”** means the approval of the TSXV and any other securities regulatory authority that may have lawful jurisdiction over the Plan and any Options issued hereunder, as may be required;
- (dd) **“Share Compensation Arrangement”** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including a share purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise;
- (ee) **“Tier 1 Issuer”** has the same meaning ascribed to that term as set out in the TSXV Policies;
- (ff) **“Tier 2 Issuer”** has the same meaning ascribed to that term as set out in the TSXV Policies;
- (gg) **“TSXV”** means the TSX Venture Exchange and any successor thereto; and
- (hh) **“TSXV Policies”** means the rules and policies of the TSXV, as amended from time to time.

2.2 Currency. Unless otherwise indicated, all dollar amounts referred to in this Plan are in Canadian funds.

2.3 Gender. As used in this Plan and any Schedules hereto, words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa, unless the context otherwise requires.

2.4 Interpretation. This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

### **3. STOCK OPTION PLAN**

3.1 Establishment of Plan. This Plan is hereby established to recognize contributions made by Eligible Persons and to create an incentive for their continuing assistance to the Company and its Affiliates.

3.2 Maximum Number of Plan Shares. Subject to adjustment as provided in this Plan, the aggregate number of Plan Shares reserved for issuance under the Plan, including any other Common Shares which may be issued pursuant to any other stock options granted by the Company outside of this Plan, shall not exceed ten percent (10%) of the total number of issued Common Shares of the Company (calculated on a non-diluted basis) at the time an Option is granted.

3.3 Eligibility. Options to purchase Common Shares may be granted hereunder to Eligible Persons from time to time by the Board. If and when the Common Shares are listed on the TSXV, Eligible Persons that are corporate entities will be required to agree in writing not to effect or permit any transfer of ownership or option of any of its shares, nor issue more of its shares to any other



individual or entity as long as such Options remain outstanding, unless the written permission of the TSXV and the Company is obtained. The Company and all Optionees are responsible to ensure that all Optionees are bona fide Directors, Employees, Consultants or Management Company Employees of the Company or a subsidiary of the Company at the time of grant of such Options.

- 3.4 Options Granted Under the Plan. All Options granted under the Plan will be evidenced by an Option Agreement in substantially the form attached hereto as Schedule A (or such other form determined by the Board) in the case of Optionees not engaged in Investor Relations Activities or Schedule B (or such other form determined by the Board) in the case of Optionees engaged in Investor Relations Activities, as applicable, showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.
- 3.5 Terms Incorporated. Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Agreement made hereunder. In the event of any discrepancy between this Plan and an Option Agreement, the provisions of this Plan shall govern.
- 3.6 Limitations on Option Grants. If the Common Shares are listed on the TSXV, the following restrictions on the granting of Options are applicable under the Plan:
- (a) Individuals. The aggregate number of Optioned Shares that may be reserved for issuance pursuant to Options granted to any one individual must not exceed 5% of the issued Common Shares of the Company (determined as at the Grant Date) in a 12-month period, unless the Company has obtained Disinterested Shareholder Approval pursuant to Section 3.9(c).
  - (b) Optionees Performing Investor Relations Activities. The aggregate number of Options granted to Eligible Persons engaged to provide Investor Relations Activities in a 12-month period must not exceed 2% of the issued Common Shares of the Company (determined as at the Grant Date) without the prior consent of TSXV.
  - (c) Consultants. The aggregate number of Options granted to any one Consultant in a 12-month period must not exceed 2% of the issued Common Shares of the Company (determined as at the Grant Date) without the prior consent of TSXV.
- 3.7 Acceleration of Unvested Options. If there is a Change of Control, then all outstanding Options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall be exercisable in full to enable the Optioned Shares subject to such Options to be issued and tendered to such bid provided that notwithstanding anything to the contrary contained herein the acceleration of any vested Options or the removal of any vesting provisions required under TSXV Policies are subject to prior written consent of the TSXV. This acceleration to the vesting schedule excludes Options granted to Eligible Persons performing Investor Relations Activities in compliance with TSXV Policies.
- 3.8 Powers of the Board. The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:
- (a) allot Common Shares for issuance in connection with the exercise of Options;

- (b) grant Options hereunder;
- (c) subject to appropriate shareholder and Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the written consent of all Optionees, alter or impair any Option previously granted under the Plan unless as a result of a change in TSXV Policies or the Company's tier classification thereunder;
- (d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do; and
- (e) may in its sole discretion amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Eligible Persons (before a particular Option is granted) subject to the other terms hereof.

3.9 Terms Requiring Disinterested Shareholder Approval. If the Common Shares are listed on the TSXV and if required by the TSXV Policies, the Company must obtain Disinterested Shareholder Approval of Options if the Options, together with any other Share Compensation Arrangement, could result at any time in:

- (a) the number of Common Shares reserved for issuance under stock options granted to Insiders (as a group) exceeding 10% of the issued Common Shares of the Company;
- (b) the grant to Insiders (as a group), within a 12-month period, of stock options exceeding 10% of the issued Common Shares of the Company; or
- (c) the issuance to any one Optionee, within a 12-month period, of a number of Common Shares exceeding 5% of the issued Common Shares of the Company.

3.10 Effective Date of Plan. This Plan is effective as of the date first written above, subject to applicable Regulatory Approval and approval of the shareholders of the Company if required by the TSXV Policies.

#### **4. TERMS AND CONDITIONS OF OPTIONS**

4.1 Exercise Price. The Board shall establish the Exercise Price at the time each Option is granted, subject to the following conditions:

- (a) if the Common Shares are listed on the TSXV, then the Exercise Price for the Options granted will not be less than the Discounted Market Price (as defined in the TSXV Policies);
- (b) if the Common Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the Exercise Price for the Options granted will be determined by the Board at the time of grant;

- (c) if an Option is granted within 90 days of a distribution by a prospectus by the Company, the Exercise Price will not be less than the price that is the greater of the Discounted Market Price (as defined in the TSXV Policies) and the per Common Share price paid by public investors for Common Shares acquired under the distribution by the prospectus, with the 90 day period beginning on the date a final receipt is issued for the prospectus; and
- (d) in all other cases, the Exercise Price shall be determined in accordance with the rules and regulations of any applicable regulatory bodies.

The Exercise Price shall be subject to adjustment in accordance with the provisions of Section 4.9.

4.2 Term of Option. The Board shall establish the Expiry Date for each Option at the time such Option is granted, subject to the following conditions:

- (a) the Option will expire upon the occurrence of any event set out in Section 4.8 and at the time period set out therein; and
- (b) the Expiry Date cannot be longer than the maximum exercise period as determined by the TSXV Policies.

4.3 Automatic Extension of Term of Option. The Expiry Date will be automatically extended if the Expiry Date falls:

- (a) within a blackout period during which the Company prohibits Optionees from exercising their Options, provided that:
  - (i) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information (as defined in the TSXV Policies). For greater certainty, in the absence of the Company formally imposing a blackout period, the Expiry Date of any Options will not be automatically extended in any circumstances;
  - (ii) the blackout period expires upon the general disclosure of the undisclosed Material Information and the Expiry Date of the affected Options is extended to no later than ten (10) business days after the expiry of the blackout period; and
  - (iii) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities; or
- (b) on a date which is not a business day, provided that:
  - (i) the Expiry Date is extended to no later than the end of the next business day; and
  - (ii) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

4.4 Hold Period.

- (a) If required by applicable securities laws, any Optioned Shares will be subject to a hold period expiring on the date that is four months and a day after the Grant Date, and the certificates representing any Optioned Shares issued prior to the expiry of such hold period will bear a legend in substantially the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE  
HOLDER OF THE SECURITIES REPRESENTED HEREBY MUST NOT  
TRADE THE SECURITIES BEFORE *[INSERT THE DATE THAT IS  
FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT]*”

- (b) If an Exchange Hold Period (as such term is defined in Policy 1.1 of the TSXV Policies) is required in connection with the grant of any Option, all such Options and any Optioned Shares issuable upon exercise of such Options will be subject to a four month and one day hold period commencing on the Grant Date, and the certificates representing any Optioned Shares issued prior to the expiry of such hold period will bear a legend in substantially the following form:

“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 *[INSERT THE DATE THAT IS 4 MONTHS AND ONE DAY  
AFTER THE DATE OF GRANT]*.”

4.5 Vesting of Options.

- (a) No Option shall be exercisable until it has vested. The Board shall establish a vesting period or periods at the time each Option is granted to Eligible Persons, provided that Options granted to Eligible Persons performing Investor Relations Activities are required to vest in stages over at least 12 months with no more than one quarter of the Options vesting in any three month period.
- (b) If no vesting schedule is specified at the time of grant and the Optionee is not performing Investor Relations Activities, the Option shall vest immediately.

4.6 Non Assignable. Subject to Section 4.9(e), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

4.7 Option Amendment.

- (a) Exercise Price. The Board may amend the Exercise Price of any Options provided that, subject to Section 4.1, and if the Common Shares are traded on the TSXV, the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of:
- (i) the Grant Date;

- (ii) the date the Common Shares commenced trading on the TSXV; or
  - (iii) the date of the last amendment of the Exercise Price.
- (b) Disinterested Shareholder Approval. If the Common Shares are listed on the TSXV, any proposed reduction in the exercise price or extension of the Expiry Date of Options for Optionees that are Insiders will be subject to TSXV Policies, including Disinterested Shareholder Approval.
- (c) Term. The term of an Option cannot be extended so that the effective term of the Option exceeds ten (10) years in total, or such other period as prescribed by the TSXV Policies. If the Common Shares are traded on the TSXV, an option must be outstanding for at least one year before the Company can extend its term and the TSXV treats any extension of the length of the term of the Option as a grant of a new Option, which must comply with pricing and other requirements of this Plan.
- (d) TSXV Approval. If the Common Shares are listed on the TSXV, any proposed amendment to the terms of an Option must be approved by the TSXV prior to the exercise of such Option as amended.

4.8 Termination of Option. Unless the Board determines otherwise, the Options will terminate in the following circumstances:

- (a) Termination of Services For Cause, Refusal to Stand for Election or Upon Resignation. If the engagement of the Optionee as a Director, Employee or Consultant is terminated for cause (as determined by common law) or if such Director, Employee or Consultant resigns, or in the case of a Director, refuses to stand for re-election, any Option granted hereunder to such Optionee shall terminate and cease to be exercisable immediately upon the Optionee ceasing to be a Director, Employee or Consultant by reason of termination for cause, refusal to stand for re-election or by resignation.
- (b) Termination of Services Without Cause. If the engagement of the Optionee as a Director, Employee or Consultant of the Company is terminated for any reason other than cause (as determined by common law), resignation, disability or death, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the date of termination until the date that is the earlier of (i) the Expiry Date, and (ii) the date that is 30 days after the effective date of the Optionee ceasing to be a Director, Employee or Consultant for that other reason.
- (c) Death. If the Optionee dies, the Optionee's lawful personal representatives, heirs or executors may exercise any Option granted hereunder to the Optionee to the extent such Option was exercisable and had vested on the date of death until the earlier of (i) the Expiry Date, and (ii) one year after the date of death of such Optionee.
- (d) Disability. If the Optionee ceases to be an Eligible Person, due to his Disability, or, in the case of an Optionee that is a company, the Disability of the person who provides management or consulting services to the Company or to an Affiliate of the Company, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the Date of Disability until the earlier of (i) the Expiry Date, and (ii) the date that is 90 days after the Date of Disability.

- (e) Changes in Status of Eligible Person. If the Optionee ceases to be one type of Eligible Person but concurrently is or becomes one or more other type of Eligible Person, the Option will not terminate but will continue in full force and effect and the Optionee may exercise the Option until the Expiry Date. Where the Optionee ceases to be any type of Eligible Person, the Option will terminate on the applicable date set forth in Sections 4.8(a) to 4.8(d) above. If the Optionee is an Employee, the Option will not be affected by any change of the Optionee's employment where the Optionee continues to be employed by the Company or an Affiliate of the Company.

4.9 Adjustment of the Number of Optioned Shares. The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

- (a) Following the date an Option is granted, the exercise price for and the number of Optioned Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion thereof, in the events and in accordance with the provisions and rules set out in this Section 4.9, with the intent that the rights of Optionees under their Options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions and rules will be conclusively determined by the Board, and any such determination will be binding on the Company, the Optionee and all other affected parties.
- (b) If there is a change in the outstanding Common Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the Common Shares, the Board shall make as it shall deem advisable and subject to the requisite prior acceptance of the TSXV, appropriate substitution and/or adjustment in:
  - (i) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;
  - (ii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and
  - (iii) the vesting of any Options, including the accelerated vesting thereof on conditions the Board deems advisable, and if the Company undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board shall make such provision for the protection of the rights of Optionees as it shall deem advisable.
- (c) If the outstanding Common Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another corporation or entity, in a manner other than as specified in Section 4.9(b), then the Board, in its sole discretion, may make such adjustment to the securities to be issued pursuant to any exercise of the Option and the exercise price to be paid for each such security following such event as the Board in its sole and absolute discretion determines to be equitable to give effect to the principle described in Section 4.9(a), and such adjustments shall be effective and binding upon the Company and the Optionee for all purposes.

- (d) No adjustment provided in this Section 4.9 shall require the Company to issue a fractional share and the total adjustment with respect to each Option shall be limited accordingly.
- (e) The grant or existence of an Option shall not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

## 5. COMMITMENT AND EXERCISE PROCEDURES

- 5.1 Option Agreement. Upon grant of an Option hereunder, an authorized director or officer of the Company will deliver to the Optionee an Option Agreement detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions of this Plan and the Option Agreement.
- 5.2 Manner of Exercise. An Optionee who wishes to exercise his vested Option, in its entirety or any portion thereof, may do so by delivering:
  - (a) a Notice of Exercise to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and
  - (b) cash, a certified cheque or a bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired.
- 5.3 Subsequent Exercises. If an Optionee exercises only a portion of the total number of his Options, then the Optionee may, from time to time, subsequently exercise all or part of the remaining vested Options until the Expiry Date.
- 5.4 Delivery of Certificate and Hold Periods. As soon as practicable after receipt of the Notice of Exercise described in Section 5.2 and payment in full for the Optioned Shares being received by the Company, the Company will or will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. Such certificate issued will bear a legend stipulating any resale restrictions required under applicable securities laws and TSXV Policies.
- 5.5 Withholding. The Company may withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as it reasonably believes is necessary to enable the Company to comply with the applicable requirements of any federal, provincial, local or foreign law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to Options (“**Withholding Obligations**”). The Company may also satisfy any liability for any such Withholding Obligations, on such terms and conditions as the Company may determine in its discretion, by:
  - (a) requiring an Optionee, as a condition to the exercise of any Options, to make such arrangements as the Company may require so that the Company can satisfy such Withholding Obligations including, without limitation, requiring the Optionee to remit to the Company in advance, or reimburse the Company for, any such Withholding Obligations; or

- (b) selling on the Optionee's behalf, or requiring the Optionee to sell, any Optioned Shares acquired by the Optionee under the Plan, or retaining any amount which would otherwise be payable to the Optionee in connection with any such sale.

## **6. AMENDMENTS**

- 6.1 Amendment of the Plan. The Board reserves the right, in its absolute discretion, to at any time amend, suspend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to shareholder approval, if applicable, and any necessary Regulatory Approvals. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.
- 6.2 Amendment of Outstanding Options. The Board may amend any Option with the consent of the affected Optionee and the TSXV, if required, including any shareholder approval required by the TSXV. For greater certainty, Disinterested Shareholder Approval is required by the TSXV for any reduction in the exercise price of an Option if the Optionee is an Insider at the time of the proposed amendment.
- 6.3 Amendment Subject to Approval. If the amendment of an Option requires shareholder or Regulatory Approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are obtained.

## **7. GENERAL**

- 7.1 Exclusion from Severance Allowance. Retirement Allowance or Termination Settlement. If the Optionee retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Optioned Shares, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.
- 7.2 Employment and Services. Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.
- 7.3 No Rights as Shareholder. Nothing contained in this Plan nor in any Option granted thereunder shall be deemed to give any Optionee any interest or title in or to any Common Shares of the Company or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in this Plan and pursuant to the exercise of any Option in accordance with the provisions of the Plan and the Option Agreement.
- 7.4 No Representation or Warranty. The Company makes no representation or warranty as to the future market value of Optioned Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Optioned Shares issuable thereunder or the tax consequences to a Optionee. Compliance



with applicable securities laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.

- 7.5 Other Arrangements. Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approval.
- 7.6 No Fettering of Discretion. The awarding of Options under this Plan is a matter to be determined solely in the discretion of the Board. This Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the capital of the Company or any of its Affiliates other than as specifically provided for in this Plan.

**SCHEDULE A  
STOCK OPTION AGREEMENT  
(NON-INVESTOR RELATIONS)**

**THIS STOCK OPTION AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**DISCOVERY HARBOUR RESOURCES CORP.**, a company having  
an address at Suite 1400 – 1111 West Georgia Street,  
Vancouver, BC V6E 4M3

(the “**Company**”)

**AND:**

◆, of ◆

(the “**Optionee**”)

**WHEREAS:**

A. The Company’s board of directors (the “**Board**”) has approved and adopted an incentive stock option plan (the “**Plan**”) dated for reference September 29, 2015, as may be amended or restated from time to time, whereby the Board is authorized to grant Options (as defined herein) to Eligible Persons to acquire up to a maximum of 10% of the number of issued and outstanding common shares in the capital stock of the Company at the time of grant;

B. The Optionee provides services to the Company as a ◆[**director/officer/consultant**] of ◆[**the Company**] OR [a subsidiary of the Company] (the “**Services**”); and

C. The Company wishes to grant the Options to the Optionee as an incentive for the continued provision of the Services;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), it is hereby agreed by and between the Company and the Optionee (together, the “**Parties**”) as follows:

1. In this Agreement, the following terms shall have the following meanings:

- (a) “**Date of Grant**” means the date of this Agreement;
- (a) “**Exercise Payment**” means the amount of money equal to the Exercise Price multiplied by the number of Optioned Shares specified in the Notice of Exercise;
- (b) “**Exercise Price**” means ◆ per Optioned Share;
- (c) “**Expiry Date**” means the date which is ◆ years after the Date of Grant;

- (d) **"Notice of Exercise"** means a notice in writing addressed to the Company at its address first recited (or such other address of the Company as may from time to time be notified to the Optionee in writing), substantially in the form attached as Exhibit A1 hereto, which notice shall specify therein the number of Optioned Shares in respect of which the Options are being exercised;
  - (e) **"Options"** means the irrevocable right and option to purchase, from time to time, all, or any part of the Optioned Shares granted to the Optionee by the Company pursuant to Section 3 of this Agreement and the terms of the Plan;
  - (f) **"Optioned Shares"** means the Shares subject to the Options;
  - (g) **"Personal Information"** means any information about the Optionee contained in this Agreement or as required to be disclosed about the Optionee by the Company to the TSXV or any securities regulatory authority for any purpose, including those purposes set out in Exhibit A2 attached hereto.
  - (h) **"Securities"** means, collectively, the Options and the Optioned Shares;
  - (i) **"Shareholders"** means holders of record of the Shares; and
  - (j) **"Shares"** means the common shares in the capital of the Company.
2. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.
3. The Company hereby grants to the Optionee, subject to the terms and conditions of the Plan and as hereinafter set forth, Options to purchase a total of ♦ Optioned Shares at the Exercise Price.
4. Unless accelerated at the discretion of the Board within the rules and regulations of any applicable regulatory bodies, the Options shall vest as follows ♦[revise as applicable]:
- (a) ♦[provide] on the Date of Grant;
  - (b) ♦[provide] on the first anniversary of the Date of Grant; and
  - (c) ♦[provide] on the second anniversary of the Date of Grant.
5. The Options shall, at 5:00 p.m. (Vancouver time) on the Expiry Date, forthwith expire and be of no further force or effect whatsoever.
6. Subject to the provisions of the Plan and hereof, the Options shall be exercisable in whole or in part (at any time and from time to time as aforesaid) by the Optionee or his personal representative giving a Notice of Exercise together with the Exercise Payment by cash, certified cheque or bank draft, made payable to the Company.
7. Upon the exercise of all or any part of the Options and upon receipt by the Company of Notice of Exercise and the Exercise Payment, the Company shall cause to be delivered to the Optionee or his personal representative, within ten (10) days following receipt by the Company of the

later of: (i) Notice of Exercise and (ii) the Exercise Payment, a certificate in the name of the Optionee or his personal representative representing, in aggregate, the number of Optioned Shares specified in the Notice of Exercise.

8. Nothing in this Agreement shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Options in the manner provided in this Agreement.
9. The Company agrees that prior to the earlier of the expiration of the Options and the exercise and purchase of the total number of Optioned Shares represented by the Options, there shall be reserved for issuance and delivery upon exercise of the Options such number of the Company's authorized and unissued Shares as shall be necessary to satisfy the terms and conditions of this Agreement.
10. The Optionee acknowledges, represents and warrants to the Company that:
  - (a) the Company has advised the Optionee that the Company is relying on an exemption from the requirements to provide the Optionee with a prospectus under applicable securities legislation and, as a consequence of acquiring the Securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities legislation, including, in most circumstances, statutory rights of rescission or damages, will not be available to the Optionee; and
  - (b) the Optionee is not a U.S. person as such term is defined in Regulation S promulgated under the United States Securities Act of 1933.
11. The Optionee hereby covenants and agrees with the Company that the Optionee will execute and deliver any documents and instruments and provide any information as may be reasonably requested by the Company, from time to time, to establish the availability of exemptions from prospectus requirements and to comply with any applicable securities legislation and TSXV Policies, including without limitation those provisions of any applicable securities legislation and TSXV Policies relating to escrow requirements.
12. The Optionee hereby acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Agreement.
13. Unless the Company permits otherwise, the Optionee shall pay the Company in cash all local, provincial and federal withholding taxes applicable to the grant or exercise of the Options, or the transfer or other disposition of Shares acquired upon exercise of the Options. Any such payment must be made promptly when the amount of such obligation becomes determinable. In addition to any remedies available to the Company under the Plan to comply with Withholding Obligations, the Company may in its discretion sell on the Optionee's behalf, or require the Optionee to sell, any Shares acquired by the Optionee under the Plan, or retain any amount which would otherwise be payable to the Optionee in connection with any such sale.
14. This Agreement shall enure to the benefit of and be binding upon the Company, its successors and assigns, and the Optionee and his personal representative, if applicable.

15. Other than in the event of death of the Optionee in which case the Options may be transferred or assigned by will or by the law governing the devolution of property to the Optionee's executor, administrator or other person representative, this Agreement shall not be transferable or assignable by the Optionee or his personal representative and the Options may be exercised only by the Optionee or his personal representative provided that, subject to the prior approval of the Board and, if necessary, any applicable stock exchange, the Optionee may assign the Options to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Options remain unexercised.
16. The granting of the Options and the terms and conditions hereof shall be subject to Regulatory Approval as required.
17. The Optionee and the Company represent that the Optionee is a Director, Employee or Consultant of the Company or any Affiliate of the Company or of a company of which all of the voting securities are beneficially owned by one or more of the foregoing.
18. The Optionee represents that he has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Company or any Affiliate of the Company.
19. The Options will terminate in accordance with the Plan.
20. The Optionee acknowledges and consents to the fact that the Company is collecting the Optionees' Personal Information for the purposes set out in Exhibit A2 which may be disclosed by the Company to:
  - (a) the TSXV or securities regulatory authorities;
  - (b) the Company's registrar and transfer agent;
  - (c) Canadian tax authorities; and
  - (d) authorities pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

By executing this Agreement, the Optionee is deemed to be consenting to the foregoing collection, use and disclosure of the Optionee's Personal Information and to the retention of such Personal Information for as long as permitted or required by law or business practice. By executing this Agreement, the Optionee hereby consents to the foregoing collection, use and disclosure of the Optionee's Personal Information. The Optionee also consents to the filing of copies of any documents described herein as may be required to be filed with the TSXV or any securities regulatory authority in connection with the grant of the Options. An officer of the Company is available to answer questions about the collection of personal information by the Company.

21. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment of or association with the Company or any Affiliate of the Company, nor do they interfere in any way with the right of the Optionee or the Company or any Affiliate of the Company to terminate the Optionee's employment at any time.

22. Reference is made to the Plan for particulars of the rights and obligations of the Optionee and the Company in respect of the terms and conditions on which the Options are granted, all to the same effect as if the provisions of the Plan were set out in this Agreement and to all of which the Optionee assents.
23. The Company will give a copy of the Plan to the Optionee on request.
24. Time is of the essence of this Agreement.
25. The terms of the Options are subject to the provisions of the Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, shall be governed by the provisions of the Plan.
26. If at any time during the term of this Agreement the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof and which shall be subject to Regulatory Approval if required.
27. Wherever the plural or masculine are used throughout this Agreement, the same shall be construed as meaning singular or feminine or neuter or the body politic or corporate where the context requires.
28. This Agreement may be executed in several parts in the same form and such parts as so executed shall together constitute one original agreement, and such parts, if more than one, shall be read together and construed as if each of the Parties had executed one copy of this Agreement.
29. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first above written.

30. This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first set forth above.

**DISCOVERY HARBOUR RESOURCES CORP.**

Per: \_\_\_\_\_  
Authorized Signatory

**◆[If the optionee is an individual use this signature block]**

WITNESSED BY:	)	
	)	
_____	)	
Name	)	
_____	)	
Address	)	
_____	)	◆ _____
	)	
_____	)	
Occupation	)	

**◆[or if a company is the optionee, the following:]**

◆

Per: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A1**

TO: Discovery Harbour Resources Corp. (the “**Company**”)  
Suite 1400 – 1111 West Georgia Street  
Vancouver, British Columbia V6E 4M3

**NOTICE OF EXERCISE**

This Notice of Exercise shall constitute proper notice pursuant to Section 6 of that certain Stock Option Agreement (the “**Agreement**”) dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee’s option to purchase \_\_\_\_\_ common shares of the Company at a price of \$\_\_\_\_\_ per share, for aggregate consideration of \$\_\_\_\_\_, on the terms and conditions set forth in the Agreement and the Plan. Such aggregate consideration, in the form specified in Section 6 of the Agreement, accompanies this notice. The undersigned reconfirms the representations and warranties set out in the Agreement as of the date hereof.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Optionee (Please type or print)

\_\_\_\_\_  
Signature of Optionee or Authorized Signatory

\_\_\_\_\_  
Name and Office of Authorized Signatory

\_\_\_\_\_  
Address of Optionee

\_\_\_\_\_  
Address of Optionee

\_\_\_\_\_  
Facsimile Number





## **ACKNOWLEDGEMENT – PERSONAL INFORMATION**

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

**SCHEDULE B  
STOCK OPTION AGREEMENT  
(INVESTOR RELATIONS)**

**THIS STOCK OPTION AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**DISCOVERY HARBOUR RESOURCES CORP.**, a company having  
an address at Suite 1400 – 1111 West Georgia Street,  
Vancouver, BC V6E 4M3

(the “**Company**”)

**AND:**

◆, of ◆

(the “**Optionee**”)

**WHEREAS:**

A. The Company’s board of directors (the “**Board**”) has approved and adopted an incentive stock option plan (the “**Plan**”) dated for reference September 29, 2015, as may be amended or restated from time to time, whereby the Board is authorized to grant Options (as defined herein) to Eligible Persons to acquire up to a maximum of 10% of the number of issued and outstanding common shares in the capital stock of the Company at the time of grant;

B. The Optionee provides investor relations services to the Company as a consultant (the “**Services**”); and

C. The Company wishes to grant the Options to the Optionee as an incentive for the continued provision of the Services;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), it is hereby agreed by and between the Company and the Optionee (together, the “**Parties**”) as follows:

1. In this Agreement, the following terms shall have the following meanings:

- (a) “**Date of Grant**” means the date of this Agreement;
- (b) “**Exercise Payment**” means the amount of money equal to the Exercise Price multiplied by the number of Optioned Shares specified in the Notice of Exercise;
- (c) “**Exercise Price**” means ◆ per Optioned Share;
- (d) “**Expiry Date**” means the date which is ◆ years after the Date of Grant;

- (e) **"Notice of Exercise"** means a notice in writing addressed to the Company at its address first recited (or such other address of the Company as may from time to time be notified to the Optionee in writing), substantially in the form attached as Exhibit B1 hereto, which notice shall specify therein the number of Optioned Shares in respect of which the Options are being exercised;
  - (f) **"Options"** means the irrevocable right and option to purchase, from time to time, all, or any part of the Optioned Shares granted to the Optionee by the Company pursuant to Section 3 of this Agreement and the terms of the Plan;
  - (g) **"Optioned Shares"** means the Shares subject to the Options;
  - (h) **"Personal Information"** means any information about the Optionee contained in this Agreement or as required to be disclosed about the Optionee by the Company to the TSXV or any securities regulatory authority for any purpose, including those purposes set out in Exhibit B2 attached hereto.
  - (i) **"Securities"** means, collectively, the Options and the Optioned Shares;
  - (j) **"Shareholders"** means holders of record of the Shares; and
  - (k) **"Shares"** means the common shares in the capital of the Company.
2. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.
  3. The Company hereby grants to the Optionee, subject to the terms and conditions of the Plan and as hereinafter set forth, Options to purchase a total of ♦ Optioned Shares at the Exercise Price.
  4. The Options shall vest as follows ♦[TSXV rules require the options to vest in stages over at least 12 months with no more than one quarter of the options vesting in any 3 month period]:
    - (a) ♦[provide] on the date that is 3 months after the Date of Grant;
    - (b) ♦[provide] on the date that is 6 months after the Date of Grant;
    - (c) ♦[provide] on the date that is 9 months after the Date of Grant; and
    - (d) ♦[provide] on the date that is 12 months after the Date of Grant.
  5. The Options shall, at 5:00 p.m. (Vancouver time) on the Expiry Date, forthwith expire and be of no further force or effect whatsoever.
  6. Subject to the provisions of the Plan and hereof, the Options shall be exercisable in whole or in part (at any time and from time to time as aforesaid) by the Optionee or his personal representative giving a Notice of Exercise together with the Exercise Payment by cash or by certified cheque, made payable to the Company.
  7. Upon the exercise of all or any part of the Options and upon receipt by the Company of the Notice of Exercise and the Exercise Payment, the Company shall cause to be delivered to the

Optionee or his personal representative, within ten (10) days following receipt by the Company of the later of (i) the Notice of Exercise, and (ii) the Exercise Payment, a certificate in the name of the Optionee or his personal representative representing, in aggregate, the number of Optioned Shares specified in the Notice of Exercise.

8. Nothing in this Agreement shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Options in the manner provided in this Agreement.
9. The Company agrees that prior to the earlier of the expiration of the Options and the exercise and purchase of the total number of Optioned Shares represented by the Options, there shall be reserved for issuance and delivery upon exercise of the Options such number of the Company's authorized and unissued Shares as shall be necessary to satisfy the terms and conditions of this Agreement.
10. The Optionee acknowledges, represents and warrants to the Company that:
  - (a) the Company has advised the Optionee that the Company is relying on an exemption from the requirements to provide the Optionee with a prospectus under applicable securities legislation and, as a consequence of acquiring the Securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities legislation, including, in most circumstances, statutory rights of rescission or damages, will not be available to the Optionee; and
  - (b) the Optionee is not a U.S. person as such term is defined in Regulation S promulgated under the United States Securities Act of 1933.
11. The Optionee hereby covenants and agrees with the Company that the Optionee will execute and deliver any documents and instruments and provide any information as may be reasonably requested by the Company, from time to time, to establish the availability of exemptions from prospectus requirements and to comply with any applicable securities legislation and TSXV Policies, including without limitation those provisions of any applicable securities legislation and TSXV Policies relating to escrow requirements.
12. The Optionee hereby acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Agreement.
13. Unless the Company permits otherwise, the Optionee shall pay the Company in cash all local, provincial and federal withholding taxes applicable to the grant or exercise of the Options, or the transfer or other disposition of Shares acquired upon exercise of the Options. Any such payment must be made promptly when the amount of such obligation becomes determinable. In addition to any remedies available to the Company under the Plan to comply with Withholding Obligations, the Company may in its discretion sell on the Optionee's behalf, or require the Optionee to sell, any Shares acquired by the Optionee under the Plan, or retain any amount which would otherwise be payable to the Optionee in connection with any such sale.
14. This Agreement shall enure to the benefit of and be binding upon the Company, its successors and assigns, and the Optionee and his personal representative, if applicable.

15. Other than in the event of death of the Optionee in which case the Options may be transferred or assigned by will or by the law governing the devolution of property to the Optionee's executor, administrator or other person representative, this Agreement shall not be transferable or assignable by the Optionee or his personal representative and the Options may be exercised only by the Optionee or his personal representative provided that, subject to the prior approval of the Board and, if necessary, any applicable stock exchange, the Optionee may assign the Options to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Options remain unexercised.
16. The granting of the Options and the terms and conditions hereof shall be subject to Regulatory Approval as required.
17. The Optionee and the Company represent that the Optionee is a Director, Employee or Consultant of the Company or any Affiliate of the Company or of a company of which all of the voting securities are beneficially owned by one or more of the foregoing.
18. The Optionee represents that he has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Company or any Affiliate of the Company.
19. The Options will terminate in accordance with the Plan.
20. The Optionee acknowledges and consents to the fact that the Company is collecting the Optionees' Personal Information for the purposes set out in Exhibit B2 which may be disclosed by the Company to:
  - (a) the TSXV or securities regulatory authorities;
  - (b) the Company's registrar and transfer agent;
  - (c) Canadian tax authorities; and
  - (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

By executing this Agreement, the Optionee is deemed to be consenting to the foregoing collection, use and disclosure of the Optionee's Personal Information and to the retention of such Personal Information for as long as permitted or required by law or business practice. By executing this Agreement, the Optionee hereby consents to the foregoing collection, use and disclosure of the Optionee's Personal Information. The Optionee also consents to the filing of copies of any documents described herein as may be required to be filed with the TSXV or any securities regulatory authority in connection with the grant of the Options. An officer of the Company is available to answer questions about the collection of personal information by the Company.

21. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment of or association with the Company or any Affiliate of the Company, nor do they interfere in any way with the right of the Optionee or the Company or any Affiliate of the Company to terminate the Optionee's employment at any time.

22. Reference is made to the Plan for particulars of the rights and obligations of the Optionee and the Company in respect of the terms and conditions on which the Options are granted, all to the same effect as if the provisions of the Plan were set out in this Agreement and to all of which the Optionee assents.
23. The Company will give a copy of the Plan to the Optionee on request.
24. Time is of the essence of this Agreement.
25. The terms of the Options are subject to the provisions of the Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, shall be governed by the provisions of the Plan.
26. If at any time during the term of this Agreement the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof and which shall be subject to Regulatory Approval if required.
27. Wherever the plural or masculine are used throughout this Agreement, the same shall be construed as meaning singular or feminine or neuter or the body politic or corporate where the context requires.
28. This Agreement may be executed in several parts in the same form and such parts as so executed shall together constitute one original agreement, and such parts, if more than one, shall be read together and construed as if each of the Parties had executed one copy of this Agreement.
29. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first above written.

30. This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first set forth above.

**DISCOVERY HARBOUR RESOURCES CORP.**

Per: \_\_\_\_\_  
Authorized Signatory

**◆[If the optionee is an individual use this signature block]**

WITNESSED BY:	)	
	)	
_____	)	
Name	)	
_____	)	
Address	)	
_____	)	◆ _____
	)	
_____	)	
Occupation	)	

**◆[or if a company is the optionee, the following:]**

◆

Per: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT B1**

TO: Discovery Harbour Resources Corp. (the “**Company**”)  
Suite 1400 – 1111 West Georgia Street  
Vancouver, British Columbia V6E 4M3

**NOTICE OF EXERCISE**

This Notice of Exercise shall constitute proper notice pursuant to Section 6 of that certain Stock Option Agreement (the “**Agreement**”) dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee’s option to purchase \_\_\_\_\_ common shares of the Company at a price of \$\_\_\_\_\_ per share, for aggregate consideration of \$\_\_\_\_\_, on the terms and conditions set forth in the Agreement and the Plan. Such aggregate consideration, in the form specified in Section 6 of the Agreement, accompanies this notice. The undersigned reconfirms the representations and warranties set out in the Agreement as of the date hereof.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Optionee (Please type or print)

\_\_\_\_\_  
Signature of Optionee or Authorized Signatory

\_\_\_\_\_  
Name and Office of Authorized Signatory

\_\_\_\_\_  
Address of Optionee

\_\_\_\_\_  
Address of Optionee

\_\_\_\_\_  
Facsimile Number





**ACKNOWLEDGEMENT – PERSONAL INFORMATION**

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.