

AMERICAN LITHIUM CORP.

FORM 51-102F6V

STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS (for the year ended February 28, 2025)

The following information is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* and sets forth compensation of American Lithium Corp. for the years ended February 28, 2025, and February 29, 2024. This Statement of Executive Compensation is dated for reference September 24, 2025.

All amounts represented in this Statement of Executive Compensation are in Canadian dollars unless stated otherwise.

DEFINITIONS

For the purpose of this Statement of Executive Compensation, in this form:

- (a) **“Company”** means American Lithium Corp.;
- (b) **“company”** includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;
- (c) **“Compensation Securities”** includes stock options (**“Options”**), convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units (**“DSU”**), performance share units (**“PSU”**) and restricted stock units (**“RSU”**) granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries;
- (d) **“named executive officer”** or **“NEO”** means each of the following individuals:
 - (i) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer (**“CEO”**), including an individual performing functions similar to a CEO;
 - (ii) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer (**“CFO”**), including an individual performing functions similar to a CFO;
 - (iii) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in subsections (i) and (ii) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year;
 - (iv) each individual who would be a named executive officer under subsection (iii) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;
- (e) **“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

- (f) “underlying securities” means any securities issuable on conversion, exchange or exercise of compensation securities.

During the financial year ended February 28, 2025, based on the definition above, the NEOs of the Company were: Alex Tsakumis, Interim CEO and director (“**Director**”), Simon Clarke, former CEO and Director, Paul Charlish, former CFO and Corporate Secretary, Philip Gibbs, former CFO, and Laurence Stefan, President, COO and Director.

DIRECTOR AND NEO COMPENSATION, EXCLUDING COMPENSATION SECURITIES

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

Table of Compensation Excluding Compensation Securities							
Name and position	Year ⁽¹⁾	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites ⁽²⁾ (\$)	Value of all other compensation (\$)	Total compensation (\$)
Alex Tsakumis ^(3,4)	2025	180,000	Nil	Nil	Nil	Nil	180,000
Interim CEO and Director	2024	168,000	Nil	Nil	Nil	Nil	168,000
Simon Clarke ^(3,5)	2025	165,000	Nil	Nil	Nil	Nil	165,000
Former CEO and Director	2024	330,000	Nil	Nil	Nil	Nil	330,000
Paul Charlish ⁽⁶⁾	2025	195,000	Nil	Nil	Nil	Nil	195,000
Former CFO and Corporate Secretary	2024	180,000	Nil	Nil	Nil	Nil	180,000
Philip Gibbs ⁽⁶⁾	2025	96,250	Nil	Nil	Nil	Nil	96,250
Former CFO	2024	231,000	Nil	Nil	Nil	Nil	231,000
Laurence Stefan ⁽⁷⁾	2025	330,000	Nil	Nil	Nil	Nil	330,000
President, COO and Director	2024	330,000	Nil	Nil	Nil	Nil	330,000
Andrew Bowering	2025	231,000	Nil	Nil	Nil	Nil	231,000
Chairman and Director	2024	231,000	Nil	Nil	Nil	Nil	231,000
G.A. (Ben) Binninger	2025	54,996	Nil	8,000	Nil	Nil	62,996
Director	2024	54,996	Nil	Nil	Nil	Nil	54,996
Claudia Tornquist	2025	60,000	Nil	8,000	Nil	Nil	68,000
Director	2024	60,000	Nil	Nil	Nil	Nil	60,000
Carsten Korch ⁽⁸⁾	2025	50,004	Nil	8,000	Nil	Nil	58,004
Former Director	2024	50,004	Nil	Nil	Nil	Nil	50,004
Rona Sellers ⁽⁹⁾	2025	18,752	Nil	Nil	Nil	Nil	18,752
Director	2024	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

1. Financial years ended February 28, 2025, and February 29, 2024.
2. The NEOs and Directors do not receive perquisites that in aggregate, are above the following thresholds: (a) \$15,000, if the NEO or Director's total compensation for the financial year is \$150,000 or less; (b) 10% of the NEO or Director's salary for the financial year, if the NEO or director's total compensation for the financial year is greater than \$150,000 but less than \$500,000; or (c) \$50,000, if the NEO or Director's total compensation for the financial year is \$500,000 or greater.
3. Mr. Clarke resigned as CEO and Director of the Company on September 1, 2024, and Mr. Tsakumis assumed the role of Interim CEO.
4. Mr. Tsakumis does not receive any salary or fee for his role as Director.
5. Mr. Clarke did not receive any salary or fee for his role as Director.
6. Mr. Gibbs resigned as CFO of the Company on August 1, 2024, and was succeeded by Mr. Charlish, who in turn was replaced by Gregory Barbier on August 7, 2025.
7. Mr. Stefan does not receive any salary or fee for his role as Director.
8. Mr. Korch served as a Director of the Company until his death on May 13, 2025.
9. Ms. Sellers was appointed as a Director of the Company on October 16, 2024.

EXTERNAL MANAGEMENT COMPANIES

Please refer to “*Employment, Consulting and Management Agreements*” below for disclosure relating to any external management company employing, or retaining individuals, acting as NEOs of the Company, or that provide the Company’s executive management services and allocate compensation paid to any NEO or Director.

STOCK OPTIONS AND OTHER COMPENSATION SECURITIES

The Company did not grant Compensation Securities to the NEOs and Directors of the Company who were not NEOs during the financial year ended February 28, 2025.

The following table discloses the particulars of the outstanding Compensation Securities granted to the NEOs and Directors of the Company who were not NEOs pursuant to the Compensation Plan (as defined below) at the end of the financial year ended February 28, 2025.

Name and position	Type of Compensation Security ⁽¹⁾	Number of Compensation Securities	Date of issue or grant	Number of vested Compensation Securities	Expiry date
Alex Tsakumis Interim CEO and Director	Stock Options	134,000	Sept 19, 2020	134,000	Sept 19, 2025
	Stock options	350,000	Jun 10, 2021	350,000	Jun 10, 2026
	Stock options	75,000	Feb 2, 2023	75,000	Feb 2, 2028
	PSUs	130,000	Feb 2, 2023	Nil	N/A
Simon Clarke Former CEO and Director	Stock options	300,000	Sept 19, 2020	300,000	Sept 19, 2025
	Stock options	700,000	Jun 10, 2021	700,000	Jun 10, 2026
	Stock options	75,000	Feb 2, 2023	75,000	Feb 2, 2028
	PSUs	220,000	Feb 2, 2023	Nil	N/A
Paul Charlish Former CFO and Corporate Secretary	Stock options	200,000	Feb 16, 2022	200,000	Feb 16, 2027
	Stock options	100,000	Feb 2, 2023	100,000	Feb 2, 2028
	PSUs	140,000	Feb 2, 2023	Nil	N/A
Philip Gibbs Former CFO	Stock options	14,848	Dec 9, 2020	14,848	Dec 9, 2025
	Stock options	400,000	Jun 10, 2021	400,000	Jun 10, 2026
	Stock options	100,000	Feb 16, 2022	100,000	Feb 16, 2027
	Stock options	50,000	Feb 2, 2023	50,000	Feb 2, 2028
	PSUs	170,000	Feb 2, 2023	Nil	N/A
Laurence Stefan President, COO and Director	Stock options	700,000	Jun 10, 2021	700,000	Jun 10, 2026
	Stock options	75,000	Feb 2, 2023	75,000	Feb 2, 2028
	PSUs	220,000	Feb 2, 2023	Nil	N/A
Andrew Bowering Chairman and Director	Stock options	600,000	Sept 19, 2020	600,000	Sept 19, 2025
	Stock options	700,000	Jun 10, 2021	700,000	Jun 10, 2026
	Stock options	50,000	Feb 2, 2023	50,000	Feb 2, 2028
	PSUs	170,000	Feb 2, 2023	Nil	N/A
G.A. (Ben) Binninger Director	Stock options	400,000	Jun 10, 2021	400,000	Jun 10, 2026
	Stock options	25,000	Feb 2, 2023	25,000	Feb 2, 2028
	PSUs	110,000	Feb 2, 2023	Nil	N/A
Claudia Tornquist Director	Stock options	150,000	Jul 5, 2022	150,000	Jul 5, 2027
	Stock options	20,000	Feb 2, 2023	20,000	Feb 2, 2028
	PSUs	110,000	Feb 2, 2023	Nil	N/A
Carsten Korch Former Director	Stock options	150,000	Oct 4, 2022	150,000	Oct 4, 2027
	PSUs	110,000	Feb 2, 2023	Nil	N/A
Rona Sellers Director	N/A	N/A	N/A	N/A	N/A

Notes:

1. PSUs will vest upon a change of control or disposition of a controlling interest in one of the Company's core assets.

Exercise of Compensation Securities by Directors and NEOs

The following table discloses the Compensation Securities exercised by the NEOs and Directors of the Company who were not NEOs and the Compensation Securities that vested during the financial year ended February 28, 2025.

Name and position	Type of Compensation Security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Alex Tsakumis Interim CEO and Director	RSUs ⁽¹⁾	150,000	Nil	Feb 3, 2025	\$0.49	\$0.49	73,500
Simon Clarke Former CEO and Director	RSUs ⁽¹⁾	250,000	Nil	Feb 3, 2025	\$0.49	\$0.49	122,500
Paul Charlish Former CFO and Corporate Secretary	RSUs ⁽¹⁾	150,000	Nil	Feb 3, 2025	\$0.49	\$0.49	73,500
Philip Gibbs Former CFO	RSUs ⁽¹⁾	175,000	Nil	Feb 3, 2025	\$0.49	\$0.49	85,750
Laurence Stefan President, COO and Director	RSUs ⁽¹⁾	250,000	Nil	Feb 3, 2025	\$0.49	\$0.49	122,500
Andrew Bowering Chairman and Director	Stock options RSUs ⁽¹⁾	200,000 175,000	\$0.25 Nil	Jan 31, 2025 Feb 3, 2025	\$0.46 \$0.49	\$0.21 \$0.49	42,000 85,750
G.A. (Ben) Binninger Director	RSUs ⁽¹⁾	125,000	Nil	Feb 3, 2025	\$0.49	\$0.49	61,250
Claudia Tornquist Director	RSUs ⁽²⁾ RSUs ⁽¹⁾	150,000 65,000	Nil Nil	Aug 22, 2024 Feb 3, 2025	\$0.58 \$0.49	\$0.58 \$0.49	87,000 31,850
Carsten Korch Former Director	RSUs ⁽³⁾ RSUs ⁽¹⁾	150,000 45,000	Nil Nil	Nov 4, 2024 Feb 3, 2025	\$0.96 \$0.49	\$0.96 \$0.49	144,000 22,050

Notes:

1. RSUs vested on February 2, 2025, and corresponding shares were issued on February 3, 2025. The closing price on share issuance date was used for the calculation of the total value.
2. RSUs vested on July 4, 2024, and corresponding shares were issued on August 22, 2024. The closing price on share issuance date was used for the calculation of the total value.
3. RSUs vested on October 4, 2024, and corresponding shares were issued on November 4, 2024. The closing price on share issuance date was used for the calculation of the total value.

STOCK OPTION PLANS AND OTHER INCENTIVE PLANS

The Company has an omnibus incentive plan (the “**Compensation Plan**”) for certain qualified directors, executive officers, employees or consultants of the Company pursuant to which the Company can issue Options, RSUs and DSUs (together, the “**Awards**”). The Compensation Plan was amended on November 15, 2023 and last approved by shareholders of the Company on November 27, 2024.

The Compensation Plan is a ten (10%) percent rolling plan. The Company is required to obtain shareholder approval of the Compensation Plan on a yearly basis in accordance with the policies of the TSX Venture Exchange (the “**TSXV**”).

The following is a summary of certain provisions of the Compensation Plan and is subject to, and qualified in its entirety by, the full text of the Compensation Plan. All terms capitalized but not defined in the summary shall have the meanings ascribed to such terms in the Compensation Plan:

- The maximum number of common shares (“**Shares**”) issuable pursuant to the Compensation Plan and any other Share Compensation Arrangement at any time pursuant to outstanding Awards under the Compensation Plan shall be equal to ten percent (10%) of the Outstanding Issue, as measured as at the date of any grant;
- Unless disinterested shareholder approval has been obtained: (i) the maximum number of Shares issuable to Participants who are Insiders, at any time, under this Plan and any other Share Compensation Arrangement, shall not exceed ten percent (10%) of the Outstanding Issue from time to time; and (ii) the maximum number of Shares issued to Participants who are Insiders, within any one year period, under this Plan and any other Share Compensation Arrangement, shall not exceed ten percent (10%) of the Outstanding Issue from time to time;
- As long as the Shares are listed for trading on the TSXV: (i) the maximum number of Shares issuable to any one Participant under Awards in a 12-month period shall not exceed five percent (5%) of the Outstanding Issue (unless requisite disinterested shareholder approval has been obtained to exceed); (ii) the maximum number of Shares issuable to any one Consultant in a 12-month period shall not exceed two percent (2%) of the Outstanding Issue; (iii) Investor Relations Services Providers (as defined in TSXV Policy 4.4 – *Security Based Compensation* (“**Policy 4.4**”)) may only be granted Options under an Award and the maximum number of Shares issuable to all Investor Relations Services Providers under any Options awarded shall not exceed two percent (2%) of the Outstanding Issue in any 12-month period, in each case measured as of the date of grant of an Award; and (iv) any Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12-months, in accordance with the vesting restrictions set out in Section 4.4(c) of Policy 4.4;
- no Award (other than Options), may vest before the date that is one year following the date the Award is granted or issued, provided that this requirement may be accelerated for a Person who dies or who ceases to be a Participant under the provisions hereof in connection with a Change of Control, take-over bid, reverse take-over or other similar transaction;
- Each Award granted shall further vest in accordance with the terms of the Grant Agreement entered into in respect of such Award. The board of directors (the “**Board**”) has the right to accelerate the date upon which any Award becomes exercisable, subject to TSXV approval, notwithstanding the vesting schedule set forth for such Award;
- Shares covered by Awards which have been exercised or settled, as applicable, and Awards which expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised, will be available for subsequent grant under the Compensation Plan;
- the Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten (10) years from the date the Option is granted. The Option Price for Shares that are the subject of any Option shall be determined and approved by the Board when such Option is granted but shall not be less than the Market Value of such Shares at the time of the grant;

- Options shall be exercisable by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering a fully completed Exercise Notice to the Company, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by full payment. Subject to the rules and policies of the Stock Exchange, except in the case of Investor Relations Services Providers, the Board may, in its discretion and at any time, determine to grant a Participant the alternative, when entitled to exercise an Option, to deal with such Option on a “cashless exercise” basis, on such terms as the Board may determine in its discretion;
- RSUs entitle the recipient Participant to acquire Shares as determined by the Board or to receive the Cash Equivalent or a combination thereof, as the case may be, pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant, unless such RSU expires prior to being settled. Settlement of RSUs shall take place promptly following the RSU Settlement Date and no later than the end of the Restriction Period, and shall take the form determined by the Board, in its sole discretion;
- DSUs entitle the recipient Participant to receive such number of Shares as determined by the Board, or to receive the Cash Equivalent or a combination thereof, as the case may be, and is payable after Termination of Service of the Participant. The Company will make payment of the DSU Settlement Amount as soon as reasonably possible following the Filing Date and in any event no later than the end of the first calendar year commencing after the Participant’s Termination of Service;
- in the event of the death of a Participant (i) any vested Option granted to such Participant may be exercised by the liquidator, executor or administrator, as the case may be, of the estate of the Participant for that number of Shares only which such Participant was entitled to acquire under the respective Options on the date of such Participant’s death. Such Vested Awards shall only be exercisable within 12-months after the Participant’s death or prior to the expiration of the original term of the Options whichever occurs earlier; (ii) the Company will, subject to tax withholding provisions, make payment of the DSU Settlement Amount within two months of the Participant’s death to or for the benefit of the legal representative of the deceased Participant; and (iii) all unvested RSUs in the Participant’s Account as of such date relating to a Restriction Period in progress shall be terminated, and the Participant shall not receive any payment in lieu of cancelled RSUs; and
- any Award granted or issued to any Participant who is a director, officer, employee, consultant or management company employee must expire within a reasonable period, not exceeding 12-months, following the date the Participant ceases to be an eligible Participant under the Compensation Plan.

EMPLOYMENT, CONSULTING AND MANAGEMENT AGREEMENTS

Management functions of the Company are not, to any substantial degree, performed other than by Directors or NEOs of the Company. There are no agreements or arrangements that provide for compensation to NEOs or Directors of the Company, or that provide for payments to a NEO or Director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, severance, a change of control in the Company or a change in the NEO or Director’s responsibilities, other than as set out below.

On September 1, 2024, Mr. Clarke resigned as CEO and Director of the Company and was succeeded by Mr. Tsakumis as Interim CEO. Mr. Clarke received no additional compensation in connection with his resignation but remains engaged with the Company in an advisory capacity.

On August 1, 2024, Mr. Gibbs resigned as CFO of the Company and was replaced by Mr. Charlish. Mr. Gibbs received no additional compensation in connection with his resignation but remained engaged with the Company in an advisory capacity.

On August 7, 2025, Mr. Charlish was succeeded by Mr. Barbier as CFO of the Company.

Andrew Bowering – Chairman and Director

Pursuant to a consulting agreement effective May 11, 2021 between a personal holding company of Andrew Bowering and the Company (the “**Bowering Agreement**”), Mr. Bowering has agreed to provide the services of Chairman and Director, with a monthly retainer of \$17,500 per month (subject to adjustment, if deemed appropriate, based on the performance of the Company). Effective January 1, 2023, the amount of this monthly retainer was increased to \$19,250. Mr. Bowering is also entitled to bonuses, option grants or executive incentives at the discretion of the Board. The Company reimburses Mr. Bowering for all reasonable travel and other out-of-pocket expenses incurred in connection with carrying out his services.

See “*Termination and Change of Control*” below for further details regarding the Bowering Agreement.

Laurence Stefan – President and Chief Operating Officer

Pursuant to a consulting agreement effective April 27, 2021 between a personal holding company of Laurence Stefan and the Company (the “**Stefan Agreement**”), Mr. Stefan has agreed to provide the services of President and Chief Operating Officer, with a monthly retainer of \$25,000 per month (subject to adjustment, if deemed appropriate, based on the performance of the Company). Effective January 1, 2023, the amount of this monthly retainer was increased to \$27,500. Mr. Stefan is also entitled to bonuses, option grants or executive incentives at the discretion of the Board. The Company reimburses Mr. Stefan for all reasonable travel and other out-of-pocket expenses incurred in connection with carrying out his services.

See “*Termination and Change of Control*” below for further details regarding the Stefan Agreement.

Termination and Change of Control

For the purposes of this section, a “**Change of Control**” has occurred upon any of the following events occurring:

- (i) a merger, amalgamation, arrangement, reorganization or transfer takes place in which equity securities of the Company possessing more than one-half of the total combined voting power of the Company’s outstanding equity securities are acquired by a person or persons different from the persons holding those equity securities immediately prior to such transaction, and the composition of the board of Directors of the Company following such transaction is such that the Directors of the Company prior to the transaction constitute less than one-half of the Directors following the transaction, except that no Change in Control will be deemed to occur if such merger, amalgamation, arrangement, reorganization or transfer is with any subsidiary or subsidiaries of the Company;
- (ii) if any person, or any combination of persons acting jointly or in concert by virtue of an agreement, arrangement, commitment or understanding shall acquire or hold, directly or indirectly, the right to appoint a majority of the Directors of the Company; or
- (iii) if the Company sells, transfers or otherwise disposes of all or substantially all of its assets, except that no Change in Control will be deemed to occur if such sale or disposition is made to a subsidiary or subsidiaries of the Company.

In addition, for the purposes of this section, any references to: (i) the “Agreement”, refer to each of the Bowering Agreement and the Stefan Agreement, as applicable and: (ii) the “Consultant”, refer to each of Mr. Bowering and Mr. Stefan, as applicable.

The Company may terminate the Agreement if the Consultant: (i) refuses or is unable to provide the services or is in breach of any material provision thereof, provided that if capable of being cured, the Company has provided written notice of such event and the Consultant thereafter has 10 days to cure; (ii) has engaged in any violation of any law applicable to the Company, or (iii) commits any willful act that constitutes personal dishonesty or gross misconduct in connection with the duties and responsibilities to the Company and that is injurious to the Company or its related entities. Except in the circumstances described above, the Company may terminate the Agreement at any time upon notice, in which case the agreement will terminate on the date that is twenty-four (24) months following such notice. The Company may elect to terminate at any time prior to such date by providing payment in lieu of notice at the applicable monthly rate.

The Consultant may terminate the Agreement if the Company is in breach of any material provision of the terms thereof, provided that he has provided written notice of such event and the Company thereafter has 10 days to cure. In addition, the Consultant may terminate at any time upon ninety (90) days notice to the Company, provided that if he terminates within twelve (12) months of a Change of Control, the Company will be required to pay, on termination, an amount equal to the total fees the Consultant would be entitled to receive for a period of twenty-four (24) months.

The following table provides details regarding the estimated incremental payments from the Company to each of the Consultants upon termination following a Change of Control in accordance with the above provisions, assuming termination occurred on February 28, 2025:

Name	Severance Period (# of months)	Base Salary (\$)	Bonus (\$)	Option-based awards ⁽¹⁾ (\$)	Share-based awards ⁽²⁾ (\$)	Total Incremental Payments
Andrew Bowering	24	462,000	-	-	141,100	603,100
Laurence Stefan	24	660,000	-	-	182,600	842,600

Notes:

- Option-based awards payments have been calculated using a February 28, 2025, closing trading price on the TSXV of \$0.415 less the exercise price of each respective option grant's exercise price multiplied by the number of Options outstanding.
- Share-based awards payments are calculated using a February 28, 2025, closing trading price on the TSXV of \$0.415 multiplied by the number of share-based awards, RSUs and PSUs, outstanding.

OVERSIGHT AND DESCRIPTION OF DIRECTOR AND NEO COMPENSATION

Objectives of Compensation Program

Generally, compensation provided by the Company is determined on an individual basis and is intended to be competitive, motivating and rewarding for each NEO or Director. The following objectives / principles form the basis of the Company's executive and Director compensation program:

- align interest of executives, Directors and shareholders;
- attract, retain and motivate executives to drive the annual and long-term business goals of the Company and enhance the sustainable development and growth of the Company; and
- encourage pay for performance mentality and results.

In light of these objectives, the Company believes that compensation should be fair and reasonable and be set with reference to the market for similar positions at comparable companies. The Company believes that an appropriate mix of total compensation be delivered as a combination of fixed pay (base salary) and variable pay (annual cash bonus and equity grants). The compensation program is designed to reward and motivate each NEO or Director in accordance with their qualifications, experience, level of responsibility and position with the Company. Overall, compensation for NEOs and Directors is based on periodic determinations by the Board, with the assistance of the Corporate Governance, Nominating and Compensation Committee (“CGNC”).

Elements of Executive Compensation

For the year ended February 28, 2025, the elements of compensation earned, awarded or paid to the NEOs included annual compensation in the form of a base salary, a discretionary cash bonus and equity compensation. The elements of compensation paid to NEOs are considered as part of a total compensation award and the decision to pay any one particular element does not have any impact on the decision to pay the other element of compensation.

Base Salary

Base salaries are paid to NEOs as a means to provide a non-performance-based element of compensation that is certain and predictable and generally competitive with market practices. Base salaries for NEOs are fixed and based on agreements between the Company and the NEOs. The level of base salary for each NEO is determined by the level of responsibility of his or her position, the individual’s qualifications and experience and his or her performance.

Annual Cash Bonus

The Company, in its discretion, may award cash bonuses in order to motivate executives to achieve short-term corporate goals. A discretionary bonus for each NEO is determined annually based on an assessment of performance of the executive throughout the year and the attainment of goals and objectives set for the executive. The Board approves annual incentives. The Company does not have a formal bonus plan but may award discretionary bonuses that are recommended by the CEO and approved by the Board.

Awards

Awards granted to NEOs are intended to retain NEOs and motivate the NEOs by rewarding sustained, long-term development and growth that will result in increases in stock value. Overall, such Awards are a variable element of the NEOs’ compensation and are awarded in compliance with the Compensation Plan. The Compensation Plan was established to attract and retain persons such as employees, consultants, officers and Directors of the Company and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through securities-based compensation resulting in the acquisition of Shares.

The Company does not assess its compensation through benchmarks or peer groups at this time.

Risks Associated with Compensation

Considering the Company's size, the Board does not deem it necessary to consider at this time the implications of the risks associated with the Company's compensation policies and practices. However, the Company believes its compensation policies alleviate risk by having a balance of short term (salary) and long-term compensation. The CGNC will also evaluate the risks and adjust the Company's compensation policies as necessary. As previously mentioned, Awards are granted to retain NEOs and motivate the NEOs by rewarding sustained, long-term development and growth that will result in increases in stock value. There is no formal process for assessing when such Awards are to be granted. Awards are granted at a time determined necessary by the CGNC and the Board in their discretion.

Financial Instruments

The Company does not currently have a policy that restricts NEOs or Directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity. However, as of the date of this Statement of Executive Compensation, no NEO or Director of the Company has participated in the purchase of such financial instruments pertaining to the Company.

Compensation of Directors

Compensation for Directors of the Company is reviewed annually by the Board. The level of compensation for Directors is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

For their role as Directors of the Company, each Director of the Company who is not a NEO will be paid director fees and may, from time to time, be paid meeting fees and awarded Options, RSUs and DSUs pursuant to the Compensation Plan.

PENSION DISCLOSURE

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans currently in place or proposed at this time.