**AGENCY AGREEMENT**

November 13, 2020

Element 29 Resources Inc.
Suite 1650 – 1066 West Hastings Street
Vancouver, BC V6E 3X1

**Attention: Mr. Brian Booth, President and Chief Executive Officer**

Dear Sirs:

Haywood Securities Inc. ("**Haywood**"), BMO Capital Markets Corp. and Canaccord Genuity Corp. (together with Haywood, the "**Agents**") hereby agrees to offer for purchase and sale on a 'commercially reasonable efforts' agency basis and Element 29 Resources Inc. (the "**Corporation**") upon and subject to the terms hereof, agrees to issue and sell through the Agents, a minimum of 10,000,000 units of the Corporation (each an "**Offered Unit**") and a maximum of up to 20,000,000 Offered Units at a price of $0.50 per Offered Unit (the "**Offering Price**").

Each Offered Unit is comprised of one Common Share (as hereinafter defined) (each a "**Unit Share**") and one-half of one transferable common share purchase warrant (each whole warrant, a "**Unit Warrant**"). Each Unit Warrant is exercisable to acquire one Common Share of the Corporation (each a "**Unit Warrant Share**") at a price of $0.70 per Unit Warrant Share, subject to adjustment, at any time up to 5:00 p.m. (Vancouver time) on the date that is 36 months following the Closing Date (as hereinafter defined). The Unit Warrants will be subject to the terms of the Warrant Indenture (as hereinafter defined). The description of the Unit Warrants herein is a summary only and is subject to the specific attributes and provisions set forth in the Warrant Indenture. In case of any inconsistency between the description of the Unit Warrants in this Agreement and the terms of the Unit Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

The Agents have been granted an over-allotment option, exercisable, in whole or in part, at the sole discretion of the Agents, at any time up to 30 days following the Closing Date (as hereinafter defined), to purchase an additional number of Offered Units equal to 15% of the Offered Units sold pursuant to the Offering (the "**Agents' Option Units**") at a price of $0.50 per Agents' Option Unit to cover the Agents' over-allocation position, if any, and for market stabilization purposes (the "**Agents' Option**"). If exercised, any Agents' Option Units issued upon exercise of the Agents' Option shall be deemed to form part of the Offering for the purposes hereof. Unless the context otherwise requires, all references to the "**Offering**" and "**Offered Units**" shall include any Agents' Option Units issued or issuable in connection with the exercise of the Agents' Option.

The offering of the Offered Units by the Corporation described in this Agreement is hereinafter referred to as the "**Offering**".

The net proceeds of the Offering to the Corporation shall be used by the Corporation substantially in accordance with the disclosure set out under "Use of Proceeds" in the Final Prospectus (as hereinafter defined), subject to the qualifications set out therein.

The Agents understand that the Corporation has prepared and, concurrently with or immediately after the execution hereof, will file a final long form prospectus and all necessary documents relating thereto and will take all commercially reasonable steps necessary to qualify the Offered Units, the Unit Shares, the Unit Warrants and the Broker Warrants (as hereinafter defined) for distribution in each of the provinces of British Columbia, Alberta and Ontario (collectively, the "**Qualifying Jurisdictions**") and to permit the offer and sale of the Offered Units on a private placement basis to, or for the account or benefit of, persons in the United States (as hereinafter defined). The Agents intend to make a public offering of the Offered Units in the Qualifying Jurisdictions upon the terms set forth herein and in the Prospectus (as defined below). The Corporation acknowledges and agrees that the Agents may offer and sell the Offered Units to or through any affiliate of the Agents and that any such affiliate may offer and sell the Offered Units to or through the Agents. The Agents shall be entitled to appoint a selling group consisting of other registered dealers for the purposes of arranging for purchasers of the Offered Units.

The Agents also propose to (i) through their registered United States broker-dealer affiliate(s) (each, a "**U.S. Affiliate**"), offer the Offered Units, on a private placement basis, to, or for the account or benefit of, persons in the United States, to purchasers to whom the Corporation will sell the Offered Units directly in accordance with Rule 506(b) of Regulation D under the U.S. Securities Act and/or Section 4(a)(2) of the U.S. Securities Act, as well as pursuant to any applicable securities laws of any state of the United States in accordance in with the terms hereof, including Schedule "C" hereto, and (ii) offer the Offered Units, on a private placement basis, in other foreign jurisdictions, including to qualified investors in the United Kingdom, all in the manner contemplated by this Agreement.

In consideration of the Agents' services to be rendered in connection with the Offering, the Corporation shall:

(a) pay to the Agents at the Closing (as hereinafter defined) a cash commission (the "**Cash Fee**") equal to 6% of the gross proceeds realized by the Corporation in respect of the sale of the Offered Units, other than those Offered Units sold pursuant to the President's List (as defined herein) for which 2% shall be payable;

(b) issue to the Agents at the Closing, that number of non-transferable broker warrants ("**Broker Warrants**") equal to 6% of the number of Offered Units issued under the Offering other than those Offered Units sold pursuant to the President's List (as defined herein) for which 2% shall be issuable; and

(c) pay to the Agents a corporate finance advisory fee of $75,000 (the "**Corporate Finance Fee**") plus GST of which $50,000 shall be payable in cash and $25,000 shall be payable in free trading Common Shares issued at the Offering Price (the "**Corporate Finance Fee Shares**");

The obligation of the Corporation to pay the Cash Fee, the Corporate Finance Fee and issue the Broker Warrants shall arise at the Closing Time against payment for the Offered Units and the Cash Fee, the Corporate Finance Fee and the Broker Warrants shall be fully earned by the Agents at that time. Each Broker Warrant may be exercised by the holder to acquire one Common Share (as defined herein) without par value of the Corporation (each a "**Broker Warrant Share**") at a price of $0.50 per Broker Warrant Share at any time up to 5:00 p.m. (Vancouver time) on the date that is 36 months following the Closing Date (as hereinafter defined).

At the direction of the Corporation, in consultation with Haywood, a special selling group may also be established which shall provide for a 5% cash commission and 5% Broker Warrant payout to certain retail brokers (provided that such enhanced payout shall be paid by the Agents and is not in addition to the Cash Fee or the Broker Warrants) on orders up to $2,000,000 worth of Offered Units.

The following are the schedules attached to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" Form of Lock-Up Agreement
Schedule "B" List of Subsidiaries
Schedule "C" Compliance with United States Securities Laws

## DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

"**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

“**Alternative Transaction**” means issuance of securities of the Corporation or a business transaction, either of which involves a change in control of the Corporation, or any material subsidiary including a merger, amalgamation, arrangement, take-over bid supported by the board of directors of the Corporation, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or any similar transaction, excluding an issuance of securities pursuant to the exercise of securities of the Corporation outstanding on the date hereof or in connection with a bona fide acquisition by the Corporation (other than a direct or indirect acquisition, whether by way of one or more transactions, of an entity all or substantially all of the assets of which are cash, marketable securities or financial in nature or an acquisition that is structured primarily to defeat the intent of paragraph 13(b));

"**Applicable Laws**" means all applicable laws, rules, regulations, policies, statutes, ordinances, codes, orders, consents, decrees, judgments, decisions, rulings, awards, or guidelines, the terms and conditions of any permits, including any judicial or administrative interpretation thereof, of any Governmental Authority;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver;

"**Canadian Securities Regulators**" means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

"**Closing**" means the completion of the issue and sale by the Corporation on the Closing Date of the Offered Units as contemplated by this Agreement;

"**Closing Date**" means such date of Closing as the Corporation and the Agents may agree;

"**Closing Time**" means 8:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agents may agree;

"**Common Shares**" means the common shares of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

"**Corporation's Auditors**" means such firm of chartered professional accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

"**Elida Project**" shall have the meaning ascribed to ""Elida Project" in the Prospectus;

"**Elida Technical Report**" means the independent NI 43-101 technical report entitled "NI 43-101 Technical Report on the Elida Property Peru" with an effective date of February 15, 2020, prepared by Derrick Strickland, P.Geo;

"**Engagement Letter**" means the letter agreement dated July 27, 2020 between Haywood and the Corporation relating to the Offering;

"**Final Prospectus**" means the (final) long form prospectus prepared by the Corporation in accordance with NI 41-101 and relating to the distribution of the Offered Units and for which a receipt will be issued by the British Columbia Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

"**Financial Statements**" means the financial statements of the Corporation included in the Prospectus, including the notes to such statements and the related auditors' report on such statements, if any;

"**Flor de Cobre Project**" shall have the meaning ascribed to "Flor de Cobre Project" in the Prospectus;

"**Flor de Cobre Technical Report**" means the independent NI 43-101 technical report entitled "NI 43-101 Technical Report on the Flor de Cobre Property Arequipa and Moquegua Regions, Peru" with an effective date of March 15, 2020, prepared by Derrick Strickland, P.Geo;

"**Governmental Authority**" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

"**Listing Date**" means the date that the Common Shares of the Corporation are listed on the TSXV;

"**Marketing Materials**" has the meaning ascribed to "marketing materials" in NI 41-101 (including any template version, revised template version or limited use version thereof) provided to a potential investor in connection with the Offering;

"**Material Adverse Effect**" or "**Material Adverse Change**" means any effect or change on the Corporation or any Subsidiary or their respective businesses that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation and each Subsidiary or their respective businesses, taken as a whole, after giving effect to this Agreement and the transactions contemplated hereby or that is or is reasonably likely to prevent the completion of the transactions contemplated by this Agreement;

"**misrepresentation**", "**material fact**", "**material change**", "**affiliate**", "**associate**", and "**distribution**" shall have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"**MI 11-102**" means Multilateral Instrument 11-102 – *Passport System* and its companion policy;

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

“**NP 46-201**” means National Policy 46-201 – *Escrow for Initial Public Offerings*;

"**Offering**" means the issuance and sale of the Offered Units pursuant to this Agreement;

"**Offering Documents**" has the meaning ascribed thereto in subparagraph 7(a)(iii);

"**Passport System**" means the system and process for prospectus reviews provided for under MI 11-102 and NP 11-202;

"**person**" shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

"**Preliminary Prospectus**" means the preliminary long form prospectus dated September 10, 2020 prepared by the Corporation relating to the distribution of the Offered Units, and for which a receipt was issued by the British Columbia Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

"**President's List**" means the list of strategic investors, existing shareholders, family members, friends and business associates of the Corporation who may participate in the Offering in an amount up to $1,000,000 worth of Offered Units, developed by the Corporation in consultation with Haywood;

"**Prospectus**" means, collectively, the Preliminary Prospectus and the Final Prospectus and any amendments thereto;

"**Qualifying Jurisdictions**" means, collectively, British Columbia, Alberta and Ontario, as well as such other jurisdictions as agreed to between the Corporation and the Agents in writing;

"**Securities**" means the Offered Units, the Unit Shares, the Unit Warrants, the Unit Warrant Shares, the Broker Warrants, the Broker Warrant Shares and the Corporate Finance Fee Shares;

"**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"**Securities Regulators**" means, collectively, the TSXV and the Canadian Securities Regulators;

"**Selling Firm**" has the meaning ascribed thereto in paragraph 4(a);

"**Standard Listing Conditions**" has the meaning ascribed thereto in subparagraph 6(a)(v);

"**Standard Term Sheet**" has the meaning ascribed to "standard term sheet" in NI 41-101;

"**Subsidiaries**" means the subsidiaries of the Corporation, as listed in Schedule "B" hereto and "**Subsidiary**" means any one of the Subsidiaries;

"**Supplementary Material**" means, collectively, any amendment to the Final Prospectus, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under the Securities Laws relating to the distribution of the Securities hereunder;

"**Technical Reports**" means, collectively, the Elida Technical Report and the Flor de Cobre Technical Report;

"**Transfer Agent**" means the registrar and transfer agent of the Corporation, namely, Computershare Investor Services Inc.;

"**TSXV**" means the TSX Venture Exchange;

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Memorandum**" has the meaning ascribed thereto in paragraph 6(a)(iv) and includes, for the avoidance of doubt, the U.S. Preliminary Placement Memorandum and the U.S. Placement Memorandum (each as defined in Schedule "C" hereto);

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;

"**Warrant Agent**" means Computershare Investor Services Inc.; and

"**Warrant Indenture**" means an indenture in respect of the Unit Warrants to be entered into between the Corporation and the Warrant Agent on or before the Closing Date.

## TERMS AND CONDITIONS

**1. Compliance With Securities Laws.** The Corporation will use its commercially reasonable efforts to resolve as soon as possible any comments of the Canadian Securities Regulators relating to the Preliminary Prospectus and will, as soon as possible thereafter, and in any event no later November 13, 2020 (or, in any case, by such later date or dates as may be determined by the Agents and the Corporation acting reasonably), file the Final Prospectus and obtain, pursuant to the Passport System, a receipt from the British Columbia Securities Commission (as principal regulator) evidencing the issuance or deemed issuance by the Canadian Securities Regulators of receipts for the Final Prospectus in respect of the proposed distribution of the Offered Units, the Unit Shares, the Unit Warrants and the Broker Warrants.

**2. Minimum Offering.** The Closing of the Offering is subject to aggregate gross proceeds from the Offering being a minimum of $5,000,000 (the "**Minimum Offering**"). All funds received by the Agents for subscriptions will be held in trust by the Agents until the Minimum Offering has been obtained or will be returned to the subscribers without interest or deduction if the Minimum Offering is not obtained within the period required to complete the Offering pursuant to Securities Laws unless the subscribers have otherwise instructed the Agents.

**3. Due Diligence.** Prior to the filing of the Final Prospectus and continuing until the Closing, the Corporation shall have permitted the Agents to review each of the Preliminary Prospectus and the Final Prospectus and shall allow the Agents to conduct any due diligence investigations which they reasonably require in order to fulfill their obligations as agents under the Securities Laws and in order to enable it to responsibly execute the certificate in the Preliminary Prospectus and the Final Prospectus required to be executed by it. The Corporation also covenants to secure the cooperation of the Corporation's professional advisors (including its legal advisors and auditors) to participate in any due diligence conference calls required by the Agents, and the Corporation consents to the use and the disclosure of information obtained during the course of the due diligence investigation (including during any due diligence conference call) where such disclosure is required by law or required by the Agents to maintain a defense to any regulatory or other civil action. The Corporation further covenants, during the term of this Agreement, to keep the Agents informed of all material changes relating to the Corporation, whether or not requested by the Agents.

**4. Distribution and Certain Obligations of the Agents.**

(a) The Agents shall, and shall use commercially reasonable efforts to require any investment dealer or broker (other than the Agents) with which the Agents have a contractual relationship in respect of the distribution of the Offered Units (each, a "**Selling Firm**") to agree to comply with the Securities Laws in connection with the distribution of the Offered Units and shall offer the Offered Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Agents shall, and shall use commercially reasonable efforts to require any Selling Firm to, offer for sale to the public and sell the Offered Units only in those jurisdictions where they may be lawfully offered for sale or sold. The Agents shall: (i) use commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Units as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Agents and the Selling Firms have ceased distribution of the Offered Units and provide a breakdown of the number of Offered Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.

(b) The Agents shall, and shall use commercially reasonable efforts to require any Selling Firm to agree to, distribute the Offered Units in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Securities, or distribute the Prospectus or any Supplementary Material in connection with the distribution of the Offered Units and will not, directly or indirectly, offer, sell or deliver any Offered Units or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing and with the prior written agreement of the Corporation, the Agents and any Selling Firm shall be entitled to offer and sell the Offered Units in such other jurisdictions in accordance with any applicable securities and other laws in such jurisdictions in which the Agents and/or Selling Firms offer the Offered Units provided that the Corporation is not required to file a prospectus or other disclosure document or become subject to continuing obligations in such other jurisdictions, in accordance with the provisions of this Agreement.

(c) For the purposes of this paragraph 4, the Agents shall be entitled to assume that the Offered Units are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under the Passport System) following the filing of the Final Prospectus unless otherwise notified in writing.

(d) The Agents shall cause the distribution of the Offered Units to occur in such a manner that the minimum distribution requirements for the initial listing and posting for trading of the Common Shares on the TSXV are satisfied. The Agents will provide the TSXV with the information required by the TSXV setting forth the anticipated distribution of the Offering based upon subscriptions for the Offered Units received as of the date of any request by the Corporation.

**5. Marketing Materials.**

(a) During the distribution of the Offered Units:

(i) the Corporation will comply with all applicable Securities Laws relating to its activities during the period of distribution of the Offered Units;

(ii) the Corporation and the Agents, shall approve in writing, prior to the time Marketing Materials are provided to potential investors, a template version of any Marketing Materials reasonably requested to be provided by the Agents to any such potential investor, such Marketing Materials to comply with Securities Laws. The Corporation shall file a template version of such Marketing Materials with the Canadian Securities Regulators as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Agents, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Offered Units, and such filing shall constitute the Agents' authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 41-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Corporation. The Corporation shall prepare and file with the Canadian Securities Regulators a revised template version of any Marketing Materials provided to potential investors of Offered Units where required under Securities Laws; and

(iii) the Agents covenant and agree:

(A) not to provide any potential investor of Offered Units with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Offered Units; and

(B) not to provide any potential investor with any materials or information in relation to the distribution of the Offered Units or the Corporation other than: (a) such Marketing Materials that have been approved and filed in accordance with subparagraph 5(a)(ii); (b) the Prospectus; and (c) any Standard Term Sheets approved in writing by the Corporation and the Agents.

**6. Deliveries on Filing and Related Matters.**

(a) The Corporation shall deliver to the Agents:

(i) at the time of filing of the Final Prospectus, a copy of the Final Prospectus in the English language signed and certified by the Corporation as required by the Securities Laws;

(ii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a "long form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents, the Agents' counsel, and the Corporation from the Corporation's Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Corporation's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any auditors' consent letter or comfort letter addressed to the Canadian Securities Regulators;

(iii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a consent of Blake, Cassels & Graydon LLP dated as of the date of the Final Prospectus with respect to the tax commentary included in the section of the Prospectus entitled "Eligibility for Investment" addressed to the Canadian Securities Regulators, in form and content acceptable to the Agents, acting reasonably;

(iv) as soon as reasonably practicable after the Preliminary Prospectus, Final Prospectus and any Supplementary Material are prepared, the private placement memorandum incorporating the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, prepared for use in connection with the offering for sale of the Offered Units to, or for the account or benefit of, persons in the United States (the "**U.S. Memorandum**"), and, forthwith after preparation, any amendment to the U.S. Memorandum; and

(v) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the TSXV of the Common Shares, including the Unit Shares, the Unit Warrant Shares, the Broker Warrant Shares and the Corporate Finance Fee Shares, has been approved for listing subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSXV (the "**Standard Listing Conditions**").

(b) The Corporation shall also prepare and deliver promptly to the Agents signed copies of all Supplementary Material required to be filed by the Corporation in compliance with the Securities Laws.

(c) Delivery of the Preliminary Prospectus, the Final Prospectus, the Marketing Materials, any Supplementary Material and the U.S. Memorandum by the Corporation shall constitute the representation and warranty of the Corporation to the Agents that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Agents and provided by the Agents in writing) contained in the Preliminary Prospectus or the Final Prospectus or the Marketing Materials or any Supplementary Material or the U.S. Memorandum, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Units;

(ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Agents) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and

(iii) except with respect to any information relating solely to the Agents and provided by the Agents in writing, such documents comply in all material respects with the requirements of the Securities Laws.

Such deliveries shall also constitute the Corporation's consent to the Agents' use of the Preliminary Prospectus, the Final Prospectus, the Marketing Materials and any Supplementary Material in connection with the distribution of the Offered Units in the Qualifying Jurisdictions and the U.S. Affiliates' use of the U.S. Memorandum in connection with the offer and sale of the Offered Units, on a private placement basis, to, or for the account or benefit of, persons in the United States in compliance with this Agreement (including Schedule "C" hereto) and the U.S. Securities Act unless otherwise advised in writing.

(d) The Corporation shall cause commercial copies of the Final Prospectus, any Supplementary Material and the U.S. Memorandum to be delivered to the Agents without charge, in such numbers and in such cities as the Agents may reasonably request by written instructions to the Corporation's financial printer of the Final Prospectus, any Supplementary Material and the U.S. Memorandum given forthwith after the Agents have been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as practicable and, in any event, on or before the date which is the later of (i) two Business Days after the Canadian Securities Regulators have issued a receipt for the Final Prospectus, and (ii) two Business Days after the date on which the Agents provide print and delivery instructions and on or before a date which is two Business Days after the Canadian Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material.

(e) The Agents shall deliver to each purchaser of the Offered Units a copy of the Final Prospectus in compliance with Securities Laws. The Agents shall send a copy of all amendments to the Prospectus to all persons to whom copies of the Prospectus are sent.

**7. Material Changes.**

(a) During the period prior to the Agents notifying the Corporation of the completion of the distribution of the Offered Units, the Corporation shall promptly inform the Agents (and if requested by the Agents, confirm such notification in writing) of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations or capital of the Corporation or the Subsidiaries taken as a whole;

(ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus or the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents; and

(iii) any change in any material fact contained in the Preliminary Prospectus, the Final Prospectus, any Supplementary Material or the U.S. Memorandum (collectively, the "**Offering Documents**") or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Securities Laws.

(b) The Corporation will comply with Securities Laws and prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Units, the Unit Shares, the Unit Warrants and the Broker Warrants for distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of paragraphs 7(a) and 7(b) hereof, the Corporation shall in good faith discuss with the Agents any change, event or fact contemplated in paragraphs 7(a) and 7(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agents under subparagraph 7(a) hereof and shall consult with the Agents with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agents and their counsel, acting reasonably and without undue delay.

(d) If during the period of distribution of the Offered Units there shall be any change in Securities Laws which, in the opinion of the Agents, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agents, the Corporation shall, to the satisfaction of the Agents, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

**8. Covenants of the Corporation.** The Corporation hereby covenants to the Agents that the Corporation:

(a) will advise the Agents, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably satisfactory to the Agents of each such filing and copies of such receipts;

(b) will advise the Agents, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Canadian Securities Regulator of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;

(ii) the institution, threatening or contemplation of any proceeding for any such purposes;

(iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation (including the Offered Units) has been issued by any Securities Regulator or the institution, threatening or contemplation of any proceeding for any such purposes; or

(iv) any requests made by any Canadian Securities Regulator for amending or supplementing the Preliminary Prospectus or the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(c) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation will be in a position to apply to the Canadian Securities Regulators to cease to be a "reporting issuer", will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws of each of the Qualifying Jurisdictions to the date which is 24 months following the Listing Date;

(d) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation is not listed on the TSXV, the Corporation will use its commercially reasonable efforts to maintain the listing of the Common Shares on the TSXV or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, to the date that is 24 months following the Closing Date so long as the Corporation meets the minimum listing requirements of the TSXV or such other exchange or quotation system;

(e) during the distribution of the Offered Units, the Corporation will consult with the Agents and promptly provide to the Agents drafts of any press releases of the Corporation for review by the Agents and the Agents' counsel prior to issuance, provided that any such review will be completed in a timely manner; and

(f) will use the net proceeds of the Offering contemplated herein in the manner and subject to the qualifications described in the Prospectus under the heading "Use of Proceeds".

**9. Representations and Warranties of the Corporation.** The Corporation represents and warrants to the Agents that each of the following representations and warranties is true and correct on the date of this Agreement:

(a) Incorporation and Organization: The Corporation and each of the Subsidiaries have been incorporated or formed, as the case may be, are organized and are valid and subsisting corporations or partnerships, as the case may be, under the laws of their jurisdiction of existence and have all requisite corporate power and capacity to carry on their business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.

(b) Capacity: The Corporation and each Subsidiary has all requisite corporate power and capacity to carry on its business as now conducted and to own lease and operate its assets.

(c) Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of the date of this Agreement, 44,945,833 Common Shares are issued and outstanding as fully paid and non-assessable shares.

(d) Subsidiaries: The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company or entity that holds any assets or conducts any operations other than the Subsidiaries and the Corporation beneficially owns, directly or indirectly, all of the issued and outstanding shares in the capital of the Subsidiaries which are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries or any other security convertible into or exchangeable for any such shares.

(e) Listing: The Corporation has made an application to the TSXV so that at the time of issue of the Unit Shares, the Corporate Finance Fee Shares, the Unit Warrant Shares and the Broker Warrant Shares, the Common Shares will have been conditionally approved for listing on the TSXV, subject only to the Standard Listing Conditions.

(f) Certain Securities Law Matters: The Corporation is not a reporting issuer or the equivalent thereof in any jurisdiction and is not in default of any material requirement of the Securities Laws. The Corporation is not required to file reports with the United States Securities and Exchange Commission pursuant to Section 13(a) or Section 15(d) of the U.S. Exchange Act. In relation to the Offering, distribution, sales and marketing of the Securities offered under the Prospectus, the Corporation has complied with all applicable corporate and securities laws and administrative policies including without limitation, the Securities Laws and applicable laws of foreign jurisdictions.

(g) No Shareholders Agreement: The Corporation is not a party to, and does not have any knowledge of, any shareholders agreement or similar agreement affecting the business, affairs or governance of the Corporation or the rights of shareholders of the Corporation (including, without limitation, the ability of such shareholders to transfer or vote their shares).

(h) Rights to Acquire Securities: No person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued common shares or other securities of the Corporation, except as disclosed by the Corporation in the Prospectus.

(i) No Pre-emptive Rights: Other than as disclosed in the Prospectus, the issue of the Offered Units will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject.

(j) Prospectus: The Prospectus contains full, true and plain disclosure of all material facts in relation to the Corporation, the Corporation's business and its securities, will contain no misrepresentations, will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect in any material respect. There is no fact known to the Corporation which the Corporation has not disclosed in the Prospectus which results in a Material Adverse Effect, or so far as the Corporation can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under this Agreement.

(k) No Significant Acquisition. The Corporation has not completed a 'significant acquisition' (as such term is defined in NI 51-102) requiring disclosure in the Prospectus. The Corporation is not engaged in any proposed acquisition of a business or related business that has progressed to a state where a reasonable person would be believe that the likelihood of the Corporation completing the acquisition is high, and that, if completed by the Corporation, would be a 'significant acquisition' (as such term is defined in NI 51-102).

(l) Transfer Agent: The Transfer Agent has been, or will be on or before the Closing Date, appointed by the Corporation as the registrar and transfer agent for the Common Shares.

(m) Warrant Agent: The Warrant Agent at its office in Vancouver, British Columbia will, on or before the Closing Date, have been duly appointed as the warrant agent in respect of the Unit Warrants.

(n) Warrant Indenture: The Corporation has, or will have by the Closing Date, duly executed and delivered the Warrant Indenture and the Corporation will comply with all of covenants of the Corporation therein.

(o) Issue of Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery of certificates (whether in definitive form or electronic form) representing, the Unit Shares, the Unit Warrants, the Broker Warrants and the Corporate Finance Fee Shares and, upon fulfillment of the exercise requirements thereof (if applicable), including payment of the requisite consideration therefor, the Unit Shares, the Unit Warrant Shares, the Broker Warrant Shares and the Corporate Finance Fee Shares will be validly issued as fully paid and non-assessable Common Shares.

(p) Consents, Approvals and Conflicts: None of the offering and sale of the Offered Units, the execution and delivery of this Agreement, the Warrant Indenture or the Prospectus, the compliance by the Corporation with the provisions of this Agreement or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of the Offered Units upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Agents with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under the Securities Laws of any of the Qualifying Jurisdictions and the policies of the TSXV and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation or the Subsidiaries are a party or by which any of them or any of the properties or assets thereof is bound, or the notice of articles or articles or any other constating document of the Corporation or the Subsidiaries or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation or the Subsidiaries, or to the knowledge of the Corporation, any statute or any judgment, decree, order, rule, policy or regulation of any court, governmental authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or the Subsidiaries or any of the properties or assets thereof which could have a Material Adverse Effect.

(q) Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into this Agreement and the Warrant Indenture and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereunder and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution, and delivery of, and performance of its obligations under, this Agreement and the Warrant Indenture in accordance with the provisions thereof and to observe and perform its obligations under this Agreement, including, without limitation, the issue of the Offered Units and Broker Warrants upon the terms and conditions set forth herein.

(r) No Material Adverse Change: Subsequent to June 30, 2020 there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change except as disclosed in the Prospectus.

(s) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms hereof and the Warrant Indenture will be authorized, executed and delivered by the Corporation on or prior to the Closing Date and will constitute a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms thereof, except in any case as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

(t) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities (including the Unit Shares) of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened.

(u) Accounting Controls: Other than as disclosed in the Prospectus, the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of consolidated financial statements for the Corporation in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) that access to assets of the Corporation and each Subsidiary is permitted only in accordance with the general or a specific authorization of management or directors of the Corporation; (iv) that the recorded accountability for assets of the Corporation and each Subsidiary is compared with the existing assets of the Corporation and each Subsidiary at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its financial statements or interim financial statements.

(v) Financial Statements: The Corporation's audited Financial Statements for the years ended December 31, 2019 and December 31, 2018 (the "**Audited Financial Statements**") and all notes thereto and the Corporation's unaudited interim Financial Statements for the six months ended June 30, 2020 and all notes thereto (i) comply as to form in all material respects with the requirements of the applicable Securities Laws, (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with International Financial Reporting Standards, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, and, except as disclosed in the Prospectus or the Financial Statements there has been no change in accounting policies or practices of the Corporation since December 31, 2019.

(w) Auditors: The Corporation's Auditors who audited the Audited Financial Statements and who provided their audit report thereon are independent public accountants as required under applicable Securities Laws and there has not, during the last two financial years, been a reportable event (within the meaning of NI 51-102) between the Corporation and any such auditor.

(x) Audit Committee: The audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators, as applicable.

(y) Changes in Financial Position: Other than as disclosed in the Prospectus, since June 30, 2020, each of the Corporation and each Subsidiary has not:

(i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;

(ii) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and

(iii) entered into any material transaction or made a significant acquisition.

(z) Insolvency: Neither the Corporation nor any Subsidiary has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.

(aa) No Contemplated Changes: Neither the Corporation nor any Subsidiary has approved or has entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or, other than as disclosed in the Prospectus, the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or any Subsidiary whether by asset sale, transfer of shares or otherwise;

(ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or any Subsidiary or otherwise) of the Corporation or any Subsidiary; or

(iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Corporation or any Subsidiary.

(bb) Taxes and Tax Returns: Each of the Corporation and the Subsidiaries have filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and none of the Corporation or any Subsidiary is aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Corporation, pending against the Corporation or any Subsidiary which could reasonably be expected to result in a material liability in respect of taxes, charges or levies of any governmental authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and each of the Corporation and the Subsidiaries have withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.

(cc) Compliance with Laws, Licenses and Permits: To the knowledge of the Corporation after reasonable inquiry, each of the Corporation and the Subsidiaries have conducted and are conducting the business thereof in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and each of the Corporation and the Subsidiaries have not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect.

(dd) Agreements and Actions: Neither the Corporation nor any Subsidiary is in violation of any term of any constating document thereof in any material respect. Neither the Corporation nor any Subsidiary is in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect. Neither the Corporation nor any Subsidiary is in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, could reasonably be expected to result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.

(ee) Property: The Elida Project and the Flor de Cobre Project are the only properties which the Corporation currently considers to be "material" in which the Corporation has an interest and the Corporation is the beneficial owner of, and has good and marketable title to, the interests in the Elida Project and the Flor de Cobre Project as described in the Prospectus and such interests are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than as described in the Prospectus, and no other property rights are necessary for the conduct of the activities of the Corporation on the Elida Project and the Flor de Cobre Project as currently conducted. Except as described in the Prospectus, the Corporation and certain of its Subsidiaries (being Candelaris Resources S.A.C. and Elida Resources S.A.C.), as applicable, hold or have the sole and exclusive option to hold all mining rights that directly or indirectly constitute each of the Elida Project and the Flor de Cobre Project, and such mining rights have been validly registered and recorded and in accordance in all material respects with all applicable laws and are valid and subsisting. The Corporation does not know of any claim or the basis for any claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights, except as disclosed in the Prospectus.

(ff) Property Agreements: Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds the Elida Project and the Flor de Cobre Project (including any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation in accordance with the terms thereof; the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and each of the Elida Project and the Flor de Cobre Project is in good standing under the applicable statutes and regulations of the jurisdictions in which it is situated; all material leases, licences and claims pursuant to which the Corporation derives the interests in such property and assets are in good standing and, to the knowledge of the Corporation, there has been no material default under any such lease, licence or claim. Each of the Elida Project and the Flor de Cobre Project (or any interest in, or right to earn an interest in, the Elida Project and the Flor de Cobre Project) is not subject to any right of first refusal or purchase or acquisition right which is not disclosed in the Prospectus.

(gg) Mining Works: All assessments or other work required to be performed by the Corporation in relation to the mining claims and the mining rights of the Corporation in order to maintain the its rights in each of the Elida Project and the Flor de Cobre Project to date, if any, have been performed to date and the Corporation has complied in all material respects with all applicable governmental laws, regulations and policies in this regard as well as with regard to legal, contractual obligations to third parties in this regard except in respect of mining claims and mining rights that the Corporation intends to abandon or relinquish and except for any non-compliance which would not either individually or in the aggregate have a Material Adverse Effect; all such mining claims and mining rights are in good standing in all material respects as of the date of this Agreement.

(hh) Exploration Work: To the Corporation's knowledge, all exploration work done by or on behalf of the Corporation on each of the Elida Project and the Flor de Cobre Project has been conducted in all respects in accordance with good mining, exploration and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with.

(ii) Preparation of Technical Reports: The Corporation made available to the author of the Technical Reports prior to the issuances of thereof, for the purpose of preparing each of the Technical Reports, all information requested, and to the knowledge and belief of the Corporation, no such information contained any material misrepresentation as at the relevant time the relevant information was made available, except as otherwise disclosed in the Prospectus.

(jj) Content of Technical Reports: To the best of the Corporation's knowledge, each of the Elida Technical Report and the Flor de Cobre Technical Report accurately and completely sets forth all material facts relating to the Elida Project or the Flor de Cobre Project, respectively, as at the date of such report; since the dates of preparation of the Elida Technical Report and the Flor de Cobre Technical Report there has been no change, to the best of the Corporation's knowledge, except as otherwise disclosed in the Prospectus, that would disaffirm or change any aspect of the Technical Reports in any material respect.

(kk) NI 43-101: The Corporation is in compliance with NI 43-101 in all material respects in connection with each of the Elida Technical Report and the Flor de Cobre Technical Report and, other than the Elida Project and the Flor de Cobre Project, the Corporation does not hold any interest in a mineral property that is material to the Corporation for the purposes of NI 43-101.

(ll) Legislation: The Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Corporation.

(mm) No Defaults: The Corporation is not in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect.

(nn) Compliance with Employment Laws: The Corporation and the Subsidiaries are in compliance in all material respects with all applicable laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and have not and are not engaged in any unfair labour practices.

(oo) Environmental Compliance: Except as disclosed in the Prospectus:

(i) to the knowledge of the Corporation, the property, assets and operations of the Corporation and the Subsidiaries comply in all material respects with all applicable Environmental Laws (which term means and includes, without limitation, any and all applicable federal, provincial, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, or any Environmental Activity (which term means and includes, without limitation, any past or present activity, event or circumstance in respect of a Contaminant (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater) of the jurisdictions in which the property, assets and operations of the Corporation and the Subsidiaries are located);

(ii) the Corporation and the Subsidiaries have obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (each, an "**Environmental Permit**") necessary as at the date hereof for the operation of the businesses currently carried on by each of the Corporation and the Subsidiaries, and each Environmental Permit is valid, subsisting and in good standing and, to the best knowledge of the Corporation after reasonable inquiry, the Corporation and the Subsidiaries are not in material default or breach of any Environmental Permit and no proceeding is pending or threatened to revoke or limit any Environmental Permit;

(iii) the Corporation does not have any knowledge of, and has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect, either the Corporation, any Subsidiary or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Corporation is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and to the best of the Corporation's knowledge after reasonable inquiry, neither the Corporation nor any Subsidiary nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

(iv) neither the Corporation nor any Subsidiary has given or filed any notice under any federal, provincial or local law with respect to any Environmental Activity, the Corporation and the Subsidiaries do not have any material liability (whether contingent or otherwise) in connection with any Environmental Activity and, to the knowledge of the Corporation, no notice has been given under any federal, state, provincial or local law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Corporation, the Subsidiaries or the property, assets, business or operations thereof;

(v) the Corporation and the Subsidiaries do not store any hazardous or toxic waste or substance on the property thereof and have not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws, and to the best of the knowledge of the Corporation, there are no Contaminants on any of the premises at which the Corporation or the Subsidiaries carry on business, in each case other than in compliance with Environmental Laws; and

(vi) to the best of the knowledge of the Corporation, the Corporation is not subject to any contingent or other material liability relating to non-compliance with Environmental Law.

(pp) Environmental Audits: To the best of the knowledge of the Corporation after reasonable inquiry, there are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or the Subsidiaries except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course.

(qq) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against any of the property or assets thereof, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of any of them to perform the obligations thereof and none of the Corporation or any Subsidiary is subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement.

(rr) Unlawful Payments: The Corporation has not nor, to the best knowledge of the Corporation, has any director, officer, agent, employee or other person acting on behalf of the Corporation or any Subsidiary, (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ss) Anti-Money Laundering:

(i) the operations of the Corporation and the Subsidiaries are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation and each Subsidiary conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or the Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;

(ii) each of the Corporation and the Subsidiaries have not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation, each Subsidiary and the Corporation's operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation; and

(iii) the Corporation or, to the best knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds of the distribution of the Offered Units or lend, contribute or otherwise make available such proceeds to the Corporation or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States.

(tt) <u>Non-Arm's Length Transactions</u>: Except as disclosed in the Prospectus or to the Agents, neither the Corporation nor any Subsidiary owes any amount to, nor has the Corporation or any Subsidiary made any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of them or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) with them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation or any Subsidiary. Except usual employee or consulting arrangements made in the ordinary and normal course of business, each of the Corporation and the Subsidiaries are not a party to any contract, agreement or understanding with any officer, director, employee or securityholder of the Corporation or any other person not dealing at arm's length with the Corporation.

(uu) Minute Books: The minute books of the Corporation and the Subsidiaries, all of which have been or will be made available to the Agents or counsel to the Agents, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material in the context of the Corporation and the Subsidiaries.

(vv) Commission: Other than the Agents, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement as a result of actions taken by the Corporation.

(ww) No Withholding of Public Information: The Corporation has not withheld from the Agents any fact or information relating to the Corporation, the Subsidiaries or to the Offering that would reasonably be expected to be material to the Agents.

(xx) Compliance with United States Securities Laws: the Corporation makes the representations, warranties and covenants set forth in Schedule "C" hereto.

**10. Representations and Warranties of the Agents.** The Agents represent, warrant and covenants to and with the Corporation that:

(a) each of the Agents is a valid and subsisting corporation, duly incorporated and in good standing under the law of the jurisdiction in which it was incorporated;

(b) each of the Agents has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;

(c) each of the Agents is a dealer registered under the Securities Laws;

(d) each of the Agents will fulfil all legal requirements (including, without limitation, compliance with Applicable Securities Laws) to be fulfilled by it to act as the Corporation's agent in undertaking the Offering in the Qualifying Jurisdictions; and

(e) each of the Agents makes the representations, warranties and covenants set forth in Schedule "C" hereto.

**11. Closing Deliveries.** The purchase and sale of the Offered Units shall be completed at the Closing Time at such place as the Agents and the Corporation may agree. At or prior to the Closing Time, the Corporation shall duly and validly deliver to the Agents certificates (whether in definitive form or electronic form) representing the Unit Shares, the Unit Warrants, the Corporate Finance Fee Shares and the Broker Warrants as the case may be, registered in such name or names as the Agents may notify the Corporation in writing not less than 48 hours prior to Closing, against payment by the Agents to the Corporation, at the direction of the Corporation, in lawful money of Canada by certified cheque or wire transfer an amount equal to the aggregate purchase price for the Offered Units, as the case may be, being issued and sold hereunder less the Cash Fee, the cash portion of the Corporate Finance Fee and all of the estimated out-of-pocket expenses of the Agents payable by the Corporation to the Agents in accordance with paragraph 20 hereof.

**12. Agents' Conditions**. The obligation of the Agents to complete the transactions contemplated by this Agreement at the Closing Time shall be subject to the following conditions (it being understood that the Agents may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing:

(a) the Agents shall have received an opinion, dated the Closing Date and subject to customary qualifications, of Blake, Cassels & Graydon LLP, the Corporation's Canadian legal counsel, addressed to the Agents and the Agents' legal counsel as to all legal matters reasonably requested by the Agents relating to the Corporation and the creation, issuance and sale of the Offered Units, or, instead of rendering opinions relating to the laws of the Qualifying Jurisdictions, the Corporation's solicitors may engage one or more legal counsel in the Qualifying Jurisdictions or elsewhere to provide such local counsel opinions as may be necessary;

(b) if any of the purchasers are, or are acting for the account or benefit of, persons in the United States, the Agents shall have received an opinion, dated the Closing Date and subject to customary qualifications, of Skadden, Arps, Slate, Meagher & Flom LLP, acting as United States securities counsel for the Corporation, addressed to the Agents, in form and substance satisfactory to the Agents, acting reasonably, that the offer and sale of Offered Units to, or for the account or benefit of, persons in the United States, in the manner contemplated by this Agreement (including Schedule "C" hereto), does not require registration under the U.S. Securities Act;

(c) the Agents shall have received a title report dated the Closing Date in respect of the Corporation's title to the Elida Project and the Flor de Cobre Project addressed to the Agents and the Agents' legal counsel, in form and content acceptable to the Agents, acting reasonably;

(d) the Agents shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;

(e) the Agents shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Agents, acting reasonably, addressed to the Agents and the Agents' counsel to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:

(i) the representations and warranties of the Corporation in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time;

(ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Qualifying Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and, to the knowledge of the officers, no proceedings, investigations or enquiries for that purpose have been instituted or are pending;

(iii) the notice of articles and articles of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;

(iv) the minutes or other records of various proceedings and actions of the Corporation's board of directors relating to the Offering, this Agreement, the Warrant Indenture and the Offering Documents and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and

(v) subsequent to the respective dates as at which information is given in the Prospectus, there has not been a Material Adverse Change other than as disclosed in the Prospectus or any Supplementary Material, as the case may be;

(f) the Agents shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents and the directors of the Corporation from the Corporation's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Agents pursuant to subparagraph 6(a)(ii) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Agents;

(g) the Common Shares, including the Unit Shares, the Unit Warrant Shares, the Broker Warrant Shares and the Corporate Finance Fee Shares shall be listed as of the Closing on the TSXV; provided that if the TSXV does not issue a bulletin in relation to the listing of the Common Shares at the close of business by the market day prior to the Closing Date, then the Closing may be delayed;

(h) Haywood shall have received from each director and officer of the Corporation an executed lock-up agreement substantially in the form attached as Schedule "A" hereto;

(i) the Agents and the Agents' counsel shall have been provided with information and documentation, reasonably requested relating to their due diligence inquiries and investigations and shall not have identified any material adverse changes or misrepresentations or any items materially adversely affecting the Corporation's affairs which exist as of the date hereof but which have not been disclosed in the Prospectus;

(j) the Agents shall have received a certificate of good standing (or equivalent) dated within one Business Day of the Closing Date in respect of the Corporation;

(k) the Agents shall have received certificates or lists, issued under the Securities Laws of the Qualifying Jurisdictions stating or evidencing that the Corporation is a "reporting issuer" under each of the Qualifying Jurisdictions and not in default under such Securities Laws; and

(l) the Agents shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date.

**13. Restrictions on Further Issues or Sales and Alternative Transactions.**

(a) The Corporation shall not issue, announce any issue or agree to issue any securities of the Corporation for a period of 120 days after the Closing Date without the prior written consent of Haywood, such consent not to be unreasonably withheld, other than issuances: (i) under existing director or employee stock option, bonus or purchase plans as detailed in the Final Prospectus; (ii) under director or employee stock options or bonuses granted, or (iii) as a result of the exercise of currently outstanding share purchase warrants or options, previously scheduled property payments or pursuant to any outstanding contractual obligations.

(b) In the event that Corporation withdraws from the Offering after the date of this Agreement in order to complete an Alternative Transaction (which transaction is completed within twelve (12) months of the withdrawal from the Offering), the Corporation shall pay to the Agents promptly upon closing of the Alternative Transaction, a fee equal to the maximum amount of fees otherwise payable under this Agreement calculated on the basis of the maximum Offering of Units proposed hereunder.

**14. All Terms to be Conditions**. The Corporation agrees that the conditions contained in paragraph 12 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in paragraph 12 shall entitle the Agents to terminate their obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing.

**15. Termination Events.** In addition to any other remedies which may be available to the Agents, the Agents may terminate their obligations under this Agreement by delivering written notice to that effect to the Corporation at or prior to the Closing Time, if:

(a) the Agents are not satisfied in their sole discretion with their due diligence review and investigations;

(b) the Corporation is in breach of, default under or non-compliance with any material representation, warrant, term, condition or covenant of this Agreement or any material representation or warranty given by the Corporation in this Agreement becomes false;

(c) the state of the financial markets, whether national or international or the state of the markets for the Offered Units, is such that in the opinion of the Agents, it would be impractical or unprofitable to offer or continue to offer the Offered Units for sale;

(d) there is an inquiry or investigation (whether formal or informal) by any securities regulatory authority, including, without limitation, the TSXV, in relation to the Corporation or any one of its officers or directors that could be reasonably expected to have a material adverse effect on the Corporation;

(e) there should develop, occur or come into effect or existence any event of any nature, including without limitation, accident, act of terrorism, public protest, any escalation in the severity of the COVID-19 pandemic, governmental law or regulation, major financial occurrence of national or international consequence or any law or regulation which, in the opinion of the Agents, seriously adversely affects, or involves, or will seriously adversely affect, or involve, the financial markets or the business, affairs, prospects or financial condition of the Corporation and the Subsidiaries taken as a whole or its material properties or the market price or value or marketability of the securities of the Corporation;

(f) any condition shall remain outstanding and uncompleted at any time after the time which is it required to be completed or waived; or

(g) the Agents and the Corporation agree in writing to terminate this Agreement.

**16. Exercise of Termination Right.** If this Agreement is terminated by the Agents pursuant to paragraph 15, there shall be no further liability to the Corporation on the part of the Agents or of the Corporation to the Agents, except in respect of any liability which may have arisen or may thereafter arise under paragraphs 13, 18 and 20. The right of the Agents to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

**17. Survival of Representations and Warranties.** The representations, warranties, covenants and indemnities of the Corporation and the Agents contained in this Agreement will survive the Closing.

**18. Indemnity.**

(a) The Corporation hereby agrees to indemnify and save harmless the Agents, their respective affiliates and their respective directors, officers, employees, partners, agents and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**"), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the services provided pursuant to this Agreement, whether performed before or after the Corporation's execution of the Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

(b) The indemnity in paragraph 18(a) shall not be available to any Indemnified Party in relation to any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation if they are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's breach of this Agreement, gross negligence, fraud or wilful misconduct.

(c) In the event and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that an Indemnified Party was grossly negligent, fraudulent or guilty of wilful misconduct in connection with a Claim in respect of which the Corporation has advanced funds to the Indemnified Party pursuant to the indemnity in paragraph 18(a), such Indemnified Party will reimburse such funds to the Corporation and thereafter the indemnity in paragraph 18(a) will not apply to such Indemnified Party in respect of such Claim. The Corporation agrees to waive any right the Corporation might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under the indemnity in paragraph 18(a).

(d) If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify will not relieve the Corporation of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Corporation of substantive rights or defences.

(e) No admission of liability and no settlement, compromise or termination of any Claim will be made without the Corporation's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld; provided, however, that no consent of an Indemnified Party will be required if the Corporation has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

(i) employment of such counsel has been authorized in writing by the Corporation;

(ii) the Corporation has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;

(iii) the named parties to any such claim include both the Corporation and the Indemnified Party and the Indemnified Party will have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Corporation and the Indemnified Party; or

(iv) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Corporation;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Corporation's account, provided that the Corporation shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties. The rights accorded to the Indemnified Parties hereunder will be in addition to any rights an Indemnified Party may have at common law or otherwise.

(f) If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless, the Corporation will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation or the Corporation's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Corporation will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by any Indemnified Parties hereunder.

(g) The Corporation hereby constitutes Haywood as trustee for each of the other Indemnified Parties of the Corporation's covenants under this indemnity with respect to such persons and Haywood agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

**19. Assignment and Selling Group Participation.**

(a) The Agents will not assign this Agreement or any of their rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agents have obtained the consent of the Corporation and notice has been given to and accepted by the Regulatory Authorities.

(b) The Agents may offer syndicate participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the commissions or warrants to be received by the Agents pursuant to this Agreement.

**20. Expenses.** The Corporation shall pay all reasonable expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Offered Units and the filing of the Offering Documents, the fees and expenses payable in connection with the distribution of the Offered Units, the fees and expenses of the Corporation's counsel and of local counsel to the Corporation, the fees and expenses of the auditors and the transfer agent for the Common Shares, the fees and expenses of the Warrant Agent, all costs incurred in connection with the preparation and printing of the Offering Documents and certificates representing the Offered Units, Corporate Finance Fee Shares and Broker Warrants, the miscellaneous fees and expenses of the Agents and the reasonable fees and disbursements of the Agents' counsel, whether or not the Offering is completed, capped at a maximum of $70,000 before taxes and disbursements. All fees and expenses incurred by the Agents or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agents and shall be payable whether or not the Offering is completed. At the option of the Agents, such fees and expenses may be deducted from the gross proceeds of the Offering otherwise payable to the Corporation at Closing.

**21. Advertisements.** The Corporation acknowledges that the Agents shall have the right, subject always to subparagraphs 4(a) and (c) of this Agreement, at their own expense, subject to the prior consent of the Corporation, such consent not to be unreasonably withheld, to place such advertisement or advertisements relating to the sale of the Offered Units contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Agents each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the provinces of Canada or any other jurisdiction in which the Offered Units shall be offered and sold being unavailable in respect of the sale of the Offered Units to prospective purchasers.

**22. Compliance with United States Securities Laws**.

(a) The Agents make the representations, warranties and covenants applicable to them in Schedule "C" hereto and agrees, on behalf of themselves and the applicable U.S. Affiliate, for the benefit of the Corporation, to comply with the U.S. selling restrictions imposed by the laws of the United States and set forth in Schedule "C" hereto, which forms part of this Agreement.

(b) The Corporation makes the representations, warranties and covenants applicable to it in Schedule "C" hereto.

(c) To deal with the possibility that the Offered Units may be offered and sold to persons that are, or are acting for the account or benefit of, purchasers in the United States, any such press release shall contain a legend in substantially the following form at the top of the first page: "NOT INTENDED FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES."; and any such press release shall also contain disclosure substantially in the following form in accordance with Rule 135e under the U.S. Securities Act:

"The securities referred to herein have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any U.S. state securities laws, and may not be offered or sold in the United States or to, or for the account or benefit of, persons within the United States absent registration or available exemptions from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. This news release shall not constitute an offer to sell or the solicitation of an offer to buy securities in the United States, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. 'United States' are as defined in Regulation S under the U.S. Securities Act."

**23. Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) If to the Corporation, to:

Element 29 Resources Inc.
Suite 1650 – 1066 West Hastings Street
Vancouver, BC V6E 3X1

E-mail: bbooth@e29copper.com
Attention: Brian Booth

With a copy (for information purposes only and not constituting notice) to:

Blake, Cassels & Graydon LLP
595 Burrard Street, Suite 2600
Vancouver, BC V7X 1L3

Fax: (604) 631-3330
E-mail: bob.wooder@blakes.com
Attention: Bob Wooder

(b) to the Agents, to:

Haywood Securities Inc.
200 Burrard Street, Suite 700
Vancouver, British Columbia V6C 3L6

E-mail: kcampbell@haywood.com
Attention: Kevin Campbell

With a copy (for information purposes only and not constituting notice) to:

DuMoulin Black LLP
10th Floor – 595 Howe Street
Vancouver, British Columbia V6C 2T5

Fax: (604) 687-1224
E-mail: dgunasekera@dumoulinblack.com
Attention: David Gunasekera

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being e-mailed or faxed and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address, e-mail or fax number.

**24. Time of the Essence.** Time shall, in all respects, be of the essence hereof.

**25. Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.

**26. Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

**27. Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

**28. Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

**29. Severability.** If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**30. Governing Law.** This Agreement is governed by the law of British Columbia and the laws of Canada applicable therein, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

**31. No Fiduciary Duty.** The Corporation hereby acknowledges that (i) the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Agents and any affiliate through which they may be acting, on the other, (ii) the Agents are acting as agents but not as fiduciaries of the Corporation and (iii) the Corporation's engagement of the Agents in connection with the Offering and the process leading up to the Offering is as agent and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Agents have advised or are currently advising the Corporation on related or other matters). The Agents have not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that the Agents have rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Agents owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

**32. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agents and their respective successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

**33. Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

**34. Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

**35. Counterparts.** This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or other means of electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

Yours very truly,

**HAYWOOD SECURITIES INC.**

Per: "Kevin Campbell"
Authorized Signing Officer

**BMO CAPITAL MARKETS CORP.**

Per: "Jamie Rogers"
Authorized Signing Officer

**CANACCORD GENUITY CORP.**

Per: "Earle McMaster."
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

**DATED** as of the 13 day of November, 2020.

**ELEMENT 29 RESOURCES INC.**

Per: "Duane Lo"
Authorized Signing Officer

**SCHEDULE "A"**
**FORM OF LOCK-UP AGREEMENT**

__________________, 2020

To: Haywood Securities Inc. ( "**Haywood**"), BMO Capital Markets Corp. and Canaccord Genuity Corp. (together with Haywood, the "**Agents**")

Re: Element 29 Resources Inc. (the "**Company**")

Ladies and Gentlemen:

1. The undersigned understands that the Agents have entered into an agency agreement dated November 13, 2020 (the "**Agency Agreement**") with the Company in respect of an initial public offering (the "**Offering**") of units of the Company.

2. Any capitalized terms used herein but not otherwise defined will have the meanings ascribed to them in the Agency Agreement.

3. In consideration of the benefit that the Offering will confer upon the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees not to directly or indirectly, offer, sell, assign, pledge, transfer, or otherwise dispose of any common shares of the Company ("**Shares**") (or securities convertible into Shares) owned, directly or indirectly, or under control or direction, or with respect to which the undersigned has beneficial ownership, on the date hereof or acquired after the date hereof (the "**Undersigned's Securities**"), in whole or in part, from the date hereof until the date which is 120 days following the Closing Date, without the prior written consent of Haywood, on behalf of the Agents, such consent not to be unreasonably withheld. Any references in this lock-up agreement to the Undersigned's Securities will also include any Shares received by the undersigned upon the exercise of the Undersigned's Securities.

4. Notwithstanding the foregoing, the undersigned may sell, transfer or otherwise dispose of the Undersigned's Securities without the prior written consent required by paragraph 3 above pursuant to: (i) the exercise of stock options or other similar issuances pursuant to any stock option plan or similar share compensation arrangements of the Company; (ii) the exercise of any convertible securities of the Company; (iii) a *bona fide* arm's length take-over bid or a similar acquisition transaction made generally to all holders of Common Shares; (iv) a sale, transfer, or other disposition to (a) a spouse, parent, child or grandchild of the undersigned (a "**Relation**"), (b) corporations, partnerships, limited liability companies or other entities, to the extent that such entities are wholly-owned by the undersigned, or (c) any trusts existing solely for the benefit of the undersigned and/or a Relation, solely to the extent that in clauses (a), (b) and (c), the recipient of the Undersigned's Securities executes an agreement stating that the transferee is receiving and holding such securities subject to the provisions of this lock-up agreement and there will be no further transfer of such securities except in accordance with this lock-up agreement; (v) a pledge of

the Undersigned's Securities to a bank or other financial institution for the purpose of giving collateral for a debt made in good faith, but solely to the extent that such bank or financial institution agrees in writing to be bound by the terms of this lock-up agreement and there will be no further transfer of such securities except in accordance with this lock-up agreement; or (vi) in order to satisfy a withholding tax obligation arising from a grant under the Company's stock option plan or share-based compensation plan.

5. The undersigned understands that the Company and the Agents are relying upon this lock-up agreement in proceeding toward consummation of the Offering. The undersigned further understands that this lock-up agreement is irrevocable and will be binding upon the undersigned's legal representatives, successors, and permitted assigns, and will enure to the benefit of the Company, the Agents and their respective legal representatives, successors and permitted assigns.

6. The undersigned hereby represents and warrants that he or she has full power and authority to enter into this lock-up agreement, and that he or she will do all such acts and take all such steps as reasonably required in order to fully perform and carry out the provisions of this lock-up agreement. All authority herein conferred will survive the death or incapacity of the undersigned.

7. This lock-up agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

8. This lock-up agreement may be executed by counterpart signatures (including counterparts by facsimile or other means of electronic transmission), each of which will constitute an original signature.

*[Remainder of page intentionally left blank.]*

Yours truly,

**NAME OF SECURITYHOLDER:**

________________________________________

________________________________________

**(Signature of Securityholder)**

Number and type of securities of the Company subject to this lock-up agreement:

________________________________________

________________________________________

________________________________________

*[Remainder of page intentionally left blank.]*

Haywood Securities Inc. hereby acknowledges this lock-up agreement this _____ day of _______________, 2020.

**HAYWOOD SECURITIES INC.**

Per: ___________________________________
Authorized Signing Officer

**SCHEDULE "B"**
**LIST OF SUBSIDIARIES**

| Name | Jurisdiction of Formation | Beneficial Equity/ Voting Ownership |
|---|---|---|
| Candelaria Resources S.A.C. | Peru | 100% |
| Elida Resources S.A.C. | Peru | 100% |
| Pahuay Resources S.A.C. | Peru | 100% |

**SCHEDULE "C"**
**COMPLIANCE WITH UNITED STATES SECURITIES LAWS**

As used in this Schedule "C", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agency Agreement to which this Schedule "C" is annexed and the following terms shall have the meanings indicated:

## 1. Definitions

For the purposes of this Schedule C, the following terms will have the meanings indicated:

(a) "**Accredited Investor**" means an "accredited investor" that satisfies one or more of the criteria set forth in Rule 501(a) of Regulation D;

(b) "**affiliate**" means "affiliate" as defined in Rule 405 under the U.S. Securities Act;

(c) "**Directed Selling Efforts**" means "directed selling efforts" as defined in Rule 902(c) of Regulation S;

(d) "**Foreign Issuer**" means "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

(e) "**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising," as those terms are used in Rule 502(c) of Regulation D including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, any broadcast over radio, television or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(f) "**Qualified Institutional Buyer**" means "qualified institutional buyer" as defined in Rule 144A of the U.S. Securities Act;

(g) "**Regulation D**" means Regulation D promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act;

(h) "**Regulation S**" means Regulation S promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act;

(i) "**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as defined in Rule 902(j) of Regulation S;

(j) "**U.S. Affiliate(s)**" means the United States registered broker-dealer affiliate(s) of the Agents;

(k) "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

(l) "**U.S. Placement Memorandum**" means the final U.S. private placement memorandum and subscription agreement describing the offering of the Securities to, or for the account or benefit of, persons in the United States pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, in a form reasonably satisfactory to the Agents and the U.S. Affiliate(s), to which will be attached the Final Prospectus; and

(m) "**U.S. Preliminary Placement Memorandum**" means the preliminary U.S. private placement memorandum and subscription agreement describing the offering of the Securities to, or for the account or benefit of, persons in the United States pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, in a form reasonably satisfactory to the Agents and the U.S. Affiliate(s), to which will be attached the Preliminary Prospectus.

**2. Matters Relating to the Corporation**

The Corporation represents, warrants and covenants, to and with the Agents, that:

(a) the Corporation is, and as of each date of the issuance of the Securities will be, a Foreign Issuer and reasonably believes there is, and as of the date of each issuance of the Securities there will be, no Substantial U.S. Market Interest with respect to any class of the Corporation's equity securities;

(b) none of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, the U.S. Affiliate(s), or any Selling Firm, as to whom the Corporation makes no representation, warranty or covenant), has engaged or will engage in any Directed Selling Efforts with respect to the Securities or has made or will make any offer to sell, solicitation of an offer to buy or sale of the Securities to, or for the benefit or account of, a person in the United States except through the Agents in the manner provided for in Section 3 of this Schedule "C";

(c) the Corporation is not, and will not be as a result of the sale of the Securities, registered or required to register as an "investment company" pursuant to the provisions of the United States Investment Company Act of 1940, as amended;

(d) none of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, the U.S. Affiliate(s), or any Selling Firm, as to whom the Corporation makes no representation, warranty or covenant) has engaged or will engage in:

   (i) any form of General Solicitation or General Advertising or any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with any offer or sale of the Securities to, or for the account or benefit of, persons in the United States, or

   (ii) any conduct in violation of Regulation M under the U.S. Exchange Act in connection with any offer or sale of the Securities;

(e) none of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, the U.S. Affiliate(s), or any Selling Firm, as to whom the Corporation makes no representation, warranty or covenant), has taken or will take any action that would cause either the exemption from registration under Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act for the offer and sale of the Securities to, or for the account or benefit of, persons in the United States or the exclusion from registration under Rule 903 of Regulation S for the offer and sale of the Securities to, or for the account or benefit of, persons outside the United States to be unavailable;

(f) none of the Corporation or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining that person for failure to comply with Rule 503 of Regulation D;

(g) the Corporation has not for a period beginning six months prior to the commencement of the offering of the Securities sold, offered for sale or solicited any offer to buy any of its securities and the Corporation will not for a period ending six months following the last Closing sell, offer for sale or solicit any offer to buy any of its securities, in a manner that would be integrated with the offer and sale of the Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of such securities to, or for the benefit or account of, persons in the United States;

(h) the Corporation will, within prescribed time periods, prepare and file any forms or notices required to be filed under the U.S. Securities Act or any applicable securities laws of any state of the United States in connection with the offer and sale of the Securities to, or for the benefit or account of, persons in the United States pursuant to this Schedule "C"; and

(i) as of the Closing Date, with respect to Securities offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), none of the Corporation, any of its predecessors, any affiliated issuer issuing Regulation D Securities, any director, executive officer or other officer of the Corporation participating in the offering of Regulation D Securities, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (but excluding any Dealer Covered Person (as defined below), as to whom no representation, warranty or covenant is made) (each, an "**Issuer Covered Person**" and, collectively, the "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. The Corporation has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. If applicable, the Corporation has complied with its disclosure obligations under Rule 506(e) under Regulation D, and has furnished to each Agent and its U.S. Affiliate(s) a copy of any disclosures provided thereunder.

**3. Matters Relating to the Agents**

Each Agent acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any applicable securities laws of any state of the United States, and the Securities may only be offered in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any applicable securities laws of any state of the United States. Accordingly, the Agents on behalf of themselves and their affiliates, including the U.S. Affiliate(s), represents, warrants and covenants, to and with the Corporation, that:

(a) except as provided in this Schedule "C" in relation to the offer of Securities to, or for the account or benefit of, persons in the United States, it and its affiliates, including the U.S. Affiliate, or any person acting on their behalf has not offered and will not offer any Securities as part of its distribution at any time, except (i) outside of the United States and to person not acting for the account or benefit of persons in the United States in "offshore transactions," as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S and (ii) in the United States as permitted by subparagraphs (b) through (m) below. Accordingly, neither the Agents, their affiliates, including the U.S. Affiliate(s), nor any person acting on their behalf:

(i) has made or will make any offer to sell or any solicitation of an offer to buy, any Securities to, or for the account or benefit of, any person in the United States;

(ii) has made or will make any sale of Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, and not purchasing for the account or benefit of a person in the United States, or the Agents, the Agents' affiliates, including the U.S. Affiliate(s), or person acting on its or their behalf reasonably believed that such purchaser was outside the United States, and not purchasing for the account or benefit of a person in the United States; or

(iii) has engaged or will engage in any Directed Selling Efforts with respect to the Securities;

(b) neither the Agents, their affiliates, including the U.S. Affiliate(s), or any person acting on its or their behalf has engaged or will engage in:

(i) any form of General Solicitation or General Advertising or any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with its offers of the Securities to, or for the account of or benefit of, persons in the United States;

(ii) any conduct in violation of Regulation M under the U.S. Exchange Act in connection with its offers of the Securities; or

(iii) any action that would cause the exemption from registration afforded by Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of the Securities to, or for the account or benefit of, persons in the United States or the exclusion from registration afforded by Regulation S to be unavailable for offers and sales of the Securities to, or the account or benefit of, persons outside the United States;

(c) all offers of the Securities to, or for the account or benefit of, persons in the United States have been or will be effected through its U.S. Affiliate, which on the dates of all such offers and subsequent sales by the Corporation was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable securities and broker-dealer laws of any state of the United States (except where exempted from the respective state's broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc., in accordance with all applicable United States federal and state securities laws (including applicable broker-dealer laws);

(d) it agrees to deliver, through its U.S. Affiliate (as applicable):

(i) a copy of the U.S. Preliminary Placement Memorandum or the U.S. Placement Memorandum (if then available) to each person in the United States, or each person acting for the account or benefit of a person in the United States to whom it offers to sell or from whom it solicits any offer to buy the Securities; and

(ii) prior to the time of sale by the Corporation, a copy of the U.S. Placement Memorandum to each person in the United States, each person acting for the account or benefit of a person in the United States purchasing Securities from the Corporation;

(e) any offer or solicitation of an offer to buy Securities that has been made or will be made to, or for the account or benefit of, a person in the United States was or will be made only by the Agents through their U.S. Affiliate(s) for sale by the Corporation in compliance with Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act, to a person it reasonably believes and does believe to be an Accredited Investor and/or a Qualified Institutional Buyer with whom the Agents or their U.S. Affiliate(s) has a pre-existing business relationship who is acquiring the Securities for its own account or for the account or benefit of an Accredited Investor and/or a Qualified Institutional Buyer with respect to which it exercises sole investment discretion, and in transactions that are exempt from registration under and in compliance with any applicable securities laws of any state of the United States;

(f) all purchasers of the Securities who are buying such Securities pursuant to Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act shall be informed that such Securities have not been and will not be registered under the U.S. Securities Act or any applicable securities laws of any state of the United States and are being offered and sold to such purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and Section 4(a)(2) of the U.S. Securities Act and similar exemptions under any applicable securities laws of any state of the United States;

(g) immediately prior to soliciting offerees in the United States, that are acting for the account or benefit of persons in the United States, and at the time of sale by the Corporation to any such persons, the Agents, their U.S. Affiliate(s) and any person acting on its or their behalf will have reasonable grounds to believe and will believe that each such offeree was and is an Accredited Investor and/or a Qualified Institutional Buyer;

(h) prior to completion of any sale of Securities in the United States or to, or for the account or benefit of, a person in the United States, the Agents will cause each purchaser in the United States, each purchaser offered such Securities in the United States, and each purchaser that is purchasing for the account or benefit of a person in the United States to complete and deliver (i) a U.S. Non-QIB Purchaser's Letter for Accredited Investors (Exhibit B), each in the form attached to the U.S. Placement Memorandum, and, (ii) if any such purchaser is a Qualified Institutional Buyer who wishes to have their Securities registered in the depository service of CDS Clearing and Depository Services Inc., a U.S. QIB Purchaser's Letter (Exhibit A) in the form attached to the U.S. Placement Memorandum;

(i) prior to the Closing Date, the Agents will provide the Corporation with a list of all purchasers of the Securities in the United States, all purchasers who were offered such Securities in the United States, and all purchasers purchasing for the account or benefit of persons in the United States and the registration instructions for each such purchaser (it being understood that such Securities sold to such purchaser may be individually certificated);

(j) at the Closing, the Agents, together with their U.S. Affiliate(s), offering Securities in the United States or to, or for the account or benefit of, persons in the United States, will provide a certificate, substantially in the form of Exhibit 1 to this Schedule "C" relating to the manner of the offer of such Securities in the United States and to, or for the account or benefit of, persons in the United States or they will be deemed to have represented and warranted to the Corporation that they did not offer such Securities in the United States or to, or for the account or benefit of, persons in the United States;

(k) the Agents have not and will not enter into any other contractual arrangement for the offer and sale of the Securities to, or for the account or benefit of, persons in the United States except with their U.S. Affiliate(s), any Selling Firms or with the prior written consent of the Corporation;

(l) it shall require its U.S. Affiliate and each Selling Firm to agree in writing, for the benefit of the Corporation, to comply with, and shall use commercially reasonable efforts to ensure that its U.S. Affiliate and each Selling Firm complies with, the provisions of this Schedule "C" as if such provisions applied to such party; and

(m) as of the Closing Date, with respect to the Regulation D Securities, none of it, its U.S. Affiliate, or any of its or its U.S. Affiliate's directors, executive officers, general partners, managing members or other officers participating in the offering of Regulation D Securities, the Agents' or their U.S. Affiliates' general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities, or any other person associated with any of the above persons that has been or will be paid, directly or indirectly, remuneration for solicitation of purchasers of Regulation D Securities pursuant to Rule 506(b) of Regulation D (each, a "**Dealer Covered Person**" and, together, "**Dealer Covered Persons**"), is subject to any Disqualification Event (as defined above in Section 2(i) to this Schedule "C") except for a Disqualification Event (i) covered by Rule 506(d)(2)(i) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof or, in the case of a Disqualification Event occurring after the date hereof, prior to the Closing Date. As of the Closing Date, the Agents represents that they are not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

**4. General**

The representations and warranties set forth in this Schedule "C" are made as of the date of this Agreement and as of the Closing Date.

**EXHIBIT 1 TO SCHEDULE "C"**
**AGENTS' CERTIFICATE**

In connection with the private placement to, or for the account or benefit of, persons in the United States of the securities of Element 29 Resources Inc. (the "**Corporation**") pursuant to the agency agreement dated November 13, 2020 between the Corporation and the Agents named therein (the "**Agency Agreement**"), the undersigned do hereby certify in connection with the offer of such securities by them as follows:

(a) the Securities have been offered in the United States only by the U.S. Affiliate, which is and was at the time of all offers of such securities duly registered as a broker-dealer under Section 15(b) of the U.S. Exchange Act, duly registered as a broker-dealer under the laws of each state of the United States where it made any offers of such Securities (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. All offers of Securities to, or for the account or benefit of persons in the United States have been and will be effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

(b) each offeree of Securities in the United States, or who is acting for the account or benefit of a person in the United States was provided with a copy of the U.S. Preliminary Placement Memorandum or (if then available) a copy of the U.S. Placement Memorandum, and each purchaser of Securities in the United States, who purchased for the account or benefit of a person in the United States was provided with a copy of the U.S. Placement Memorandum prior to its purchase of such securities from the Corporation, and no other written material has been used by us in connection with the offering of such Securities to, or for that account or benefit of, a person in the United States;

(c) immediately prior to our transmitting such U.S. Preliminary Placement Memorandum and/or U.S. Placement Memorandum to offerees in the United States, or that were acting for the account or benefit of persons in the United States, we had reasonable grounds to believe and did believe that each offeree was, and we continue to believe that each such offeree in the United States, that is purchasing for the account or benefit of a person in the United States purchasing such Securities from the Corporation is an Accredited Investor and/or a Qualified Institutional Buyer;

(d) no form of General Solicitation, General Advertising or Directed Selling Efforts was used by us in connection with the offer of the Securities to, or for the account or benefit of, persons in the United States nor have we solicited offers for or offered to sell the Securities by any means involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(e) we have caused (i) each purchaser of Securities in the United States, (ii) each purchaser of Securities offered such Securities in the United States, and (iii) each purchaser purchasing for the account or benefit of a person in the United States, to complete, sign and deliver, prior to any sale by the Corporation of such Securities, (A) a U.S. Non-QIB Purchaser's Letter for Accredited Investors (Exhibit B) in the form attached to the U.S. Placement Memorandum, and (B) if any such purchaser is a Qualified Institutional Buyer who wishes to have their Securities registered in the depository service of CDS Clearing and Depository Services Inc., a U.S. QIB Purchaser's Letter (Exhibit A), each in the form attached to the U.S. Placement Memorandum;

(f) neither we nor any of our affiliates have taken or will take any action which would constitute a violation of Regulation M of the U.S. Exchange Act in connection with the offer or sale of the Securities; and

(g) the offer of the Securities has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule "C" thereto.

DATED this _____ day of ________________, 2020.

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| ● | ● |
| By: ______________________________ | By: ______________________________ |
| Name: | Name: |
| Title | Title |