

# **STRIKEPOINT GOLD INC.**

(the “Company”)

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Vancouver, BC, V6E 2E9

Telephone: (604) 684-6264

## **INFORMATION CIRCULAR**

as at June 29, 2022

**This Information Circular is furnished in connection with the solicitation of proxies by the management of StrikePoint Gold Inc. (the “Company”) for use at the annual general and special meeting (the “Meeting”) of its shareholders to be held on August 8, 2022 at the time and place and for the purposes set forth in the accompanying notice of the Meeting.**

In this Information Circular, references to the “Company”, “we” and “our” refer to StrikePoint Gold Inc. “Common Shares” means common shares without par value in the capital of the Company. “Beneficial Shareholders” means shareholders who do not hold Common Shares in their own name and “intermediaries” refers to brokers, investment firms, clearing houses and similar entities that own

### **GENERAL PROXY INFORMATION**

#### **Solicitation of Proxies**

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Common Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

#### **Appointment of Proxyholders**

The individuals named in the accompanying form of proxy (the “**Proxy**”) are officers of the Company. If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or Corporation other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.

#### **Voting by Proxyholder**

The persons named in the Proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

- (i) each matter or group of matters identified therein for which a choice is not specified,
- (ii) any amendment to or variation of any matter identified therein, and
- (iii) any other matter that properly comes before the Meeting.

**In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter.** Management is not currently aware of any other matter that could come before the Meeting.

## Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a proxy may do so by:

- (i) completing, dating and signing the enclosed form of proxy and returning it to the Company's transfer agent, Computershare Investor Services Inc. ("Computershare"), by fax within North America at 1-866-249-7775, or from outside North America at (416) 263-9524, or by mail or hand delivery at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1;
- (ii) using a touch-tone phone to transmit voting choices to the toll free number given in the proxy. Registered Shareholders who choose this option must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll free number, the holder's account number and the proxy access number; or
- (iii) using the internet through the website of Computershare at [www.computershare.com/ca/proxy](http://www.computershare.com/ca/proxy). Registered Shareholders who choose this option must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the proxy access number;

in all cases ensuring that the proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the proxy is to be used.

## Beneficial Shareholders

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

If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in the shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of the shareholder's broker or an agent of that broker. In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

### *If you are a Beneficial Shareholder:*

You should carefully follow the instructions of your broker or intermediary in order to ensure that your Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the Proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in the United States and in Canada. Broadridge mails a voting instruction form in lieu of a Proxy provided by the Company. The voting instruction form will name the same persons as the Company's Proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a shareholder of the

Company), other than the persons designated in the voting instruction form, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **If you receive a voting instruction form from Broadridge, you cannot use it to vote Common Shares directly at the Meeting - the voting instruction form must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have the Common Shares voted.**

Although as a Beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your broker, you, or a person designated by you, may attend at the Meeting as proxyholder for your broker and vote your Common Shares in that capacity. If you wish to attend at the Meeting and indirectly vote your Common Shares as proxyholder for your broker, or have a person designated by you do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the voting instruction form provided to you and return the same to your broker in accordance with the instructions provided by such broker, well in advance of the Meeting.

Alternatively, you can request in writing that your broker send you a legal proxy which would enable you, or a person designated by you, to attend at the Meeting and vote your Common Shares.

#### **Revocation of Proxies**

In addition to revocation in any other manner permitted by law, a shareholder who has given a proxy may revoke it by:

- (i) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to **Computershare or at the Company's office, Suite 300, 1055 West Hastings Street, Vancouver, BC, V6E 2E9**, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law, or
- (ii) personally attending the Meeting and voting the registered shareholder's Common Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

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

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

#### **RECORD DATE AND QUORUM**

The board of directors (the "**Board**") of the Company have fixed the record date for the Meeting at the close of business on June 29, 2022 (the "**Record Date**"). Shareholders of the Company of record as at the Record Date are

entitled to receive notice of the Meeting and to vote those shares included in the list of shareholders entitled to vote at the Meeting prepared as at the Record Date, except to the extent that any such shareholder transfers any shares after the Record Date and the transferee of those shares establishes that the transferee owns the shares and demands, not less than ten days before the Meeting, that the transferee's name be included in the list of shareholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such shares at the Meeting.

Under the Company's current Articles the quorum for the transaction of business at the Meeting consists of two persons who are, or represent by proxy, entitled to vote at the Meeting.

### VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Common Shares. As of June 29, 2022, there were 207,346,886 Common Shares issued and outstanding, each carrying the right to one vote. Common Shares of the Company are listed on the TSX Venture Exchange (the "TSXV") under the trading symbol "SKP".

As at June 29, 2022, to the knowledge of the directors and senior officers of the Company, and based on the Company's review of the records maintained by Computershare, electronic filings with System for Electronic Document Analysis and Retrieval (SEDAR) and insider reports filed with System for Electronic Disclosure by Insiders (SEDI), the following person owns, directly or indirectly, or exercises control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company:

Name	Number of Voting Securities	Percentage
2176423 Ontario Ltd. <sup>1</sup>	29,842,000	14.39%

**Notes:**

1. Eric Sprott has control or direction over 2176423 Ontario Ltd.

### STATEMENT OF EXECUTIVE COMPENSATION

For the purpose of this information circular:

"CEO" of the Company means an individual who acted as Chief Executive Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"CFO" of the Company means an individual who acted as Chief Financial Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"Executive Officer" of an entity means an individual who is:

- (a) the chair of the Company, if any;
- (b) the vice-chair of the Company, if any;
- (c) the president of the Company;
- (d) a vice-president of the Company in charge of a principal business unit, division or function including sales, finance or production;
- (e) an officer of the Company (or subsidiary, if any) who performs a policy-making function in respect of the Company; or
- (f) any other individual who performs a policy-making function in respect of the Company;

“Named Executive Officers or NEOs” means:

- (a) the CEO of the Company;
- (b) the CFO of the Company;
- (c) each of the Company’s three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000;
- (d) any additional individuals for whom disclosure would have been provided under paragraph (i) above except that the individual was not serving as an executive officer of the Company, nor in a similar capacity, as at the end of the most recently completed financial year end.

As of December 31, 2021, the Company had two “Named Executive Officers”, namely Shawn Khunkhun, CEO and Mark Gelmon, CFO.

### Director and Named Executive Officer Compensation

The following table (presented in accordance with National Instrument Form 51-102F6V, is a summary compensation (excluding compensation securities) paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, to the directors and NEOs for each of the Company’s two most recently completed financial years December 31, 2021 and December 31, 2020.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Shawn Khunkhun President, CEO and Director	2021	230,000	Nil	Nil	Nil	Nil	230,000
	2020	140,000	50,000	Nil	Nil	Nil	190,000
Mark Gelmon, CFO <sup>(2)</sup>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Adrian Fleming, Director	2021	36,000	Nil	Nil	Nil	Nil	36,000
	2020	36,000	Nil	Nil	Nil	Nil	36,000
Ian Harris, Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Darryl Jones, Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	19,998	Nil	Nil	Nil	Nil	19,998
Carol Li, Director <sup>(3)</sup>	2021	3,000	Nil	Nil	Nil	Nil	3,000
	2020	3,000	Nil	Nil	Nil	Nil	3,000

**Notes:**

1. The value of perquisites and benefits, if any, for each Named Executive Officer was less than the lesser of \$50,000 and 10% of the total annual salary and bonus.
2. Mark Gelmon was appointed Chief Financial Officer of the Company’s December 1, 2015. Mr. Gelmon does not receive any compensation directly from the Company. All compensation paid by the Company in connection with the services of Mr. Gelmon is paid to iO Corporate Services Ltd., a Corporation which provides secretarial and accounting services.
3. On August 31, 2021, Carol Li tendered her resignation as Director of the Company.

### External Management Companies.

None of the NEOs or directors of the Company have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly, other than Mark Gelmon, Chief Financial Officer (for further information, refer to “Employment, Consulting and Management Agreements” below).

### Stock Options and Other Compensation Securities

The table below sets out all compensation securities granted or issued to each NEO and director of the Company in the financial year ended December 31, 2021 for services provided or to be provided to the Company:

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant <sup>(1)</sup>	Closing price of security or underlying security at year end (\$)	Expiry date
Shawn Khunkhun	Stock Options	2,200,000	June 7, 2021	\$0.25	\$0.24	\$0.135	June 6, 2026
Adrian Fleming	Stock Options	300,000	June 7, 2021	\$0.25	\$0.24	\$0.135	June 6, 2026
Ian Harris	Stock Options	200,000	June 7, 2021	\$0.25	\$0.24	\$0.135	June 6, 2026
Darryl Jones	Stock Options	200,000	June 7, 2021	\$0.25	\$0.24	\$0.135	June 6, 2026
Carol Li <sup>(2)</sup>	Stock Options	200,000	June 7, 2021	\$0.25	\$0.24	\$0.135	June 6, 2026
Mark Gelmon	Stock Options	200,000	June ,7 2021	\$0.25	\$0.24	\$0.135	June 6, 2026

**Notes:**

1. based on Market Price as that term is defined in the policies of the TSX venture Exchange.
2. Ms. Li’s stock options were cancelled on November 29, 2021 due to her cessation as a Director of the Company.

The following table discloses the total amount of compensation securities held by the NEOs and directors as at the Company’s financial year ended December 31, 2021.

Name and Position	Number of Options	Vesting Provisions
Shawn Khunkhun, President, CEO and Director	5,500,000	n/a
Mark Gelmon, Chief Financial Officer	625,000	n/a
Adrian Fleming, Director	1,500,000	n/a
Ian Harris, Director	1,025,000	n/a
Darryl Jones, Director and Former VP of Business	1,025,000	n/a

**Notes:**

Other than any vesting restrictions noted above, there are no restrictions or conditions for converting, exercising or exchanging the compensation securities.

## **Exercise of Compensation Securities by NEO's**

No compensation securities were exercised by the NEO's or directors for the year ended December 31, 2021

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

The Company's current Stock Option Plan (the "Stock Option Plan") has been established in accordance with the policies of the TSXV. The maximum aggregate number of Common Shares reserved for issuance pursuant to the exercise of stock options under the Stock Option Plan shall not be greater than 20,713,950 or such other number as may be approved by the Exchange and the disinterested shareholders of the Company from time to time (the "Stock Option Plan"). The Company has no other Security Based Compensation Plan other than Stock Option Plan.

The Stock Option Plan was established to provide incentive to employees, directors, officers, management companies and consultants who provide services to the Company. The intention of management in proposing the Stock Option plans was and is to increase the proprietary interest of such persons in the Company and thereby aid the Company in attracting, retaining and encouraging the continued involvement of such persons with the Company. The plan is administered by the Company's board who has the authority to grant options to directors, officers, employees and consultants. At the time an option is granted, the board will determine the terms of the option, including the exercise price and any vesting provisions, providing the same are in accordance with the TSXV policies.

Pursuant to the policies of the TSXV, a stock option plan must be approved and ratified annually by the Shareholders.

The following information is intended as a brief description of the Stock Option Plan:

1. The aggregate maximum number of options which may be granted under the Stock Option Plan, together with all other security based compensation, at any one time shall not be greater than 20,713,950, or such other number as may be approved by the Exchange and the disinterested shareholders of the Company from time to time.
2. The term of any options granted under the Plan will be fixed by the board of directors at the time such options are granted, provided that options will not be permitted to exceed a term of ten years. Notwithstanding anything to the contrary in the Stock Option Plan, if the date on which an option expires occurs during a trading black-out period imposed by the Corporation, then the expiry date of such option shall be the date (a "Black-Out Option Expiry Date") that is 10 business days following the date of expiry of the trading black-out period. If a new trading black-out is imposed prior to the Black-Out Option Expiry Date, the BlackOut Option Expiry Date shall be the date that is 10 business days following the expiry of the new trading black-out period.
3. The exercise price of any options granted under the Stock Option Plan will be determined by the board of directors, in its sole discretion, but shall not be less than the closing price of the Company's common shares on the day preceding the day on which the directors grant such options, less any discount permitted by the TSXV, or such other price as may be required or permitted by the TSXV.
4. The board of directors may, from time to time in its sole discretion, attach restrictions relating to the exercise of an option, including vesting provisions save and except any options granted to consultants performing investor relations activities must include a vesting schedule whereby the options must vest in stages over at least twelve months with not more than one-quarter vesting in any three month period. No vesting period imposed on Options granted to persons performing Investor Relation Activities can be accelerated without the prior written approval of the Exchange.

5. All options are non-assignable and non-transferrable.
6. No more than (i) 5% of the issued common shares may be granted to any one individual in any 12 month period; unless disinterested shareholder approval is obtained and (ii) no more than 2% of the issued common shares may be granted to a consultant, or an employee performing investor relations activities, in any 12 month period.
7. If the option holder ceases to be a director of the Company (other than by reason of death), then the option granted shall expire on no later than the 90th day following the date that the option holder ceases to be a director of the Company, subject to the terms and conditions set out in the Plan. If the option holder ceases to be an Employee or Consultant of the Company (other than by reason of death), then the option granted shall expire on the 30<sup>th</sup> day following the date the option holder ceases to be an Employee or Consultant. If the option holder is a Consultant or Employee engaged in performing investor relations activities and ceases to be an Employee or Consultant of the Company (other than by reason of death), then the option granted shall expire on the day the option holder ceases to be a Consultant or Employee.
8. Disinterested shareholder approval must be obtained for (i) any reduction in the exercise price of an outstanding option, if the option holder is an insider; (ii) any grant of options to insiders, within a 12 month period, exceeding 10% of the Company's issued common shares; and (iii) any grant of options to any one individual, within a 12 month period, exceeding 5% of the Company's issued common shares.
9. Options will be reclassified in the event of any consolidation, subdivision, conversion or exchange of the Company's common shares.

A copy of the Stock Option Plan is available on request and will be available for review at the Meeting.

#### **Employment, consulting and management agreements**

Except as described below, the Company does not have any contracts, agreements, plans or arrangements that provides for payments to a director or NEO at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in an NEO's responsibilities:

The Company has an arrangement with iO Corporate Services Ltd. ("iO Corporate") whereby iO Corporate performs management and administrative services at a rate of \$10,000 per month. The services provided by iO Corporate include those services performed by Mark Gelmon, Chief Financial Officer of the Company, and Marion McGrath, Corporate Secretary of the Company. Mark Gelmon and Marion McGrath are both employees of iO Corporate and iO Corporate is owned and controlled by Marion McGrath.

#### **Oversight and Description of Director and Named Executive Officer Compensation**

Upon recommendations received by the Company's Compensation Committee, the Board of Directors considers and determines all compensation matters for the NEO's and directors. The objective of the Company's compensation arrangements is to compensate the executive officers for their services to the Company at a level that is both in line with the Company's fiscal resources and competitive with companies at a similar stage of development.

The Company compensates its executive officers based on their skill, qualifications, experience level, level of responsibility involved in their position, the existing stage of development of the Company, the Company's resources, industry practice and regulatory guidelines regarding executive compensation levels.

At this time, the Company does not have a formal compensation program with specific performance goals or similar conditions.

Executive compensation is based upon the need to provide a compensation package that will allow the Company to attract and retain qualified and experienced executives, balanced with a pay-for-performance philosophy. The stock option plan will continue to be used to provide share-purchase options to executives. The share-purchase options are granted in consideration of the level of responsibility of the executive as well as his or her impact to the longer-term operating performance of the Company. In determining the number of options to be granted to the executive officers, the Board takes into account the number of options, if any, previously granted to each executive officer and the exercise price of any outstanding options to ensure that such grants are in accordance with the policies of the TSX Venture Exchange, and closely align the interests of the executive officers with the interests of the Company's shareholders.

### **Pension Disclosure**

The Company does not have any pension or retirement plan which is applicable to the NEOs or directors. The Company has not provided compensation, monetary or otherwise, to any person who now or previously has acted as an NEO of the Company, in connection with or related to the retirement, termination or resignation of such person, and the Company has provided no compensation to any such person as a result of a change of control of the Company.

### **Securities Authorized For Issuance under Equity Compensation Plans**

The following table sets out equity compensation plan information as at the end of the financial year ended December 31, 2021:

#### ***Equity Compensation Plan Information***

	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</b>
<b>Plan Category</b>	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
Equity compensation plans approved by securityholders - (the Option Plan)	17,950,000	\$0.22	2,763,950
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
<b>Total</b>	<b>17,950,000</b>	<b>\$0.22</b>	<b>2,763,950</b>

### **INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND SENIOR OFFICERS**

No person who is or at any time during the most recently completed financial year was a director, executive officer or senior officer of the Company, no proposed nominee for election as a director of the Company, and no associate of any of the foregoing persons has been indebted to the Company at any time since the commencement of the Company's last completed financial year. No guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by the Company at any time since the beginning of the most recently completed financial year with respect to any indebtedness of any such person.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as previously disclosed in this Information Circular, to the knowledge of management of the Company, no informed person (a director, officer or holder of 10% or more of the Common Shares) or nominee for election as a director of the Company or any associate or affiliate of any informed person or proposed director had any interest in any transaction which has materially affected or would materially affect the Company or any of its subsidiaries during the most recently completed financial year end, or has any interest in any material transaction in the current year.

The directors and officers of the Company have an interest in the resolutions concerning the election of directors and stock options. Otherwise no director or senior officer of the Company or any associate of the foregoing has any substantial interest, direct or indirect, by way of beneficial ownership of shares or otherwise in the matters to be acted upon at the Meeting, except for any interest arising from the ownership of shares of the Company where the shareholder will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of shares in the capital of the Company.

## STATEMENT OF CORPORATE GOVERNANCE

### Corporate Governance

Corporate governance relates to the activities of the Board of Directors (the “**Board**”), the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices. The Board is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making.

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), the Company is required to disclose its corporate governance practices, as summarized below. The Board of Directors will continue to monitor such practices on an ongoing basis and, when necessary, implement such additional practices as it deems appropriate.

### Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A “material relationship” is a relationship which could, in the view of the Company’s board of directors, be reasonably expected to interfere with the exercise of a director’s independent judgment.

The Company’s Board facilitates its exercise of independent judgement in carrying out its responsibilities by carefully examining issues and consulting with outside counsel and other advisors in appropriate circumstances. The Company’s Board requires management to provide complete and accurate information with respect to the Company’s activities and to provide relevant information concerning the industry in which the Company operates in order to identify and manage risks. The Company’s Board is responsible for monitoring the Company’s officers, who in turn are responsible for the maintenance of internal controls and management information systems.

Currently, the Company’s board has three independent members, being Ian Harris, Adrian Fleming and Darryl Jones. The non-independent member is Shawn Khunkhun, CEO.

### Directorships

The following table sets forth the directors of the Company who currently hold directorships in other reporting issuers:

Name of Director	Other Issuer
Shawn Khunkhun	Dolly Varden Silver Corp.
Darryl Jones	Alpha Lithium, Corporation
Ian Harris	Libero Copper & Gold Corporation Emperor Metals Inc. Gladiator Metals Corp. (formerly Cairo Resources Inc.) Universal Copper Ltd. (formerly Tasca Resources Ltd.)
Adrian Fleming	Precipitate Gold Corp. Genesis Metals Corp. (formerly Entourage Metals Ltd.) Reunion Gold Corporation

### Orientation and Continuing Education

Each new director is given an outline of the nature of the Company's business, its corporate strategy and current issues within the Company. New directors are also required to meet with management of the Company to discuss and better understand the Company's business and are given the opportunity to meet with counsel to the Company to discuss their legal obligations as director of the Company.

In addition, management of the Company takes steps to ensure that its directors and officers are continually updated as to the latest corporate and securities policies which may affect the directors, officers and committee members of the Company as a whole. The Company continually reviews the latest securities rules and policies and is on the mailing list of the TSX Venture Exchange (the "TSXV") to receive updates to any of those policies. Any such changes or new requirements are then brought to the attention of the Company's directors either by way of director or committee meetings or by direct communications from management to the directors.

### Ethical Business Conduct

The Company's Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual directors' participation in decisions of the board in which the director has an interest have been sufficient to ensure that the board operates independently of management and in the best interests of the Company. Further, the Company's auditor has full and unrestricted access to the Audit Committee at all times to discuss the audit of the Company's financial statements and any related findings as to the integrity of the financial reporting process.

### Nomination of Directors

The Company's Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

The Company's Board does not have a nominating committee, and these functions are currently performed by the Company's Board as a whole. However, if there is a change in the number of directors required by the Company, this policy will be reviewed.

### Compensation

The Compensation Committee is comprised of Ian Harris (Chair), Arian Fleming and Darryl Jones, all of whom have been determined by the Board to be independent under NI 58-101. The Compensation Committee assists the Board in fulfilling its oversight responsibilities with respect to each of the areas discussed below

As discussed above, responsibility for matters relating to the overall compensation philosophy and guidelines for the directors and officers of the Company lies with the Compensation Committee. The Compensation Committee annually reviews and recommends to the Board, the adequacy and form of compensation of the directors of the Company in light of the responsibilities and risks involved in being such a director. The Compensation Committee is also responsible for annually evaluating the performance of the Chief Executive Officer of the Company and recommending to the Board his or her annual compensation package.

### Other Board Committees

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

### Assessments

The Company's Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees.

### Diversity on the Board of Directors and among Executive Officers

The Company does not currently have a formal diversity policy in place regarding gender representation on the Board or in executive officer positions. The Company believes in retaining the most qualified candidate for any position irrespective of gender, and recruitment efforts will continue to be governed by the principles set forth below.

The Company does not discriminate on the basis of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability, or any other prohibited grounds of discrimination set forth in applicable federal or provincial law or guidelines. Directors, officers, contractors, consultants and employees are retained on the basis of their background, skills, relevant experience, education and potential to contribute to the success of the Company. In addition, candidates for Board membership are evaluated based upon their independence, qualifications to act as directors and other qualities which the board as a whole feels are appropriate to assist it in operating in an effective manner, with due regard for the benefits of diversity. Taken together, these diverse skills and backgrounds help to create a business environment that encourages a range of perspectives and fosters excellence in corporate governance, including the creation of shareholder value. Candidates for Board membership who are selected for nomination by the Board (or any committee of the Board established for such purpose from time to time) based on the foregoing criteria will be presented to shareholders for consideration without discrimination.

### **Audit Committee Disclosure**

Pursuant to section 224(1) of the *British Columbia Business Corporations Act*, the policies of the TSXV and National Instrument 52-110 *Audit Committees* (“**NI 52-110**”), the Company is required to have an Audit Committee comprised of not less than three directors, a majority of whom are not officers, control persons or employees of the Company or an affiliate of the Company. NI 52-110 requires the Company, as a venture issuer, to disclose annually in its information circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor. The Audit Committee Charter is attached to the Information Circular for the March 19, 2014 annual general and special meeting and filed on [www.sedar.com](http://www.sedar.com) on May 7, 2014.

### Composition of the Audit Committee

The following are the members of the Committee:

Shawn Khunkhun	Non-Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>
Ian Harris	Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>
Adrian Fleming	Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>

1. As defined in NI 52-110.

### Relevant Education and Experience

**Shawn Khunkhun** has over 15 years of experience in the capital markets, mineral exploration and development sector with a focus on enhancing shareholder value. He has served in a variety of strategic roles including investor relations, corporate development, chief executive officer and director. Mr. Khunkhun has been instrumental in creating a new awareness for undervalued companies including grass roots explorers, developers and producers. Mr. Khunkhun's experience in incubating and growing early stage companies through capital raises, acquisitions, joint ventures and spinouts, and his long-standing relationships with an extensive global network of high-net-worth investors, private equity and institutional investors, analysts, brokers, and investment bankers have been a valuable asset to growing mineral exploration companies.

**Ian Harris** is a mining engineer with over 20 years of mining experience. He was most recently senior vice-president and country manager of Corriente Resources in Ecuador, and was directly involved in the operations and negotiations that led to the sale of Corriente for \$690-million USD. Mr. Harris brings a strong background of project management, strategic management and technical skills to the board of StrikePoint.

**Adrian Fleming** is a professional geologist with over 40 years of technical and executive experience with exploration and development stage mining companies. He was the co-founder and president of Underworld Resources from 2006-2010. In 2007, Mr. Fleming, together with colleague Rob McLeod, acquired a Shawn Ryan project with interesting soil geochemistry results. Mr Fleming led the team which made the discovery and defined the maiden resource of the million-ounce White Gold deposit, located in the White Gold district, Yukon. The project was subsequently acquired by Kinross in 2010 for \$138M. Mr Fleming was a founding Director of Northern Empire Resources which was acquired in 2018 by Coeur Mining for \$117M. Mr. Fleming was also involved with gold discoveries and/or developments at Porgera in PNG, Big Bell in Western Australia, Gross Rosebel in Suriname and Hope Bay in Nunavut.

### Audit Committee Oversight

At no time since the commencement of the Company's most recent completed financial year was a recommendation of the Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

### Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

External Auditor Service Fees (By Category)

Aggregate fees paid to the Auditor during the financial years ended December 31, 2021 and 2020 were as follows:

Financial Year Ended	Audit Fees	Audit Related Fees <sup>1</sup>	Tax Fees <sup>2</sup>	All Other Fees <sup>3</sup>
2021	\$30,366	\$Nil	\$3,500	\$Nil
2020	\$21,256	\$Nil	\$3,250	\$Nil

**Notes:**

1. Fees charged for assurance and related services reasonably related to the performance of an audit, and not included under "Audit Fees".
2. Fees charged (or estimated charges) for tax compliance, tax advice and tax planning services.
3. Fees for services other than disclosed in any other column.

**PARTICULARS OF MATTERS TO BE ACTED UPON**

**A. Financial Statements**

The shareholders will receive and consider the audited financial statements of the Company for the fiscal year ended December 31, 2021 together with the auditor's report thereon. A copy of the financial statements is available for review on [www.sedar.com](http://www.sedar.com).

**B. Election of Directors**

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is earlier vacated in accordance with the provisions of the *British Columbia Business Corporations Act*, each director elected will hold office until the conclusion of the next annual general meeting of the Company.

Management is proposing to fix the number for which positions exist on the Company's board at four (4).

The following table sets out the names of management's nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five preceding years for new director nominees, the period of time during which each has been a director of the Company and the number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the date of this Information Circular.

Name of Nominee, Current Position with Company, Province and Country of Residence	Principal Occupation	Period From Which Nominee Has Been Director	Number of Approximate Voting Securities <sup>(1)</sup>
<b>Shawn Khunkhun<sup>(4)</sup></b> President; Chief Executive Officer, and Director British Columbia, Canada	Shawn Khunkhun has over 15 years of experience in the capital markets and mineral exploration and development sector. As President and CEO, Mr. Khunkhun is involved in the company's marketing, financing and corporate development. Mr. Khunkhun has developed long-standing relationships with an extensive global network of high net worth investors, analysts, brokers, investment bankers and private equity groups.	November 23, 2011	1,169,850 <sup>(3)</sup>

Name of Nominee, Current Position with Company, Province and Country of Residence	Principal Occupation	Period From Which Nominee Has Been Director	Number of Approximate Voting Securities <sup>(1)</sup>
<b>Ian Harris</b> <sup>(2)(3)</sup> Director Florida, USA	Mr. Harris is a mining engineer with over 20 years of mining experience. He was most recently senior vice-president and country manager of Corriente Resources in Ecuador, and was directly involved in the operations and negotiations that led to the sale of Corriente for \$690-million (U.S.).	May 14, 2013	610,000
<b>Darryl Jones</b> <sup>(3)(5)</sup> Director British Columbia, Canada	Mr. Jones has over 15 years of capital market experience and an established financial network. Prior to joining StrikePoint in 2015, Mr. Jones was an Investment advisor with PI Financial Corp Canada and Raymond James Ltd Canada. He was responsible for raising significant risk capital for growth companies in all sectors, with a particular focus on natural resources.	February 17, 2015	300,000 <sup>(4)</sup>
<b>Adrian Fleming</b> <sup>(2)(3)</sup> Director Auckland, New Zealand	Mr. Fleming is a professional geologist with over 40 years of technical and executive experience with exploration and development stage mining companies	May 16, 2017	81,818

**Notes:**

1. Voting securities beneficially owned, directly or indirectly, or over which control or direction is exercised.
2. Member of Audit Committee.
3. Member of Compensation Committee
4. Of these shares 1,000,000 are owned by S2K Capital Corp. for which Mr. Khunkhun has direction and control over.
5. Of these shares 150,000 are owned by D2J Consulting Corp. for which Mr. Jones. has direction and control over

The Board has an Audit Committee as well as a Compensation Committee, details of which are provided under the heading “Statement of Corporate Governance”. The Company does not have an Executive Committee.

Management does not contemplate that any of the nominees will be unable to serve as a director. However, if a nominee should be unable to so serve for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion. **The persons named in the enclosed form of proxy intend to vote for the election of all of the nominees whose names are set forth above.**

Except as noted below, as at the date of this Information Circular and within the ten years before the date of this Information Circular, no proposed director:

- (a) is or has been a director or executive officer of any Company (including the Company), that while that person was acting in that capacity:
  - i. was the subject of a cease-trade order or similar order or an order that denied the relevant Company access to any exemption under securities legislation, for a period of more than 30 consecutive days;
  - ii. was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the Company being the subject of a cease trade or similar order or an order that denied the relevant Company access to any exemption under securities legislation, for a period of more than 30 consecutive days;
  - iii. within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

- (b) has within 10 years before the date of the Information Circular become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the director, officers or shareholders.

### **C. Appointment of Auditor**

Management recommends the re-appointment of Davidson & Company LLP, Chartered Professional Accountants, of Vancouver, British Columbia, the present auditor, as the auditor of the Company to hold office until the close of the next annual meeting of the shareholders.

**Shares represented by proxies in favour of the management nominees will be voted in favour of the appointment of Davidson & Company LLP, Chartered Professional Accountants, as auditor of the Company and authorizing the Board to fix the auditor's remuneration, unless a shareholder has specified in his proxy that his shares are to be withheld from voting on the appointment of auditor.**

### **D. Adoption of 10% Fixed Stock Option Plan**

On November 24, 2021, the Company adopted a new 10% Fixed Stock Option Plan (the "Stock Option Plan") and is seeking shareholder approval to the Stock Option Plan. The terms of the Stock Option Plan are substantially summarized above, and a copy of which in its entirety is attached hereto as Schedule "A". At the Meeting, shareholders will be asked to consider and, if thought fit, pass the following ordinary resolutions:

"BE IT RESOLVED THAT:

- (i) the Company's Stock Option Plan be ratified, confirmed and approved, including reserving for issuance under the Stock Option Plan at any time, a maximum of 20,713,950 of the issued and outstanding Common Shares of the Company;
- (ii) the Company is authorized to grant stock options pursuant to and subject to the terms and conditions of the Stock Option Plan to qualified directors, officers, employees and consultants or management company employees of the Company, or any affiliate of the Company; and
- (iii) any one director or officer of the Company, for and on behalf of the Company, be and is hereby authorized to execute and deliver all documents and instruments and take all such other actions as may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents and instruments and the taking of any such actions."

For further information concerning the Company's stock option plan, refer *Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans* above.

### **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents filed with the securities commissions or similar regulatory authorities in British Columbia and Alberta are specifically incorporated by reference into, and form an integral part of, this information circular:

- Audited Annual Financial Statements for the year ended December 31, 2021; and
- Annual Management's Discussion and Analysis for the year ended December 31, 2021.

Copies of the documents incorporated herein by reference may be obtained by a shareholder upon request without charge from the Company at Suite 300, 1055 West Hastings Street, Vancouver, BC, V6E 2E9. These documents are also available through the internet on SEDAR, which can be accessed at [www.sedar.com](http://www.sedar.com).

#### **OTHER MATTERS**

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

The contents of this Information Circular and its distribution to shareholders have been approved by the Board of the Company.

**DATED** at Vancouver, British Columbia, June 29, 2022.

**BY ORDER OF THE BOARD**

*/s/ "Shawn Khunkhun"*

**Shawn Khunkhun, Chief Executive Officer**

# “Schedule A”

## STRIKEPOINT GOLD INC.

### STOCK OPTION PLAN (2022)

#### PART 1 INTERPRETATION

1.01 Definitions In this Plan the following words and phrases shall have the following meanings, namely:

- (a) “Award Date” means the date on which the Board grants and announces a particular Option;
- (b) “Award” means a stock appreciation right, restricted share unit, deferred share unit or other Share-based award granted pursuant to the Incentive Plan;
- (c) “Black-Out Period” means a time, when pursuant to the policies of the Company, any securities of the Company may not be traded by certain persons as designated by the Company, including any holder of an Option;
- (d) "Board" means the board of directors of the Company and includes any committee of directors appointed by the directors as contemplated by to Section 3.01 hereof;
- (e) "Company" means StrikePoint Gold Inc.;
- (f) “Consultant” means an individual who provides consulting, technical, management or other services to the Company or any of its subsidiaries, including a Service Provider as defined by The Toronto Stock Exchange if the Company becomes listed on The Toronto Stock Exchange, and who is permitted by Exchange Policy and by Securities Laws to receive, either directly or through a company, shares or options of the Company in exchange for services;
- (g) "Director" means any director of the Company or of any of its subsidiaries;
- (h) “Discounted Market Price” has the meaning ascribed thereto in Exchange Policy;
- (i) "Employee" means any individual in the employment of the Company or any of its subsidiaries or of a company providing management or administrative services to the Company;
- (j) "Exchange" means the TSX Venture Exchange and any other stock exchange on which the Shares are listed for trading;
- (k) “Exchange Policy” means the policies, bylaws, rules and regulations of the Exchange governing the granting of options by the Company, as amended from time to time;
- (l) “Exercise Notice” means the notice respecting the exercise of an Option, in the form set out as Schedule “B” hereto, duly executed by the Option Holder.
- (m) “Exercise Price” means the price at which an Option may be exercised as determined in accordance with Section 4.01

- (n) "Expiry Date" means not later than ten years from the date of grant of the option or such shorter period as prescribed by the Exchange for so long as the Company is designated Tier 2 on the Exchange;
- (o) "Incentive Plan" means the Company's long term equity incentive plan as the same may be in force from time to time;
- (p) "Insider" has the meaning ascribed thereto in Exchange Policy 1.1;
- (q) "Investor Relations Activities" has the meaning ascribed thereto in Exchange Policy;
- (r) "Joint Actor" means a person acting "jointly or in concert with" another person as that phrase is interpreted in section 96 of the *Securities Act*;
- (s) "Officer" means any senior officer of the Company or of any of its subsidiaries as defined in the *Securities Act* (British Columbia);
- (t) "Option Certificate" means the certificate, substantially in the form set out as Schedule "A" hereto, evidencing an Option;
- (u) "Option Holder" means a current or former Director, Employee or Consultant who holds an unexercised and unexpired Option;
- (v) "Option Price" means the price at which options may be granted in accordance with Exchange Policy and Securities Laws;
- (w) "Outstanding Issue" is determined by Exchange Policy and by Securities Laws;
- (x) "Plan" means this stock option plan as from time to time amended;
- (y) "Securities Act" means the *Securities Act*, R.S.B.C. 1996, c.418, as amended, from time to time;
- (z) "Securities Laws" means the act, policies, bylaws, rules and regulations of the securities commissions governing the granting of options by the Company, as amended from time to time;
- (aa) "Shares" means common shares of the Company.

1.02 Gender Throughout this Plan, words importing the masculine gender shall be interpreted as including the female gender.

## **PART 2** **PURPOSE OF PLAN**

2.01 Purpose The purpose of this Plan is to attract and retain Employees, Consultants, Officers or Directors to the Company and to motivate them to advance the interests of the Company by affording them

with the opportunity to acquire an equity interest in the Company through options granted under this Plan to purchase Shares.

### **PART 3** **GRANTING OF OPTIONS**

3.01            Administration This Plan shall be administered by the Board or, if the Board so elects, by a committee (which may consist of only one person) appointed by the Board from its members.

3.02            Committee's Recommendations The Board may accept all or any part of recommendations of the committee or may refer all or any part thereof back to the committee for further consideration and recommendation.

3.03            Grant by Resolution The Board may, by resolution, designate eligible persons who are bona fide Employees, Consultants, Officers or Directors, or corporations employing or wholly owned by such Employee, Consultant, Officer or Director, to whom options should be granted and specify the terms of such options which shall be in accordance with Exchange Policy and Securities Laws.

3.04            Terms of Option The resolution of the Board shall specify the number of Shares that should be placed under option to each such Employee, Consultant, Officer or Director, the Option Price to be paid for such Shares upon the exercise of each such option, and the period, including any applicable vesting periods required by Exchange Policy, or by the Board or Committee, during which such option may be exercised.

3.05            Vesting Schedule Options granted to Consultants performing Investor Relations Activities must vest in stages over 12 months with no more than ¼ of the options vesting in any three month period.

3.06            Option Certificate Every option granted under this Plan shall be evidenced by an Option Certificate, and all Option Certificates will be so legended as required by Exchange Policy and Securities Laws.

3.07            Options may be Separate or in Tandem. In the Board's discretion, Options may be granted alone, in addition to, or in tandem with any other award granted under another plan of the Company or an Affiliate, including the Incentive Plan. Options granted in addition to or in tandem with other awards may be granted at the same time or different times.

### **PART 4** **CONDITIONS GOVERNING THE GRANTING AND EXERCISING OF OPTIONS**

4.01            Exercise Price The exercise price of an option granted under this Plan shall not be less than the Discounted Market Price at the time of granting the options. In any event, no options shall be granted which are exercisable at a price of less than permitted by Exchange Policy.

4.02            Expiry Date Each option shall, unless sooner terminated, expire on a date to be determined by the Board which will not be later than the Expiry Date.

4.03            Different Exercise Periods, Prices and Number The Board may, in its absolute discretion, upon granting an option under this Plan and subject to the provisions of Section 6.03 hereof, specify a particular time period or periods following the date of granting the option during which the Optionee may exercise his option to purchase Shares and may designate the exercise price and the number of Shares in respect of which such Optionee may exercise his option during each such time period. Options granted to Consultants performing Investor Relations Activities shall vest in stages over 12 months with no more than  $\frac{1}{4}$  of the options vesting in any three month period.

4.04            Number of Shares The number of Shares reserved for issuance under the Plan shall:

- (a) not exceed 5% of the Outstanding Issue to any one individual in any 12 month period, unless disinterested shareholder approval is obtained;
- (b) not exceed 2% of the Outstanding Issue to any one Consultant in any 12 month period, where that Optionee is a Consultant; and
- (c) not exceed an aggregate 2% of the Outstanding Issue to all Employees conducting Investor Relations Activities, in any 12 month period.

4.05            Termination of Employment If a Director, Officer, Consultant or Employee ceases to be so engaged by the Company for any reason other than death, such Director, Officer, Consultant or Employee shall have such rights to exercise any option not exercised prior to such termination within a period of 90 calendar days after the date of termination, or such shorter period as may be set out in the optionee's Option Certificate. If an Employee or Consultant conducting Investor Relations Activities ceases to provide Investor Relations Activities for any reason other than death, such Employee or Consultant shall have such rights to exercise any option not exercised prior to such termination within a period of 30 calendar days after the date of termination, or such shorter period as may be set out in the optionee's Option Certificate.

4.06            Death of Optionee If a Director, Officer, Consultant or Employee dies prior to the expiry of his option, his legal representatives may, within the lesser of one year from the date of the optionee's death or the expiry date of the option, exercise that portion of an option granted to the Director, Officer, Consultant or Employee under this Plan which remains outstanding.

4.07            Assignment No option granted under this Plan shall be transferable or assignable.

4.08            Notice Options shall be exercised only in accordance with the terms and conditions of the option certificates under which they are respectively granted and shall be exercisable only by notice in writing to the Company.

4.09            Payment Options may be exercised in whole or in part at any time prior to their lapse or termination. Shares purchased by an optionee on exercise of an option shall be paid for in full, in cash or by certified cheque, at the time of their purchase.

4.10            Options to Employees, Consultants or Management Company Employees In the case of options granted to Employees, Consultants or Management Company Employees, the optionee must be a bona-fide Employee, Consultant or Management Company Employee, as the case may be, of the Company or its subsidiary.

4.11 Black-Out Period. Options shall be subject to the Company's insider trading policy as may be in effect from time to time, including any Black-out Period, trading prohibition or requirement to obtain mandatory pre-clearance of a transaction. Except where not permitted by the Exchange, where an option would expire during a Black-Out Period, the term of such option shall be automatically extended to the date which is ten Business Days following the end of such Black-Out Period

## **PART 5**

### **RESERVE OF SHARES FOR OPTIONS**

5.01 Sufficient Authorized Shares to be Reserved Whenever the Notice of Articles or Articles of the Company limit the number of authorized Shares, a sufficient number of Shares shall be reserved by the Board to satisfy the exercise of options granted under this Plan. Shares that were the subject of options that have lapsed or terminated shall thereupon no longer be in reserve and may once again be subject to an option granted under this Plan.

5.02 Maximum Number of Shares to be Reserved Under Plan The maximum aggregate number of Shares that are issuable pursuant to this Plan, together with all other security based compensation, granted or issued to insiders, as a group, shall not be greater than 20,713,950, or such other number as may be approved by the Exchange and the disinterested shareholders of the Company from time to time.

5.03 Maximum Number of Shares Reserved Unless authorized by disinterested shareholders of the Company, this Plan, together with all of the Company's other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other security based compensation or incentive mechanisms involving the issuance or potential issuance of Shares, shall not result, at any time, in:

- (a) the maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all security based compensation granted or issued in any 12 month period to insiders (as a group) exceed 10% of the issued shares of the Company, calculated as at the date any security based compensation is granted or issued to any insider; and
- (b) the issuance to any one Optionee, within a 12 month period, of a number of Shares exceeding 5% of the Outstanding Issue.

## **PART 6**

### **CHANGES IN OPTIONS**

6.01 Share Consolidation or Subdivision In the event that the Shares are at any time subdivided or consolidated, the number of Shares reserved for option and the price payable for any Shares that are then subject to option shall be adjusted accordingly. Any adjustment, other than in connection with a security consolidation or security split, to Security Based Compensation granted or issued under a Security Based Compensation Plan must be subject to the prior acceptance of the Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

6.02 Stock Dividend In the event that the Shares are at any time changed as a result of the declaration of a stock dividend thereon, the number of Shares reserved for option and the price payable for any Shares that are then subject to option may be adjusted by the Board to such extent as they deem proper in their absolute discretion.

6.03 Effect of a Take-Over Bid If a bona fide offer ( an "Offer") for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the *Securities Act*, the Company shall, upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon all Shares subject to such Option ("Option Shares") will become Vested and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein including any extensions thereof;  
or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become vested pursuant to section 4.03 shall be reinstated. If any Option Shares are returned to the Company under this section 6.03, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

6.04 Acceleration of Expiry Date If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, Vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer.

6.05 Effect of a Change of Control If a Change of Control (as defined below) occurs, all Option Shares subject to each outstanding Option will become vested, whereupon such Option may be exercised in whole or in part by the Optionee. "Change of Control" means the acquisition by any person or by any person and a Joint Actor, whether directly or indirectly, of voting securities as defined in the Securities Act) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.

**PART 7**  
**SECURITIES LAWS AND EXCHANGE POLICIES**

7.01 Exchange's Rules and Policies Apply This Plan and the granting and exercise of any options hereunder are also subject to such other terms and conditions as are set out from time to time in the Securities Laws and Exchange Policies and such rules and policies shall be deemed to be incorporated into and become a part of this Plan. In the event of an inconsistency between the provisions of such rules and policies and of this Plan, the provisions of such rules and policies shall govern. In the event that the Company's listing changes from one tier to another tier on a stock exchange or the Company's shares are listed on a new stock exchange, the granting of options shall be governed by the rules and policies of such new tier or new stock exchange and unless inconsistent with the terms of this Plan, the Company shall be able to grant options pursuant to the rules and policies of such new tier or new stock exchange without requiring shareholder approval.

**PART 8**  
**AMENDMENT OF PLAN**

8.01 Board May Amend The Board may, by resolution, amend or terminate this Plan, but no such amendment or termination shall, except with the written consent of the optionees concerned, affect the terms and conditions of options previously granted under this Plan which have not then been exercised or terminated.

8.02 Exchange Approval Any amendment to this Plan or options granted pursuant to this Plan shall not become effective until such Exchange and shareholder approval as is required by Exchange Policy and Securities Laws has been received. Additionally, there can be no acceleration of the vesting requirements applicable to stock options granted to an Investor Relations Service Provider without the prior written approval of the Exchange;

8.03 Shareholder Approval This Plan must be approved by the Company's shareholders annually, at a duly called meeting of the shareholders. Disinterested shareholder approval (as defined in Exchange policy) will be required for: (i) any reduction in the exercise price of Options granted to Insiders, if the Option Holder is an Insider of the Company at the time of the proposed amendment; (ii) the extension of the term to stock options granted to Insiders at the time of the proposed amendment; and (iii) the situations where the Plan, together with all other outstanding options and Security Based Compensation Plans, could result at any time in:

- (a) the aggregate number of the Company's shares that are issuable pursuant to all Security Based Compensation granted or issued to Insiders (as a group) exceeding 10% of the issued shares of the Company at any point in time;
- (b) the aggregate number of the Company's shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) exceeding 10% of the issued shares of the Company, calculated as at the date any Security Based Compensation is granted or issued to any Insider;
- (c) the aggregate number of the Company's shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one person (and where permitted

under the policies of the TSX, any companies that are wholly owned by that person) exceeding 5% of the issued shares of the Company, calculated as at the date any Security Based Compensation is granted or issued to the person, or

- (d) such other maximum amounts as may allowable under the policies of the Exchange.

8.04 Amendment to Insider's Options Any amendment to Options held by Insiders of the Company at the time of the amendment, which results in a reduction in the exercise price of the options, is conditional upon the obtaining of disinterested shareholder approval to that amendment. There can be no acceleration of the vesting requirements applicable to stock options grants to an Investor Relations Service Provider without the prior written approval of the Exchange.

#### **PART 9** **EFFECT OF PLAN ON OTHER COMPENSATION OPTIONS**

9.01 Other Options Not Affected This Plan is in addition to any other existing stock options granted prior to and outstanding as at the date of this Plan and shall not in any way affect the policies or decisions of the Board in relation to the remuneration of Directors, Officers, Consultants and Employees.

#### **PART 10** **OPTIONEE'S RIGHTS AS A SHAREHOLDER**

10.01 No Rights Until Option Exercised An optionee shall be entitled to the rights pertaining to share ownership, such as to dividends, only with respect to Shares that have been fully paid for and issued to him upon exercise of an option.

#### **PART 11** **WITHHOLDING OBLIGATIONS**

11.01 In connection with the Company's obligations to withhold and remit taxes to the Canada Customs and Revenue Agency on benefits realized by Directors, Officers and Employees who exercise Options of the Company, the Company requires that, at the discretion of the Company, in reasonable consultation with a Director, Officer or Employee exercising an Option.:

- (a) Any Director, Officer or Employee who is exercising an Option must (i) enter into a short sale for an equivalent number of shares that will be acquired on the exercise of the Option (ii) remit sufficient funds to the Company to fund the exercise price and the withholding obligation; and (iii) remit the Shares to a broker to cover the short sale; or
- (b) Any Director, Officer or Employee who is exercising an Option shall remit sufficient cash to the Company to fund the withholding obligation; or
- (c) Any Director, Officer or Employee who is exercising an Option shall deposit a portion of the Shares acquired on the exercise of the Option with a broker who is directed to sell the Shares on behalf of the

Director, Officer or Employee and remit sufficient proceeds to the Company to fund the withholding obligation; or

- (d) The Company shall hold back sufficient Shares from the Director, Officer or Employee who is exercising the Option to fund the withholding obligation.

**PART 12**  
**EFFECTIVE DATE OF PLAN**

11.01            Effective Date This Plan shall become effective upon the later of the date of acceptance for filing of this Plan by the Exchange or the approval of this Plan by the shareholders of the Company, however, options may be granted under this Plan prior to the receipt of approval by shareholders and acceptance from the Exchange.

Approved by the Board of Directors on November 24, 2021

*Schedule A*  
**STRIKEPOINT GOLD INC.**  
**STOCK OPTION PLAN**

**OPTION CERTIFICATE**

This certificate is issued pursuant to the provisions of the StrikePoint Gold Inc. (the "Company") Stock Option Plan (the "Plan") and evidences that *(Name of Optionee)* \_\_\_\_\_ is the holder of an option (the "Option") to purchase up to \_\_\_\_\_ *(Number of Shares)* common shares (the "Shares") in the capital stock of the Company at a purchase price of \$ \_\_\_\_\_ per Share. Subject to the provisions of the Plan:

- (a) the Award Date of this Option is \_\_\_\_\_ *(insert date of grant)*; and
- (b) the Expiry Date of this Option is \_\_\_\_\_ *(insert date of expiry)*.

Additional Vesting or Other Restrictions: (insert as applicable)

This Option may be exercised in accordance with its terms at any time and from time to time from and including the Award Date through to and including up to 5:00 p.m. (Vancouver time) on the Expiry Date, by delivering to the Company an Exercise Notice, in the form provided in the Plan, together with this certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STRIKEPOINT GOLD INC.**

by its authorized signatory:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*Schedule B*  
**EXERCISE NOTICE**

TO: STRIKEPOINT GOLD INC. (the "Company")  
AND TO: THE BOARD OF DIRECTORS

The undersigned hereby irrevocably gives notice, pursuant to the Company's Stock Option Plan (the "Plan"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Shares; or
- (b) \_\_\_\_\_ of the Shares, which are the subject of the Option Certificate attached hereto.

Calculation of total Exercise Price:

(i)	number of Shares to be acquired on exercise:	_____ Shares
(ii)	multiplied by the Exercise Price per Share:	\$ _____
TOTAL EXERCISE PRICE, enclosed herewith:		\$ _____

The undersigned tenders herewith a certified cheque or bank draft in an amount equal to the total Exercise Price of the aforesaid Shares, as calculated above, and directs the Company to issue the share certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Option Holder

\_\_\_\_\_  
Name of Option Holder (please print)