**AMENDED AND RESTATED AGENCY AGREEMENT**

December 22, 2023

Torq Resources Inc.
1177 West Hastings Street, Suite 1630
Vancouver, BC
V6E 2K3, Canada

Attention: Mr. Shawn Wallace
Chief Executive Officer & Chair

Dear Mr. Wallace:

Paradigm Capital Inc. and Red Cloud Securities Inc., as co-lead agents (collectively, the "**Co-Lead Agents**"), and Beacon Securities Limited (together with the Co-Lead Agents, the "**Agents**") and Torq Resources Inc. (the "**Corporation**") are parties to an agency agreement dated November 10, 2023 (the "**Prior Agreement**"). The Agents and the Corporation have agreed to amend and restate the Prior Agreement in its entirety, so that the respective duties, rights, and obligations of the parties with respect to each other and to the Offering (as defined herein), shall be governed by this Agreement (as defined herein).

The Agents understand that the Corporation proposes, upon the terms and subject to the conditions contained herein, to create, issue, and sell a minimum of 11,739,130 units of the Corporation (the "**Units**") up to a maximum of 26,086,956 Units at a price of $0.23 per Unit (the "**Issue Price**"), for aggregate gross proceeds to the Corporation of a minimum of $2,700,000 up to a maximum of $6,000,000 (the "**Marketed Offering**"). Each Unit shall consist of one Common Share (as defined herein) (a "**Unit Share**") and one Common Share purchase warrant (a "**Warrant**"). Each Warrant shall be exercisable into one Common Share (each a "**Warrant Share**") for a period of three years from the Closing Date (as defined herein) at an exercise price of $0.30 per Warrant Share, subject to adjustment in accordance with the provisions of a warrant indenture (the "**Warrant Indenture**") to be entered into between the Corporation and Computershare Trust Company of Canada, as warrant agent (the "**Warrant Agent**").

Concurrently with the Marketed Offering, the Corporation proposes to complete a private placement offering with Gold Fields (as defined herein) of 5,678,260 Units (the "**Placement Units**") at a price of $0.23 per Placement Unit for gross proceeds of approximately $1,306,000 (the "**Concurrent Private Placement**"). Each Placement Unit will consist of one Common Share (a "**Placement Share**") and one Common Share purchase warrant (a "**Placement Warrant**"). Each Placement Warrant shall be exercisable into one Common Share (each a "**Placement Warrant Share**") for a period of up to five years from the Closing Date at an exercise price of $0.30 per Placement Warrant Share, subject to adjustment in accordance with the provisions of the Placement Warrant Certificates (as defined herein). The Concurrent Private Placement and the Marketed Offering are cross-conditional and are required to be completed concurrently.

The Corporation hereby also grants to the Agents an option (the "**Over-Allotment Option**"), exercisable, in whole or in part, at any time up to and including 30 days following the Closing Date (as defined herein), to sell that number of additional Units equal to 15% of the Units sold under the

Marketed Offering (the “**Additional Units**”) at the Issue Price (collectively, the “**Over-Allotment Offering**”). The Units and the Additional Units are sometimes collectively referred to herein as the “**Qualified Securities**”. Each Additional Unit shall consist of one Common Share (an "**Additional Unit Share**") and one Common Share purchase warrant (an "**Additional Warrant**"). Each Additional Warrant shall be exercisable into one Common Share (each an "**Additional Warrant Share**") for a period of three years from the Closing Date at an exercise price of $0.30 per Additional Warrant Share, subject to adjustment in accordance with the provisions of the Warrant Indenture.

The Units, Unit Shares, Warrants, Warrant Shares, Additional Units, Additional Unit Shares, Additional Warrants, and Additional Warrant Shares are collectively referred to as the “**Offered Securities**”; the Placement Units, Placement Shares, Placement Warrants, and Placement Warrant Shares are collectively referred to as the “**Placement Securities**”; and the Marketed Offering and the Over-Allotment Offering are collectively referred to as the “**Offering**”. The Offering is to be conducted in each of the provinces and territories of Canada, except Québec (the “**Qualifying Jurisdictions**”), pursuant to the Prospectus (as defined herein) and elsewhere as provided in Section 3.

The Corporation has advised that: (i) it is current in the filing of all materials required to be filed under Applicable Securities Laws (as defined herein) of each of the Qualifying Jurisdictions; (ii) it has filed the Base Shelf Prospectus (as defined herein) in each of the Qualifying Jurisdictions, and the BCSC (as defined herein), as principal regulator, has issued a decision document in respect thereof under NP 11-202 (as defined herein) on behalf of itself and the other Canadian Securities Regulators (as defined herein); and (iii) it is qualified to file and shall file, as soon as possible after execution of this Agency Agreement, the Prospectus Supplement (as defined herein) as a supplement to the Base Shelf Prospectus in accordance with the requirements of NI 44-101 and NI 44-102 (as such terms are defined herein).

Based upon and subject to the terms and conditions set out in this Agreement, the Agents hereby agree to act, and upon acceptance hereof, the Corporation hereby appoints the Agents, as the Corporation’s exclusive agents to offer for sale, on a reasonable commercial efforts agency basis, without underwriter liability, the Qualified Securities and to arrange for purchasers resident in one or more of the Qualifying Jurisdictions where the Qualified Securities may be lawfully offered and sold, provided that any Qualified Securities offered or sold in any jurisdictions outside of Canada are lawfully offered and sold on a basis exempt from the prospectus, registration or similar requirements of any such jurisdictions, including continuous disclosure or similar obligations of any such jurisdictions. It is understood and agreed that the Agents will use commercially reasonable efforts in selling the Qualified Securities and are under no obligation to purchase any of the Qualified Securities.

The parties acknowledge that the Offered Securities have not been, and will not be, registered under the U.S. Securities Act (as defined herein) or any U.S. (as defined herein) state securities laws and may not be offered or sold in the United States (as defined herein) or to, or for the account or benefit of, U.S. Persons (as defined herein) other than Qualified Institutional Buyers (as defined herein) who are also U.S. Accredited Investors, on a private placement basis pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws, and in compliance with Schedule B hereto.

The Agents acknowledge that the Over-Allotment Option, the Broker Warrants and the Broker Warrant Shares have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws. In connection with the issuance of such securities, each of the Agents represents, warrants, and covenants that (i) it is acquiring the Broker Warrants and Broker Warrant Shares as principal for its own account and not for the benefit of any other person; (ii) it is not a U.S. Person and it is not acquiring the Broker Warrants and Broker Warrant Shares in the United States, or for the account or benefit of a U.S. Person or a person located in the United States; and (iii) this Agreement was executed and delivered by it outside the United States. Each of the Agents acknowledges and agrees that the Over-Allotment Option and the Broker Warrants may not be exercised in the United States or by or on behalf of a U.S. Person or a person in the United States unless such exercise is exempt from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws.

This offer is conditional upon and subject to the additional terms and conditions set forth below.

**Terms and Conditions**

The following are the terms and conditions of this Agreement between the Corporation and the Agents:

**1. Definitions**

(a) Where used in this Agreement or in any amendment hereto, the following terms have the following meanings, respectively:

"**Additional Units**" has the meaning ascribed to such term in the fourth paragraph of this Agreement;

"**Additional Unit Shares**" has the meaning ascribed to such term in the fourth paragraph of this Agreement;

"**Additional Warrants**" has the meaning ascribed to such term in the fourth paragraph of this Agreement;

"**Additional Warrant Shares**" has the meaning ascribed to such term in the fourth paragraph of this Agreement;

"**affiliate**" has the meaning ascribed to such term in the *Securities Act* (Ontario);

"**Agents**" has the meaning ascribed to such term in the first paragraph of this Agreement;

"**Agreement**" means this amended and restated agency agreement;

"**Applicable Laws**" means all laws, rules, regulations, guidelines, policies, statutes, ordinances, codes, orders, decrees, judgments, decisions, rulings or awards of any Governmental Authority;

"**Applicable Securities Laws**" means, collectively, the applicable securities laws of each of the Qualifying Jurisdictions, their respective regulations, rulings, rules, orders and prescribed forms thereunder and the applicable policy statements issued by the Canadian Securities Regulators thereunder;

"**Auditors**" means Deloitte LLP;

"**Base Shelf Prospectus**" means the final short form base shelf prospectus of the Corporation dated February 10, 2023, including all of the documents incorporated by reference therein;

"**BC Act**" means the *Securities Act* (British Columbia) and the rules and regulations promulgated thereunder, together with applicable published policy statements, instruments, rules, orders and notices of the BCSC as amended, supplemented or replaced from time to time;

"**BCSC**" means the British Columbia Securities Commission;

"**Broker Warrants**" has the meaning ascribed to such term in Subsection 15(a)(ii);

"**Broker Warrant Certificates**" means the definitive certificate or certificates representing the Broker Warrants;

"**Broker Warrant Shares**" has the meaning ascribed to such term in Subsection 15(a)(ii);

"**Business Day**" means a day that is not a Saturday, Sunday, a day on which banks are closed in the City of Vancouver, British Columbia or the City of Toronto, Ontario, or a civic or statutory holiday in the City of Vancouver, British Columbia or City of Toronto, Ontario;

"**Canadian Securities Regulators**" means the applicable securities commissions or similar regulatory authorities in each of the Qualifying Jurisdictions, and "**Canadian Securities Regulator**" means any one of them;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Closing Date**" means January 4, 2024, or any earlier date or later date as may be agreed by the Corporation and the Co-Lead Agents, each acting reasonably;

"**Closing Time**" means 8:30 a.m. (Toronto time) on the Closing Date or the Over-Allotment Closing Date, as the case may be, or such other time as the Co-Lead Agents and the Corporation may agree upon in writing;

"**Co-Lead Agents**" has the meaning ascribed to such term in the first paragraph of this Agreement;

"**Commissions**" means, collectively, the Marketed Offering Commission and the Over-Allotment Option Commission;

"**Common Shares**" means common shares in the capital of the Corporation;

"**comparables**" has the meaning given in NI 41-101;

"**Concurrent Private Placement**" has the meaning ascribed to such term in the third paragraph of this Agreement;

"**Corporation**" has the meaning ascribed to such term in the first paragraph of this Agreement;

"**Corporation Financial Statements**" means the unaudited condensed interim consolidated financial statements of the Corporation for the three and nine months ended September 30, 2023, together with the notes thereto, and the audited annual consolidated financial statements of the Corporation for the years ended December 31, 2022 and 2021, together with the notes thereto and independent auditor's report thereon;

"**Corporation's Information Record**" means all information contained in any press release, material change report (excluding any confidential material change report), annual information form, prospectus, management's discussion and analysis, financial statements, circulars, technical reports or other document of the Corporation which has been publicly filed by or on behalf of the Corporation pursuant to Applicable Securities Laws or otherwise, and all documents and information which has been provided to the Agent and their counsel by or on behalf of the Corporation;

"**distribution**" means distribution or distribution to the public, as the case may be, for the purposes of Applicable Securities Laws or any of them;

"**Environmental Laws**" has the meaning ascribed to such term in Subsection 8(jjj);

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

"**Financial Information**" means, collectively: (a) the audited consolidated financial statements of the Corporation as at December 31, 2022 and 2021 and for the years ended December 31, 2022 and 2021, together with the notes thereto and the independent auditor's report thereon; (b) the management's discussion and analysis of the Corporation for the year ended December 31, 2022; and (c) the information under the heading "Consolidated Capitalization" in the Prospectus Supplement;

"**Gold Fields**" means Gold Fields Atacama Holdings Ltd., a wholly-owned subsidiary of Gold Fields Limited;

"**Governmental Authority**" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department or bureau or agency, central bank, court, tribunal, arbitral body, 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 of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Canadian Securities Regulators, the Exchange, the New Self-Regulatory Organization of Canada and the SEC;

“**IFRS**” means International Financial Reporting Standards;

"**including**" means including without limitation;

“**Indemnified Party**” has the meaning ascribed to such term in Subsection 12(a);

"**insider**" shall have the meaning given to it in the BC Act;

“**Issue Price**” has the meaning ascribed to such term in the second paragraph of this Agreement;

"**knowledge**" means the actual knowledge of Shawn Wallace, CEO, Elizabeth Senez, CFO, and Michael Henrichsen, CGO;

"**Liens**" means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy such property or assets;

“**limited-use version**” has the meaning given in NI 41-101;

“**Marketed Offering**” has the meaning ascribed to such term in the second paragraph of this Agreement;

“**Marketed Offering Commission**” has the meaning ascribed to such term in Subsection 15(a)(i);

“**marketing materials**” has the meaning given in NI 41-101;

“**Material Adverse Effect**” or “**Material Adverse Change**” means any effect or change on the Corporation or its business that is or could reasonably be expected to be materially adverse to the results of operations, condition (financial or otherwise), management, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income, business operations or prospects of the Corporation and its business, or that would result in the Prospectus containing a misrepresentation;

"**Material Agreements**" shall have the meaning given thereto in Subsection 8(lll);

“**material change**” shall have the meaning given to it in the BC Act;

“**material fact**” shall have the meaning given to it in the BC Act;

“**Material Properties**” means, collectively, means the Santa Cecilia Project and the Margarita Project located in the Atacama Region of Chile;

“**misrepresentation**” shall have the meaning given to it in the BC Act;

“**Money Laundering Laws**” has the meaning ascribed to such term in Subsection 8(fff);

“**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 44-101**” means National Instrument 44-101 – *Short Form Prospectus Distributions*;

“**NI 44-102**” means National Instrument 44-102 – *Shelf Distributions*;

“**Offered Securities**” has the meaning ascribed to such term in the fifth paragraph of this Agreement;

“**Offering**” has the meaning ascribed to such term in the fifth paragraph of this Agreement;

“**Over-Allotment Closing Date**” means the third Business Day after notice of exercise of the Over-Allotment Option is delivered to the Corporation, or any earlier date (but not earlier than the Closing Date) or later date as may be agreed to in writing by the Corporation and the Co-Lead Agents, each acting reasonably;

“**Over-Allotment Offering**” has the meaning ascribed to such term in the fourth paragraph of this Agreement;

“**Over-Allotment Option**” has the meaning ascribed to such term in the fourth paragraph of this Agreement;

“**Over-Allotment Option Commission**” has the meaning ascribed to such term in Subsection 15(b)(i);

“**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, Governmental Authority or entity however designated or constituted;

“**Placement Shares**” has the meaning ascribed to such term in the third paragraph of this Agreement;

“**Placement Units**” has the meaning ascribed to such term in the third paragraph of this Agreement;

“**Placement Warrant Certificates**” means the definitive certificate or certificates representing the Placement Warrants;

“**Placement Warrants**” has the meaning ascribed to such term in the third paragraph of this Agreement;

“**Placement Warrant Shares**” has the meaning ascribed to such term in the third paragraph of this Agreement;

“**President’s List**” has the meaning ascribed to such term in Section 15;

"**Property Rights**" shall have the meaning given thereto in Subsection 8(nnn);

“**Prospectus**” means, collectively, the Base Shelf Prospectus, the Prospectus Supplement, and any Prospectus Amendment;

“**Prospectus Amendment**” means, collectively, any amendment to the Base Shelf Prospectus or the Prospectus Supplement, and any ancillary materials that may be filed by or on behalf of the Corporation under any of the Applicable Securities Laws relating to the distribution of the Offered Securities under Applicable Securities Laws;

“**Prospectus Supplement**” means the amended and restated prospectus supplement to the Base Shelf Prospectus, to be dated on or about December 22, 2023, which amends and restates the prospectus supplement dated November 10, 2023, and including the documents incorporated by reference therein;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" within the meaning of Rule 144A under the U.S. Securities Act;

“**Qualified Securities**” has the meaning ascribed to such term in the fourth paragraph of this Agreement;

“**Qualifying Jurisdictions**” has the meaning ascribed to such term in the fifth paragraph of this Agreement;

“**Regulation D**” means Regulation D adopted by the SEC under the U.S. Securities Act;

"**Reporting Jurisdictions**" means all provinces and territories of Canada;

“**SEC**” means the United States Securities and Exchange Commission;

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval established by National Instrument 13-101 of the Canadian Securities Administrators;

“**Selling Firms**” has the meaning ascribed to such term in Subsection 3(a);

“**Subsidiaries**” means Torq Resources Chile SpA, Minera Margarita SpA, Minera Andrea SpA, Minera Santa SpA and Torq Operaciones Chile SpA, and “**Subsidiary**” means one of the Subsidiaries, as the context implies;

“**template version**” has the meaning given in NI 41-101 and includes any revised template version of marketing materials as contemplated in NI 41-101;

"**Transfer Agent**" means Computershare Investor Services Inc.;

“**Unit Share**” has the meaning ascribed to such term in the second paragraph of this Agreement;

“**United States**” or “**U.S.**” means, as the context requires, the United States of America, its territories and possessions, any state of the United States, and/or the District of Columbia;

“**Units**” has the meaning ascribed to such term in the second paragraph of this Agreement;

"**U.S. Accredited Investor**" means an "accredited investor" within the meaning of Rule 501(a) of Regulation D;

“**U.S. Person**” means a “U.S. person” within the meaning of Rule 902(k) of Regulation S under the U.S. Securities Act;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder;

“**Warrant**” has the meaning ascribed to such term in the second paragraph of this Agreement;

“**Warrant Agent**” has the meaning ascribed to such term in the second paragraph of this Agreement;

“**Warrant Indenture**” has the meaning ascribed to such term in the second paragraph of this Agreement; and

“**Warrant Share**” has the meaning ascribed to such term in the second paragraph of this Agreement.

(b) Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and vice versa and words importing gender include all genders and the words "include," "includes" and "including" will be interpreted to be inclusive and not exclusive.

(c) Any reference in this Agreement to any Section, Subsection, Paragraph or Clause refers to a section, subsection, paragraph or clause of this Agreement unless the context otherwise requires.

## 2. Certain Obligations of the Corporation

(a) As soon as practicable after the execution of this Agency Agreement, the Corporation will file the Prospectus Supplement, which shall be in compliance with the Applicable Securities Laws, including copies of any documents or information incorporated by reference therein, with the Canadian Securities Regulators, and in any event no later than 10:45 p.m. (Toronto time) on December 22, 2023, and will have taken all other steps and proceedings that may be necessary in order to qualify the Qualified Securities for distribution in each of the Qualifying Jurisdictions by the Agents and other persons who are registered in a category permitting them to distribute the Qualified Securities under Applicable Securities Laws and who comply with Applicable Securities Laws.

(b) Until the distribution of the Qualified Securities has been completed, the Corporation will permit the Agents and their counsel to participate fully in the preparation of, and to approve the form of, the Prospectus Supplement, review any documents incorporated by reference therein and to conduct all due diligence investigations that they reasonably require in order to fulfil their obligations as agents under Applicable Securities Laws and in order to enable them to responsibly execute the certificate in the Prospectus Supplement required to be executed by them.

(c) Until the distribution of the Qualified Securities has been completed, the Corporation will promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under Applicable Securities Laws to continue to qualify the Qualified Securities for distribution in the Qualifying Jurisdictions or in the event that the Qualified Securities have, for any reason, ceased to so qualify, to again so qualify the Qualified Securities and to ensure that the Qualified Securities are freely tradable in the Qualifying Jurisdictions, except for a trade that is a control distribution (within the meaning of Applicable Securities Laws).

(d) Until the distribution of the Qualified Securities has been completed, the Corporation will provide to the Co-Lead Agents and their counsel reasonable access during normal business hours to the officers, employees, facilities, books and records of the Corporation and the Subsidiaries in order to conduct all due diligence which the Co-Lead Agents may reasonably require to conduct in order to fulfill its obligations as Co-Lead Agents and in order to enable the Agents to execute the certificate in the Prospectus Supplement required to be executed by them. During such period, the Corporation will make available its directors, officers, auditors, qualified persons, senior management, and legal counsel for meetings with the Co-Lead Agents to answer any questions which the Co-Lead Agents may have, acting reasonably, and to participate in a due diligence session to be held prior to the filing of the Prospectus Supplement. The Corporation will provide such information as its financial condition, business, property (including intellectual property), assets and affairs (including any material contracts) as may be reasonably requested by the Co-Lead Agents or their legal counsel.

**3. Distribution of the Qualified Securities, Marketing Materials and Certain Obligations of the Agents**

(a) During the course of the distribution of the Qualified Securities by or through the Agents, the Agents will offer and sell the Qualified Securities to the public only in those jurisdictions where they may be lawfully offered for sale or sold and in compliance with Applicable Securities Laws. The Agents will not solicit offers to purchase or sell the Qualified Securities so as to require registration thereof or filing of a prospectus, registration statement or similar document with respect thereto, or that will result in the Corporation being subject to continuous disclosure or similar obligations under the laws of any jurisdiction (other than the Qualifying Jurisdictions), including the United States; and will cause similar undertakings to be contained in any agreements among the members of any banking, selling or other group formed for the distribution of the Qualified Securities (the "**Selling Firms**"). The Agents may offer and sell Qualified Securities in such jurisdictions outside of Canada as the Corporation and the Co-Lead Agents mutually agree, where the Qualified Securities may be lawfully sold on a basis exempt from the prospectus and registration requirements or similar requirements of any such jurisdictions and the sale of the Qualified Securities in such jurisdictions does not impose any form of continuous disclosure obligations on the Corporation. Subject to the foregoing, Qualified Securities may be offered or sold in the United States on a private placement basis pursuant to available exemptions from registration requirements under the U.S. Securities Act and applicable U.S. state securities laws in accordance with Schedule B hereto.

(b) The Agents will use their reasonable commercial efforts to complete, and to cause the Selling Firms to complete, the distribution of the Qualified Securities as promptly as possible and the Co-Lead Agents will promptly notify the Corporation in writing of the completion of the distribution of the Qualified Securities. After the Closing Time and in any event no later than thirty days following the Closing Date, the Agents will provide the Corporation with such information as it may require with respect to the proceeds realized in each of the Qualifying Jurisdictions from the distribution of the Qualified Securities for the purpose of payment of filing fees and as to distribution of the Qualified Securities for the purposes of listing the Unit Shares, Warrant Shares, Additional Unit Shares, Additional Warrant Shares and Broker Warrant Shares on the Exchange.

(c) For the purposes of this Section 3, the Agents will be entitled to assume that the Qualified Securities are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Base Shelf Prospectus has been obtained from the applicable Canadian Securities Regulator and the Prospectus Supplement has been filed.

(d) In connection with the distribution of the Qualified Securities:

(i) the Corporation may prepare, in consultation with the Co-Lead Agents, and approve in writing, prior to the time the marketing materials are provided to potential investors, a template version of any of the marketing materials that the Corporation and the Co-Lead Agents agree will be provided by the Agents to any potential investor; such marketing materials shall comply with Applicable Securities Laws and be acceptable in form and substance to the Co-Lead Agents, acting reasonably, and such template version shall be approved in writing by the Co-Lead Agents, prior to the time the marketing materials are provided to potential investors;

(ii) the Corporation shall file the template version of the marketing materials referred to in Subsection 3(d)(i) above, including on SEDAR+, as soon as reasonably practicable after the template version of the marketing materials is so approved in writing by the Corporation and by the Lead Agent and in any event on or before the day the marketing materials are first provided to any potential investor; and

(iii) any comparables shall be redacted from the template version of the marketing materials 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 as required by Applicable Securities Laws.

(e) Following the approvals and filings set forth in the foregoing paragraphs, the Agents may provide a limited-use version of the marketing materials to potential investors to the extent permitted by Applicable Securities Laws.

(f) The Corporation shall prepare and file a revised template version of any marketing materials provided to potential investors in connection with the Offering where required under Applicable Securities Laws, and the foregoing paragraphs above shall also apply to such revised template version.

(g) The Corporation shall ensure that its senior officers are available to participate in the marketing of the Offering, including attendance at road shows, investor meetings, and assisting in the preparation of marketing materials.

(h) During the period of distribution of the Qualified Securities, the Corporation and the Agents covenant and agree:

(i) not to provide any potential investor with any marketing materials unless a template version of such marketing materials has been or will be filed by the Corporation with the Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential investor; and

(ii) not to provide any potential investor with any materials or information in relation to the distribution of the Qualified Securities other than: (i) such marketing materials for which the template versions thereof have been approved and filed in accordance with the foregoing paragraphs, (ii) the Prospectus in accordance with this Agreement, and (iii) any standard term sheet (as defined in NI 41-101) approved in writing by the Corporation and the Co-Lead Agents.

(i) All orders and expressions of interest from potential investors shall be referred to the Agents.

(j) No Agent will be liable under this Section with respect to a default by a Selling Firm appointed by the Agents.

## 4. Delivery of the Prospectus and Related Matters

(a) Contemporaneously with or prior to the filing of the Prospectus Supplement or any Prospectus Amendment, as the case may be, the Corporation will deliver to the Agents (and in the case of Subsection 4(a)(ii) below the Corporation will use its commercially reasonable efforts to deliver), without charge:

(i) a copy of the Prospectus Supplement or any Prospectus Amendment, as the case may be, including all documents incorporated by reference therein that have not been previously delivered to the Agents or that are not generally available on SEDAR+, signed and certified as required by Applicable Securities Laws;

(ii) a copy of any other document required to be filed by the Corporation in compliance with Applicable Securities Laws;

(iii) a "long form" comfort letter from the Auditor dated the date of the Prospectus Supplement, in form and substance satisfactory to the Co-Lead Agents and their counsel, acting reasonably, addressed to the Agents and the board of directors of the Corporation relating to the verification of the Financial Information and accounting data contained in or incorporated or deemed to be incorporated by reference in the Prospectus and matters involving changes or developments since the respective dates as of which specified Financial Information is given in the Prospectus Supplement, and containing statements and information of the type ordinarily included in "comfort letters" to agents in connection with an offering of securities, to a date not more than two Business Days prior to the date of such letter; and

(iv) the U.S. Placement Memorandum (as defined in Schedule B).

(b) In the event that the Corporation is required to prepare a Prospectus Amendment, the Corporation will also prepare and deliver promptly to the Agents signed and certified copies of such Prospectus Amendment along with all documents incorporated by reference therein that have not been previously delivered to the Agents. Any Prospectus Amendment will be in form and substance satisfactory to the Co-Lead Agents, acting reasonably. Concurrently with the delivery of any Prospectus Amendment, the Corporation will deliver to the Agents, with respect to such Prospectus Amendment, documents similar to those referred to in Subsection 4(a)(ii) and to the extent that such Prospectus Amendment contains financial, accounting or statistical data, documents similar to those referred to in Subsection 4(a)(iii).

(c) Promptly after the filing of the Prospectus Supplement in the Qualifying Jurisdictions and in any event not later than the Business Day following, the Corporation will deliver, without charge, to the Agents, commercial copies of the Prospectus, in such numbers and in such places as the Co-Lead Agents may reasonably request by written instructions to the printer of the Prospectus or to the Corporation.

(d) Each delivery of the Prospectus by the Corporation to the Agents will constitute the consent of the Corporation to the use of such document, as applicable, in connection with the Offering and will constitute the representation and warranty of the Corporation to the Agents that, at the respective times of such delivery:

(i) all information and statements (except information and statements relating solely to the Agents and provided by the Agents in writing expressly for inclusion therein) contained therein:

(A) are true and correct in all material respects and contain no misrepresentation; and

(B) constitute full, true and plain disclosure of all material facts relating to the Offered Securities and to the Corporation and the Subsidiaries considered as a whole;

(ii) such document does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made (except statements or facts relating solely to the Agents and provided by the Agents expressly for inclusion therein); and

(iii) such document complies with Applicable Securities Laws at the time filed and at the time when it is first sent or delivered to a purchaser or potential purchaser.

## 5. Material Change

(a) During the period of distribution of the Qualified Securities, the Corporation will promptly notify the Co-Lead Agents in writing of the full particulars of:

(i) any material change in respect of the Corporation, or any development involving a prospective material change;

(ii) any new or any change in any material fact which has arisen or has been discovered and would have been required under Applicable Securities Laws to have been stated in the Prospectus had the fact arisen or been discovered on, or prior to, the date of the Prospectus; and

(iii) any change in any material fact contained in the Prospectus or the occurrence or existence of any event, as a result of which it is necessary to amend or supplement the Prospectus (A) in order that the Prospectus will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or (B) in order to comply with Applicable Securities Laws.

(b) During the period of distribution of the Qualified Securities, the Corporation will promptly, and in any event within any applicable time limitation, comply with all applicable filings and other requirements under Applicable Securities Laws as a result of such fact or change; provided that the Corporation will not file any Prospectus Amendment or other document without first providing a copy to and obtaining the approval of the Co-Lead Agents, which approval will not be unreasonably withheld or delayed, and will otherwise comply with all legal requirements necessary to continue to qualify the Qualified Securities for distribution in the Qualifying Jurisdictions; it being understood that any such approval will not constitute a waiver of any of the conditions set forth in Section 9.

(c) Notwithstanding the provisions of Subsections 5(a) and 5(b), the Corporation will in good faith discuss with the Co-Lead Agents any change, event or fact contemplated in Subsection 5(a) which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Co-Lead Agents under such Subsection.

(d) If at any time during the period of distribution of the Qualified Securities, any event referred to in Subsections 5(a)(i), 5(a)(ii) or 5(a)(iii) has occurred and as a result of which it is necessary in the opinion of counsel to the Co-Lead Agents or the Corporation, acting reasonably, to file any Prospectus Amendment, the Corporation will prepare and file promptly with the Canadian Securities Regulators and deliver to the Agents, without charge, a Prospectus Amendment.

(e) During the period of distribution of the Qualified Securities, the Corporation will advise the Co-Lead Agents, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the time when any Prospectus Amendment has been filed;

(ii) any request of any Canadian Securities Regulator for any Prospectus Amendment or for any additional information;

(iii) the issuance by any Canadian Securities Regulator or other regulatory authority of any cease trading order relating to the Offered Securities or other securities of the Corporation or the Subsidiaries, or the institution of any proceedings for that purpose; or

(iv) the receipt by the Corporation of any communication from any Canadian Securities Regulator or other regulatory authority relating to any Prospectus or the Offering.

The Corporation will use its commercially reasonable efforts to prevent the issuance of any such cease trading or stop order and, if issued, to obtain the withdrawal thereof as soon as possible.

## 6. <u>Regulatory Approvals, Etc.</u>

The Corporation will promptly make all necessary filings and use its commercially reasonable efforts, in cooperation with the Co-Lead Agents, to obtain all necessary regulatory consents and approvals required in connection with the Offering and take such further action as the Co-Lead Agents may reasonably request to qualify the Qualified Securities for offering and sale in the Qualifying Jurisdictions under Applicable Securities Laws and to comply with all such Applicable Securities Laws so as to permit the continuance of sales of and dealings in the Qualified Securities in the Qualifying Jurisdictions for as long as may be necessary to complete the distribution of the Qualified Securities.

## 7. <u>Covenants of the Corporation</u>

(a) The Corporation hereby covenants to the Agents, and acknowledges that the Agents are relying on such covenants in connection with the entering into of this Agreement, that it shall:

(i) use its commercially reasonable efforts to fulfil, at or prior to the Closing Date, each of the conditions set out in this Agreement;

(ii) use its commercially reasonable efforts to remain a corporation validly subsisting under the laws of its jurisdiction of incorporation, licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and shall carry on its business in the ordinary course as currently conducted and in compliance in all material respects with all applicable laws, rules and regulations of each such jurisdiction, provided that this covenant shall not prevent the Corporation from completing any transaction which would result in the Corporation no longer validly subsisting under the laws of its jurisdiction of incorporation so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the Exchange;

(iii) use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of Applicable Securities Laws of the Reporting Jurisdictions to the date which is 24 months following the Closing Date, except if the Corporation carries out a statutory arrangement, amalgamation, merger or other form of business combination which the board of directors, acting in good faith and properly exercising its fiduciary duties to the shareholders of the Corporation, deems to be in the best interests of the Corporation;

(iv) use its commercially reasonable efforts to maintain the listing of the Common Shares on the Exchange 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, except if the Corporation carries out a statutory arrangement, amalgamation, merger or other form of business combination which the board of directors, acting in good faith and properly exercising its fiduciary duties to the shareholders of the Corporation, deems to be in the best interests of the Corporation;

(v) apply the net proceeds to the Corporation from the issuance and sale of the Qualified Securities by the Corporation in the manner specified under the section entitled "*Use of Proceeds*" in the Prospectus Supplement, in all material respects;

(vi) duly execute and deliver this Agreement, the Warrant Indenture, and the Broker Warrant Certificates at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;

(vii) ensure that the Offered Securities are duly and validly created, authorized and issued, as applicable, and have the attributes corresponding to the description thereof set forth in the Prospectus Supplement and that upon payment of the requisite consideration therefor, the Unit Shares, the Warrant Shares, the Additional Unit Shares, the Additional Warrant Shares and the Broker Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares;

(viii) ensure that the Warrants and the Additional Warrants are duly and validly created, authorized and issued and have the attributes corresponding to the description thereof set forth in the Prospectus Supplement. The Corporation will ensure that, as applicable, at all times prior to the expiry of the Warrants and the Additional Warrants, a sufficient number of Warrant Shares and Additional Warrant Shares are allotted and reserved for issuance upon the due exercise of the Warrants and the Additional Warrants, respectively, and that, if applicable, upon the due exercise of the Warrants or the Additional Warrants in accordance with the terms of the Warrant Indenture (including payment of the exercise price therefor), the Warrant Shares or Additional Warrant Shares issuable upon such exercise are duly and validly issued as fully paid and non-assessable Common Shares;

(ix) ensure that the Broker Warrants are duly and validly created, authorized and issued to the Agents. The Corporation will ensure that, as applicable, at all times prior to the expiry of the Broker Warrants, a sufficient number of Broker Warrant Shares are allotted and reserved for issuance upon the due exercise of the Broker Warrants and that, if applicable, upon the due exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificates (including payment of the exercise price therefor), the Broker Warrant Shares are duly and validly issued as fully paid and non-assessable Common Shares;

(x) at or before the Closing Time, take all such steps, if any, as may be necessary to enable the Qualified Securities to be offered for sale and sold in the Qualifying Jurisdictions through the Agents, or any other investment dealers or brokers properly registered in such Qualifying Jurisdictions in a category of registration permitting them to sell Qualified Securities, in accordance with the terms of this Agreement;

(xi) have made or obtained, as applicable, at or prior to the Closing Time, all consents, approvals, permits, authorizations or filings as may be required by the Corporation under Applicable Securities Laws of the Qualifying Jurisdictions, including the conditional approval for the issuance of the Offered Securities, the Placement Securities, the Broker Warrants, and the Broker Warrant Shares issuable in connection with the Offering and the Concurrent Private Placement by the Exchange, necessary for the consummation of the transactions contemplated herein;

(xii) allow the Agents and their representatives the opportunity to conduct all due diligence which the Agents may reasonably require to be conducted prior to the Closing Date. The Corporation will provide to the Agents (and their counsel) reasonable access to the Corporation's senior management personnel and corporate, financial and other records for the purposes of conducting such due diligence. Without limiting the scope of the due diligence inquiry the Agents (or the Agents' counsel) may conduct, the Corporation shall use commercially reasonable efforts to make available its directors, senior management and counsel to answer any questions which the Agents may have and to participate in one or more due diligence sessions to be held prior to the Closing Time;

(xiii) for the period commencing on November 8, 2023 and ending 90 days after the Closing Date, not, directly or indirectly, issue, negotiate or enter into any agreement to sell or issue or announce the issue of, any Common Shares of the Corporation or other securities convertible, exercisable or exchangeable into Common Shares, other than: (i) as contemplated herein; (ii) pursuant to the exercise of options issued pursuant to the Corporation's stock option plan in effect on the date hereof; (iii) pursuant to the exercise of options or warrants of the Corporation outstanding on the date hereof; (iv) pursuant to a private placement of Common Shares at an offering price not less than the Issue Price; (v) to Gold Fields, pursuant to its participation rights in its Investment Agreement dated as of September 6, 2022 as modified by the form of notice letter dated November 9, 2023; (vi) pursuant to the Concurrent Private Placement; and (vii) in connection with the bona fide acquisition by the Corporation of the shares or assets of other corporations or entities, without the prior written consent of the Co- Lead Agents, such consent not to be unreasonably withheld or delayed; and

(xiv) (A) prior to the Closing Date, use its commercially reasonable efforts to cause the Exchange to conditionally accept the listing of the Unit Shares, the Warrant Shares, the Additional Unit Shares, the Additional Warrant Shares, the Placement Shares, the Placement Warrant Shares, and the Broker Warrant Shares, subject only to the filing of standard documents and notice of issuance thereof; (B) file with the Exchange all documents and notices required by the Exchange; and (C) issue any and all news releases relating to the Offering required by the rules and policies of the Exchange and Applicable Securities Laws.

(b) The obligations of the Agents to execute any certificate or deliver any documents pertaining to the filing of any Prospectus Supplement will be conditional upon compliance by the Corporation, to the date of such execution or delivery, with each of its covenants contained in Subsections 2(d), 5(b) and 7(a)(i) to 7(a)(vi) (in the case of clause 7(a)(vi)(B) only to the extent that such filing is not required or permitted to be made after the Closing Date).

## 8. Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agents as follows and acknowledges that the Agents are relying upon the following representations and warranties in completing the transactions contemplated by this Agreement:

*Corporate and Organizational Matters*

(a) The Corporation is a duly incorporated company and validly existing and in good standing under the corporate laws of its jurisdiction of incorporation and no proceedings have been instituted or, to the knowledge of the Corporation, are pending for the dissolution or liquidation or winding-up of the Corporation.

(b) Each of the Subsidiaries is duly incorporated and validly existing and in good standing under the laws of its jurisdiction of incorporation and no proceedings have been instituted or are pending for the dissolution or liquidation or winding-up of the Subsidiaries.

(c) The Corporation beneficially owns, directly or indirectly, all of the issued and outstanding shares in the capital of each Subsidiary, 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 validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option for the purchase from the Corporation of any interest in any of such shares.

(d) Each of the Corporation and the Subsidiaries has the corporate power and capacity to own the assets owned by it and to carry on the business carried on and proposed to be carried on by it, and each of the Corporation and the Subsidiaries holds all licences and permits that are required for carrying on its business in the manner in which such business has been carried on and is duly qualified to carry on business in all jurisdictions in which it carries on business.

(e) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of any court or Governmental Authority or agency in Canada is necessary or required for the performance by the Corporation of its obligations hereunder, in connection with the Offering in the Qualifying Jurisdictions, or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained, or as may be required, under Applicable Securities Laws.

(f) The minute books and records of the Corporation and the Subsidiaries made available to counsel for the Agents in connection with its due diligence investigation of the Corporation for the period from the date of incorporation, as the case may be, to the date of this Agreement are all of the minute books and records of the Corporation and the Subsidiaries from incorporation to present and contain copies of all constating documents and all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation and the Subsidiaries to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Corporation or the Subsidiaries to the date of this Agreement not reflected in such minute books and other records other than any meetings, resolutions and proceedings in connection with the transactions contemplated hereunder.

*Agents*

(g) The Transfer Agent at its principal offices in the Vancouver, British Columbia has been duly appointed as registrar and transfer agent for the Common Shares of the Corporation.

(h) The Warrant Agent at its principal office in Vancouver, British Columbia has been duly, or will be prior to the Closing Date, appointed as the warrant agent in respect of the Warrants and the Additional Warrants.

*Authorization, Execution, Issuance, and Delivery of Offering Related Actions and Deliverables*

(i) All necessary corporate action has been taken by the Corporation so as to: (i) authorize the execution, delivery and performance of this Agreement, the Prospectus, the Warrant Indenture, the Broker Warrant Certificates, and the Placement Warrant Certificates; (ii) validly issue the Offered Securities and the Placement Securities; (iii) reserve and authorize the issuance of the Warrant Shares and the Additional Warrant Shares, as fully-paid and non-assessable Common Shares, upon the due exercise of the Warrants and the Additional Warrants in accordance with the terms of the Warrant Indenture; (iv) reserve and authorize the issuance of the Placement Warrant Shares as fully-paid and non-assessable Common Shares, upon the due exercise of the Placement Warrants in accordance with the terms of the Placement Warrant Certificates; (v) validly issue the Broker Warrants; and (vi) reserve and authorize the issuance of the Broker Warrant Shares, as fully-paid and non-assessable Common Shares, upon the due exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificates.

(j) Each of the execution and delivery of this Agreement, the Prospectus, the Warrant Indenture, the Placement Warrant Certificates and the Broker Warrant Certificates, and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Corporation and upon the execution and delivery thereof shall constitute valid and binding obligations of the Corporation, enforceable against the Corporation by other parties thereto in accordance with their respective terms; provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability is subject to the provisions of applicable limitations acts.

(k) The execution and delivery of this Agreement, the Prospectus, the Warrant Indenture, the Placement Warrant Certificates and the Broker Warrant Certificates and the performance of the transactions contemplated hereunder and thereunder, the offering and sale of the Qualified Securities and the Placement Securities does not and will not:

(i) require the consent, approval, authorization, registration or qualification of or with any Governmental Authority, stock exchange (including the Exchange), securities regulatory authority (including the Canadian

Securities Regulators) or other third party, except: (i) such as have been obtained or will be obtained prior to the Closing Date; or (ii) such as may be required following Closing Date in order to comply with certain notice filing requirements under Applicable Securities Laws of the Qualifying Jurisdictions;

(ii) result in a breach of or default under, nor create a state of facts which, after notice or lapse of time or both, would result in a breach of or default under, nor conflict with:

(A) any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, directors or any committee of directors of the Corporation or the Subsidiaries; or

(B) any statute, rule, regulation or law applicable to the Corporation or the Subsidiaries, including Applicable Securities Laws, or any judgment, order or decree of any Governmental Authority, agency or court having jurisdiction over the Corporation or the Subsidiaries; or

(C) any Material Agreement; or

(iii) give rise to any lien, charge or claim in or with respect to the properties or assets now owned by each of the Corporation and the Subsidiaries or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting it or any of its properties.

(l) All consents, approvals, permits, authorizations or filings as may be required under Applicable Securities Laws that are necessary for the execution and delivery by the Corporation of this Agreement, the Prospectus, the Warrant Indenture, the Placement Warrant Certificates and the Broker Warrant Certificates, the issuance, sale and delivery of the Units, the Unit Shares and the Warrants comprising the Units, the issuance of the Warrant Shares upon the due exercise of the Warrants, the issuance of the Broker Warrants and the issuance of the Broker Warrant Shares upon the due exercise of the Broker Warrants, the issuance of the Additional Units, the Additional Unit Shares and the Additional Warrants upon the due exercise of the Over-Allotment Option, the issuance of the Additional Warrant Shares upon the due exercise of the Additional Warrants, the issuance, sale and delivery of the Placement Units, the Placement Shares and the Placement Warrants comprising the Placement Units, the issuance of the Placement Warrant Shares upon the due exercise of the Placement Warrants, and the consummation of the transactions contemplated hereby and thereby have been made or obtained, as applicable, or will be made or obtained prior to the Closing Time, other than such customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws in connection therewith.

(m) The Common Shares are listed for trading on the Exchange and the Corporation is not in default of any of the listing requirements of the Exchange applicable to the Corporation including, for avoidance of doubt, any requirement that shareholder approval be obtained for the Offering or the issuance of the Offered Securities or the Broker Warrants.

(n) The Units have been duly and validly authorized and, when issued and delivered in accordance with this Agreement, will be duly and validly issued, will have been issued and sold to purchasers in the Qualifying Jurisdictions in compliance with all Applicable Securities Laws and other applicable securities laws and will not have been issued in violation of or subject to any pre-emptive or similar rights that entitles any person to acquire any securities from the Corporation. The Offered Securities will conform to the descriptions thereof contained in the Prospectus. Except as disclosed in the Prospectus, the Corporation has no outstanding warrants, options to purchase, or any pre-emptive rights or other rights to subscribe for or to purchase, or any contracts or commitments to issue or sell, any security of the Corporation. No holder of any security of the Corporation has any rights to require the Corporation to qualify such security for distribution under Applicable Securities Laws or to require registration under the U.S. Securities Act in connection with the offer and sale of the Offered Securities contemplated by this Agreement.

(o) The Placement Units have been duly and validly authorized and, when issued and delivered pursuant to the Concurrent Private Placement, will be duly and validly issued, will have been issued and sold in compliance with all Applicable Securities Laws and other applicable securities laws and will not have been issued in violation of or subject to any pre-emptive or similar rights that entitles any person to acquire any securities from the Corporation.

(p) The Unit Shares, the Additional Unit Shares, and the Placement Shares to be issued and sold have been, or prior to the Closing Time will be, duly authorized for issuance and upon issuance, delivery and payment of the aggregate Issue Price therefor will be validly issued as fully paid and non-assessable Common Shares. The Unit Shares, the Additional Unit Shares, and the Placement Shares will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities granted by the Corporation.

(q) The Warrants, the Placement Warrants, and the Additional Warrants to be issued and sold, and the Broker Warrants to be issued, have been, or prior to the Closing Time will be, duly created and authorized for issuance. The Warrants, the Placement Warrants, the Additional Warrants and the Broker Warrants will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities granted by the Corporation.

(r) The Warrant Shares, the Additional Warrant Shares, the Placement Warrant Shares, and the Broker Warrant Shares have been, or prior to the Closing Time will be, duly and validly authorized and reserved for issuance and upon the due exercise of the Warrants or the Additional Warrants, as the case may be, in accordance with the terms of the Warrant Indenture, upon the due exercise of the Placement Warrants in accordance with the terms of the Placement Warrant Certificates and upon the due exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificates, as applicable, and the Warrant Shares, the Placement Warrant Shares, the Additional Warrant Shares and the Broker Warrant Shares, respectively, will be validly issued as fully paid and non-assessable Common Shares.

(s) The Over-Allotment Option has been duly created and authorized. The grant of the Over-Allotment Option is not in violation of or subject to any pre-emptive rights or contractual rights to purchase securities granted by the Corporation.

(t) To the extent applicable, the form and terms of any definitive certificates representing the Offered Securities have been duly approved and adopted by the Corporation.

(u) The Prospectus contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it is made and complies with Applicable Securities Laws of the Qualifying Jurisdictions.

(v) All information and documentation concerning the Corporation and the Subsidiaries (including but not limited to the Property Rights and Material Agreements), the Offered Securities, and the Offering, that has been provided to the Agents on its request by the Corporation in connection with this Agreement is accurate and complete in all material respects and not misleading and will not omit to state any fact or information which would be material to an agent performing the services contemplated herein.

*Absence of Changes*

(w) There has not been any adverse material change of any kind whatsoever in the financial position or condition of the Corporation or any damage, loss or other change of any kind whatsoever in circumstances materially affecting its business, affairs, capital, prospects or assets, or the right or capacity of the Corporation to carry on its business, such business having been carried on in the ordinary course except as disclosed in the Corporation's Information Record.

(x) To the knowledge of the Corporation there are no "significant acquisitions", "significant dispositions" or "significant probable acquisitions" planned for the Corporation. The Corporation has no knowledge of any proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares other than as disclosed to the Agent.

(y) Neither the Corporation nor any of the Subsidiaries has approved, entered into any binding agreement in respect of, nor has any knowledge of, the purchase of any material property or assets or any interest therein or 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 the Subsidiaries, whether by asset sale, transfer of shares or otherwise.

(z) There are no amendments to the Material Agreements that have been, or are required to be, to the knowledge of the Corporation or any of the Subsidiaries, are proposed to be, made.

*Authorized and Issued Capital*

(aa) The authorized capital of the Corporation consists of an unlimited number of Common Shares without par value of which 110,368,130 Common Shares are issued and outstanding and no Common Shares are escrowed as of the date hereof, each as fully paid and non-assessable shares in the capital of the Corporation.

(bb) All of the issued shares of the Subsidiaries are validly authorized, issued and outstanding, are fully paid and non-assessable and are owned directly or indirectly by the Corporation, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, except in each case as disclosed in the Prospectus, and 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 shares or other securities of the Subsidiaries or for the purchase or acquisition of any of the outstanding shares or other securities of the Subsidiaries, except in each case as disclosed in the Prospectus.

(cc) Other than as disclosed in the Corporation's Information Record, no person, firm or corporation 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 issuance of any of the unissued securities of the Corporation or the Subsidiaries, or other securities convertible, exchangeable or exercisable for shares of the Corporation or the Subsidiaries.

(dd) No document forming part of the Corporation's Information Record contains any untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made and each such document was prepared in accordance with and comply with Applicable Securities Laws of the Reporting Jurisdictions in all material respects and the Corporation is not in default of its filings under, nor has it failed to file or publish any document required to be filed or published under Applicable Securities Laws of the Reporting Jurisdictions.

*Regulatory Matters*

(ee) The Corporation: (i) is a "reporting issuer" (within the meaning of Applicable Securities Laws) or the equivalent in the Reporting Jurisdictions, and (ii) is not in default of any of the requirements of the Applicable Securities Laws of the Reporting Jurisdictions.

(ff) The Corporation has not filed any confidential material change report with any of the Canadian Securities Regulators, the Exchange or any other self-regulatory authority which remains confidential. The Corporation is qualified to file a short form prospectus in Canada pursuant to the qualification criteria described in NI 44-101 for the distribution of the Qualified Securities.

(gg) The issued and outstanding Common Shares are listed and posted for trading on the Exchange.

(hh) At the Closing Time, the Exchange will have conditionally approved the listing of the Unit Shares, the Placement Shares, the Warrant Shares, the Additional Unit Shares, the Placement Warrant Shares, the Additional Warrant Shares, and the Broker Warrant Shares.

(ii) Subject to receiving the conditional acceptance from the Exchange, no consent or authorization of any relevant Governmental Authority is required in connection with the issuance and sale of the Offered Securities, or the consummation by the Corporation of the transactions contemplated by this Agreement.

(jj) No securities commission or any similar regulatory authority in any jurisdiction has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation and no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened.

*Financial*

(kk) The Corporation Financial Statements, are true and correct in every material respect and present fairly and accurately the consolidated financial position and results of the operations of the Corporation for the period then ended and such financial statements have been prepared in accordance with IFRS in effect from time to time applied on a consistent basis in each case, except, in the case of any unaudited Corporation Financial Statements, for the absence of normal period end adjustments, none of which are material, individually or in the aggregate.

(ll) The Corporation maintains, and will maintain, at all times prior to the Closing Date a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS, and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any difference, (v) material information relating to the Corporation and the Subsidiaries is made known to those responsible for the preparation of the financial statements during the period in which the financial statements have been prepared and that such material information is disclosed to the public within the time periods required by Applicable Laws, and (vi) all significant deficiencies and material weaknesses in the design or operation of such internal controls that could adversely affect any of the Corporation's or the Subsidiaries' ability to disclose to the public information required to be disclosed by them in accordance with Applicable Laws and all fraud, whether or not material, that involves management or employees that have a significant role in the Corporation's or the Subsidiaries' internal controls have been disclosed to the audit committee of the Corporation.

(mm) There has been no change in accounting policies or practices of the Corporation or the Subsidiaries since December 31, 2022, other than as required under IFRS and as disclosed in the Corporation Financial Statements.

(nn) The audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – Audit Committees.

(oo) None of the directors or officers of the Corporation nor any of its shareholders is indebted or under any obligation to the Corporation or the Subsidiaries, on any account whatsoever.

(pp) Other than as disclosed in the Corporation's Information Record, the Corporation and the Subsidiaries have not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation whatsoever.

(qq) There are no material liabilities of the Corporation, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Corporation Financial Statements except those incurred in the ordinary course of its business or those incurred after the date of the most recently filed Corporation Financial Statements and included in the Corporation's Information Record.

(rr) The compensation arrangements with respect to the Corporation's Named Executive Officers (as such term is defined in NI 51-102) are as disclosed in the Corporation's Information Record and except as disclosed therein, there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Corporation.

(ss) At all relevant times, the Auditors are and have been independent public accountants as required under Applicable Securities Laws and there has never been a reportable event (within the meaning of NI 51-102) between the Corporation and the Auditors nor has there been any event which has led the Auditors to threaten to resign as auditors.

*Insurance*

(tt) The Corporation maintains insurance against such losses, risks and damages to its properties and assets in such amounts that are customary for the business in which it is engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage are in good standing, in full force and effect in all material respects and not in default. The Corporation is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Corporation under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause.

*Taxes*

(uu) The Offered Securities issued through the Offering will be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder for an investment governed by a registered retirement savings plan, a registered retirement income fund, a deferred profit sharing plan, a registered education savings plan, a registered disability savings plan and for a tax-free savings account.

(vv) All tax returns, reports, elections, remittances, filings, withholdings and payments of the Corporation and the Subsidiaries required by Applicable Laws to have been filed or made, have been filed or made (as the case may be) and are substantially true, complete and correct and all taxes owing of the Corporation and the Subsidiaries have been paid or accrued in the Corporation Financial Statements or the Subsidiaries' financial statements, as the case may be.

(ww) The Corporation and the Subsidiaries have been assessed for all applicable taxes to and including the year ended December 31, 2022, and have received all appropriate refunds, made adequate provision for taxes payable for all subsequent periods and the Corporation and the Subsidiaries are not aware of any material contingent tax liability of the Corporation or the Subsidiaries not adequately reflected in the Corporation Financial Statements or the Subsidiaries' financial statements, as the case may be.

(xx) No examination of any tax return of the Corporation or any of the Subsidiaries is currently in progress and there are no material issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable by the Corporation or any of the Subsidiaries. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Corporation or any of the Subsidiaries.

*Labour Matters*

(yy) Except as otherwise stated below, no material labour dispute with the employees of the Corporation or the Subsidiaries currently exists or, to the knowledge of the Corporation or the Subsidiaries, is imminent. None of the Corporation nor the Subsidiaries is a party to any collective bargaining agreement and, to the knowledge of the Corporation, no action has been taken or is contemplated to organize any employees of the Corporation or the Subsidiaries.

(zz) There has not been, and there is not currently, any labour trouble, including but not limited to the COVID-19 pandemic, which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect. The Corporation has been monitoring the COVID-19 pandemic and the present and potential impacts at all of its operations and have put appropriate control measures, limitations, restrictions and procedures in place to ensure the wellness of all of its employees and surrounding communities where the Corporation operates while continuing to operate.

*Compliance with Laws*

(aaa) To the extent that such an action would be material, no part of the Material Properties or the mining rights or permits of the Corporation or any Subsidiary have been taken, revoked, condemned or expropriated by any Governmental Authority nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Corporation and its Subsidiaries, been commenced, threatened or is pending, nor does the Corporation or any of its Subsidiaries have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

(bbb) To the knowledge of the Corporation and its Subsidiaries, there are no claims or actions with respect to indigenous rights currently outstanding, threatened or pending, with respect to the Material Properties. There are no land entitlement claims having been asserted or any legal actions relating to indigenous issues having been instituted with respect to the Material Properties, and no material dispute in respect of the Material Properties with any local or indigenous group exists or, to the knowledge of the Corporation and its Subsidiaries, is threatened or imminent.

(ccc) Each of the Corporation and the Subsidiaries have conducted and is conducting its business in compliance in all material respects with all Applicable Laws, including rules, policies and regulations of each jurisdiction in which its business is carried on, is in compliance in all material respects with all terms and provisions of all contracts, agreements, indentures, leases, policies, instruments and licences that are material to the conduct of its business and all such contracts, agreements, indentures, leases, policies, instruments and licences are valid and binding in accordance with their terms and in full force and effect, and no material breach or default by the Corporation, or the Subsidiaries or event which, with notice or lapse or both, could constitute a material breach or default by the Corporation, or the Subsidiaries, exists with respect thereto.

(ddd) None of the Corporation, the Subsidiaries nor to the knowledge of the Corporation any of their directors or officers are in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever where non-compliance would have a material adverse effect on the Corporation or the Subsidiaries.

(eee) None of the Corporation, the Subsidiaries nor any of their employees or agents have made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, United States or provincial or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by Applicable Laws, in a manner that would reasonably be expected to have a material adverse effect.

(fff) The operations of the Corporation are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court of Governmental Authority or any arbitrator non-governmental authority involving the Corporation with respect to the Money Laundering Laws is to the best knowledge of the Corporation pending or threatened.

(ggg) Neither the Corporation nor, to the knowledge of the Corporation, any director, officer, employee, agent, affiliate or person acting on behalf of the Corporation has been nor is 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 Units or lend, contribute or otherwise make available such proceeds 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.

*Litigation*

(hhh) Other than as disclosed in the Corporation's Information Record, there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the Corporation's knowledge, pending, threatened against or affecting the Corporation, any of the Subsidiaries or any of the Property Rights, or to the Corporation's knowledge, its directors or officers at law or in equity or before or by any federal, provincial, state, municipal or other Governmental Authority, commission, board, bureau or agency of any kind whatsoever and, to the Corporation's knowledge, there is no basis therefor.

*Contracts and Agreements*

(iii) Except as provided herein, there is no person, firm or corporation which has been engaged by the Corporation to act for the Corporation and which is entitled to any brokerage or finder's fee in connection with this Agreement or the Offering.

*Environmental Matters*

(jjj) None of the Corporation nor any of the Subsidiaries have been in material violation of, in connection with the ownership, use, maintenance or operation of its property and assets, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licences, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "**Environmental Laws**"). Without limiting the generality of the foregoing:

(i) each of the Corporation and the Subsidiaries has occupied its properties and has received, handled, used, stored, treated, shipped and disposed of all pollutants, contaminants, hazardous or toxic materials, controlled or dangerous substances or wastes in compliance with all applicable Environmental Laws and has received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and

(ii) there are no orders, rulings or directives issued against the Corporation or any of the Subsidiaries and there are no orders, rulings or directives pending or threatened against the Corporation or any of the Subsidiaries under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to any property or assets of the Corporation.

(kkk) No notice with respect to any of the matters referred to in the immediately preceding paragraph, including any alleged violations by the Corporation or any of the Subsidiaries with respect thereto has been received by the Corporation or any of the Subsidiaries and no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any Environmental Laws or relating to the ownership, use, maintenance or operation of the property and assets of the Corporation or any of the Subsidiaries is in progress, threatened or, to the best of the Corporation's knowledge, pending, which could be expected to have a material adverse effect on the Corporation or any of the Subsidiaries and there are no grounds or conditions which exist, on or under any property now or previously owned, operated or leased by the Corporation or any of the Subsidiaries, on which any such legal proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the giving of notice or both, would give rise.

*Material Assets, Properties, and Agreements*

(lll) Neither the Corporation nor any of the Subsidiaries is in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease, license or other agreement or instrument to which the Corporation or any of the Subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Corporation, including the Material Properties or any of the Subsidiaries is subject, including the Property Rights, and which is material to the Corporation or any of the Subsidiaries (collectively, the "**Material Agreements**").

(mmm) Each of the Corporation and the Subsidiaries is the absolute legal and beneficial owner of and has good and marketable title to its respective properties and assets as disclosed in the Corporation's Information Record, including the Material Properties, free and clear of all material Liens, charges and encumbrances of any kind whatsoever except as disclosed in the Corporation's Information Record.

(nnn) All material property, options, leases, concessions, claims or other, direct or indirect, interests in natural resource properties and surface or access rights for exploration and exploitation, extraction and other mineral property rights in which the Corporation or Subsidiaries holds an interest or right, including for greater certainty with respect to the Material Properties, (collectively, the "**Property Rights**") are completely and accurately described in the Corporation's Information Record, the Corporation or one of the Subsidiaries is the legal and beneficial owner of such Property Rights and the Property Rights are in good standing and are valid and enforceable and free and clear of any Liens, charges or encumbrances and no royalty is payable in respect of any of them except as disclosed in the Corporation's Information Record.

(ooo) No material property rights, easements, rights of way, access rights (including but not limited to any mineral, geothermal and water rights) other than the Property Rights are necessary for the conduct of the business of the Corporation and the Subsidiaries as currently being conducted, or proposed to be conducted as described in the Corporation's Information Record, and there are no material restrictions on the ability of the Corporation or the Subsidiaries to use, transfer, access or otherwise exploit any such Property Rights, and there is no claim or basis for a claim that may adversely affect such rights; in addition the Corporation and the Subsidiaries have all licences, registrations, qualifications, permits, consents and authorizations necessary for the conduct of the business of the Corporation and the Subsidiaries as currently conducted and as proposed to be conducted as described in the Corporation's Information Record, other than those which are not now necessary and which are expected to be obtained in the ordinary course of business by the time they are necessary, and all such licences, registrations, qualifications, permits, consents and authorizations are valid and subsisting and in good standing in all material respects.

(ppp) Other than as disclosed in the Corporation's Information Record, the Corporation and the Subsidiaries do not have any responsibility or obligation to pay or have paid on its behalf any commission, royalty or similar payment to any person with respect to its Property Rights as of the date hereof.

(qqq) The Corporation or a Subsidiary, as applicable, holds either freehold title, mining leases, mining option agreements, mining concessions, mining claims or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdiction in which the Material

Properties are located in respect of the ore bodies and specified minerals located in the Material Properties in which the Corporation or its Subsidiaries have an interest as described in the Corporation's Information Record under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation or a Subsidiary, as applicable, to access the Material Properties and explore the minerals relating thereto as are appropriate in view of their respective rights and interests therein; all such properties, leases, concessions or claims in which the Corporation or a Subsidiary has any interests or rights have been validly located and recorded in accordance with all applicable laws and are valid, subsisting and in good standing.

(rrr) Any and all of the agreements and other documents and instruments pursuant to which the Corporation or a Subsidiary holds its properties and assets (including any option agreement or any interest in, or right to earn an interest in, any properties) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, and neither the Corporation nor any Subsidiary is in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. Other than as disclosed in the Corporation's Information Record, the Material Properties (and any option agreement or any interest in, or right to earn an interest in, such Material Properties) are not subject to any right of first refusal or purchase or acquisition rights.

(sss) Except as otherwise stated below, the Corporation is in full compliance in all material respects with the provisions of NI 43-101 and has filed all technical reports required thereby and all such reports comply with the requirements of NI 43-101 and, except to the extent superseded by subsequently filed technical reports or other than as set out in the Corporation's Information Record, remain current as at the date hereof; all scientific and technical information disclosed in the Corporation's Information Record: (i) is based upon information prepared, reviewed and verified by or under the supervision of a "qualified person" as defined in NI 43-101, (ii) has been prepared and disclosed in accordance with Canadian industry standards set forth in NI 43-101 and (iii) remains true, complete and accurate in all respects as at the date hereof.

The representations and warranties of the Corporation contained in this Agreement shall be true at the Closing Time as though they were made at the Closing Time, and they shall survive the completion of the transactions contemplated under this Agreement in accordance with Section 14.

## 9. <u>Conditions of Closing</u>

The obligations of the Agents hereunder with respect to the Offering are subject to the satisfaction of the following conditions by the Corporation, which conditions may be waived in writing in whole or in part by the Co-Lead Agents in their sole discretion:

(a) The Prospectus Supplement will have been filed with each of the Canadian Securities Regulators and all other steps or proceedings will have been taken that may be necessary in order to qualify the Qualified Securities for distribution by the Agents to the public in each of the Qualifying Jurisdictions.

(b) At the Closing Time, the Corporation will (i) have caused its counsel to deliver to the Agents a legal opinion dated the Closing Date with respect to corporate and securities law matters, in form and substance satisfactory to the Co-Lead Agents and their counsel, acting reasonably, and subject to such assumptions, qualifications and limitations as are reasonable and customary in legal opinions of this type; (ii) have caused its United States counsel to deliver to the Agents a legal opinion dated the Closing Date, in form and substance satisfactory to the Co-Lead Agents and their counsel, acting reasonably, to the effect that no registration is required under the U.S. Securities Act in connection with the offer and sale of the Offered Securities in the United States, and (iii) have caused its special counsel to deliver to the Agents a legal opinion dated the Closing Date, in form and substance satisfactory to the Co-Lead Agents and their counsel, acting reasonably, with respect to the Material Properties and the Subsidiaries.

In connection with the opinion in (i) above, counsel to the Corporation, McMillan LLP, will be entitled to provide to the Agents the opinions of local counsel acceptable to counsel to the Co-Lead Agents, as to the qualification for distribution of the Qualified Securities and as to other matters governed by the laws of jurisdictions other than the jurisdictions in which counsel to the Corporation, McMillan LLP, is qualified to practice.

Counsel providing the opinions referenced herein may rely as to matters of fact on certificates of officers of the Corporation.

(c) At the Closing Time, the Agents and the directors of the Corporation will have received from the Auditor a comfort letter addressed to the Agents and the board of directors of the Corporation dated the Closing Date, in form and substance satisfactory to the Co-Lead Agents, acting reasonably, bringing forward to a date not earlier than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Subsection 4(a)(iii).

(d) The representations and warranties of the Corporation contained herein will be true and correct in all material respects as of the Closing Time and the Corporation will have complied with all terms and conditions of this Agreement to be complied with by the Corporation at or prior to the Closing Time.

(e) At Closing Time, the Corporation will deliver to the Agents a certificate dated the Closing Date addressed to the Agents, and signed by the Chief Executive Officer and the Interim Chief Financial Officer of the Corporation or any two other senior officers of the Corporation acceptable to the Co-Lead Agents, acting reasonably, certifying for and on behalf of the Corporation (without personal liability) that:

(i) the Corporation has complied, in all material respects, with all the covenants and satisfied, in all material respects, all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;

(ii) without bringing forward any date expressly referenced in a specific representation, the representations and warranties of the Corporation contained in this Agreement are true and correct in all material respects as at the Closing Time, with the same force and effect as if made at the Closing Time;

(iii) no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Offered Securities has been issued and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, threatened by any Canadian Securities Regulator or any other regulatory authority having jurisdiction in the circumstances;

(iv) there has not occurred any Material Adverse Change, or any development involving a prospective Material Adverse Change, since the date of this Agreement; and

(v) the Prospectus Supplement is true and correct in all material respects and contains no misrepresentation, constitutes full, true and plain disclosure of all material facts relating to the Offered Securities and to the Corporation and the Subsidiaries considered as a whole and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(f) Each of the directors and executive officers of the Corporation have executed a lock-up agreement substantially in the form set forth on Schedule A hereto.

(g) All actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of the board of directors of the Corporation and all requisite consents, approvals, permits, authorizations or filings with Governmental Authorities, will have occurred at or prior to the Closing Time so as to:

(i) validly authorize the execution and filing of the Prospectus;

(ii) execute and deliver this Agreement and all other documents contemplated under this Agreement; and

(iii) issue and sell the Offered Securities in accordance with the provisions of this Agreement.

(h) At the Closing Time, the Corporation will deliver to the Agents a certificate dated the Closing Date addressed to the Agents, and signed by the Chief Executive Officer and the Chief Financial Officer of the Corporation or any two other senior officers of the Corporation acceptable to the Co-Lead Agents, acting reasonably, certifying for and on behalf of the Corporation (without personal liability) the constating documents, the directors resolutions authorizing the transactions contemplated in this Agreement and an incumbency certificate containing specimen signatures of certain authorized signing officers of the Corporation.

(i) At or prior to the Closing Time, the Corporation will have delivered to the Co-Lead Agents evidence satisfactory to the Co-Lead Agents of the acceptance (or conditional acceptance) of the listing and posting for trading on the Exchange of the Unit Shares, the Warrant Shares, the Placement Shares, the Placement Warrant Shares, the Additional Unit Shares, the Additional Warrant Shares and the Broker Warrant Shares, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the Exchange in similar circumstances as set forth in such evidence of acceptance (or conditional acceptance).

(j) On or before the Closing Date, the Agents will have received such further certificates, documents, opinions and other information as is customary for transactions of this nature or as the Co-Lead Agents may have reasonably requested.

(k) The Agents will have received evidence satisfactory to them, acting reasonably, of the completion of the Concurrent Private Placement at the Closing Time.

## 10. Closing of the Sale of the Offered Securities

(a) The sale of the Qualified Securities pursuant to this Agreement will be completed electronically at the Closing Time, or at such other place as the Corporation and the Co-Lead Agents may agree to in writing.

(b) At the Closing Time, subject to the terms and conditions contained in this Agreement, the Corporation will deliver to the Co-Lead Agents certificates representing the Unit Shares and Warrants as directed by the Co-Lead Agents and/or a position in book-entry form representing the Unit Shares and Warrants in accordance with the "non-certificated inventory" rules and procedures of CDS, registered in the name of CDS & Co., as nominee for CDS, or in such other name or names as the Co-Lead Agents may notify to the Corporation in writing not less than 48 hours prior to the Closing Time, and shall direct CDS to credit the Unit Shares and Warrants to the accounts of participants of CDS as designated by the Co-Lead Agents against payment to the Corporation, or as the Corporation may direct the Co-Lead Agents in writing, not less than 48 hours prior to the Closing Time, of the aggregate Issue Price less the aggregate Marketed Offering Commission and the reimbursable expenses of the Agents by electronic funds transfer or other means of providing immediately available funds in Canadian dollars in respect of the Units payable at par in Vancouver.

## 11. Over-Allotment Option

(a) The Over-Allotment Option granted under this Agreement may be exercised in whole or in part and from time to time prior to its expiry in accordance with the provisions of this Agreement by the Co-Lead Agents delivering to the Corporation written notice of exercise, setting out the number of Additional Units to be purchased by purchasers arranged by the Agents, which notice must be received by the Corporation not later than 5:00 p.m. (Vancouver time) on the date that is thirty (30) days after the Closing Date. Upon providing the notice of exercise, the Agents will be committed to arrange for the purchase, and the Corporation will be committed to issue and sell, in accordance with and subject to the provisions of this Agreement the number of Additional Units indicated in the notice of exercise. Additional Units may be arranged by the Agents for purchase only for the purpose of satisfying over-allotments, if any, made in connection with the distribution of the Offered Securities and for market stabilization purposes, pursuant to Applicable Securities Laws.

(b) In the event that the Over-Allotment Option is exercised by the Agents and any of the Additional Units are arranged by the Agents for purchase, payment of the aggregate Issue Price for, and delivery of a certificate or certificates and/or a position in book-entry form for, such Additional Unit Shares and Additional Warrants will be made as set out in Section 10, or at such other place as may be agreed by the Co-Lead Agents and the Corporation, on the Over-Allotment Closing Date.

(c) At the Closing Time, if any, for the exercise of the Over-Allotment Option, subject to the terms and conditions contained in this Agreement, the Corporation will deliver to the Co-Lead Agents certificates representing the Additional Unit Shares and Additional Warrant as directed by the Co-Lead Agents and/or a position in book-entry form representing the Additional Unit Shares and Additional Warrants in accordance with the "non-certificated inventory" rules and procedures of CDS, registered in the name of CDS & Co., as nominee for CDS, or in such other name or names as the Co-Lead Agents may notify to the Corporation in writing not less than 48 hours prior to the Closing Time, and shall direct CDS to credit the Additional Unit Shares and the Additional Warrants to the accounts of participants of CDS as designated by the Co-Lead Agents against payment to the Corporation, or as the Corporation may direct to the Co-Lead Agents in writing not less than 48 hours prior to the Closing Time, of the aggregate Issue Price less the aggregate Over-Allotment Option Commission therefor by electronic funds transfer or other means of providing immediately available funds in Canadian dollars in respect of the Additional Units payable at par in Vancouver.

(d) At the Closing Time, if any, for the exercise of the Over-Allotment Option, subject to the terms and conditions contained in this Agreement, the Corporation will deliver to the Agents the items listed in Subsections 9(c) and 9(e), in each case dated the Over-Allotment Closing Date.

(e) At the Closing Time for the exercise of the Over-Allotment Option, all actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of the board of directors of the Corporation and all requisite filings, consents, approvals, permits or authorizations with Governmental Authorities, will have occurred so as to issue and sell the Additional Units in accordance with the provisions of this Agreement.

(f) At the Closing Time for the exercise of the Over-Allotment Option, the representations and warranties of the Corporation contained herein will be true and correct in all material respects (provided that those representations and warranties that are qualified by materiality, to the extent so qualified, will be true and correct in all respects) and the Corporation will have complied with all terms and conditions of this Agreement to be complied with by the Corporation.

## 12. Indemnification

(a) The Corporation (the "**Indemnitor**") covenants and agrees to indemnify the Agents and their respective affiliates and the respective directors, officers, employees, shareholders and agents of the Agents and their respective affiliates (collectively, the "**Indemnified Parties**", and individually an "**Indemnified Party**") from and against all Claims (as defined herein), each as is caused by, results from, arises out of, or is based upon, directly or indirectly, the performance of the professional services rendered to the Corporation by the Indemnified Parties under this Agreement or otherwise in connection with the Offering or the Concurrent Private Placement, including, without limitation, the following:

(i) any information or statement (except information or statements relating solely to and provided in writing by any of the Agents expressly for use in the Prospectus Supplement) contained in the Prospectus Supplement which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation or an untrue statement of a material fact;

(ii) any omission or alleged omission to state in the Prospectus Supplement, any fact or information (whether material or not) (except facts relating solely to and provided in writing by any of the Agents expressly for use in the Prospectus Supplement required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;

(iii) any order made or inquiry, investigation or proceeding (formal or informal) commenced or threatened by any officer or official of any of the Canadian Securities Regulators or any other applicable securities regulatory authority or stock exchange or by any other competent authority based upon the circumstances described in Subsections 12(a)(i) or 12(a)(ii) which operates to prevent or restrict trading in or distribution of the Offered Securities in any province or territory of Canada;

(iv) the non-compliance or alleged non-compliance by the Corporation with any material requirement of Applicable Securities Laws relating to the sale of the Offered Securities or the Placement Securities, including the Corporation's non-compliance with any statutory requirement to make any document available for inspection;

(v) any material inaccuracy of any representation or warranty of the Corporation contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; or

(vi) any material breach by the Corporation of any covenant to be performed by it contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto or thereto; provided, however, that this indemnity will not apply to any Claim to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Corporation by the Agents and is expressly for use in the Prospectus Supplement.

(b) "**Claims**", as used herein, means all losses (other than a loss of profits in connection with the distribution of the Offered Securities), claims, actions, damages, liabilities, whether joint or several, or expenses (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims, and the reasonable fees and expenses of counsel) that may be incurred in advising with respect to and/or defending any action, suit, proceeding, known investigation or claim that may be made against any Indemnified Party to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or ordinary law or otherwise or in successfully enforcing this indemnity.

(c) The rights of indemnity contained in this Section 12 shall not apply to the extent a court of competent jurisdiction in a final judgment from which no appeal can be made determines that:

(i) the Indemnified Party has been grossly negligent, acted with willful misconduct or has committed a fraudulent act in the course of its performance under this Agreement; and

(ii) the Claim was caused directly by the gross negligence, willful misconduct or fraudulent act referred to in Subsection 12(c)(i).

(d) If for any reason (other than the occurrence of any of the events itemized in Subsection 12(c)) the indemnification contemplated by this Section 12 is unavailable to any Indemnified Party or is insufficient to hold any Indemnified Party harmless, the Indemnitor shall contribute to the amount paid or payable by any Indemnified Party as a result of such expense, loss, claim, action, cost, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and any Indemnified Party on the other hand but also the relative fault of the Indemnitor and any Indemnified Party, as well as any relevant equitable considerations; provided that the Indemnitor shall, in any event, contribute to the amount paid or payable by any Indemnified Party as a result of such expense, loss, claim, action, cost, damage or liability, any excess of such amount over the amount of fees received by the Agents pursuant to this Agreement.

(e) The Indemnitor agrees that in case any action, suit, proceeding or claim shall be brought against the Indemnitor and/or any Indemnified Party by any government commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Indemnitor and/or any other Indemnified Party and such Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of this Agreement, the engagement of the Indemnified Party, the performance of professional services rendered to the Indemnitor by the Indemnified Party or otherwise in connection with the Offering, such Indemnified Party shall have the right to employ its own counsel in connection therewith (which for the purposes hereof shall be limited to one counsel representing all of such Indemnified Parties), and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse such Indemnified Party for time spent by its, or any of its affiliates, directors, officers, employees, partners or agents in connection therewith, and reasonable out-of-pocket expenses incurred by its satisfactory evidence thereof. The Indemnitor also agrees to reimburse an Indemnified Party for the reasonable time spent by its personnel in connection with any Claim for which the Indemnitor has agreed to indemnify such Indemnified Party.

(f) Promptly after receipt of notice of the commencement of any legal proceeding against an Indemnified Party or after receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, an Indemnified Party will notify the Indemnitor in writing of the particulars. The omission so to notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to any Indemnified Party except only to the extent that such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnitor would otherwise have under this indemnity had an Indemnified Party not so delayed in giving or failed to give the notice required hereunder.

(g) The Indemnitor shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel acceptable to the Indemnified Party, acting reasonably. Upon the Indemnitor notifying the Indemnified Party in writing of its election to assume the defence and retain counsel, the Indemnitor shall not be liable to the Indemnified Party for legal expenses subsequently incurred by it in connection with such defence. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will reasonably discuss with the Indemnified Party all significant actions proposed.

(h) Notwithstanding Subsection 12(g), any Indemnified Party shall have the right, at the Indemnitor's expense, to employ counsel of such Indemnified Party's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the engagement of such counsel has been authorized by the Indemnitor; (ii) the Indemnitor has not assumed the defence and employed counsel therefor within 15 days after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Indemnitor has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including, without limitation, because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor (in which event and to that extent, the Indemnitor shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Indemnitor shall not have the right to assume or direct the defence on the Indemnified Party's behalf). In connection therewith, the reasonable fees and expenses (on normal commercial terms) of counsel retained by the Indemnified Party (which for purposes hereof shall be limited to one counsel representing all of the Indemnified Parties) as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its personnel at its normal *per diem* rate) shall be paid by the Indemnitor as they occur.

(i) No admission of liability and no settlement of any Claim shall be made without the written consent of the Indemnified Parties affected. No admission of liability shall be made and the Indemnitor shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its express consent.

(j) The Indemnitor waives any right the Indemnitor may have to require an Indemnified Party to proceed against or enforce any other right, power, remedy or security of Claim payment from any other person before claiming the indemnify provided for hereunder.

(k) The Indemnitor hereby waives all rights which it may have by statute or common law to recover contribution from any Indemnified Party in respect of losses, claims, costs, damages, expenses or liabilities which any of them may suffer or incur directly or indirectly (in this paragraph, "**losses**") by reason of or in consequence of a document containing a misrepresentation; provided, however, that such waiver shall not apply in respect of losses by reason of or in consequence of any misrepresentation which is based upon or results from information or statements furnished by or on behalf of or relating solely to an Indemnified Party.

(l) To the extent that any Indemnified Party is not a party to this Agreement, the Co-Lead Agents shall obtain and hold the right and benefit of the provisions under this Section 12 in trust for and on behalf of such Indemnified Party. The Corporation hereby acknowledges that the covenants of the Corporation are intended to be for the benefit of, and directly enforceable by, each Indemnified Party.

(m) The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor and each Indemnified Party. The foregoing provisions shall survive the closing of the Offering and/or the termination of this Agreement.

## 13. Expenses

Whether or not the purchase and sale of the Qualified Securities shall be completed, all costs and expenses of or incidental to the sale and delivery of the Qualified Securities and of or incidental to all matters in connection with the transactions herein shall be borne by the Corporation, including, without limitation, all expenses of or incidental to the issue, sale or distribution of the Qualified Securities, the fees and expenses of the Corporation’s counsel, auditors and independent experts, all costs incurred in connection with the preparation of documents relating to the Offering, and the reasonable out-of-pocket expenses incurred by the Agents, which shall include the reasonable fees and expenses of the Agents’ counsel (to a maximum of $70,000, exclusive of applicable taxes and disbursements). The Agents’ expenses will be netted out of the gross proceeds of the Offering and shall be paid to the Agents on the Closing Date.

## 14. Termination by the Agent Upon the Occurrence of Certain Events

(a) The Corporation shall use its commercially reasonable efforts to cause all conditions in this Agreement to be satisfied. It is understood that the Co-Lead 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 and signed by the Co-Lead Agents.

(b) The Co-Lead Agents, in their absolute discretion, will also be entitled to terminate and cancel the obligations of the Agents under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time if, since the date of this Agreement:

(i) any inquiry, investigation or other proceeding (whether formal or informal) is instituted or any order is issued by any federal, provincial, state, municipal, local or other Governmental Authority in Canada, including the Exchange, in respect of the Corporation or its securities (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Co-Lead Agents); or there is any change of law in

Canada, which in the opinion of the Co-Lead Agents, acting reasonably and in good faith, could reasonably have a significant adverse effect on the market price or value of the Qualified Securities;

(ii) there shall occur or come into effect any change in any material fact or a new material fact which, in the opinion of the Co-Lead Agents, acting reasonably and in good faith, would be expected to have a significant adverse effect on the market price or value of the Qualified Securities;

(iii) there shall exist or be discovered any material fact or circumstance that had not been disclosed prior to the date of this Agreement which, in the opinion of the Co-Lead Agents, acting reasonably and in good faith, results in or could be expected to result in a significant adverse effect on the market price or value of the Qualified Securities;

(iv) there has developed, occurred or come into effect or existence any occurrence, including any financial occurrence, of national or international consequence or any action, event, state, or condition that, in the opinion of the Co-Lead Agents, acting reasonably and in good faith, seriously adversely affects, or involved, or will seriously adversely affect or involve, the financial markets or the business, operations or affairs of the Corporation and the Subsidiaries taken as a whole or the market price or value of the Qualified Securities;

(v) there is any material breach or failure by the Corporation to comply with any terms, conditions or covenants in this Agreement, or in the event that any representation or warranty given by the Corporation in this Agreement becomes materially false and is not rectified as at the Closing Time; or

(vi) the state of the financial markets in Canada or elsewhere where it is planned to market the Qualified Securities is such that, in the opinion of the Co-Lead Agents, acting reasonably and in good faith, the Qualified Securities cannot be marketed profitably.

(c) If this Agreement is terminated by the Co-Lead Agents pursuant to Subsection 14(a), there will be no further liability 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 Section 12.

(d) The right of the Co-Lead Agents to terminate the obligations of the Agents under this Section 14 is in addition to such other remedies that 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.

## 15. Compensation of the Agents

In consideration of the Agents' services hereunder:

(a) at the Closing Time of the Marketed Offering, the Corporation shall:

(i) pay the Agents a cash commission (the "**Marketed Offering Commission**") equal to the sum of (A) 6% of the aggregate gross proceeds realized from the sale of Units by the Corporation pursuant to the Marketed Offering plus (B) 3% of the aggregate gross proceeds realized from the sale of Placement Units by the Corporation pursuant to the Concurrent Private Placement; and

(ii) issue to the Agents (in such name or names as the Agents may direct in writing) broker warrants (the "**Broker Warrants**") exercisable to acquire that number of Common Shares (the "**Broker Warrant Shares**") as is equal to the sum of (A) 6% of the aggregate number of Units sold pursuant to the Marketed Offering plus (B) 3% of the aggregate number of Placement Units sold pursuant to the Concurrent Private Placement; and

(b) at the Closing Time of the Over-Allotment Offering, the Corporation shall:

(i) pay to the Agents a cash commission (the “**Over-Allotment Option Commission**”) equal to 6% of the aggregate gross proceeds realized from the sale of Additional Units by the Corporation pursuant to the Over-Allotment Offering; and

(ii) issue to the Agents (in such name or names as the Agents may direct in writing) that number of Broker Warrants as is equal to 6% of the Additional Units sold pursuant to the Over-Allotment Offering.

Each Broker Warrant shall be exercisable to purchase one Broker Warrant Share at any time for a period of 24 months following the date of issue at an exercise price equal to the Issue Price.

The obligation of the Corporation to pay the Marketed Offering Commission and to issue the Broker Warrants related to the Marketed Offering shall arise at the Closing Time against payment for the Units. The obligation of the Corporation to pay the Over-Allotment Option Commission and to issue the Broker Warrants related to the Over-Allotment Offering shall arise at the closing of the Over-Allotment Offering.

Notwithstanding the foregoing, the Corporation may introduce investors who may participate in the Offering (the "**President's List**") for up to $600,000 of Units in the aggregate at the Issue Price. To the extent Units or Additional Units are purchased by persons on the President's List, the Commission (as defined herein) payable and Broker Warrants issuable to the Agents in respect of the Units or Additional Units issued to such President’s List purchasers shall be reduced, in the case of the Commission, to 3% of the aggregate Offering proceeds received from the sale of Units and Additional Units to such President’s List purchasers, and, in the case of the Broker Warrants, to 3% of the aggregate number of Units and Additional Units purchased by such President's List purchasers.

## 16. <u>Restrictions on Further Issues or Sales</u>

(a) During the period commencing on the date of this Agreement and ending on the day which is 90 days following the Closing Date, the Corporation will not, without the prior written consent of the Co-Lead Agents, such consent not to be unreasonably withheld or delayed, offer, pledge, sell, contract to sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase or otherwise transfer, lend or dispose of, directly or indirectly, Common Shares or securities convertible, exercisable or exchangeable for Common Shares, or agree to do any of the foregoing, except: (i) pursuant to the Offering, (ii) pursuant to the exercise of options issued pursuant to the Corporation's stock option plan in effect as of the date hereof, (iii) pursuant to the exercise of options or warrants outstanding as at the date hereof, (iv) pursuant to private placements at an offering price not less than the Issue Price, (v) to Gold Fields pursuant to its anti-dilution rights or the Concurrent Private Placement, or (vi) in connection with the bona fide acquisition by the Corporation of the shares or assets of other corporations or entities.

(b) The Corporation shall cause each of the directors and executive officers of the Corporation to enter into lock-up agreements substantially in the form set forth on Schedule A hereto, pursuant to which each such Person agrees to not, for a period ending 90 days after the Closing Date, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant, or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option to contract to sell, lend, swap or enter into any arrangement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire, Common Shares, directly or indirectly, unless (i) they first obtain the prior consent of the Co-Lead Agents, such consent not to be unreasonably withheld or delayed, or (ii) there occurs a take-over bid, arrangement or similar transaction involving the acquisition of the Corporation.

## 17. <u>No Fiduciary Relationship</u>

The Corporation hereby acknowledges that the Agents are acting solely as Agents in connection with the purchase and sale of the Corporation's securities contemplated hereby. The Corporation further acknowledges that the Agents are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agents act or be responsible as a fiduciary to the Corporation, its management, shareholders or creditors or any other person in connection with any activity that the Agents may undertake or have undertaken in furtherance of such purchase and sale of the Corporation's securities, either before or after the date hereof. The Agents hereby expressly disclaim any fiduciary or similar obligations to the Corporation, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Corporation hereby confirms its understanding and agreement to that effect. The Corporation and the Agents agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Agents to the Corporation regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Corporation's securities, do not constitute advice or recommendations to the Corporation. The Corporation and the Agents agree that the Agents are acting as principals and not the agents or fiduciaries of the Corporation and no Agent has assumed, and no Agent will assume, any advisory responsibility in favour of the Corporation with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Agent has advised or is currently advising the Corporation on other matters). The Corporation hereby waives and releases, to the fullest extent permitted by law, any claims that the Corporation may have against an Agent with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Corporation in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

## 18. Notices

Any notice or other communication to be given hereunder shall be in writing and shall be given by delivery or electronic transmission, as follows:

if to the Corporation:

Torq Resources Inc.
1177 West Hastings Street, Suite 1630
Vancouver, British Columbia
V6E 2K3, Canada

Attention: Shawn Wallace, Chief Executive Officer
Email: [Redacted]

with a copy (which shall not constitute notice) to:

McMillan LLP
1055 West Georgia Street, Suite 1500
Vancouver, British Columbia
V6E 4N7, Canada

Attention: Barbara Collins
Email: [Redacted]

or if to the Agents, c/o the Co-Lead Agents, to:

Paradigm Capital Inc.
95 Wellington Street West
Suite 2101
Toronto, Ontario
M5J 2N7, Canada

Attention: Chris Glavin
Email: [Redacted]

Red Cloud Securities Inc.
120 Adelaide Street West

Suite 1400
Toronto, Ontario
M5H 1T1, Canada

Attention: Bruce Tatters
Email: [Redacted]

with a copy (which shall not constitute notice) to:

McInnes Cooper
1300-1969 Upper Water Street
McInnes Cooper Tower – Purdy's Wharf
Halifax, NS B3J 3R7
Canada

Attention: Julie Robinson
Email: [Redacted]

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 four hours after being transmitted electronically 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 or email address.

**19. <u>Miscellaneous</u>**

(a) This Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of laws.

(b) Time is of the essence hereof.

(c) If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, such void or unenforceable provision will not affect or impair the validity of any other provision of this Agreement and will be severable from this Agreement.

(d) The provisions herein contained constitute the entire agreement between the parties relating to the Offering and supersede all previous communications, representations, understandings and agreements between the parties, including the engagement letter agreement dated November 8, 2023, between the Corporation and the Co-Lead Agents, with respect to the subject matter hereof whether verbal or written.

(e) Each of the parties hereto shall cause to be done all such acts and things or execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purposes of carrying out the provisions and intent of this Agreement.

(f) Except as expressly provided for in this Agreement, all representations, warranties, covenants and agreements of the Corporation and the Agents contained herein or contained in documents submitted pursuant to this Agreement and in connection with the transactions contemplated herein will survive the sale of the Qualified Securities and the termination of this Agreement and will continue in full force and effect for the benefit of the Agents or the Corporation, as applicable, regardless of any investigation by or on behalf of the Agents or the Corporation, as applicable, with respect thereto for a period of two years following the Closing Date.

(g) Unless otherwise indicated, all references herein to currency are to the lawful money of Canada.

(h) The sale of the Qualified Securities hereunder shall be as to the following percentages:

| **Name of Agent** | **Syndicate Position** |
|---|---|
| Paradigm Capital Inc. | 40% |
| Red Cloud Securities Inc. | 40% |
| Beacon Securities Limited | 20% |

(i) This Agreement may be executed and delivered in any number of counterparts and in electronic form, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

**[Signature page follows]**

If this Agreement accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing this Agreement where indicated below and returning same to us.

Yours very truly,

**PARADIGM CAPITAL INC.**

By: _(signed) "*Chris Glavin*" ________
Name: Chris Glavin
Title: Partner, Head of Syndication

**RED CLOUD SECURITIES INC.**

By: _(signed) "*Bruce Tatters*" _______
Name: Bruce Tatters
Title: Chief Executive Officer

**BEACON SECURITIES LIMITED**

By: _(signed) "*Daniel Belchers"*______
Name: Daniel Belchers
Title: Managing Director, Investment Banking

The foregoing is hereby accepted on the terms set forth above.

DATED this 22nd day of December, 2023.

**TORQ RESOURCES INC.**

Per: (signed) "*Shawn Wallace*"
Shawn Wallace
Chief Executive Officer

# SCHEDULE A
# FORM OF LOCK-UP AGREEMENT

## LOCK-UP AGREEMENT

Paradigm Capital Inc.
95 Wellington Street West, Suite 2101
Toronto, Ontario M5J 2N7

Red Cloud Securities Inc.
120 Adelaide Street West, Suite 1400
Toronto, Ontario M5H 1T1

Beacon Securities Limited
1592 Barrington St #600,
Halifax, Nova Scotia B3J 1Z6

Date: ●

**Re: Torq Resources Inc.**

Ladies & Gentlemen:

The undersigned is a director, officer, shareholder and/or securityholder of Torq Resources Inc. (the "**Corporation**"), a corporation governed by the *Business Corporations Act* (British Columbia). The undersigned understands that Paradigm Capital Inc. and Red Cloud Securities Inc., as co-lead agents (the "**Co-Lead Agents**") and Beacon Securities Limited (together with the Co-Lead Agents, the "**Agents**") have entered into an agency agreement (the "**Agency Agreement**") with the Corporation providing for the creation, issuance and sale of a minimum of 11,739,130, and up to a maximum of 26,086,956, units of the Corporation (the "**Units**") at a price of $0.23 per Unit (the "**Issue Price**") for aggregate gross proceeds to the Corporation of up to $6,000,000 (the "**Marketed Offering**"). Each Unit will consist of one common share of the Corporation (each, a "**Unit Share**") and one common share purchase warrant (a "**Warrant**"). Each Warrant shall be exercisable into one common share of the Corporation (each a "**Warrant Share**") for a period of three years from ● (the "**Closing Date**") at an exercise price of $0.30 per Warrant Share, subject to adjustment in accordance with the provisions of a warrant indenture (the "**Warrant Indenture**") to be entered into between the Corporation and Computershare Trust Company of Canada, as warrant agent.

Pursuant to the Agency Agreement, the Corporation also granted to the Agents an option (the "**Over-Allotment Option**"), exercisable, in whole or in part, at any time up to and including 30 days following the Closing Date, to sell that number of additional Units equal to 15% of the Units sold under the Marketed Offering (the "**Additional Units**") at the Issue Price (collectively, the "**Over-Allotment Offering**"). Each Additional Unit shall consist of one common share of the Corporation (an "**Additional Unit Share**") and one common share purchase warrant (each whole warrant, an "**Additional Warrant**"). Each Additional Warrant shall be exercisable into one common share (each an "**Additional Warrant Share**") for a period of three years from the Closing Date at an exercise price of $0.30 per Additional Warrant Share, subject to adjustment in accordance with the provisions of the Warrant Indenture.

The Marketed Offering and the Over-Allotment Offering are collectively referred to as the "**Offering**".

The undersigned recognizes that the Offering will benefit the Corporation and acknowledges that the Agents are relying on the representations, warranties and covenants of the undersigned contained in this Agreement in carrying out the Offering on the terms of the Agency Agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agrees not to, directly or indirectly, offer, sell, contract to sell, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any common shares or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire, common shares, beneficially owned or controlled, directly or indirectly, by the undersigned at the date of the Agency Agreement (collectively, the "**Subject Securities**"), for a period of 90 days following the Closing Date, unless (i) they first obtain the prior written consent of the Co-Lead Agents, such consent to not be unreasonably withheld or delayed, (ii) there occurs a take-over bid or similar transaction involving a change of control of the Corporation, or (iii) pursuant to the exercise of options already validly issued or other rights granted pursuant the Corporation's stock option plan or other compensation plans.

Notwithstanding anything to the contrary contained herein, the Subject Securities shall be released from the provisions of this Agreement ninety (90) days after the Closing Date.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement and agrees that this Agreement is irrevocable and will be binding on the undersigned and the undersigned's successors, heirs, personal representatives and permitted assigns.

The undersigned understands that if the Agency Agreement (other than the provisions thereof which survive termination) terminates or is terminated prior to payment for and delivery of the Units or the Additional Units pursuant to the Offering, the undersigned shall be released from all obligations under this Agreement.

This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

***[Remainder of page intentionally left blank]***

**DATED** as of the date first written above.

**[Name of signatory]**

Per: ______________________________
Name:

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

____________________________________

____________________________________

## SCHEDULE B

## COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule B, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the agency agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

**"Directed Selling Efforts"** means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule B, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities and includes, without limitation, the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of the Offered Securities;

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

**"General Solicitation"** or **"General Advertising"** means "general solicitation" or "general advertising", respectively, as used in Rule 502(c) of Regulation D under the U.S. Securities Act, including, without limitation, any advertisements, articles, notices or other communications published on the internet or in any newspaper, magazine or similar media or broadcast over radio, television, or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

**"Offshore Transaction"** means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

**"Regulation S"** means Regulation S adopted by the SEC under the U.S. Securities Act;

"**Rule 144A**" means Rule 144A promulgated by the SEC under the U.S. Securities Act;

"**Qualified Institutional Buyer**" means a "Qualified Institutional Buyer" as such term is defined in Rule 144A;

"**U.S. Affiliate**" means the U.S. broker-dealer affiliate of an Agent;

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

"**U.S. Placement Memorandum**" means the U.S. private placement memorandum (including a U.S. QIB Letter) describing the offer and resale of the Offered Securities 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 satisfactory to the Agents and the Corporation, to which will be attached the Prospectus;

"**U.S. QIB Letter**" means a Qualified Institutional Buyer Letter in the form included in the U.S. Placement Memorandum, and containing such representations, warranties, covenants and acknowledgements of the U.S. Purchaser (as hereinafter defined) signatory thereto customary for an offering of securities of the nature contemplated by this Schedule B; and

"**U.S. Securities Laws**" means all applicable securities legislation in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, including the rules and policies of the SEC and any applicable securities laws of any state of the United States.

**Representations, Warranties and Covenants of the Agents**

Each Agent, on behalf of itself and its U.S. Affiliate, if any, represents, warrants and covenants to the Corporation that:

(1) It acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and any applicable U.S. state securities laws.

(2) Neither the Agent nor its U.S. Affiliate have offered or sold nor will any of them offer or sell any Offered Securities except (A) in an Offshore Transaction in accordance with Rule 903 of Regulation S or (B) the offer and sale of Offered Securities in the United States to a Qualified Institutional Buyer that is also a U.S. Accredited Investor, purchasing pursuant to the exemption from registration afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under any applicable U.S. state securities laws, as provided in this Schedule B. Accordingly, none of the Agent, its U.S. Affiliate or any of their respective affiliates or any persons acting on their behalf (i) have engaged or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities; or (ii) except as permitted by this Schedule B, have made or will make (x) any offers to sell Offered Securities in the United States or (y) any sale of Offered Securities unless at the time the purchaser made its buy order therefor, the Agent, its U.S. Affiliate or other person acting on any of their behalf reasonably believed that such purchaser was outside the United States.

(3) Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States, or to or for the account or benefit of any U.S. person or any person in the United States, was or will be made only to Qualified Institutional Buyers that are also U.S. Accredited Investors with whom the Agent, its U.S. Affiliate or the Corporation has a pre-existing relationship prior to such offer or solicitation and a reasonable basis for believing to be a Qualified Institutional Buyer that is also a U.S. Accredited Investor.

(4) The Agent, through its U.S. Affiliate, will inform all purchasers of Offered Securities in the United States (“**U.S. Purchasers**”) that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws, that the Offered Securities are (and will be, when issued) "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and the Offered Securities are being offered and sold to such persons in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws.

(5) All offers and sales of Offered Securities made outside the United States by the Agent, the U.S. Affiliate, their respective affiliates or any persons acting on their behalf have been and will be made in Offshore Transactions.

(6) It acknowledges that until 40 days after the closing of the Offering, an offer or sale of the Offered Securities within the United States by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.

(7) With respect to Offered Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), the Agent represents that none of (i) the Agent or its U.S. Affiliate, (ii) the Agent or its U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or its U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Agent's or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) 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 in connection with sale of Regulation D Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any disqualifications described under Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"), 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. The Agent is not aware of any person (other than the Agents, their U.S. Affiliates and any selling person that has made in writing, in favour of the Corporation, the representations set forth in this paragraph as if it were the Agent) 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.

(8) It has not entered and will not enter into any contractual arrangement with respect to the distribution of Offered Securities in the United States, except with its U.S. Affiliate, or with the prior written consent of the Corporation. It shall require its U.S. Affiliate to agree, for the benefit of the Corporation, to comply with the same provisions of this Schedule B as apply to such Agent as if such U.S. Affiliate was a party to this Agency Agreement.

(9) All offers and sales of Offered Securities in the United States, or to or for the account or benefit of any U.S. Person or any person in the United States, have been and shall be made through the Agent’s U.S. Affiliate in compliance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is and will be, on the date of each offer or sale of Offered Securities in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the laws of each state where such offers and sales are made (unless exempted from such state’s registration requirements) and a member in good standing with the Financial Industry Regulatory Authority, Inc.

(10) Offers and sales of Offered Securities in the United States, or to or for the account or benefit of any U.S. Person or any person in the United States, by the Agent or its U.S. Affiliate

have not been and shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

(11) It will ensure that each Person in the United States that was offered Offered Securities by it or its U.S. Affiliate has been or shall be provided with the U.S. Placement Memorandum. It will ensure that each U.S. Purchaser purchasing Offered Securities from the Corporation, arranged by its U.S. Affiliate, shall (i) be provided, prior to the Closing Time, with the U.S. Placement Memorandum; and (ii) execute and deliver to the Agents, the U.S. Affiliates and the Corporation a U.S. QIB Letter.

(12) None of the Agent, its affiliates or any person acting on any of its or their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer and sale of the Offered Securities.

(13) Prior to the Closing Time, it will provide the Corporation and its transfer agent with a list of all U.S. Purchasers purchasing Offered Securities from the Corporation as arranged by its U.S. Affiliate.

(14) At the Closing Date, the Agent and its U.S. Affiliate will provide a certificate, substantially in the form of Exhibit I attached hereto, relating to the manner of the offer of Offered Securities in the United States, or such persons will be deemed to have represented and warranted to the Corporation that they did not offer or sell any Offered Securities in the United States.

**Representations, Warranties and Covenants of the Corporation**

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

(1) (a) The Corporation is, and at the Closing Time will be, a Foreign Issuer; (b) the Corporation is not now, and as a result of the offer and sale of Offered Securities contemplated hereby will not be, registered or required to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended; (c) none of the Corporation, any of its affiliates, or any person acting on its or their behalf (other than the Agents, their affiliates and any person acting on any of their behalf, as to which no representation, warranty, covenant or agreement is made), has engaged or will engage in any Directed Selling Efforts or has taken or will take any action (including the sale of securities in the United States) that would cause the exemption from the registration requirements of the U.S. Securities Act afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable for offers and sales of the Offered Securities pursuant to this Agreement; and (d) none of the Corporation, any of its affiliates, or any person acting on its or their behalf (other than the Agents, their affiliates or any person acting on any of their behalf, as to which no representation, warranty, covenant or agreement is made) has engaged or will engage in any form of General Solicitation or General Advertising in connection with the offer or sale of the Units in the United States or has otherwise acted in a manner involving a public offering within the meaning of

Section 4(a)(2) of the U.S. Securities Act in connection with the offer or sale of the Offered Securities in the United States.

(2) The Corporation reasonably believes now that there is, and at the Closing Time there will be, no "substantial U.S. market interest" with respect to its Common Shares or any other class of its equity securities, as such term is defined in Regulation S.

(3) All offers and sales of Offered Securities made outside the United States by the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Agents, their affiliates or any person acting on any of their behalf, as to which no representation, warranty, covenant or agreement is made), have been and will be made in Offshore Transactions within the meaning of Regulation S.

(4) Except with respect to offers and sales in accordance with this Schedule B to Qualified Institutional Buyers that are also U.S. Accredited Investors pursuant to the exemption from registration available under Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, their affiliates or any person acting on any of their behalf, as to which no representation, warranty, covenant or agreement is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States; or (B) any sale of Offered Securities unless, at the time the buy order was or will, have been originated, the purchaser is (i) outside the United States, or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.

(5) Since the date that is six months prior to start of the Offering, (i) it has not sold, offered for sale or solicited any offer to buy, and it will not 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 Offered Securities and would cause the exemptions from registration set forth in Rule 506(b) of Regulation D and similar exemptions under any applicable securities laws of any state of the United States or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities, and (ii) neither it nor any person acting on its behalf has engaged or will engage in any General Solicitation or General Advertising in connection with any offer or sale of the Offered Securities or otherwise in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D and similar exemptions under applicable U.S. state securities laws or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities.

(6) 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 such person for failure to comply with Rule 503 of Regulation D.

(7) With respect to Regulation D Securities offered and sold hereby, if any, 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 to whom no representation, warranty or covenant is made) (each, an "**Issuer Covered Person**") is subject to any 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 the Agent and its U.S. Affiliate a copy of any disclosures provided thereunder.

(8) The Corporation is not aware of any person (other than the Agents, their U.S. Affiliates and any selling person that has made in writing, in favour of the Corporation, the representations set forth in Section 1 above as if it were an Agent) 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.

(9) The Corporation will, within the prescribed time periods after the first sale of the Offered Securities in the United States, prepare and file any forms or notices required under the U.S. Securities Act or any applicable U.S. state securities laws in connection with the sale of the Offered Securities.

(10) Neither the Corporation nor any predecessor of the Corporation has had the registration of a class of securities under the U.S. Exchange Act revoked by the United States Securities and Exchange Commission pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.

(11) Neither the Corporation nor any of its affiliates has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Securities.

## EXHIBIT I TO SCHEDULE B

## AGENT'S CERTIFICATE

In connection with the private placement in the United States of Offered Securities of Torq Resources Inc. (the "**Corporation**"), pursuant to an agency agreement (the "**Agency Agreement**") dated November 10, 2023, between the Corporation, Paradigm Capital Inc., Red Cloud Securities Inc. and Beacon Securities Limited, the undersigned hereby certify as follows:

1. ________________________(the "**U.S. Affiliate**") is a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Exchange Act, and under the laws of each applicable state of the United States (unless exempted from the respective state's broker-dealer registration requirements), and was and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date hereof and on the date of each offer and sale made by it in the United States;

2. all offers of Offered Securities in the United States, or to or for the account or benefit of any U.S. Person or any person in the United States, were made only through the U.S. Affiliate to Qualified Institutional Buyers that are also U.S. Accredited Investors and have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements and U.S. Securities Laws;

3. immediately prior to offering or soliciting offers for the Offered Securities to persons in the United States, or to or for the account or benefit of any U.S. Person or any person in the United States, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer that is also a U.S. Accredited Investor, and, on the date hereof, we believe that each such offeree purchasing Offered Securities is a Qualified Institutional Buyer that is also a U.S. Accredited Investor;

4. we obtained from each person in the United States that is purchasing Offered Securities, an executed U.S. QIB Letter;

5. no form of General Solicitation or General Advertising was used by us, in connection with the offer of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons;

6. neither we nor any of our U.S. Affiliates have taken or will take any action which would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Securities;

7. no Dealer Covered Person is subject to disqualifications under Rule 506(d) under Regulation D; and

8. all offers of the Offered Securities in the United States have been conducted by us in accordance with the terms of the Agency Agreement, including Schedule B thereto.

Capitalized terms used but not defined in this certificate have the meanings given to them in the Agency Agreement (including Schedule B attached thereto).

Dated this __ day of __________________, 2023.

| **[AGENT]** | **[U.S. AFFILIATE]** |
|---|---|
| ____________________________ | ____________________________ |
| *Authorized Signatory* | *Authorized Signatory* |