

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-42750



NEXMETALS MINING CORP.

(Exact name of registrant as specified in its charter)

Province of British Columbia, Canada (State or other jurisdiction of incorporation or organization)	N/A (I.R.S. Employer Identification No.)
3123-595 Burrard Street Vancouver, British Columbia, Canada (Address of principal executive offices)	V7X 1J1 (Zip Code)

(604) 770-4334
(Registrant's telephone number, including area code)

Suite 3400, One First Canadian Place, P.O. Box 130,
Toronto, Ontario, Canada
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, no par value	NEXM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 13, 2025, there were 21,455,608 Common Shares issued and outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements



Unaudited Condensed Interim Consolidated Balance Sheets (Expressed in Canadian dollars)

		As at	
		September 30, 2025	December 31, 2024
	Notes	\$	\$
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	3	14,117,843	6,105,933
Prepaid expenses		1,040,240	540,288
Other receivables	4	1,346,625	972,022
TOTAL CURRENT ASSETS		16,504,708	7,618,243
NON-CURRENT ASSETS			
Exploration and evaluation assets	5	8,471,766	8,846,821
Property, plant and equipment	6	9,062,031	8,488,405
TOTAL NON-CURRENT ASSETS		17,533,797	17,335,226
TOTAL ASSETS		34,038,505	24,953,469
LIABILITIES			
CURRENT LIABILITIES			
Trade payables and accrued liabilities – current	7	5,800,791	3,893,216
Vehicle financing – current		153,383	136,935
Mortgage payable – current	8	238,110	-
DSU liability – current	11(c)	339,959	177,602
TOTAL CURRENT LIABILITIES		6,532,243	4,207,753
NON-CURRENT LIABILITIES			
Trade payables and accrued liabilities – non-current	7	146,091	584,364
Provision for leave and severance		1,332,309	1,001,936
Vehicle financing – non-current		130,127	109,202
Mortgage payable – non-current	8	1,175,034	-
Term Loan	9	-	18,983,212
NSR option liability	10	2,750,000	2,750,000
DSU liability – non-current	11(c)	337,467	764,062
TOTAL NON-CURRENT LIABILITIES		5,871,028	24,192,776
TOTAL LIABILITIES		12,403,271	28,400,529
SHAREHOLDERS' EQUITY (DEFICIENCY)			
Common Shares (no par value, unlimited Common Shares authorized) (issued and outstanding: September 30, 2025 - 21,455,608; December 31, 2024 - 9,285,424)	11	-	-
Preferred shares (no par value, 20,000,000 authorized) Series 1 Convertible Preferred Shares (no par value, 4,000,000 authorized) (issued and outstanding: September 30, 2025 - 118,186; December 31, 2025 - 118,186)	11	31,516	31,516
Additional paid-in capital		216,431,825	145,025,333
Deficit		(193,308,643)	(146,987,099)
Accumulated other comprehensive loss		(1,519,464)	(1,516,810)
TOTAL SHAREHOLDERS' EQUITY (DEFICIENCY)		21,635,234	(3,447,060)
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIENCY)		34,038,505	24,953,469
Nature of Operations and Going Concern (Note 1)			
Subsequent Event (Note 17)			

The accompanying notes are an integral part of these unaudited condensed interim consolidated financial statements.

Unaudited Condensed Interim Consolidated Statements of Operations and Comprehensive Loss
(Expressed in Canadian dollars)

	Notes	Three months ended September 30,		Nine months ended September 30,	
		2025	2024	2025	2024
		\$	\$	\$	\$
EXPENSES					
General exploration expenses	5	10,658,319	8,628,426	27,131,192	21,937,161
Depreciation and amortization	6	494,321	354,581	1,561,471	1,088,483
General and administrative expenses	16	2,726,180	1,831,539	6,301,584	4,764,507
Investor relations and communications		1,748,375	106,527	3,891,820	266,619
Director fees		105,943	317,497	354,059	882,410
Fair value movement of DSUs	11(c)	(442,727)	(153,304)	(73,792)	(473,820)
Net foreign exchange loss		282,941	146,359	566,184	360,361
LOSS FOR THE PERIOD BEFORE OTHER ITEMS		15,573,352	11,231,625	39,732,518	28,825,721
OTHER ITEMS					
Interest (income) expense, net		(70,381)	(13,388)	(323,276)	2,433
Interest expense and accretion on Term Loan	9	-	786,723	428,371	2,317,178
Impairment loss	5	501,497	-	501,497	-
Loss on Term Loan extinguishment	9	-	-	5,982,434	-
NET LOSS FOR THE PERIOD		16,004,468	12,004,960	46,321,544	31,145,332
OTHER COMPREHENSIVE LOSS (INCOME)					
Exchange differences on translation of foreign operations		(387,666)	(143,911)	2,654	(399,371)
TOTAL COMPREHENSIVE LOSS FOR THE PERIOD		15,616,802	11,861,049	46,324,198	30,745,961
Basic and diluted loss per share		0.75	1.29	2.56	3.81
Weighted average number of Common Shares outstanding					
– basic and diluted		21,452,865	9,285,424	18,064,228	8,165,007

The accompanying notes are an integral part of these unaudited condensed interim consolidated financial statements.

Unaudited Condensed Interim Consolidated Statements of Changes in Shareholders' Equity (Deficiency)
(Expressed in Canadian dollars)

Three months ended September 30							
	Notes	Number of shares	Preferred shares \$	Additional paid-in capital \$	Deficit \$	Accumulated other comprehensive (loss) income \$	Total shareholders' equity (deficiency) \$
BALANCE, JUNE 30, 2025		21,449,318	31,516	215,735,416	(177,304,175)	(1,907,130)	36,555,627
Net loss for the period		-	-	-	(16,004,468)	-	(16,004,468)
Exercise/settlement of share-based awards, net	11(c)	6,290	-	-	-	-	-
Share-based compensation	11(c)	-	-	696,409	-	-	696,409
Exchange differences on translation of foreign operations		-	-	-	-	387,666	387,666
BALANCE, SEPTEMBER 30, 2025		21,455,608	31,516	216,431,825	(193,308,643)	(1,519,464)	21,635,234
BALANCE, JUNE 30, 2024		9,285,424	31,516	143,874,771	(123,707,188)	(1,533,527)	18,665,572
Net loss for the period		-	-	-	(12,004,960)	-	(12,004,960)
Share issue costs		-	-	(19,245)	-	-	(19,245)
Share-based compensation		-	-	933,619	-	-	933,619
Exchange differences on translation of foreign operations		-	-	-	-	143,911	143,911
BALANCE, SEPTEMBER 30, 2024		9,285,424	31,516	144,789,145	(135,712,148)	(1,389,616)	7,718,897

The accompanying notes are an integral part of these unaudited condensed interim consolidated financial statements.

Unaudited Condensed Interim Consolidated Statements of Changes in Shareholders' Equity (Deficiency)...*continued*
(Expressed in Canadian dollars)

Nine months ended September 30						
Notes	Number of shares	Preferred shares \$	Additional paid-in capital \$	Deficit \$	Accumulated other comprehensive (loss) income \$	Total shareholders' (deficiency) equity \$
BALANCE, DECEMBER 31, 2024	9,285,424	31,516	145,025,333	(146,987,099)	(1,516,810)	(3,447,060)
Net loss for the period	-	-	-	(46,321,544)	-	(46,321,544)
Share capital issued through private placement	11(a)	8,394,953	49,709,891	-	-	49,709,891
Share issue costs – private placement	11(a)	-	(5,389,306)	-	-	(5,389,306)
Share capital issued through debt conversion	9	3,768,941	26,594,817	-	-	26,594,817
Share issue costs – debt conversion	9	-	(2,161,483)	-	-	(2,161,483)
Exercise/settlement of share-based awards, net	11(c)	6,290	-	-	-	-
Share-based compensation	11(c)	-	2,652,573	-	-	2,652,573
Exchange differences on translation of foreign operations	-	-	-	-	(2,654)	(2,654)
BALANCE, SEPTEMBER 30, 2025	21,455,608	31,516	216,431,825	(193,308,643)	(1,519,464)	21,635,234
BALANCE, DECEMBER 31, 2023	7,465,041	31,516	116,069,973	(104,566,816)	(1,788,987)	9,745,686
Net loss for the period	-	-	-	(31,145,332)	-	(31,145,332)
Share capital issued through private placement	1,814,070	-	28,239,254	-	-	28,239,254
Share issue costs	-	-	(1,232,925)	-	-	(1,232,925)
Exercise/settlement of share-based awards, net	6,313	-	-	-	-	-
Share-based compensation	-	-	1,712,843	-	-	1,712,843
Exchange differences on translation of foreign operations	-	-	-	-	399,371	399,371
BALANCE, SEPTEMBER 30, 2024	9,285,424	31,516	144,789,145	(135,712,148)	(1,389,616)	7,718,897

The accompanying notes are an integral part of these unaudited condensed interim consolidated financial statements.

Unaudited Condensed Interim Consolidated Statements of Cash Flows
(Expressed in Canadian dollars)

		Nine months ended September 30,	
		2025	2024
	Notes	\$	\$
OPERATING ACTIVITIES			
Net loss for the period		(46,321,544)	(31,145,332)
Adjustments to reconcile net loss to net cash used in operating activities:			
DSUs granted	11(c)	-	882,410
Fair value movement of DSUs	11(c)	(73,792)	(473,820)
Share-based compensation	11(c)	2,652,573	1,712,843
Depreciation and amortization	6	1,561,471	1,088,483
Provision for leave and severance		330,373	449,335
Interest and accretion, net		190,753	765,647
Accrued interest on lease liability		-	107,238
Loss on Term Loan extinguishment	9	5,982,434	-
DSU redemption	11(c)	(190,446)	-
Impairment loss	5	501,497	-
Changes in non-cash working capital			
Prepaid expenses and other receivables		(942,187)	(678,932)
Trade payables and accrued expenses		1,202,127	624,489
Net cash used in operating activities		(35,106,741)	(26,667,639)
INVESTING ACTIVITIES			
Acquisition of property, plant and equipment	6	(1,681,110)	(1,125,850)
Net cash used in investing activities		(1,681,110)	(1,125,850)
FINANCING ACTIVITIES			
Proceeds from issuance of units	11(a)	46,000,000	27,499,999
Share issue costs	9,11(a)	(2,371,203)	(295,578)
Vehicle loan financing, net of repayments		67,611	44,345
Mortgage financing	8	1,413,144	-
Lease payments		-	(1,112,496)
Net cash provided by financing activities		45,109,552	26,136,270
Effect of exchange rate changes on cash and cash equivalents		(309,791)	(230,032)
Change in cash and cash equivalents for the period		8,011,910	(1,887,251)
Cash and cash equivalents at the beginning of the period		6,105,933	19,245,628
Cash and cash equivalents at the end of the period		14,117,843	17,358,377
Supplemental cash flow information			
Income taxes paid		-	-
Interest paid		301,156	1,682,379

See Note 9 and 11(a) for noncash Financing Activities.

The accompanying notes are an integral part of these unaudited condensed interim consolidated financial statements.

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

1. NATURE OF OPERATIONS AND GOING CONCERN

a) Nature of Operations

NexMetals Mining Corp. and its wholly owned subsidiaries' (collectively, the "**Company**" or "**NEXM**" and formerly Premium Resources Ltd.) principal business activity is the exploration and evaluation of the Selebi and Selebi North nickel-copper-cobalt ("**Ni-Cu-Co**") mines in Botswana and related infrastructure (together, the "**Selebi Mines**"), as well as the nickel, copper, cobalt, platinum-group elements ("**Ni-Cu-Co-PGE**") Selkirk mine in Botswana, together with associated infrastructure and four surrounding prospecting licences (collectively, the "**Selkirk Mine**" and together with the Selebi Mines, the "**Mines**").

The common shares of NEXM ("**Common Shares**") are listed and posted for trading on the Nasdaq Capital Market (the "**Nasdaq**") and on the TSX Venture Exchange (the "**TSXV**") under the symbol "NEXM". Prior to June 11, 2025, the Company traded on the TSXV under its previous name and symbol, Premium Resources Ltd. and "PREM", respectively. The Company's head office is located at 3123-595 Burrard Street, Vancouver, British Columbia, Canada, V7X 1J1, and registered office is located at 1111 West Hastings Street, 15th Floor, Vancouver, British Columbia, Canada, V6E 2J3.

b) Going Concern

The Company, being in the exploration stage, is subject to risks and challenges similar to companies in a comparable stage of exploration and development. These risks include the challenges of securing adequate capital for exploration and advancement of the Company's material projects, operational risks inherent in the mining industry, and global economic and metal price volatility, and there is no assurance management will be successful in its endeavours.

These unaudited condensed interim consolidated financial statements have been prepared on the assumption that the Company will continue as a going concern, meaning it will continue in operation for the foreseeable future and will be able to realize assets and discharge liabilities in the ordinary course of operations. The ability of the Company to continue operations as a going concern is ultimately dependent upon achieving profitable operations and its ability to obtain adequate financing. The Company incurred a net loss of \$16,004,468 and \$46,321,544 for the three and nine months ended September 30, 2025, respectively. To date, the Company has not generated profitable operations from its resource activities and will need to invest additional funds in carrying out its planned evaluation, development and operational activities.

It is not possible to predict whether future financing efforts will be successful or if the Company will attain a profitable level of operations. These material uncertainties cast substantial doubt about the Company's ability to continue as a going concern. These unaudited condensed interim consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities and the reported expenses and comprehensive loss that might be necessary should the Company be unable to continue as a going concern. These adjustments could be material.

The properties in which the Company currently has an interest are in pre-revenue stage. As such, the Company is dependent on external financing to fund its activities. In order to carry out the planned activities and cover administrative costs, the Company will use its existing working capital and raise additional amounts as needed.

On October 28, 2025, the Company announced a brokered "best efforts" public offering in Canada and concurrent private placement in the United States (Note 17). On October 30, 2025, the Company announced an upsizing of the Offering for gross proceeds of up to \$80,000,070. Upon closing of the transaction, this will provide sufficient capital for the Company to pay the second instalment under the Selebi APA (defined in Note 5) of \$34,802,500 (US\$25,000,000) and fund operations in the near term, however the Company will need further funding to support advancement of the Selebi Mines and the Selkirk Mine toward the development stage.

Although the Company has been successful in its past fundraising activities, there is no assurance as to the success of future fundraising efforts or as to the sufficiency of funds raised in the future.

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

2. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

(a) Statement of Compliance

These unaudited condensed interim consolidated financial statements reflect the accounts of the Company and have been prepared in accordance with generally accepted accounting principles in the United States of America (“US GAAP”) for interim financial information and in accordance with the instructions in Article 10 of Regulation S-X promulgated by the U.S. Securities and Exchange Commission (the “SEC”).

Certain information or footnote disclosures normally included in annual financial statements prepared in accordance with US GAAP have been condensed or omitted, pursuant to the rules and regulations of the SEC for interim financial reporting. Accordingly, they do not include all the information and footnotes necessary for a complete presentation of financial position, results of operations, or cash flows. In the opinion of management, the accompanying unaudited condensed interim consolidated financial statements include all adjustments, consisting of a normal recurring nature, which are necessary for a fair presentation of the financial position, operating results and cash flows for the periods presented.

The accompanying unaudited condensed interim consolidated financial statements should be read in conjunction with the Company’s audited consolidated financial statements for the year ended December 31, 2024. The interim period results do not necessarily indicate the results that may be expected for any other interim period or for the full fiscal year.

(b) Basis of Preparation

These unaudited condensed interim consolidated financial statements have been prepared under the historical cost convention, modified by the revaluation of any financial assets and financial liabilities where applicable. The preparation of these unaudited condensed interim consolidated financial statements in accordance with US GAAP for interim financial information requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ materially from those estimates. The Company assessed certain accounting matters that generally require consideration of forecasted financial information in context with the information reasonably available to the Company as of September 30, 2025, and through the date of this Report filing.

Operating segments are reported in a manner consistent with the internal reporting provided to executive management. The Company determined that it has one reportable operating segment being that of the acquisition, exploration and evaluation of mineral properties in three geographic segments, which are Canada, Barbados and Botswana (Note 14).

The Company’s presentation currency is Canadian dollars. Reference herein of \$ or CAD is to Canadian dollars, US\$ or USD is to United States dollars, and BWP is to Botswana pula.

The significant accounting policies used in the preparation of these unaudited condensed interim consolidated financial statements are consistent with those used in the preparation of the audited annual consolidated financial statements for the year ended December 31, 2024. Except as described in Note 2(f) and (g), there were no changes in significant accounting policies during the three and nine months ended September 30, 2025.

(c) Reclassification

Certain comparative figures on the unaudited condensed interim consolidated balance sheets, unaudited condensed interim consolidated statements of operations and comprehensive loss, unaudited condensed interim consolidated statements of cash flows, and the notes to the unaudited condensed interim consolidated financial statements have been reclassified to conform to the current year presentation. These reclassifications have no effect on net loss or shareholders’ equity as previously reported. For the three and nine months ended September 30, 2024, an adjustment has been made to reduce share-based compensation by \$933,619 and \$1,712,843, respectively, on the face of the unaudited condensed interim consolidated statement of operations and comprehensive loss, and to increase general and administrative expenses by \$548,776 and \$1,082,348, respectively, and to increase general exploration expenses by \$384,843 and \$630,495, respectively. For the three and nine months ended September 30, 2024, general and administrative expenses were reduced by \$1,031,149 and \$2,974,563, respectively, with an increase to general exploration expenses of \$924,622 and \$2,707,944, respectively, and an increase to investor relations and communications of \$106,527 and \$266,619, respectively. For the nine months ended September 30, 2024, operating cash outflows attributable to the purchase of spares of \$989,920 were reclassified to investing cash outflows. Trade payables and accruals of \$584,364 were reclassified from current to non-current for the year ended December 31, 2024.

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

(d) Share Consolidation

On June 20, 2025, the Company consolidated its Common Shares on the basis of twenty (20) pre-consolidated shares for every one (1) post-consolidation share (the “**Share Consolidation**”). No fractional shares were issued in connection with the Share Consolidation. All fractional shares created by the Share Consolidation were rounded to the nearest whole number of Common Shares, with any fractional interest representing one-half (1/2) or more Common Shares entitling holders thereof to receive one whole Common Share.

As a result of the Share Consolidation, the number of Common Shares issuable upon exercise of outstanding warrants has been adjusted in accordance with the applicable warrant terms, such that each warrant now entitles the holder to receive one post-consolidation Common Share for every twenty Common Shares previously issuable, at a proportionally adjusted exercise price. The total number of warrants outstanding was not affected by the Consolidation. For comparative and presentation purposes, all warrant figures presented herein, including the number of warrants outstanding and the number of Common Shares issuable upon exercise, are presented on a post-consolidation basis.

The exercise price, number of Options outstanding, and number of Common Shares issuable upon the exercise of outstanding Options presented in these financial statements were proportionately adjusted to reflect the Share Consolidation. Further, the number of restricted share units and deferred share units, and number of Common Shares issuable upon the vesting of restricted share units presented in these financial statements were also proportionately adjusted to reflect the Share Consolidation. All information respecting outstanding Common Shares and other securities of the Company, including basic and diluted loss per share, in the current and comparative periods presented herein give effect to the Share Consolidation.

(e) Basis of Consolidation

These unaudited condensed interim consolidated financial statements include the financial statements of the Company and its wholly owned subsidiaries as summarized in the table below. All intercompany transactions, balances, income and expenses are eliminated upon consolidation.

Name of Entity	Place of Incorporation	Percentage Ownership	Functional Currency
NexMetals Mining Corp.	British Columbia, Canada		CAD
NAN Exploration Inc.	Ontario, Canada	100	CAD
PNR Amalco Ltd.	Ontario, Canada	100	CAD
Premium Resources International Ltd.	Barbados	100	USD
Premium Resources Selkirk (Barbados) Limited	Barbados	100	USD
Premium Resources Selebi (Barbados) Limited	Barbados	100	USD
Premium Nickel Group Proprietary Limited	Botswana	100	BWP
Premium Nickel Resources Proprietary Limited	Botswana	100	BWP

(f) Debt Extinguishment

Upon the extinguishment of debt, the difference between the amount paid on extinguishment, including miscellaneous costs of reacquisition, and the net carrying amount of the debt being extinguished, being the amount due at maturity, adjusted for unamortized premiums, discounts, and costs of issuance, is recognized as a gain or loss when the debt is extinguished. The fair value of the assets transferred or the fair value of an equity interest granted is used in accounting for the settlement of the debt unless the fair value of the debt being settled is more clearly evident.

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

Recently Adopted Accounting Pronouncements

(g) ASU 2023-09, *Income Taxes: Improvements to Income Tax Disclosures*

In December 2023, the Financial Accounting Standards Board (“FASB”) issued a final standard on improvements to income tax disclosures. The standard requires disaggregated information about a reporting entity’s effective tax rate reconciliation as well as information on income taxes paid. The Company adopted the new standard effective January 1, 2025, and will include certain additional disclosures in the notes to its consolidated financial statements for the year ending December 31, 2025.

Recently Issued Accounting Pronouncements and Disclosures Not Yet Adopted

(h) ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures*

In November 2024, FASB issued an Accounting Standards Update (“ASU”) which will require entities to provide disaggregated disclosure of specified categories of expenses that are included on the face of the income statement, including: purchases of inventory, employee compensation, depreciation, amortization and depletion. This ASU becomes effective January 1, 2027. The Company is assessing the impact of this ASU, and upon adoption, may be required to include certain additional disclosures in the notes to its consolidated financial statements.

3. CASH AND CASH EQUIVALENTS

A summary of the Company’s cash and cash equivalents is detailed in the table below:

	September 30, 2025	December 31, 2024
	\$	\$
Cash	13,830,343	4,015,933
Short-term deposits	287,500	2,090,000
Total cash and cash equivalents	14,117,843	6,105,933

4. OTHER RECEIVABLES

A summary of the Company’s other receivables is detailed in the table below:

	September 30, 2025	December 31, 2024
	\$	\$
HST paid on purchases	440,574	503,235
VAT paid on purchases	894,905	468,787
Other receivables	11,146	-
Total other receivables	1,346,625	972,022

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

5. EXPLORATION AND EVALUATION ASSETS

The exploration and evaluation assets of the Company consist of the acquisition costs of mining assets located in Botswana:

	Botswana		Total \$
	Selebi \$	Selkirk \$	
Balance, December 31, 2023	8,285,523	309,275	8,594,798
Foreign currency translation	242,955	9,068	252,023
Balance, December 31, 2024	8,528,478	318,343	8,846,821
Impairment loss - Phikwe South and Southeast Extension	(501,497)	-	(501,497)
Foreign currency translation	121,752	4,690	126,442
Balance, September 30, 2025	8,148,733	323,033	8,471,766

The following is a description of the Company's exploration and evaluation assets and the related spending commitments:

Botswana Assets - Selebi and Selkirk

In September 2021, the Company executed the Selebi Asset Purchase Agreement ("Selebi APA") with the BCL Limited ("BCL") liquidator to acquire the Selebi Mines formerly operated by BCL. In January 2022, the Company closed the transaction and ownership of the Selebi Mines transferred to the Company.

Pursuant to the Selebi APA, the aggregate purchase price payable to the seller for the Selebi Mines shall be the sum of \$78,652,330 (US\$56,750,000), which amount shall be paid in three instalments:

- \$2,086,830 (US\$1,750,000) payable on the closing date. This payment has been made. The Company also made care and maintenance funding contributions in respect of the Selebi Mines from March 22, 2021, to the closing date of \$6,164,688 (US\$5,178,747).
- \$34,802,500 (US\$25,000,000) payable upon the approval by the Botswana Ministry of Mineral Resources, Green Technology and Energy Security ("MMRGTES") of the Company's Section 42 and Section 43 applications (for the further extension of the mining license and amendment of mining programme, respectively) which are to be submitted in March 2026 and require a compliant economic study.
- \$41,763,000 (US\$30,000,000) payable on the completion of mine construction and production start-up (commissioning) by the Company, but not later than four years after the approval by the MMRGTES of the Company's Section 42 and Section 43 applications.

The total acquisition cost of the Selebi Mines included the first instalment of \$2,086,830 (US\$1,750,000) and the payment of the care and maintenance funding contribution of \$6,164,688 (US\$5,178,747). As per the terms and conditions of the Selebi APA, the Company has the option to cancel the second and third payments and return the Selebi Mines to the liquidator if the Company determines that the Selebi Mines are not economical. The Company also has an option to pay in advance the second and third payments if the Company determines that the Selebi Mines are economical.

In addition to the Selebi APA, the purchase of the Selebi Mines is also subject to a royalty agreement as well as a contingent consideration agreement with the liquidator. The royalty agreement consists of a net smelter returns royalty (the "Selebi NSR") of 2% on the net value of sales of concentrate or other materials with respect to production from the Selebi mining licence, of which the Company has the right to buy-back 50% (Note 10). The contingent consideration agreement consists of two components: (i) a sliding scale payment of US\$0.50/tonne of ore up to US\$1.40/tonne of ore with respect to the discovery of new mineable deposits greater than 25 million tonnes of ore from a base case of 15.9 million tonnes, with a minimum grade of 2.5% nickel equivalent, accrued at the time of a decision to mine; and (ii) price participation of 15% on post-tax net earnings directly attributable to an increase of 25% or more in commodity prices, on a quarterly basis, for a period of seven years from the date of first shipment of concentrate or other materials.

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(Expressed in Canadian dollars)

The Company also negotiated a separate asset purchase agreement (the “**Selkirk APA**”) with the liquidator of Tati Nickel Mining Company (“**TNMC**”) in January 2022 to acquire the Selkirk deposit and related infrastructure formerly operated by TNMC. The transaction closed in August 2022.

The Selkirk APA does not provide for a purchase price or initial payment for the purchase of the assets. The acquisition cost of the Selkirk Mine of \$327,109 (US\$244,954) was the care and maintenance funding contribution from April 1, 2021, to the closing date of the Selkirk APA. The Selkirk APA provides that if the Company elects to develop the Selkirk Mine first, the payment of the second Selebi instalment of \$34,802,500 (US\$25,000,000) would be upon the approval by the MMRGTES of the Company’s Section 42 and Section 43 applications (for the further extension of the Selkirk mining licence and amendment of the Selkirk mining programme, respectively). For the third Selebi instalment of \$41,763,000 (US\$30,000,000), if the Selkirk Mine were to be commissioned earlier than the Selebi Mines, the payment would trigger on the Selkirk Mine’s commission date. The Selkirk APA provides for a three-year study phase originally expiring August 17, 2025, which has been extended for one year to August 17, 2026.

In addition to the Selkirk APA, the purchase of the Selkirk Mine is also subject to a royalty agreement as well as a contingent consideration agreement with the liquidator. The royalty agreement consists of a net smelter returns royalty (the “**Selkirk NSR**”) of 1% on the net value of sales of concentrate or other materials with respect to production from the Selkirk mining licence, which the Company has the right to buy-back in full (Note 10). The contingent consideration agreement is on similar terms as the Selebi Mines contingent consideration.

In August 2023, the Company entered into a binding commitment letter with the liquidator of BCL to acquire a 100% interest in two additional deposits (“**Phikwe South**” and the “**Southeast Extension**”) located adjacent to and immediately north of the Selebi North shaft. The agreement has since lapsed and on August 11, 2025, the Company informed the liquidator of BCL that it would no longer be pursuing the acquisition of the Phikwe South and the Southeast Extension deposits. As a result, the Company recorded an impairment loss of \$501,497 during the quarter ended September 30, 2025, related to care and maintenance costs during the evaluation period of the properties in 2023, which had been previously capitalized as part of the Selebi Mines acquisition cost.

Both the Selebi Mines and Selkirk Mine are subject to a royalty payable to the Botswana Government of 5% of all precious metals sales and 3% of all base metals sales.

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General Exploration Expenses

Details of the general exploration expenses by nature are presented as follows:

	Three months ended September 30, 2025				Three months ended September 30, 2024			
	Selebi	Selkirk	Other	Total	Selebi	Selkirk	Other	Total
	\$	\$	\$	\$	\$	\$	\$	\$
Drilling	1,490,905	818,759	-	2,309,664	2,447,533	-	-	2,447,533
Site operations, administration, & overhead	1,108,662	213,844	107,576	1,430,082	963,676	133,705	32,885	1,130,266
Infrastructure & equipment maintenance	770,407	100,497	-	870,904	1,007,060	-	-	1,007,060
Geology	1,089,997	535,669	-	1,625,666	848,407	314,210	-	1,162,617
Mine development	828,308	-	-	828,308	813,436	-	-	813,436
Electricity	1,557,944	6,945	-	1,564,889	730,320	6,752	-	737,072
Engineering & technical studies	432,178	164,461	-	596,639	265,929	49,555	-	315,484
Geophysics	124,688	148,161	-	272,849	251,156	25,534	-	276,690
Freight, tools, supplies, & other consumables	631,199	27,744	-	658,943	209,849	-	-	209,849
Health & safety	133,997	474	-	134,471	68,303	-	-	68,303
Environmental, social & governance	206,729	-	-	206,729	75,273	-	-	75,273
Share-based compensation	90,841	68,334	-	159,175	307,874	76,969	-	384,843
Total	8,465,855	2,084,888	107,576	10,658,319	7,988,816	606,725	32,885	8,628,426

	Nine months ended September 30, 2025				Nine months ended September 30, 2024			
	Selebi	Selkirk	Other	Total	Selebi	Selkirk	Other	Total
	\$	\$	\$	\$	\$	\$	\$	\$
Drilling	5,209,483	1,521,991	-	6,731,474	5,007,436	-	-	5,007,436
Site operations, administration, & overhead	3,402,903	600,316	260,318	4,263,537	3,372,205	338,115	128,600	3,838,920
Infrastructure & equipment maintenance	2,212,685	100,498	-	2,313,183	2,835,796	-	-	2,835,796
Geology	2,109,834	865,740	-	2,975,574	2,337,533	347,507	-	2,685,040
Mine development	2,205,097	-	-	2,205,097	2,176,668	-	-	2,176,668
Electricity	3,287,186	15,597	-	3,302,783	2,103,650	22,079	-	2,125,729
Engineering & technical studies	1,770,926	192,056	-	1,962,982	530,366	173,556	-	703,922
Geophysics	594,456	169,100	-	763,556	747,519	118,372	-	865,891
Freight, tools, supplies, & other consumables	1,153,992	115,345	-	1,269,337	660,362	93	-	660,455
Health & safety	354,612	4,103	-	358,715	179,480	43	-	179,523
Environmental, social & governance	367,508	-	-	367,508	227,286	-	-	227,286
Share-based compensation	411,631	205,815	-	617,446	504,395	126,100	-	630,495
Total	23,080,313	3,790,561	260,318	27,131,192	20,682,696	1,125,865	128,600	21,937,161

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6. PROPERTY, PLANT AND EQUIPMENT

The tables below set out costs and accumulated depreciation and amortization as at September 30, 2025, and December 31, 2024:

Cost	Land and Buildings ⁽¹⁾ \$	Equipment ⁽¹⁾ \$	Furniture & Fixtures \$	Vehicles \$	Computer & Software \$	Total \$
Balance – December 31, 2023	2,909,637	5,476,434	191,899	398,032	567,407	9,543,409
Additions	73,049	1,129,567	30,121	111,629	6,543	1,350,909
Foreign currency translation	86,264	(22,306)	3,857	11,561	35,317	114,693
Balance – December 31, 2024	3,068,950	6,583,695	225,877	521,222	609,267	11,009,011
Additions	-	1,803,272	2,826	207,774	3,698	2,017,570
Foreign currency translation	45,220	28,995	2,581	8,283	9,007	94,086
Balance – September 30, 2025	3,114,170	8,415,962	231,284	737,279	621,972	13,120,667
Accumulated Depreciation and Amortization	Land and Buildings ⁽¹⁾	Equipment ⁽¹⁾	Furniture & Fixtures	Vehicles	Computer & Software	Total
Balance – December 31, 2023	170,256	401,409	19,079	106,083	145,948	842,775
Depreciation during the year	110,535	1,229,847	14,750	113,688	162,644	1,631,464
Foreign currency translation	2,609	13,358	750	4,581	25,069	46,367
Balance – December 31, 2024	283,400	1,644,614	34,579	224,352	333,661	2,520,606
Depreciation during the period	72,265	1,073,719	22,406	116,934	276,147	1,561,471
Foreign currency translation	4,740	(40,084)	613	4,219	7,071	(23,441)
Balance – September 30, 2025	360,405	2,678,249	57,598	345,505	616,879	4,058,636
Carrying Value	Land and Buildings ⁽¹⁾	Equipment ⁽¹⁾	Furniture & Fixtures	Vehicles	Computer & Software	Total
Balance – December 31, 2024	2,785,550	4,939,081	191,298	296,870	275,606	8,488,405
Balance – September 30, 2025	2,753,765	5,737,713	173,686	391,774	5,093	9,062,031

Note:

(1) Land and Buildings contains the Syringa Lodge right-of-use (“ROU”) asset and Equipment contains the drilling equipment supply agreement ROU asset. The Company obtained full title to these assets during the year ended December 31, 2024.

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7. TRADE PAYABLES AND ACCRUED LIABILITIES

A summary of trade payables and accrued liabilities is detailed in the table below:

	September 30, 2025	December 31, 2024
	\$	\$
Amounts due to related parties (Note 12)	11,500	1,259,665
Trade payables	3,643,080	2,493,306
Accrued liabilities	963,930	724,609
Severance payable	1,328,372	-
Total	5,946,882	4,477,580
Less: current portion	5,800,791	3,893,216
Non-current portion	146,091	584,364

Severance payable at September 30, 2025 includes amounts due to the Company's former Chief Executive Officer and Chief Financial Officer related to their departures from the Company, of which: \$48,697 is payable in equal monthly installments until December 31, 2026, and \$59,792 is payable in equal monthly installments until July 31, 2026, respectively. The Company has reported \$1,182,281 of this amount as current and \$146,091 as non-current at September 30, 2025. For the year ended December 31, 2024, the corresponding amount due to the Company's former Chief Executive Officer of \$1,168,729 was reported in amounts due to related parties, of which \$584,364 was reported as current.

8. MORTGAGE PAYABLE

On August 20, 2025, the Company's indirect wholly owned Botswanan subsidiary, Premium Nickel Resources Proprietary Limited ("PNRP"), entered into a mortgage in respect of the Company's previously acquired Syringa Lodge located near the Selebi Mines. The Company had acquired the Syringa Lodge to house non-local personnel and consultants when visiting the Selebi Mines and for additional office space. The proceeds of the mortgage were used to fund ongoing drilling programs at the Selebi Mines.

The principal amount of the mortgage is \$1,413,144 (BWP 13,680,000), is denominated in Botswanan pula, bears interest at Absa Prime Lending Rate (6.76% at September 30, 2025) plus 1.5% per annum, is repayable in sixty (60) equal monthly blended instalments of principal and interest with a maturity date of August 20, 2030, and is secured by the Syringa Lodge. There is no fee for prepayment, and the mortgage is subject to a cash flow to debt service covenant which takes into consideration parent company capital contributions and is to be assessed based on each calendar year.

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9. TERM LOAN

The Company had a three-year term loan (the “**Term Loan**”) with Cymbria Corporation (“**Cymbria**”), the lender and an affiliate of the Company’s largest shareholder, EdgePoint Investment Group Inc. (“**EdgePoint**”), in the amount of \$20,882,353 which bore interest at a rate of 10% per annum and was to mature on June 28, 2026.

On March 18, 2025, the Company closed a financing transaction (the “**March 2025 Financing**”) which included a non-brokered private placement (Note 11(a)) and the conversion of the Term Loan to equity (the “**Debt Conversion**”).

The Company issued to Cymbria an aggregate of 3,480,392 units (each, a “**Settlement Unit**”) at a deemed issue price of \$6.00 per Settlement Unit in full satisfaction of the \$20,882,353 principal amount outstanding under the Term Loan. Each Settlement Unit consisted of one Common Share of the Company and one Common Share purchase warrant (each, a “**Settlement Warrant**”) of the Company. Accrued interest under the Term Loan, up to the date of the Debt Conversion, in the amount of \$268,896, was settled in cash.

Each Settlement Warrant entitles the holder to acquire one additional Common Share of the Company at a price of \$8.00 per Common Share until March 18, 2028. If, at any time prior to the expiry date, the volume-weighted average trading price of the Common Shares is at least \$40.00 per Common Share for a period of 20 trading days, the Company may, at its option, accelerate the expiry date with 30 days’ notice to the Settlement Warrant holders.

The fair value of the Common Shares issued as part of the Settlement Units was estimated at \$17,727,018 and was determined by applying an implied discount for lack of marketability to the market observed price on the date of issuance. The fair value of the Settlement Warrants was estimated at \$7,398,104 using a Monte Carlo model. The \$5,982,434 difference between the fair value of the Settlement Units issued of \$25,125,122 and the carrying amount of the Term Loan of \$19,142,687 was recognized as a loss in the current period.

The Monte Carlo model used to value the Settlement Warrants was based on the following assumptions:

	Settlement Warrants
Expected dividend yield	0%
Share price	\$ 5.00
Expected share price volatility	81.8%
Risk free interest rate	2.57%
Expected life of warrant	3 years

The volatility was determined by calculating the historical volatility of the Company’s share price over a 3-year period using daily closing prices. The formula used to compute historical volatility is the standard deviation of the logarithmic returns. The same implied discount for lack of marketability for purposes of the Common Shares valuation was also applied to the share price for the Settlement Warrants valuation.

In connection with the March 2025 Financing, the Company issued: (i) 200,000 Common Shares to TriView Capital Ltd. (“**TriView**”) for its services as finder; (ii) 450,000 Common Shares to Fiore Management and Advisory Corp. (“**Fiore**”) and 187,500 Common Shares to Bowering Projects Ltd. (“**Bowering**”) for certain advisory services; and (iii) 179,335 Common Shares to a financial advisor for financial advisory services. The fair value of these shares was determined to be \$5,179,586. In addition to the Common Shares, the Company incurred various legal, listing and financing fees payable in cash totalling \$2,371,203. Certain of these fees were allocated between the non-brokered private placement (Note 11(a)) and Debt Conversion transactions based on the value of the units issued under each transaction.

All securities issued as part of the Debt Conversion are subject to a hold period, which expired July 19, 2025, with the exception of the Common Shares issued to Fiore and Bowering which have a hold period expiring March 19, 2026.

The following is a continuity of the Term Loan:

	\$
Term Loan balance, December 31, 2023	17,956,423
Accrued interest	2,082,530
Accretion of warrant value and transaction costs	1,026,789
Interest paid	(2,082,530)
Term Loan balance, December 31, 2024	18,983,212
Accrued interest	268,896
Accretion of warrant value and transaction costs	159,475
Interest paid	(268,896)
Debt Conversion	(19,142,687)
Term Loan balance, September 30, 2025	-

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10. NSR OPTION

In 2023, Cymbria paid an aggregate of \$2,750,000 (“**Option Payment**”) to two subsidiaries of NEXM to acquire a right to participate with such subsidiaries in the exercise of certain contractual rights. The Option Payment was allocated to PNRP and PNGP (defined below) for \$2,500,000 and \$250,000, respectively.

As the NSR options are exercisable entirely at the discretion of Cymbria and the underlying projects are in the exploration stage, the fair value of the call and put on the options as at September 30, 2025, and December 31, 2024 is \$nil. The Option Payment received in cash was recorded as a non-current liability.

NEXM’s indirect wholly owned subsidiary, PNRP, acquired the Selebi Mines in January 2022 out of liquidation. Pursuant to the acquisition agreement, the liquidator retained a 2% net smelter returns royalty on the Selebi Mines. PNRP has a contractual right to repurchase one-half of the Selebi NSR at a future time on payment by PNRP to the liquidator of \$27,842,000 (US\$20,000,000).

PREM’s indirect wholly owned subsidiary, Premium Nickel Group Proprietary Limited (“**PNGP**”), acquired the Selkirk Mine in August 2022 out of liquidation. Pursuant to the acquisition agreement, the liquidator retained a 1% net smelter returns royalty on the Selkirk Mine. PNGP has a contractual right to repurchase the entirety of the Selkirk NSR at a future time on payment by PNGP to the liquidator of \$2,784,200 (US\$2,000,000).

Each of PNRP and PNGP has agreed to grant Cymbria, in exchange for the Option Payment, an option to participate in any such repurchase of the applicable portion of its NSR from the relevant liquidator. Cymbria will, following the exercise of its option to participate in any such repurchase, acquire a 0.5% NSR royalty on the applicable property by paying an amount equal to one half of the repurchase price payable by PNRP or PNGP pursuant to the applicable NSR, less the Option Payment paid at closing pursuant to the relevant option agreement among Cymbria and PNRP or PNGP. Cymbria also has the right: (i) at any time following the date of any buyback exercise notice from PNRP and/or PNGP and prior to the first anniversary of sale of product, to terminate the option and receive from PNRP and/or PNGP a refund of the related option price paid by Cymbria; (ii) upon receipt from PNRP and/or PNGP of any termination, settlement or waiver of the buyback right or royalty agreement and prior to the first anniversary of sale of product, to exercise the option or terminate the option, and if terminated PNRP and/or PNGP shall refund the related option price paid by Cymbria; (iii) to exercise the option and compel PNRP and/or PNGP to exercise the buyback right at any time within the first nine months immediately following the first anniversary of sale of product and not less than 60 days prior to the date of exercise of the buyback right; and (iv) to require PNRP and/or PNGP to repurchase the option from Cymbria for an amount equal to the option price at any time commencing on the first anniversary of sale of product, provided PNRP and/or PNGP have not provided a buyback exercise notice or notice of any termination, settlement or waiver of the buyback right or royalty agreement to Cymbria.

Under the NSR option purchase agreements, Cymbria could acquire a 0.5% net smelter returns royalty on the Selebi Mines and Selkirk Mine upon payment of \$11,279,490 (US\$8,102,500) and \$1,127,949 (US\$810,250), respectively.

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11. SHARE CAPITAL

As disclosed in Note 2(d), the Share Consolidation has been applied retrospectively herein.

The authorized capital of the Company comprises an unlimited number of Common Shares without par value and 20,000,000 Preferred Shares, issuable in series, of which 4,000,000 are authorized to be designated as Series 1 Convertible Preferred Shares.

There are currently 118,186 Series 1 Convertible Preferred Shares outstanding, without par value, which are convertible at a ratio of 180:1, to 657 Common Shares.

a) Common Shares Issued and Outstanding

Nine months ended September 30, 2025

On March 18, 2025, the Company closed the March 2025 Financing which included a non-brokered private placement and the conversion of its \$20,882,353 three-year Term Loan with Cymbria (Note 9).

The non-brokered private placement (the “**Private Placement**”) consisted of issuing 7,666,667 units (each, a “**Private Placement Unit**”) of the Company at a price of \$6.00 per unit for aggregate gross proceeds of \$46,000,000. Each Private Placement Unit consisted of one Common Share of the Company and one-half of one Common Share purchase warrant (each whole warrant, a “**Private Placement Warrant**”) of the Company. Each Private Placement Warrant entitles the holder to acquire one additional Common Share at a price of \$11.00 per share until March 18, 2028.

In connection with the March 2025 Financing, the Company issued: (i) 200,000 Common Shares to TriView for its services as finder; (ii) 450,000 Common Shares to Fiore and 187,500 Common Shares to Bowering for certain advisory services; and (iii) 179,335 Common Shares to a financial advisor for financial advisory services. The fair value of these shares was determined to be \$5,179,586. In addition to the Common Shares, the Company incurred various legal, listing and financing fees payable in cash totalling \$2,371,203. Certain of these fees were allocated between the Private Placement and Debt Conversion (Note 9) transactions based on the value of the units issued under each transaction.

All securities issued as part of the Private Placement are subject to a hold period which expired July 19, 2025, with the exception of the Common Shares issued to Fiore and Bowering which have a hold period expiring March 19, 2026.

The fair value of the Common Shares issued under the Private Placement was estimated at \$39,048,922 and was determined by applying an implied discount for lack of marketability to the market observed price on the date of issuance. The fair value of the Private Placements Warrants was estimated at \$6,951,078 using the Black-Scholes Option Pricing Model.

The fair value of the Private Placement Warrants was calculated using the following assumptions:

	Private Placement Warrants
Expected dividend yield	0%
Share price	\$ 5.00
Expected share price volatility	81.8%
Risk free interest rate	2.57%
Expected life of warrant	3 years

The volatility was determined by calculating the historical volatility of the Company’s share price over a 3-year period using daily closing prices. The formula used to compute historical volatility is the standard deviation of the logarithmic returns. The same implied discount for lack of marketability for purposes of the Common Shares valuation was also applied to the share price for the Settlement Warrants valuation.

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During the nine months ended September 30, 2025, 2,124 Common Shares were issued for the net exercise of 12,000 Options, and 4,166 Common Shares were issued for the vesting and settlement of RSUs.

As at September 30, 2025, the Company had 21,455,608 Common Shares issued and outstanding (December 31, 2024 – 9,285,424).

Year ended December 31, 2024

On June 14, 2024, the Company closed the first tranche of a non-brokered private placement offering (the “**June 2024 Financing**”), pursuant to which the Company issued an aggregate 961,730 units of the Company (the “**June 2024 Units**”) at a price of \$15.60 per June 2024 Unit for aggregate gross proceeds of \$15,002,999. Each June 2024 Unit was comprised of one Common Share and one Common Share purchase warrant of the Company (each, a “**June 2024 Warrant**”).

On June 21, 2024, the Company closed the second tranche of the June 2024 Financing and issued an additional 801,090 June 2024 Units at \$15.60 per June 2024 Unit for gross proceeds of \$12,497,000.

Each June 2024 Warrant entitles the holder thereof to acquire one Common Share for a period expiring 60 months following the date of issuance at a price of \$22.00 per Common Share. If, at any time prior to the expiry date, the volume-weighted average trading price of the Common Shares is at least \$40.00 per Common Share for a period of 20 trading days, the Company may, at its option, accelerate the expiry date with 30 days’ notice to the June 2024 Warrant holders.

In connection with the June 2024 Financing, the Company issued 51,250 June 2024 Units (comprised of 51,250 Common Shares and 51,250 non-transferable June 2024 Warrants) to a financial advisor.

The fair value of the June 2024 Warrants, calculated using the Monte Carlo model, was estimated at \$12,533,135. Gross proceeds of \$27,499,999 and related issuance costs of \$358,746 in cash, and the value of \$1,087,755 for 51,250 June 2024 Units granted to the financial advisor were allocated to the Common Shares and the June 2024 Warrants based on relative fair values. The key inputs used in the Monte-Carlo model were as follows:

	June 14, 2024	June 21, 2024
Expected dividend yield	0%	0%
Share price	\$ 16.20	\$ 16.80
Expected share price volatility	83.17%	83.71%
Risk free interest rate	3.23%	3.30%
Expected life of warrant	5 years	5 years

The volatility was determined by calculating the historical volatility of stock prices of the Company over a 5-year period using daily closing prices. The formula used to compute historical volatility is the standard deviation of the logarithmic returns.

During the year ended December 31, 2024, 6,313 Common Shares were issued for the net exercise of 13,905 Options.

b) Warrants

The following summarizes Common Share purchase warrant activity:

	Nine months ended September 30, 2025		Year ended December 31, 2024	
	Number Outstanding	Weighted Average Exercise Price \$	Number Outstanding	Weighted Average Exercise Price \$
Outstanding, beginning of the year	2,126,342	23.02	344,555	30.00
Issued	7,313,726	9.57	1,814,070	22.00
Expired	(11,072)	(35.00)	(32,283)	(41.00)
Outstanding, end of the period	9,428,996	12.58	2,126,342	23.02

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

At September 30, 2025, the Company had outstanding Common Share purchase warrants exercisable to acquire Common Shares as follows:

Warrants Outstanding	Warrants Exercisable	Expiry Date	Exercise Price \$	Intrinsic Value \$
301,200	301,200	June 28, 2026	28.75	-
1,012,981	1,012,981	June 14, 2029	22.00	-
801,089	801,089	June 21, 2029	22.00	-
3,833,334	3,833,334	March 18, 2028	11.00	-
3,480,392	3,480,392	March 18, 2028	8.00	-
9,428,996	9,428,996			-

c) Omnibus Plan

During the second quarter of 2025, the Company adopted a new “rolling up to 10%” long-term omnibus incentive plan (the “**Omnibus Plan**”) which replaces the Company’s existing stock option plan, restricted share unit plan, and deferred share unit plan.

The Omnibus Plan provides for the award of Restricted Share Units (“**RSUs**”), Deferred Share Units (“**DSUs**”) and options to purchase Common Shares (“**Options**” and together with RSUs and DSUs, “**Awards**”) to directors, officers, employees and consultants upon approval by the Board of Directors. The maximum aggregate number of Common Shares issuable in respect of all past and future Awards granted or issued, at any point, shall not exceed 10% of the total number of issued and outstanding Common Shares on a non-diluted basis at such point in time, subject to certain participation limits on grants. No Award granted or issued under the Omnibus Plan, other than Options, may vest before the date that is one year following the date it is granted or issued.

Options

An Option is an Award that gives a participant the right to purchase one Common Share at a specified price. The exercise price of each Option shall not be less than the discounted market price on the grant date and as approved by the Board of Directors of the Company. The Options can be granted for a maximum term of ten years.

The following summarizes the Option activity:

	Nine months ended September 30, 2025		Year ended December 31, 2024	
	Number Outstanding	Weighted Average Exercise Price \$	Number Outstanding	Weighted Average Exercise Price \$
Outstanding, beginning of the year	779,343	25.60	674,401	27.80
Granted	299,000	9.99	170,500	21.00
Exercised	(12,000)	(9.00)	(13,905)	(17.20)
Expired/cancelled	(52,553)	(19.53)	(51,653)	(40.20)
Outstanding, end of the period	1,013,790	21.51	779,343	25.60

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

The total intrinsic value of Options exercised for the nine months ended September 30, 2025, was \$30,996 (year ended December 31, 2024 - \$149,405).

During the nine months ended September 30, 2025, the Company granted an aggregate of 299,000 Options to employees, directors, officers and consultants with a term of five years. The Options have a weighted average exercise price of \$9.99 per Common Share. Of the 299,000 Options granted, 287,500 vest as to one-half on the date of grant and the balance on the first anniversary of the date of grant, 7,000 vested immediately on the date of grant, and 4,500 vest annually in equal thirds beginning on the date of grant.

For the three and nine months ended September 30, 2025, a total of \$287,499 (three months ended September 30, 2024 - \$933,619) and \$1,665,111 (nine months ended September 30, 2024 - \$1,712,843), respectively, was recorded as share-based compensation expense and credited to additional paid-in capital related to Options.

The fair value of Options granted was calculated using the Black-Scholes Option Pricing Model. The volatility was determined using the historical daily volatility over the expected life of the Options. The expected life of the Options considered the contractual term of the Options, as well as an estimate of the time to exercise. The Black-Scholes Option Pricing Model used the following assumptions:

	Nine months ended September 30, 2025	Year ended December 31, 2024
Expected dividend yield	0%	0%
Expected forfeiture rate	0%	0%
Expected share price volatility range	76.3-78.6%	74.2-79.8%
Weighted average expected share price volatility	77.5%	75.9%
Risk free interest rate	2.54%-2.70%	2.91%-3.23%
Expected life of Options	2.5-3.5 years	2.5-3.5 years

Details of Options outstanding as at September 30, 2025, are as follows:

Options Outstanding	Options Exercisable	Expiry Date	Exercise Price \$	Intrinsic Value \$
160,736	160,736	January 26, 2026	7.80	-
21,250	21,250	February 25, 2026	32.00	-
55,335	55,335	September 29, 2026	18.20	-
49,940	49,940	October 25, 2026	40.00	-
97,499	97,499	January 20, 2027	48.00	-
163,330	108,887	August 8, 2028	35.00	-
151,700	101,133	August 14, 2029	22.00	-
15,000	10,833	December 4, 2029	9.80	-
287,500	143,750	March 18, 2030	10.00	-
11,500	8,500	April 24, 2030	9.80	-
1,013,790	757,863			-

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

RSUs

A RSU is an Award that upon settlement, entitles the recipient participant to receive one Common Share. The number, terms, and vesting conditions of RSUs awarded will be determined by the Board of Directors from time to time. The Company uses the fair value method of accounting for the recording of RSU grants, and the fair value of the RSUs was determined based on the closing price of the Company's Common Shares on the grant date.

During the nine months ended September 30, 2025, the Company granted an aggregate of 158,750 RSUs to employees, directors, officers and consultants with each RSU vesting in full on the first anniversary of the date of grant.

The following is a continuity of the RSUs which are fixed and are not subject to vesting conditions other than service:

	Nine months ended September 30, 2025		Year ended December 31, 2024	
	Number Outstanding	Weighted Average Grant-Date Fair Value Per Award \$	Number Outstanding	Weighted Average Grant-Date Fair Value Per Award \$
Outstanding, beginning of the year	50,000	12.00	-	-
Granted	158,750	8.20	50,000	12.00
Vested / Settled	(4,166)	(12.00)	-	-
Outstanding, end of the period	204,584	9.04	50,000	12.00

For the three and nine months ended September 30, 2025, a total of \$408,908 (three months ended September 30, 2024 - \$nil) and \$987,460 (nine months ended September 30, 2024 - \$nil), respectively, was recorded as share-based compensation expense and credited to additional paid-in capital related to RSUs.

DSUs

DSUs are granted annually by the Board of Directors and outstanding DSUs are settled in cash upon redemption. The number and vesting conditions of DSUs awarded will be determined by the Board of Directors from time to time. Each director may elect to receive any part or all of their director fees in DSUs.

The DSUs credited to the account of a director may only be redeemed following the date upon which the holder ceases to be a director but prior to the end of the calendar year following the year in which the holder ceases to be a director.

The following is a continuity of the DSUs:

	Number of Awards	Price ⁽¹⁾ \$	Fair Value \$
DSUs outstanding at December 31, 2023	36,548	24.20	884,481
Granted	71,688	14.24	1,020,523
Fair value adjustment			(963,340)
DSUs outstanding at December 31, 2024	108,236	8.70	941,664
Redeemed	(19,335)	9.85	(190,446)
Fair value adjustment			(73,792)
DSUs outstanding at September 30, 2025	88,901	12.60	677,426
Less: current portion	39,915	12.60	339,959
Non-current portion	48,986	12.60	337,467

Note:

(1) For DSUs granted and outstanding, price represents the closing price of the Company's Common Shares on the grant date and balance sheet date, respectively. For DSUs redeemed, price represents the volume weighted average price on the TSXV for the last five trading days immediately preceding the redemption date.

During the nine months ended September 30, 2025, the Company did not grant DSUs. During the three and nine months ended September 30, 2025, the Company recorded a fair value adjustment gain of \$442,727 and \$73,792, respectively, on the outstanding DSUs. During the three and nine months ended September 30, 2024, the DSU compensation, net of fair value adjustments, was \$164,193 and \$408,590, respectively.

The DSUs are classified as a derivative financial liability measured at fair value, with changes in fair value recorded in profit or loss. The fair value of the DSUs was determined based on the closing price of the Company's Common Shares on the respective balance sheet date. As at September 30, 2025, the Company reassessed the fair value of the DSUs at \$677,426 and recorded the amount as a DSU liability (December 31, 2024 - \$941,664).

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

12. RELATED PARTY TRANSACTIONS

The following amounts due to related parties are included in trade payables and accrued liabilities (Note 7).

	September 30, 2025	December 31, 2024
	\$	\$
Directors and officers of the Company	11,500	1,259,665
Total	11,500	1,259,665

Included in the amounts due to related parties at December 31, 2024, is \$1,168,729 due to the Company's former Chief Executive Officer related to his departure from the Company and is payable in equal monthly installments of \$48,697 until December 31, 2026. The former Chief Executive Officer was not considered a related party at September 30, 2025.

These amounts are unsecured, non-interest bearing and have 30-day fixed terms of repayment with the exception of the retirement payment, as noted above.

(a) Related party transactions

During 2024, EdgePoint and its affiliates, related parties of the Company, subscribed for 384,615 June 2024 Units as part of the June 2024 Financing. As of December 31, 2024, EdgePoint and its affiliates beneficially owned 1,191,661 Common Shares and 685,815 warrants, representing approximately 12.8% of the issued and outstanding Common Shares (approximately 18.8% on a partially-diluted basis assuming the exercise of all warrants held by EdgePoint).

On March 18, 2025, the Company closed the March 2025 Financing which included the conversion of its Term Loan held by EdgePoint and its affiliates to equity (Note 9). The Company issued to EdgePoint and its affiliates an aggregate of 3,480,392 Settlement Units. As of September 30, 2025, EdgePoint and its affiliates beneficially owned an aggregate of 4,672,053 Common Shares and 4,166,207 warrants, representing approximately 21.8% of the outstanding Common Shares (approximately 34.5% on a partially-diluted basis assuming the exercise of all warrants held by EdgePoint).

In connection with the Private Placement (Note 11(a)), certain insiders of the Company subscribed for an aggregate of 196,833 Private Placement Units for gross proceeds of \$1,181,000.

For the three and nine months ended September 30, 2025, the Company paid interest of \$nil (three months ended September 30, 2024 - \$524,912) and \$268,896 (nine months ended September 30, 2024 - \$1,563,324), respectively, to Cymbria. For the three and nine months ended September 30, 2025, the Company recognized a loss on the Debt Conversion of \$nil and \$5,982,434 (three and nine months ended September 30, 2024 - \$nil), respectively.

(b) Key management personnel are defined as members of the Board of Directors and certain senior management.

Key management compensation was related to the following:

	Three months ended September 30,		Nine months ended September 30,	
	2025	2024	2025	2024
	\$	\$	\$	\$
Salaries and management fees	186,145	269,615	646,654	761,797
Severance and transition costs	728,611	-	728,611	-
Site operations and administration	337,566	534,426	1,173,023	1,714,022
Director fees, net of DSU fair value movements	(336,784)	164,193	280,267	408,590
Share-based compensation	273,923	426,534	1,019,060	868,530
Total compensation	1,189,461	1,394,768	3,847,615	3,752,939

For the three and nine months ended September 30, 2025, the Company incurred \$728,611 in severance and transition costs related to the departure of the Company's former Chief Financial Officer (three and nine months ended September 30, 2024 - \$nil).

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

13. FAIR VALUE OF FINANCIAL INSTRUMENTS

ASC 820 - Fair Value Measurement establishes a three-tier fair value hierarchy. The fair value hierarchy's three tiers are based on the extent to which inputs used in measuring fair value are observable in the market, and are as follows:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; and

Level 3: One or more significant inputs used in a valuation technique are unobservable in determining fair values of the asset or liability.

Determination of fair value and the resulting hierarchy requires the use of observable market data whenever available. The classification of an asset or liability in the hierarchy is based upon the lowest level of input that is significant to the measurement of fair value.

The carrying value of cash and cash equivalents, trade payables and accrued liabilities approximate their fair value due to their short-term nature and therefore have been excluded from the table below. A summary of the carrying value and fair value of other financial instruments were as follows:

	Classification	September 30, 2025		December 31, 2024	
		Carrying Value \$	Fair Value \$	Carrying Value \$	Fair Value \$
DSU liability	Level 1	677,426	677,426	941,664	941,664
Vehicle financing	Level 2	283,510	283,510	246,137	246,137
Mortgage payable	Level 2	1,413,144	1,413,144	-	-
Term loan	Level 3	-	-	18,983,212	20,862,478
NSR option liability	Level 2	2,750,000	2,750,000	2,750,000	2,750,000

DSU liability – the fair value of the DSUs is measured using the closing price of the Company's Common Shares at the end of each reporting period.

Vehicle financing and mortgage payable – the fair values approximate carrying values as the interest rates are comparable to current market rates.

Term loan – the term loan was carried at amortized cost. The fair value measurement of the term loan was based on an income approach.

NSR option liability – The fair value of the NSR options is determined using a valuation model that incorporates such factors as discounted cash flow projections, metal price volatility, and risk-free interest rate. As the NSR options are exercisable entirely at the discretion of Cymbria and the underlying projects are in the exploration stage, the fair value of the call and put on the options as at September 30, 2025, and December 31, 2024, is \$nil.

The following represents a summary of the Company's future debt maturities based on the principal amounts outstanding at September 30, 2025:

2025 \$	2026 \$	2027 \$	2028 \$	2029 \$	Thereafter \$	Total \$
122,348	376,919	341,166	319,279	313,288	223,654	1,696,654

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

14. SEGMENTED INFORMATION

The Company has identified its Chief Executive Officer as its Chief Operating Decision Maker (“CODM”). The CODM evaluates the Company’s performance and segmented results based on Loss for the Period Before Other Items. The significant segment expenses reviewed by the CODM are consistent with the expense line items presented in Loss for the Period Before Other Items in the Company’s unaudited condensed interim consolidated statements of operations and comprehensive loss. The CODM uses Loss for the Period Before Other Items to assess segment performance against the Company’s planned results, and to allocate capital investment.

The Company operates in one reportable operating segment being that of the acquisition, exploration and evaluation of mineral properties in three geographic segments, being Botswana, Barbados and Canada. The Company’s geographic segments are as follows:

	September 30, 2025	December 31, 2024
	\$	\$
Current assets		
Canada	10,939,252	4,066,121
Barbados	471,513	89,446
Botswana	5,093,943	3,462,676
Total	16,504,708	7,618,243
Exploration and evaluation assets		
Botswana	8,471,766	8,846,821
Property, plant and equipment		
Botswana	9,062,031	8,488,405

15. CONTINGENT LIABILITIES

There are no environmental liabilities associated with the Mines as at the acquisition dates as all liabilities incurred prior to the acquisitions are the responsibility of the sellers, BCL and TNMC. The Company has an obligation for the rehabilitation costs arising subsequent to the acquisitions. As of September 30, 2025, there were no material rehabilitation costs for which the Company expects to incur, and management is not aware of or anticipating any contingent liabilities that could impact the financial position or performance of the Company related to its exploration and evaluation assets.

Notes to the Unaudited Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2025 and 2024

(Expressed in Canadian dollars)

16. GENERAL AND ADMINISTRATIVE EXPENSES

Details of the general and administrative expenses are presented in the following table:

	Three months ended September 30,		Nine months ended September 30,	
	2025	2024	2025	2024
	\$	\$	\$	\$
Advisory and consultancy	65,696	96,262	122,367	268,710
Filing fees	129,693	189,783	221,767	460,485
General office expenses	86,807	122,890	222,949	310,469
Insurance	184,625	79,235	337,975	249,591
Professional fees	615,249	363,868	1,345,853	925,498
Salaries and management fees	378,264	430,725	1,286,935	1,467,406
Severance and transition costs	728,611	-	728,611	-
Share-based compensation	537,235	548,776	2,035,127	1,082,348
Total	2,726,180	1,831,539	6,301,584	4,764,507

For the three and nine months ended September 30, 2025, the Company incurred \$728,611 in severance and transition costs related to the departure of the Company's former Chief Financial Officer (three and nine months ended September 30, 2024 – \$nil).

17. SUBSEQUENT EVENT

On October 28, 2025, the Company announced a brokered “best efforts” public offering in Canada and concurrent private placement in the United States (the “**Offering**”). On October 30, 2025, the Company announced an upsizing of the Offering to 14,035,100 units of the Company (the “**November 2025 Units**”) at a price of \$5.70 per November 2025 Unit for aggregate gross proceeds of up to \$80,000,070.

Each November 2025 Unit will consist of one Common Share and one common share purchase warrant of the Company (each, a “**November 2025 Warrant**”). Each November 2025 Warrant will entitle the holder to acquire one Common Share for a period expiring 24 months following the date of issuance at a price of \$8.00.

The agents will receive a cash fee equal to 6% of the gross proceeds of the Offering, subject to a reduced cash fee equal to 2.0% for sales to certain individuals on gross proceeds of up to \$7,000,000 million.

The Offering is expected to close on November 17, 2025 (the “**Closing Date**”) and remains subject to customary closing conditions.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this “**Report**”) for NexMetals Mining Corp. contains forward-looking statements that relate to future events or our future financial performance. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by the forward-looking statements. These risks and other factors include those listed under “*Risk Factors*” in Part II, Item 1A of this Report. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “continue” or the negative of these terms or other comparable terminology. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Also, forward-looking statements represent our management’s beliefs and assumptions only as of the date hereof. You should read this Report and the documents that we have filed as exhibits to this Report completely and with the understanding that our actual future results may be materially different from what we expect.

Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

Unless otherwise indicated, all references to “\$,” “C\$” and “dollars” in this Report refer to Canadian dollars, references to “US\$” in this Report refer to United States dollars and references to “BWP” in this Report refer to Botswanan pula. On September 30, 2025, the daily exchange rate: (i) for one United States dollar expressed in Canadian dollars was US\$1.00 = C\$1.3921 (or C\$1.00 = US\$0.7183); (ii) for one Botswanan pula expressed in Canadian dollars was BWP 1.00 = C\$0.1033 (or C\$1.00 = BWP 9.6805); and (iii) for one Botswanan pula expressed in United States dollars was BWP 1.00 = US\$0.0742 (or US\$1.00 = BWP 13.4763). “This quarter” or “the quarter” means the third quarter (“Q3”) of 2025.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following management’s discussion and analysis (this “**MD&A**”) of our financial condition and results of operation should be read in conjunction with the unaudited condensed interim consolidated financial statements of the Company and accompanying notes thereto for the quarters ended September 30, 2025, and 2024 (the “**Quarterly Financial Statements**”) appearing elsewhere in this Report. This discussion and analysis below includes forward-looking statements within the meaning of applicable securities laws that are subject to risks, uncertainties and other factors described in the “*Risk Factors*” section in Part II, Item 1A of this Report that could cause actual results to differ materially from those anticipated in these forward-looking statements as a result of various factors. Additionally, our historical results are not necessarily indicative of the results that may be expected for any period in the future. We caution you to read the “*Cautionary Note Regarding Forward-Looking Statements*” section of this Report.

In this MD&A, unless the context otherwise requires, references to “the Company” or “NEXM” refer to NexMetals Mining Corp. and its consolidated subsidiaries. All monetary amounts in the discussion are expressed in Canadian dollars unless otherwise indicated.

Company Overview

NEXM is a mineral exploration and development company focused on the discovery and advancement of high-quality copper-nickel-cobalt-platinum group elements (“**Cu-Ni-Co-PGE**”) resources. The principal assets of the Company are the Selebi Main and Selebi North copper-nickel-cobalt (“**Cu-Ni-Co**”) mines in Botswana and related infrastructure (together, the “**Selebi Mines**”), as well as the Cu-Ni-Co-PGE Selkirk mine in Botswana, together with associated infrastructure and four surrounding prospecting licenses (collectively, the “**Selkirk Mine**” and together with the Selebi Mines, the “**Mines**”). NEXM is committed to governance through transparency, accountability, and open communication among NEXM’s team and stakeholders.

The Company’s principal business activity is the exploration and evaluation of the Mines. The Selebi and Selkirk Mines are permitted with 10-year mining licences, granted in 2022, and renewable upon the submission of approved mine plans and other customary conditions, and benefit from significant local infrastructure. The Company’s Selebi Mines include two shafts, the Selebi Main and Selebi North shafts, and related infrastructure such as rail, power and roads.

NEXM is headquartered in Vancouver, British Columbia, Canada and its common shares (the “**Common Shares**”) are publicly traded on the Nasdaq Capital Market (the “**Nasdaq**”) and the TSX Venture Exchange (the “**TSXV**”) under the symbol “NEXM”. Prior to June 11, 2025, the Company traded on the TSXV under its previous name and symbol, Premium Resources Ltd. and PREM, respectively.

Highlights and Key Developments:

- On January 31, 2025, the Company filed the Selkirk Mineral Resource Estimate (“**MRE**”) in conformance with the SEC’s Modernized Property Disclosure Requirements for Mining Registrants as described in Subpart 229.1300 of Regulation S-K, Disclosure by Registrants Engaged in Mining Operations (S-K 1300) and Item 601(b)(96) Technical Report Summary, entitled “*S-K 1300 Technical Report Summary, Selkirk Nickel Project, North East District, Republic of Botswana*” (the “**Selkirk TRS**”) and dated January 8, 2025 (with an effective date of November 1, 2024) for its Selkirk Mine. The Selkirk MRE provides a solid foundation for advancing the Selkirk deposit to an economic study.
- On March 18, 2025, the Company closed a significant recapitalization of the Company which included a \$46.0 million non-brokered equity private placement and the equity conversion of its \$20.9 million three-year term loan with Cymbria Corporation. The March 2025 Financing has resulted in the successful deleveraging of the Company’s balance sheet and has provided the Company with the funds necessary to advance its new strategic direction. On March 20, 2025, Morgan Lekstrom was appointed as the Company’s Chief Executive Officer. For a summary of the transactions, see “*Liquidity & Capital Resources — Financings*”.

- The Company announced the following appointments to the board of directors (the “**Board of Directors**” or the “**Board**”):
 - Chris Leavy on March 25, 2025
 - André van Niekerk on April 24, 2025; and
 - Philipa Varris on July 23, 2025.

The Company also appointed Paul Martin to Chairman of the Board, previously serving as Director and Interim Chief Executive Officer, on March 20, 2025. James K. Gowans retired as Chairman of the Board but continues as a director of the Company. The Company also announced the retirements of William O'Reilly, Don Newberry, and Norman MacDonald as directors of the Company.

- On April 10, 2025, the Company announced a new strategic direction for the Mines. The Company’s strategic direction is aimed at rapidly demonstrating the size potential of the Selebi North and Selebi Main deposits. The Company is aggressively executing a carefully designed exploration drilling program at the Selebi Mines while concurrently finalizing metallurgical work to identify the optimal mineral processing method to consider in a future economic study. In addition, the Company is advancing the Selkirk Mine through ongoing work programs focused on resource expansion and metallurgical flowsheet development. For more information relating to the activities, see “*Exploration and Evaluation Activities and Mineral Properties*” below.
- On June 3, 2025, shareholders approved the Company’s adoption of a new “rolling up to 10%” long-term omnibus incentive plan which replaces the Company’s existing stock option plan, restricted share unit plan, and deferred share unit plan.
- On June 9, 2025, the Company announced that it changed its name from “Premium Resources Ltd.” to “NexMetals Mining Corp.” On June 11, 2025, the Company’s Common Shares commenced trading on the TSXV under the new name and new stock ticker symbol, “NEXM”.
- On June 16, 2025, the Company announced the appointment of Brett MacKay as Senior Vice President & Chief Financial Officer.
- On June 20, 2025, the Company’s Common Shares were consolidated on the basis of twenty (20) pre-consolidated shares for every one (1) post-consolidation share in connection with the Company’s listing on the Nasdaq which requires a minimum bid price of US\$4.00 per share under its initial listing requirements.
- On July 16, 2025, the Company’s Common Shares began trading on the Nasdaq under the symbol “NEXM”.
- On July 17, 2025, the Company announced that it had received a non-binding letter of interest (“**LI**”) from the Export-Import Bank of the United States (“**EXIM**”). The LI indicates the potential for up to US \$150 million in financing, with a maximum 15-year repayment tenor, to support the re-development of the Company’s Mines.
- On October 10, 2025, the Company announced that it had continued out of the provincial jurisdiction of Ontario into the jurisdiction of the Province of British Columbia under the Business Corporations Act (British Columbia).
- On October 28, 2025, the Company announced a brokered “best efforts” public offering in Canada and concurrent private placement in the United States. On October 30, 2025, the Company announced an upsizing of the Offering to 14,035,100 units of the Company at a price of \$5.70 per November 2025 Unit for aggregate gross proceeds of up to \$80,000,070, with each unit consisting of one Common Share and one common share purchase warrant. The net proceeds from the Offering are expected to be used to fund the prepayment of the first contingent milestone payment under the Selebi APA and Selkirk APA, the timing of which is planned prior to the end of 2025, to advance exploration and development activities at the Mines, and for working capital and general corporate purposes. See “*Liquidity and Capital Resources – Financings*”.

Corporate Social Responsibility

The Company is committed to conducting its business in a socially responsible and sustainable manner, with a focus on environmental stewardship, health and safety, community engagement and ethical conduct. The Company has established policies and procedures in its *Code of Business Conduct and Ethics* to ensure compliance with applicable laws and regulations, as well as industry standards for responsible mining. NEXM recognizes the importance of stakeholder engagement and works closely with local communities, indigenous groups and other stakeholders to ensure their concerns and perspectives are heard and addressed.

Exploration and Evaluation Activities

The following table outlines the key milestones, estimated timing and costs related to each of the Mines, based on the Company's reasonable expectations, intended courses of action and current assumptions and judgement, with information based as of September 30, 2025.

Key Milestones for Project	Expected Timing of Completion	Anticipated Costs
Exploration and Development		
Selebi Mines and Selkirk Mine exploration and drilling programs	Ongoing, costs to December 31, 2025	\$1.9 million to \$2.5 million
Selebi Mines underground development	Ongoing, costs to December 31, 2025	\$0.4 million to \$0.7 million
Capital expenditures ⁽¹⁾	Ongoing, costs to December 31, 2025	\$0.8 million to \$1.2 million
Studies & Operating Costs		
Advancing project economics ⁽²⁾	Ongoing, costs to December 31, 2025	\$2.7 million to \$3.3 million
Operating costs	Ongoing, costs to December 31, 2025	\$2.8 million to \$3.4 million

Notes:

- (1) Includes mobile equipment purchases and refurbishments, electrical equipment, and a drill conversion kit in support of drill programs and underground development.
- (2) Includes advancing project economics through further metallurgical sampling and testing, evaluation of XRT ("X-ray Transmission") pre-concentration sorting, and related flowsheet design.

Readers are cautioned that the above represents the opinions, assumptions and estimates of management considered reasonable at the date the statements are made and are inherently subject to a variety of risks and uncertainties and other known and unknown factors that could cause actual events or results to differ materially from those described above. See "Cautionary Note Regarding Forward Looking Statements."

Mineral Properties

The information that follows relating to the Selebi Mines is derived from, and in some instances is an extract from, the Selebi Technical Report Summary entitled "*S-K 1300 Technical Report Summary Selebi Mines, Central District, Republic of Botswana*" with an effective date of June 30, 2024 and a signature date of December 17, 2024, prepared by SLR Consulting (Canada) Ltd. (the "**Selebi TRS**"), prepared in compliance with the SEC's Modernization of Property Disclosures for Mining Registrants set forth in subpart 1300 of Regulation S-K.

The information that follows relating to the Selkirk Mine is derived from, and in some instances is an extract from, the Selkirk Technical Report Summary entitled "*S-K 1300 Technical Report Summary, Selkirk Nickel Project, North East District, Republic of Botswana*" with an effective date of November 1, 2024, and a signature date of January 8, 2025, prepared by SLR Consulting (Canada) Ltd., prepared in compliance with the SEC's Modernization of Property Disclosures for Mining Registrants set forth in subpart 1300 of Regulation S-K.

The qualified persons of SLR Consulting (Canada) Ltd. meet the qualifications specified under the definition of “qualified person” under Item 1300 of Regulation S-K. Portions of the following information are based on assumptions, qualifications and procedures which are not fully described herein. Reference should be made to the full text of the Selebi TRS and Selkirk TRS, which have been included as Exhibit 96.1 and 96.2 to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, respectively. In the event that we determine that any modifying factors, estimates and other scientific and technical information in the reports materially change, we may update or file a new technical report in the future. The Selebi Mines and Selkirk Mine are exploration stage properties.

Further information on assay results can be found in the Company’s news releases which are available on the Company’s website (<https://nexmetalsmining.com/>) (the Company’s website is not incorporated in this Report). Assay results are publicly released as they are received and confirmed by the Company.

Selebi Mines, Botswana

The Selebi Mines are located in Botswana approximately 150 km southeast of the city of Francistown, and 410 km northeast of the national capital Gaborone. The Selebi Mines are readily accessed via paved and gravel roads from the town of Selebi-Phikwe, located just north of the mining licence. With a population of approximately 43,000, the town is accessed via a well-maintained paved road that branches due east from the major A1 highway at the town of Serule, 57 km from the Selebi Mines.

The Selebi Mines infrastructure includes two previously operating mines, Selebi Main (#2 Shaft) and Selebi North (#4 Shaft), and associated surface infrastructure. The Selebi Main deposit began production in 1980 and Selebi North began production in 1990. Mining terminated at both operations in 2016 due to weak global commodity prices and a failure in the separate Phikwe smelter processing facility. The BCL assets were subsequently placed under liquidation in 2017.

The Selebi Mines consist of a single mining licence covering an area of 11,504 hectares. The mining licence is centred approximately at 22°03’00”S and 27°47’00”E. Mining licence 2022/1L was granted to PNRPL on January 31, 2022, over the Selebi Mines deposits discovered under mining licence 4/72. The original licence which had been granted to BCL on March 7, 1972, which covered both Selebi and Phikwe project areas, was amended several times and renewed once, and was set to expire on March 6, 2022. The current mining licence is limited to the Selebi Main and Selebi North deposits and their surrounding areas, expires May 26, 2032, and excludes the Phikwe mines and associated infrastructure.

Selebi Mines Mineral Resource Estimate, June 30, 2024

Classification	Deposit	Tonnage	Grade		Contained Metal	
		(Mt)	(% Cu)	(% Ni)	(000 t Cu)	(000 t Ni)
Indicated	Selebi North	3.00	0.90	0.98	27.1	29.5
	Total Indicated	3.00	0.90	0.98	27.1	29.5
Inferred	Selebi Main	18.89	1.69	0.88	319.2	165.5
	Selebi North	5.83	0.90	1.07	52.5	62.4
	Total Inferred	24.72	1.50	0.92	371.7	227.9

The key assumptions, parameters, and methods used to estimate the mineral resources are contained in the Selebi TRS. **Readers are cautioned not to assume that all or any part of Indicated Mineral Resources will ever be converted into Mineral Reserves as defined by S-K 1300. Readers are cautioned not to assume that all or any part of an Inferred Mineral Resource exists or that, if it exists, is economically or legally mineable, or that an Inferred Mineral Resource will ever be upgraded to a higher category.**

Selebi North

In 2023, an underground resource and exploration drilling program at Selebi North was initiated. The program was a combination of infill and exploration drilling to follow the extension of the mineralization down-dip and down-plunge. The Company reported the final assays from the 2023/2024 in-fill drill program on April 17, 2025. Supplementary infill drilling has been strategically moved into later work programs.

In March 2025, the Selebi North Underground Resource Expansion Drilling program commenced with one drill rig targeting Borehole Electromagnetic (“**BHEM**”) plates located down-dip and down-plunge from the N3, N2, and South Limbs. Drill hole SNUG-25-184 intersected mineralization in the South Limb 183 metres down-plunge from the Selebi Mines MRE, and in the N2 Limb 300 metres down-plunge of the MRE. Highlights from this hole included 13.50 metres of 3.68% CuEq¹ (1.13% Cu, 1.24% Ni, 0.06% Co) in the South Limb and 6.25 metres of 2.16% CuEq¹ (0.62% Cu, 0.75% Ni, 0.04% Co) in the N2 Limb. A BHEM survey completed in SNUG-25-184 revealed strong anomalies, confirming the South Limb and N2 Limb remain open down-plunge.

Follow-up hole SNUG-25-186 was drilled to test modeled conductors and intersected South Limb mineralization 132 metres down-plunge of SNUG-25-184. Highlights from this hole included 16.25 metres of 3.06% CuEq¹ (1.13% Cu, 0.94% Ni). As a result, South Limb mineralization has been extended 315 metres down-plunge beyond the 2024 Selebi Mines MRE, representing an increase in the Selebi North South Limb plunge extent by 35%.

Additional holes have been designed to evaluate the lateral extent of the down-plunge extensions in the South Limb and N2 Limbs with the purpose of collecting sufficient additional data to include the new mineralization in an updated MRE.

- SNUG-25-189 intersected mineralization in the South Limb and N2 Limb with assay highlights of 4.90 metres of 4.39% CuEq¹ (0.73% Cu, 1.77% Ni) in the South Limb and 19.40 metres of 3.93% CuEq¹ (1.05% Cu, 1.40 % Ni) in the N2 Limb.
- SNUG-25-194, the thickest interval of mineralization drilled thus far under the 2025 Selebi North Underground Resource Expansion Drilling program, intersected 32.60 metres of continuous mineralization at South Limb, including an aggregate total of 19.90 metres of massive sulphide across five sub-intervals.

During 2025 and up to the date of this Report, the Company has drilled approximately 8,173 metres in 14 holes as part of the Selebi North Underground Resource Expansion Drilling program. Assays for a total of approximately 41,189 metres across 91 completed holes at Selebi North have not been accounted for in the 2024 Selebi Mines MRE. All core is sampled and sent to ALS Chemex in Johannesburg for analysis. All holes are surveyed with a gyro instrument and selected holes are surveyed with BHEM geophysical tools.

Selebi Main

The Company implemented a surface drilling program at Selebi Main to investigate BHEM responses beyond the end of several holes, interpreted to be caused by a potential third parallel mineralized horizon beneath the two known zones. The drill testing has been through the extension of 4 historic drill holes, to target a large conductor interpreted to lie 150 to 200 metres beneath the Selebi Main resource. Although a thick zone of altered amphibolite host rock has been intersected, no significant mineralization was present in either the original or revised target area. A total of 969 metres in 4 hole extensions was completed. BHEM surveys in these hole extensions have provided additional information that indicate a steeper target dip than was assumed in the initial interpretation of the building responses. Additional drilling is planned.

¹CuEq was calculated using the formula $CuEq = Cu + 2.06 * Ni$ assuming long-term prices of US\$10.50/lb Ni and US\$4.75/lb Cu, and nickel and copper recoveries of 72.0% and 92.4%, respectively, derived from metallurgical studies which consider a conceptual bulk concentrate scenario.

Selebi Hinge

During the second quarter of 2025, the Company commenced the surface drilling program targeting BHEM plates in the 2-kilometre gap zone between the Selebi North and Selebi Main deposits known as the “Hinge”. The program is designed to demonstrate the broader scale potential of the Selebi Mines and to further support the Company’s core thesis that these deposits are larger than previously recognized.

The program is being executed using two company-owned underground U5 drills which were converted into surface A5 drills, and a new Marcotte HTM2500 drill purchased by the Company capable of drilling to depths of 2,500 metres (NQ core) which arrived on site in July.

To date, a total of 9,014 metres have been drilled as part of the Hinge surface program, comprising two completed holes, one hole extension, one abandoned hole and four holes currently in progress.

Studies

The historical BCL operations consisted of an integrated mining, concentrating and smelting complex which operated for over 40 years over the Selebi Phikwe project area. The smelter processed Selebi and Phikwe concentrates and toll treated nickel concentrates received from the Nkomati Nickel Mine and the Phoenix Mine. The concentrator plant and smelter were located adjacent to the Selebi Mines at the historical Phikwe Mine; however, these facilities were not included in the Company’s acquisition of the Selebi Mines and remain under separate ownership. Both facilities were placed on care and maintenance in 2016. Following the completion of comprehensive technical and trade-off studies, the Company intends to construct a new processing facility at the Selebi Mines to produce concentrate for commercial sale, or for further refining, and does not plan to restart the existing concentrator or smelter. The Company is also evaluating pre-concentration using XRT technology.

On July 28, 2025, the Company reported initial results from its bulk test work using XRT pre-concentration sorting at the Selebi Mines. The initial results demonstrated the potential to reduce the amount of waste rock being sent to the mill and enhance the head grade by over 15% compared to a bulk sample. By reducing the volume of waste into the mill, the waste volume directed to grinding and flotation circuits could be substantially reduced.

On September 3, 2025, the Company announced results from a comprehensive bulk sample-based metallurgical program. The program demonstrated the ability to generate two separate saleable copper and nickel-cobalt concentrates based on underground bulk samples from both the Selebi North and Selebi Main deposits. The optionality to produce separate saleable concentrates supports potential restart scenarios with significantly lower capital intensity and decreased execution risk. Based on these results, the Company now has an alternative path forward in which an on-site smelter or hydrometallurgical facility may not be required, significantly derisking the capital requirements and operational complexity of future production at the Selebi Mines.

The Company commenced a Preliminary Economic Assessment, as defined in NI 43-101 (“PEA”) in October 2025 for the Selebi Mines under the separate saleable concentrates scenario, the scope of which will include mine design and scheduling, process engineering, infrastructure planning, and capital and operating cost estimation. This assessment is being undertaken in accordance with Canadian disclosure standards and does not constitute an “initial assessment,” “pre-feasibility study,” or “feasibility study” as defined under the SEC’s Regulation S-K 1300.

Structural reviews are underway along with 3D modelling for the lower levels of the Selebi Mines to optimize drillhole positioning.

During the three and nine months ended September 30, 2025, the Company incurred \$8,465,855 (three months ended September 30, 2024 - \$7,988,816) and \$23,080,313 (nine months ended September 30, 2024 - \$20,682,696), respectively, in exploration and evaluation expenditures on the Selebi Mines. The Company incurred \$8,735,401 to acquire the Selebi Mines, and has incurred a further \$92,376,889 in exploration and evaluation expenditures project-to-date as at September 30, 2025.

Outlook

The Selebi North Underground Resource Expansion Drilling program is expected to conclude in November. BHEM surveys are planned to characterize the conductive trends associated with the newly intersected massive sulphides to confirm continuity and outline strike extent. Initial interpretations indicate that the new data will contribute to resource expansion in an updated MRE.

The Selebi Hinge drilling offers a strategic opportunity for potential substantial resource expansion. The drill holes with subsequent follow-up holes are designed to provide sufficient data to support the inclusion of new results in an updated MRE. The final holes of this program are expected to commence prior to the year-end pause in drilling activities.

In addition to drilling, the Company is advancing study work. Mineralogical studies and flowsheet optimization are underway with the objective of improving recoveries under the separate saleable concentrates scenario, which includes the completion of studies on (i) copper rougher tailings and nickel cleaner tailings streams to better understand nickel losses, (ii) assessing finer regrind opportunities to improve nickel liberation and recovery, and (iii) conducting batch tests on Selebi Main and Selebi North material individually. Flowsheet designs will also take into consideration the ongoing XRT pre-concentration sorting evaluations. The Company plans to continue advancing the 3D modelling work to continually optimize drill hole placement. Hydrometallurgical studies have been deferred pending the foregoing investigations.

Selkirk Mine, Botswana

The Selkirk Mine is located in the northeast of Botswana approximately 28 km southeast of the city of Francistown, and 450 km northeast of the national capital Gaborone. The property is accessed year-round via paved and gravel roads from Gaborone and Francistown. The Selkirk Mine infrastructure includes relict surface infrastructure supporting the historical underground mine, and the original decline.

The Selkirk Mine consists of a single mining licence covering an area of 1,458 hectares (14.58 km²) and four prospecting licences covering a total of 12,670 hectares (126.7 km²). The mining licence, 2022/TL, is centred approximately at 21°19'13" S and 27°44'17" E and is held by PNGPL, a subsidiary of NEXM. The mining licence was renewed for ten years commencing on May 27, 2022, and expires on May 26, 2032. The four prospecting licences (PL050/2010, PL051/2010, PL210/2010, and PL071/2011) were renewed during the first quarter of 2025 and will expire March 31, 2027.

On January 31, 2025, the Company filed the Selkirk MRE in conformance with the SEC's Modernized Property Disclosure Requirements for Mining Registrants as described in Subpart 229.1300 of Regulation S-K, Disclosure by Registrants Engaged in Mining Operations (S-K 1300) and Item 601(b)(96) Technical Report Summary, entitled "*S-K 1300 Technical Report Summary, Selkirk Nickel Project, North East District, Republic of Botswana*" and dated January 8, 2025 (with an effective date of November 1, 2024) for its Selkirk Mine.

Selkirk Mine Mineral Resource Estimate, November 1, 2024

Classification	Tonnage	Grade				Contained Metal			
	(Mt)	(% Cu)	(% Ni)	(g/t Pd)	(g/t Pt)	(000 t Cu)	(000 t Ni)	(000 oz Pd)	(000 oz Pt)
Inferred	44.2	0.30	0.24	0.55	0.12	132	108	775	174

The key assumptions, parameters, and methods used to estimate the mineral resources are contained in the Selkirk TRS. **Readers are cautioned not to assume that all or any part of an Inferred Mineral Resource exists or that, if it exists, is economically or legally mineable or that an Inferred Mineral Resource will ever be upgraded to a higher category.**

The Selkirk MRE provides a solid foundation for advancing the Selkirk deposit to an economic study. It was prepared using results from 232 surface and 10 underground historical drillholes drilled between 2003 and 2016, five 2016 drillholes sampled by NEXM in 2021, and 17 historical drillholes resampled in 2024. Analytical results from NEXM re-sampling showed higher platinum group element values compared to historic results. Cobalt, a potentially valuable by-product, has not been included in the Selkirk MRE as cobalt analyses are not consistently available throughout the deposit. Planned metallurgical studies will determine payability of cobalt at the Selkirk Mine.

Exploration

In May 2025, the Company commenced a 12-hole surface drilling program. The program was focused on twinning 11 historical holes to collect metallurgical samples and validate legacy data with a twelfth hole to fill a gap in the resource. The 11 twinned holes provided fresh HQ-sized core to support metallurgical flowsheets, generate material for preliminary XRT pre-concentration sorting tests, and to support the potential expansion and upgrade of the resource. The Company has completed the 12-hole surface drilling program which consisted of 3,903 metres. Assays have been released for 8 of the 11 holes, highlights of which include 201 metres of 0.91% CuEq², 210 metres of 1.06% CuEq², and 219 metres of 1.03% CuEq².

In July 2025, the Company commenced a 3-hole exploration program targeting untested historical Versatile Time-Domain Electromagnetic (“VTEM”) anomalies located immediately south of the Selkirk resource. The Company has completed the 3-hole exploration program which consisted of 522 metres. Two of the three drill holes are located along the same geological horizon of the Selkirk deposit and intersected intervals of massive and disseminated sulphides. Assays are pending.

All fifteen holes were surveyed and returned BHEM anomalies that are known to correlate directly with massive or semi-massive sulphide mineralization. Surveys from the deepest holes identified modeled plates located down-plunge of the Selkirk MRE. The strong and consistent correlation with massive sulphides has confirmed that BHEM is a proven exploration tool for identifying additional mineralization at the Selkirk Mine.

In September 2025, a historic hole originally drilled by TNMC in 2003 to a depth of 1,054.7 metres was reamed and reopened to enable gyro and BHEM surveys. The hole, located approximately 450 metres southwest of the conceptual open pit, provides an opportunity to evaluate the down-plunge potential of the Selkirk deposit. Results from the BHEM survey identified high-quality conductors.

The Company continued its re-sampling program of historic drill core throughout the year, targeting both resource expansion and reclassification in an updated MRE and to obtain complete PGE analysis. An additional 34 historical holes have been identified for resampling. To date, 31 holes have been processed, relogged and resampled. A total of 17 holes from a previous program were completed with assays announced in October 2024, while results from an initial 6 holes of the current 34 hole program were released on August 28, 2025. Assays for the remaining 2025 holes are pending. The results received to-date for the 2025 program have confirmed large intercepts of mineralization within the current Selkirk MRE as well as outside of the Selkirk MRE and within the conceptualized pit shell demonstrating potential for expansion of the deposit.

Work has commenced on the four prospecting licences, consisting of surface EM surveys and soil sampling programs designed to follow up on historic exploration data.

Studies

Metallurgical studies are ongoing, focused on supporting the development of a modern metallurgical flowsheet including the potential for XRT pre-concentration. Sample preparation works for separate copper and nickel concentrate testing are also underway using the large diameter drill core. The results of this work will be incorporated into an updated Mineral Resource Estimate and future economic evaluations.

During the three and nine months ended September 30, 2025, the Company incurred \$2,084,888 (three months ended September 30, 2024 - \$606,725) and \$3,790,561 (nine months ended September 30, 2024 - \$1,125,865), respectively, in exploration and evaluation expenditures on the Selkirk Mine. The Company incurred \$327,109 to acquire the Selkirk Mine, and has incurred a further \$6,849,063 in exploration and evaluation expenditures project-to-date as at September 30, 2025.

²CuEq% calculated using the formula $Cu\% + Ni\% \times (55.605/53.913) + Pd\ g/t \times (22.948/53.913) + Pt\ g/t \times (14.891/53.913)$ from the Selkirk Technical Report.

Outlook

With the 2025 drilling programs now complete, the Company intends to focus on advancing the metallurgical testwork. The results of these studies, together with the new assay results, will support the preparation of an updated MRE. In parallel, surface geophysical surveys and soil sampling have commenced over prospective geology within the Selkirk mining licence and the adjoining prospecting licences.

Other Properties

Canadian Nickel Projects - Sudbury, Ontario

Post Creek Property

The Post Creek property is located 35 kilometres east of Sudbury in Norman, Parkin, Alymer and Rathburn townships and consists of 64 unpatented mining claim cells, covering a total area of 847 hectares held by the Company. The Company acquired the property through an option agreement in April 2010, which was subsequently amended in March 2013. As at the date of this Report, the Company holds a 100% interest in the Post Creek property and is obligated to pay advances on a net smelter return of \$10,000 per annum, which will be deducted from any payments to be made under the net smelter return.

The Post Creek property lies adjacent to the Whistle Offset Dyke Structure which hosts the past-producing Whistle Offset and Podolsky Cu-Ni-PGM mines. Post Creek lies along an interpreted northeast extension of the corridor containing the Whistle Offset Dyke and Footwall deposits and accounts for a significant portion of all ore mined in the Sudbury nickel district and, as such, represents favourable exploration targets. Key lithologies are Quartz Diorite and metabreccia related to offset dykes and Sudbury Breccia associated with Footwall rocks of the Sudbury Igneous Complex which both represent potential controls on mineralization.

No exploration work was completed in the first three quarters of 2025 on the Post Creek Property. The claims have sufficient work credits to keep them in good standing until 2030. No material expenditures or activities are contemplated on the Post Creek property at this time.

Halcyon Property

The Halcyon property is located 35 kilometres northeast of Sudbury in the Parkin and Aylmer townships and consists of 62 unpatented mining cells for a total of 1,024 hectares. Halcyon is adjacent to the Post Creek property and is approximately two kilometres north of the Podolsky Mine. The property was acquired through an option agreement and as at the date of this Report, the Company holds a 100% interest in the Halcyon property and is obligated to pay advances on a net smelter return of \$8,000 per annum, which will be deducted from any payments to be made under the net smelter return.

No exploration work was completed in the first three quarters of 2025 on the Halcyon Property. The claims are in good standing through 2030. No material expenditures or activities are contemplated on the Halcyon property at this time.

Maniitsoq Nickel-Copper-PGM Project, Southwest Greenland

In December 2024, the Company notified the Government of Greenland that it was relinquishing its licences effective immediately. Removal of the remaining structures from the camp was completed in September 2025. The Company is awaiting final approval of the relinquishment from authorities. The Company provisioned \$nil and \$140,000 for the three and nine months ended September 30, 2025 (three and nine months ended September 30, 2024 - \$nil) for the remediation work at the property.

Overall Performance and Results of Operations

As at the date of this Report, the Company has not earned revenue nor proved the economic viability of its projects. The Company's expenses are not subject to seasonal fluctuations or general trends other than factors affecting costs such as inflation and input prices. The Company's expenses and cash requirements will fluctuate from period to period depending on the level of activity at the projects, which may be influenced by the Company's ability to raise capital to fund these activities. Comparisons of activity made between periods should be viewed with this in mind. The Company's quarterly results may be affected by many factors such as timing of exploration activity, share-based compensation costs, capital raised, marketing activities and other factors that affect the Company's exploration and evaluation activities.

The following table summarizes the Company's operations for the three- and nine-month periods ended September 30, 2025, and September 30, 2024:

	Three months ended		Nine months ended	
	September 30,		September 30,	
	2025	2024	2025	2024
	\$	\$	\$	\$
EXPENSES				
General exploration expenses	10,658,319	8,628,426	27,131,192	21,937,161
Depreciation and amortization	494,321	354,581	1,561,471	1,088,483
General and administrative expenses	2,726,180	1,831,539	6,301,584	4,764,507
Investor relations and communications	1,748,375	106,527	3,891,820	266,619
Director fees	105,943	317,497	354,059	882,410
Fair value movement of DSUs	(442,727)	(153,304)	(73,792)	(473,820)
Net foreign exchange loss	282,941	146,359	566,184	360,361
LOSS FOR THE PERIOD BEFORE OTHER ITEMS	15,573,352	11,231,625	39,732,518	28,825,721
OTHER ITEMS				
Interest (income) expense, net	(70,381)	(13,388)	(323,276)	2,433
Interest expense and accretion on Term Loan	-	786,723	428,371	2,317,178
Impairment loss	501,497	-	501,497	-
Loss on Term Loan extinguishment	-	-	5,982,434	-
NET LOSS FOR THE PERIOD	16,004,468	12,004,960	46,321,544	31,145,332

- **General exploration expenses** increased by \$2,029,893 and \$5,194,031 for the three and nine months ended September 30, 2025, respectively, as the Company advanced its new strategic direction aimed at rapidly demonstrating the size potential of the Mines through expansionary drilling, metallurgical flowsheet development, and other studies and evaluation work. For more information relating to the activities, see "*Exploration and Evaluation Activities and Mineral Properties*".
- **Depreciation** increased by \$139,740 and \$472,988 for the three and nine months ended September 30, 2025, respectively, due to significant property, plant and equipment acquisitions over the past twelve months. Depreciation for the nine months ended September 30, 2025, also includes the acceleration of depreciation on certain software assets.

- **General and administrative expenses** increased by \$894,641 and \$1,537,077 for the three and nine months ended September 30, 2025, respectively. During Q3 2025, the Company incurred \$728,611 in severance and transition costs related to the departure of the Company's former Chief Financial Officer. The increase for the nine months ended September 30, 2025, is also attributable to higher share-based compensation expense, reflecting the grant of 287,500 Options and 158,750 RSUs in March 2025.
- **Investor relations and communications** increased by \$1,641,848 and \$3,625,201 for the three and nine months ended September 30, 2025, respectively, a result of the effort to create market awareness about the Company's new branding, strategic direction and related activities at the Mines, and creating U.S. market awareness of the Company's Nasdaq listing. The Company incurred costs attending conferences, meeting with investors and engaging investor and communication services. The increase in spend was the result of a planned expansion of additional marketing strategies in the second and third quarter of 2025.
- **Director fees** decreased by \$211,554 and \$528,351 for the three and nine months ended September 30, 2025, respectively, primarily due to amendments to the Company's board compensation plan in 2025 that reduced overall director remuneration. Additionally, only the cash retainer portion of the 2025 director fees has been paid to date, with the issuance of DSUs expected in the fourth quarter of 2025.
- **Fair value movement of DSUs** reflects mark-to-market adjustments to the DSU liability arising from changes in the Company's Common Share price. Fair value gains reflect a decrease in the Common Share price during the reporting period.
- **Interest income and expense** represents interest earned on cash and cash equivalent deposits and interest incurred on the Company's vehicle financing, mortgage payable, and previous lease liabilities. Net interest income increased by \$56,993 and \$325,709 for the three and nine months ended September 30, 2025, respectively. The increase was primarily driven by higher interest income from increased cash balances. In addition, interest expense was lower in 2025 as the final instalments on the drilling equipment and Syringa Lodge leases were paid in Q2 2024 and Q4 2024, respectively, eliminating related lease interest charges in the current periods.
- **Interest expense and accretion on Term Loan** comprises accrued interest on the Company's now-extinguished Term Loan (see "*Liquidity & Capital Resources – Financings*" below), as well as the accretion of related transaction costs and fees. The decrease of \$786,723 and \$1,888,807 for the three and nine months ended September 30, 2025, respectively, relates to the conversion of the Term Loan to equity during the first quarter of 2025.
- **Impairment loss** relates to care and maintenance costs incurred during the 2023 evaluation period of the Phikwe South and Southeast Extension deposits. These costs had previously been capitalized as part of the Selebi Mines acquisition cost. Following the Company's decision not to pursue the acquisition of these deposits, the Company has determined that the carrying amount of these costs is no longer recoverable and has therefore recognized an impairment loss.
- **Loss on Term Loan extinguishment** represents the difference between the fair value of the Settlement Units (defined in "*Liquidity & Capital Resources – Financings*") issued and the carrying amount of the Term Loan on the date it was converted to equity.

Cash Flows

The following table summarizes the Company's cash flows:

	Nine months ended September 30,	
	2025	2024
	\$	\$
Cash flows		
Operating activities	(35,106,741)	(26,667,639)
Investing activities	(1,681,110)	(1,125,850)
Financing activities	45,109,552	26,136,270
Increase (decrease) in cash and cash equivalents before effects of exchange rate changes	8,321,701	(1,657,219)
Effect of exchange rate changes on cash and cash equivalents	(309,791)	(230,032)
Change in cash and cash equivalents for the period	8,011,910	(1,887,251)
Cash and cash equivalents at the beginning of the period	6,105,933	19,245,628
Cash and cash equivalents at the end of the period	14,117,843	17,358,377

Operating Activities

Net cash used in operating activities for the nine months ended September 30, 2025, increased by \$8,439,102 compared to the prior year comparable period resulting from: (i) an increase in general exploration expenses as the Company executed on its expansionary drilling, metallurgical flowsheet development, and other studies and evaluation work in the current year period; and (ii) an increase in investor relations and communications expenditures in an effort to create market awareness about the Company's new strategic direction and related activities at the Mines.

Investing Activities

Key investing activities relate to the acquisition of property, plant and equipment. Net cash used in investing activities for the nine months ended September 30, 2025, increased by \$555,260 compared to the prior year comparable period. The higher spending in 2025 primarily relates to the acquisition of a deep drill for the Selebi Hinge zone, kits for converting two underground U5 drills into surface A5 drills, and light duty vehicles.

Financing Activities

Net cash provided by financing activities for the nine months ended September 30, 2025, increased by \$18,973,282 compared to the prior year comparable period. The increase primarily reflects the closing of a Private Placement in March 2025 for gross proceeds of \$46,000,000. In the comparative period, the Company closed a financing in June 2024 for gross proceeds of \$27,454,421 (see "Liquidity and Capital Resources – Financings").

Liquidity & Capital Resources

The Company, being in the exploration and evaluation stage, is subject to risks and challenges similar to companies in a comparable stage of exploration and evaluation. These risks include the challenges of securing adequate capital for exploration and advancement of the Company's material projects, operational risks inherent in the mining industry, and global economic and metal price volatility. There is no assurance management will be successful in its endeavors.

The properties in which the Company currently has an interest are in the pre-revenue stage. Operating cash outflows are highly dependent upon the exploration and evaluation programs taking place at that time. As such, the Company is dependent on external financing to fund its activities and the advancement of its projects. In order to carry out the planned project advancement and cover administrative costs, the Company will need to use its existing working capital and raise additional amounts as needed.

As at September 30, 2025, the Company had \$14,117,843 in available cash and cash equivalents (December 31, 2024 – \$6,105,933), with no source of operating cash flows, nor any significant credit lines in place. As at September 30, 2025, the Company had working capital (calculated as total current assets less total current liabilities) of \$9,972,465 (December 31, 2024 – \$3,410,490). The increase in working capital is a result of the cash proceeds received from the Private Placement.

Financings

November 2025

On October 28, 2025, the Company announced a brokered “best efforts” public offering in Canada and concurrent private placement in the United States. On October 30, 2025, the Company announced an upsizing of the Offering to 14,035,100 November 2025 Units of the Company at a price of \$5.70 per November 2025 Unit for aggregate gross proceeds of up to \$80,000,070.

Each November 2025 Unit will consist of one Common Share and one common share purchase warrant of the Company. Each November 2025 Warrant will entitle the holder to acquire one Common Share for a period expiring 24 months following the date of issuance at a price of \$8.00.

The net proceeds from the Offering are expected to be used to fund the prepayment of the first contingent milestone payment under the Selebi APA and Selkirk APA, the timing of which is planned prior to the end of 2025, to advance exploration and development activities at the Mines, and for working capital and general corporate purposes.

The agents will receive a cash fee equal to 6% of the gross proceeds of the Offering, subject to a reduced cash fee equal to 2.0% for sales to certain individuals on gross proceeds of \$7,000,000 million. In connection with the Offering, on November 12, 2025 we entered into an agency agreement with the agents, a copy of which is attached hereto as Exhibit 10.1.

The Offering is expected to close on November 17, 2025 (the “**Closing Date**”) and remains subject to customary closing conditions.

Subject to any changes in the Company’s operational plan, this transaction will provide the Company with the funds required to prepay the first contingent milestone payment under the Selebi APA and Selkirk APA, advance its planned activities and cover administrative costs into the first quarter of 2027.

Going Concern

The ability of the Company to continue operations as a going concern is ultimately dependent upon achieving profitable operations and its ability to obtain adequate financing. The Company incurred a net loss of \$16,004,468 and \$46,321,544 for the three and nine months ended September 30, 2025, respectively (net loss of \$12,004,960 and \$31,145,332 for the three and nine months ended September 30, 2024, respectively). To date, the Company has not generated profitable operations from its resource activities. It is not possible to predict whether future financing efforts will be successful or if the Company will attain a profitable level of operations. These material uncertainties cast substantial doubt about the Company’s ability to continue as a going concern. The accompanying unaudited condensed interim consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities, and the reported expenses and comprehensive loss that might be necessary should the Company be unable to continue as a going concern. These adjustments could be material. In assessing whether a going concern assumption is appropriate, management considers all available information about the future, which is at least, but not limited to, twelve months from the date of this Report.

Contractual Obligations and Contingencies

As of September 30, 2025, the Company had commitments for capital expenditures over the next 12 months of \$156,650 and the following other contractual obligations and commitments:

Selebi Mines

As per the Selebi APA, the following milestone payments remain outstanding:

- US\$25,000,000 payable upon the approval by the MMRGTES of the Company’s Section 42 and Section 43 applications (for the further extension of the mining license and amendment of mining programme, respectively) which are to be submitted in March 2026 and require a compliant economic study. The Company is planning to prepay this amount prior to the end of 2025.
- US\$30,000,000 payable on the completion of mine construction and production start-up (commissioning) by the Company, but not later than four years after the approval by the MMRGTES of the Company’s Section 42 and Section 43 applications.

As per the terms and conditions of the Selebi APA, the Company has the option to cancel the payments and return the Selebi Mines to the liquidator if the Company determines that the Selebi Mines are not economical. The Company also has an option to make the payments in advance if the Company determines that the Selebi Mines are economical. As of September 30, 2025, none of the conditions of the remaining milestone payments have been met, hence these amounts are not accrued in the Financial Statements.

In addition to the Selebi APA, the purchase of the Selebi Mines is also subject to a royalty agreement as well as a contingent consideration agreement with the liquidator. The royalty agreement consists of a net smelter royalty of 2% on the net value of sales of concentrate or other materials with respect to production from the Selebi mining licence, of which the Company has the right to buy-back 50%. The contingent consideration agreement consists of two components: (i) a sliding scale payment of US\$0.50/tonne of ore up to US\$1.40/tonne of ore with respect to the discovery of new mineable deposits greater than 25 million tonnes of ore from a base case of 15.9 million tonnes, with a minimum grade of 2.5% nickel equivalent, accrued at the time of a decision to mine; (ii) price participation of 15% on post-tax net earnings directly attributable to an increase of 25% or more in commodity prices, on a quarterly basis, for a period of seven years from the date of first shipment of concentrate or other materials.

Both the Selebi Mines and Selkirk Mine are subject to a royalty payable to the Botswana Government of 5% of all precious metals sales and 3% of all base metals sales.

Phikwe South and the Southeast Extension

In August 2023, the Company entered into a binding commitment letter with the liquidator of BCL to acquire a 100% interest in two additional deposits, Phikwe South and the Southeast Extension, located adjacent to and immediately north of the Selebi North historical workings. The agreement has since lapsed and on August 11, 2025, the Company informed the liquidator of BCL that it would no longer be pursuing the acquisition of the Phikwe South and the Southeast Extension deposits.

Selkirk Mine

In regard to the Selkirk Mine, the purchase agreement does not provide for a purchase price or initial payment for the purchase of the assets. The Selkirk purchase agreement provides that if the Company elects to develop Selkirk first, the payment of the second Selebi instalment of US\$25 million would be due upon the approval by the MMRGTES of the Company's Section 42 and Section 43 applications (for the further extension of the Selkirk mining license and amendment of Selkirk mining programme, respectively). For the third Selebi instalment of US\$30 million, if Selkirk were commissioned earlier than Selebi, the payment would trigger on Selkirk's commission date. The Selkirk APA provides for a three-year study phase originally expiring August 17, 2025, which has been extended for one year to August 17, 2026.

In addition to the Selkirk purchase agreement, the purchase of the Selkirk Mine is also subject to a royalty agreement as well as a contingent consideration agreement with the liquidator. The royalty agreement consists of an NSR of 1% on the net value of sales of concentrate or other materials with respect to production from the Selkirk mining licence, which the Company has the right to buy-back in full. The contingent consideration agreement is on similar terms as the Selebi Mines contingent consideration.

NSR Option

The Company received \$2,750,000 (the "**Option Payment**") from Cymbria for their right to participate in the Company's right to repurchase one-half of the Selebi NSR and the entirety of the Selkirk NSR. Cymbria also has the right: (i) at any time following the date of any buyback exercise notice from PNRP and/or PNGP and prior to the first anniversary of sale of product, to terminate the option and receive from PNRP and/or PNGP a refund of the related option price paid by Cymbria; (ii) upon receipt from PNRP and/or PNGP of any termination, settlement or waiver of the buyback right or royalty agreement and prior to the first anniversary of sale of product, to exercise the option or terminate the option, and if terminated PNRP and/or PNGP shall refund the related option price paid by Cymbria; (iii) to exercise the option and compel PNRP and/or PNGP to exercise the buyback right at any time within the first nine months immediately following the first anniversary of sale of product and not less than 60 days prior to the date of exercise of the buyback right; and (iv) to require PNRP and/or PNGP to repurchase the option from Cymbria for an amount equal to the option price at any time commencing on the first anniversary of sale of product, provided PNRP and/or PNGP have not provided a buyback exercise notice or notice of any termination, settlement or waiver of the buyback right or royalty agreement to Cymbria.

Contingencies

There are no environmental liabilities associated with the Mines as at the acquisition dates as all liabilities incurred prior to the acquisitions are the responsibility of the sellers, BCL and Tati Nickel Mining Company (“TNMC”). The Company has an obligation for the rehabilitation costs arising subsequent to the acquisitions. As of September 30, 2025, there were no material rehabilitation costs for which the Company expects to incur, and management is not aware of or anticipating any contingent liabilities that could impact the financial position or performance of the Company related to its exploration and evaluation assets.

The Company’s exploration and evaluation assets are affected by the laws and environmental regulations that exist in the various jurisdictions in which the Company operates. It is not possible to estimate any future contingent liabilities and the impact on the Company’s operating results due to future changes in the Company’s development of its projects or future changes in such laws and environmental regulations.

Segmented Disclosure

The Company operates in one reportable operating segment, being that of the acquisition, exploration and evaluation of mineral properties, in three geographic segments, being Canada, Barbados, and Botswana. The Company’s geographic segments are as follows:

	September 30, 2025	December 31, 2024
	\$	\$
Current assets		
Canada	10,939,252	4,066,121
Barbados	471,513	89,446
Botswana	5,093,943	3,462,676
Total	16,504,708	7,618,243
Exploration and evaluation assets		
Botswana	8,471,766	8,846,821
Property, plant and equipment		
Botswana	9,062,031	8,488,405

The Company’s exploration and evaluation activities are assessed at the individual project level. The Selebi and Selkirk projects below make up the Botswana geographic segment.

	Three months ended September 30, 2025			Total
	Selebi	Selkirk	Other	
	\$	\$	\$	\$
Drilling	1,490,905	818,759	-	2,309,664
Site operations, administration, & overhead	1,108,662	213,844	107,576	1,430,082
Infrastructure & equipment maintenance	770,407	100,497	-	870,904
Geology	1,089,997	535,669	-	1,625,666
Mine development	828,308	-	-	828,308
Electricity	1,557,944	6,945	-	1,564,889
Engineering & technical studies	432,178	164,461	-	596,639
Geophysics	124,688	148,161	-	272,849
Freight, tools, supplies, & other consumables	631,199	27,744	-	658,943
Health & safety	133,997	474	-	134,471
Environmental, social & governance	206,729	-	-	206,729
Share-based compensation	90,841	68,334	-	159,175
Total	8,465,855	2,084,888	107,576	10,658,319

Nine months ended September 30, 2025

	Selebi	Selkirk	Other	Total
	\$	\$	\$	\$
Drilling	5,209,483	1,521,991	-	6,731,474
Site operations, administration, & overhead	3,402,903	600,316	260,318	4,263,537
Infrastructure & equipment maintenance	2,212,685	100,498	-	2,313,183
Geology	2,109,834	865,740	-	2,975,574
Mine development	2,205,097	-	-	2,205,097
Electricity	3,287,186	15,597	-	3,302,783
Engineering & technical studies	1,770,926	192,056	-	1,962,982
Geophysics	594,456	169,100	-	763,556
Freight, tools, supplies, & other consumables	1,153,992	115,345	-	1,269,337
Health & safety	354,612	4,103	-	358,715
Environmental, social & governance	367,508	-	-	367,508
Share-based compensation	411,631	205,815	-	617,446
Total	23,080,313	3,790,561	260,318	27,131,192

Financial Instruments

ASC 820 - *Fair Value Measurement* establishes a three-tier fair value hierarchy. The fair value hierarchy's three tiers are based on the extent to which inputs used in measuring fair value are observable in the market, and are as follows:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; and
- Level 3: One or more significant inputs used in a valuation technique are unobservable in determining fair values of the asset or liability.

Determination of fair value and the resulting hierarchy requires the use of observable market data whenever available. The classification of an asset or liability in the hierarchy is based upon the lowest level of input that is significant to the measurement of fair value.

The carrying value of cash and cash equivalents, trade payables and accrued liabilities approximate their fair value due to their short-term nature and therefore have been excluded from the table below. A summary of the carrying value and fair value of other financial instruments were as follows:

		September 30, 2025		December 31, 2024	
		Carrying Value	Fair Value	Carrying Value	Fair Value
	Classification	\$	\$	\$	\$
DSU liability	Level 1	677,426	677,426	941,664	941,664
Vehicle financing	Level 2	283,510	283,510	246,137	246,137
Mortgage payable	Level 2	1,413,144	1,413,144	-	-
Term loan	Level 3	-	-	18,983,212	20,862,478
NSR option liability	Level 2	2,750,000	2,750,000	2,750,000	2,750,000

DSU liability - the fair value of the DSUs is measured using the closing price of the Company's Common Shares at the end of each reporting period.

Vehicle financing and mortgage payable - the fair values approximate carrying values as the interest rates are comparable to current market rates.

Term Loan – the Term Loan is carried at amortized cost. The fair value measurement of the Term Loan was based on an income approach.

NSR option liability – The fair value of the NSR options is determined using a valuation model that incorporates such factors as discounted cash flow projections, metal price volatility, and risk-free interest rate. As the NSR options are exercisable entirely at the discretion of Cymbria and the underlying projects are in the exploration stage, the fair value of the call and put on the options as at September 30, 2025, and December 31, 2024 is \$nil.

The Company's financial instruments are exposed to certain risks as discussed below:

Interest Rate Risk

The Company's exposure to interest rate risk arises from the interest rate impact on its cash and cash equivalents and debt facilities. Interest incurred on the vehicle financing and mortgage payable is based upon a variable base rate, being the lending institution's prime lending rate, plus a fixed rate margin. Each one percentage point change in interest rates would result in a \$16,967 change in annual interest expense.

Foreign Currency Exchange Risk

The Company primarily operates in Canada, Barbados and Botswana and undertakes transactions denominated in foreign currencies such as the US dollar and Botswana pula, and consequently is exposed to exchange rate risks. The value of cash and other financial assets and liabilities denominated in foreign currencies can fluctuate with changes in currency exchange rates. Exchange risks are managed by matching levels of foreign currency balances with the related obligations and by maintaining operating cash accounts in non-Canadian dollar currencies.

The following table illustrates the estimated impact a 5% USD and BWP change against the CAD would have on net loss before tax as a result of translating the Company's foreign denominated financial instruments:

Currency	Change	Effect on Net Loss	Change	Effect on Net Loss
		(Earnings) Before Tax \$		(Earnings) Before Tax \$
USD	+5%	(89,376)	-5%	89,376
BWP	+5%	86,344	-5%	(86,344)

Credit Risk

The Company's credit risk is primarily associated with its cash and cash equivalents. The Company's exposure to credit risk arises from the potential default of the counterparty to its cash and cash equivalents, and the maximum exposure is limited to the carrying value of these instruments. The Company limits exposure to credit risk on its cash and cash equivalents by holding these instruments at highly-rated financial institutions.

Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities that are settled by delivering cash or another financial asset. The Company manages the liquidity risk inherent in these financial obligations by regularly monitoring actual cash flows against its budget, which forecasts expected cash availability to meet future obligations. The Company will defer discretionary expenditures, as required, in order to manage and conserve cash required for current liabilities.

Critical Accounting Estimates and Judgments

This management's discussion and analysis of our financial condition and results of operations is based on our unaudited condensed interim consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these unaudited condensed interim consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in our unaudited condensed interim consolidated financial statements. We base our estimates on historical experience, known trends and events, and other assumptions that we believe are reasonable under the circumstances, and we evaluate these estimates on an ongoing basis. Actual results may differ from these estimates under different assumptions or conditions.

There have been no significant changes to the critical accounting estimates and judgments disclosed in our Annual Report on Form 10-K for the year ended December 31, 2024, with the exception of the below:

Debt Extinguishment

Upon the extinguishment of debt, the difference between the amount paid on extinguishment, including miscellaneous costs of reacquisition, and the net carrying amount of the debt being extinguished, being the amount due at maturity, adjusted for unamortized premiums, discounts, and costs of issuance, is recognized as a gain or loss when the debt is extinguished. The fair value of the assets transferred or the fair value of an equity interest granted is used in accounting for the settlement of the debt unless the fair value of the debt being settled is more clearly evident.

Recently Adopted Accounting Pronouncements

ASU 2023-09, Income Taxes: Improvements to Income Tax Disclosures

In December 2023, FASB issued a final standard on improvements to income tax disclosures. The standard requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The Company adopted the new standard effective January 1, 2025, and will include certain additional disclosures in the notes to its consolidated financial statements for the year ending December 31, 2025.

Recently Issued Accounting Pronouncements and Disclosures Not Yet Adopted

ASU 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures

In November 2024, FASB issued an ASU which will require entities to provide disaggregated disclosure of specified categories of expenses that are included on the face of the income statement, including: purchases of inventory, employee compensation, depreciation, amortization and depletion. This ASU becomes effective January 1, 2027. The Company is assessing the impact of this ASU, and upon adoption, may be required to include certain additional disclosures in the notes to its consolidated financial statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Quantitative and qualitative disclosures about market risk have been omitted as permitted under rules applicable to smaller reporting companies.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rule 13a-15(e) and Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our Chief Executive Officer and Chief Financial Officer as appropriate to allow timely decisions regarding required disclosure.

We carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of September 30, 2025. Based on the evaluation of these disclosure controls and procedures, management concluded that the Company's disclosure controls and procedures were effective as of September 30, 2025.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2025, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may be involved in litigation that arises through the normal course of business. As of the date of this filing, we are not aware of any material legal proceedings to which we or any of our subsidiaries is a party or to which any of our property is subject, nor are we aware of any such threatened or pending litigation or any such proceedings known to be contemplated by governmental authorities.

We are not aware of any material proceedings in which any of our directors, officers, or affiliates or any registered or beneficial stockholder of more than 5% of our common shares, or any associate of any of the foregoing, is a party adverse to or has a material interest adverse to, us or any of our subsidiaries.

Item 1A. Risk Factors

Risks and other factors include those listed under “Risk Factors” in our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025 and elsewhere in this Report, including the risks noted below.

We caution readers that our business activities involve risks and uncertainties that could cause actual results to differ materially from those currently expected by management. We described the most significant risks that could impact our results in Part II, Item 1A. “Risk Factors” in our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025.

Investing in our common shares involves a high degree of risk. You should carefully consider the risks and uncertainties described in Part I, Item 1A under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2024, in addition to the other information included in this Quarterly Report on Form 10-Q before making an investment decision regarding our common shares. If any of these risks actually occur, our business, financial condition, or operating results would likely suffer, possibly materially, the trading price of our common shares could decline, and you could lose part or all of your investment. The risk factors included in our prior SEC filings are supplemented with the following risk factors:

The failure of the Corporation to comply with all post-closing covenants, study phase requirements, and contingent milestone payments relating to the Mines could materially adversely affect the business, operations and financial conditions of the Corporation

In January and August of 2022, the Corporation closed the acquisitions of the Selebi Mines and Selkirk Mine, respectively. Pursuant to the terms of the acquisitions, the Corporation has to comply with certain milestone payments which, if not satisfied, will result in the Mines reverting to the liquidators. There are approximately US\$55 million in contingent post-closing milestone payments due to the liquidators in connection with the Mines, with (i) US\$25 million payable upon the approval by the MMRGTES of the Corporation’s Section 42 and Section 43 applications (for the further extension of the mining license and amendment of mining programme, respectively) which are to be submitted in March 2026 and require a compliant economic study, and (ii) another US\$30 million payable on the completion of mine construction and production start-up (commissioning) by the Corporation, but not later than four years after the approval by the Minister of MMRGTES of the Corporation’s Section 42 and Section 43 applications. The Corporation expects to pay the US\$25 million amount in the fourth quarter of 2025. Further, the Selkirk asset purchase agreement provides for a three-year study phase which, pursuant to the agreement, was extended for one year to August 17, 2026.

The Corporation has made certain assumptions as to what constitutes a compliant economic study based on its interpretation of the Botswana Mines and Minerals Act as no governing technical standard is specified. There can be no assurance that the Corporation’s interpretation of the act will be consistent with the intended wording or application of the Botswana Mines and Minerals Act or that regulators will accept the level of technical work currently contemplated. Any requirement for additional work or re-submission could delay approvals and associated project timelines.

The failure of the Corporation to comply with all the post-closing covenants, study phase requirements, and contingent milestone payments relating to the Mines, if and when those milestones are achieved, could materially adversely affect the business, operations and financial conditions of the Corporation, including the requirement to return the Selebi Mines or Selkirk Mine to the liquidators, and impact the market price of the Common Shares.

There are inherent risks associated with the economics of developing mineral properties

Substantial expenses are required to establish and upgrade mineral resources and mineral reserves through drilling, to develop metallurgical processes to extract metal from ore, and to develop the mining and processing facilities and infrastructure at any site chosen for mining. These risks are inherently higher at the preliminary economic assessment stage, which represents an early phase of project evaluation where economic estimates are preliminary in nature and based on limited geological and technical data. In addition, the expenses and capital expenditures incurred by the Company are subject to the risks of cost inflation.

No assurance can be given that minerals will be discovered in sufficient quantities to justify commercial operation or that the funds required for development can be obtained on a timely basis. The marketability of any minerals acquired or discovered may be affected by numerous factors which are beyond the Company’s control and many of which cannot be predicted, such as market fluctuations, the proximity and capacity of milling and smelting facilities, mineral markets and processing equipment, and such other factors as government regulations, including regulations relating to royalties, permitted production levels, importing and exporting of minerals, and environmental protection. Depending on the price of minerals produced, the Company may determine that it is impractical to commence commercial production.

The Company may be unable to close the November 2025 best-efforts Offering in Canada and concurrent private placement in the United States

There can be no assurance that the Company will be able to complete the November 2025 best-efforts public Offering in Canada and concurrent private placement in the United States or that sufficient net proceeds will be raised to meet the Company’s planned objectives. Because the Offering is being conducted on a best-efforts basis, the agents are not obligated to purchase any of the securities offered, and there is no minimum amount that must be raised in order for the Offering to close.

If the Offering does not close, or if less than the anticipated amount of proceeds is received, the Company may be required to reduce, defer, or re-prioritize planned expenditures, including exploration and evaluation activities, and may need to seek alternative sources of financing.

If the Company is unable to raise sufficient funds to satisfy its obligations under the Selebi APA by the required date, it may need to seek additional equity or debt financing or reallocate existing resources. There can be no assurance that such additional financing will be available on acceptable terms or at all. Failure to obtain sufficient financing within the required timeframe could have a material adverse effect on the Company’s business, financial condition, or results of operations, including the potential requirement to return the Selebi or Selkirk Mines to the liquidators.

Use of Proceeds of the November 2025 best efforts Offering may be used other than as described

Management will have discretion concerning the use of the proceeds of the November 2025 Offering as well as the timing of their expenditure. As a result, an investor will be relying on the judgment of management for the application of the proceeds of the Offering. Management may use the net proceeds of the Offering other than as described in this Form 10-Q if they believe it would be in the Corporation’s best interest to do so and in ways that an investor may not consider desirable. The results and the effectiveness of the application of the proceeds are uncertain. If the proceeds are not applied effectively, the Corporation’s results of operations may suffer.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

There were no unregistered sales of the Company's equity securities during the nine months ended September 30, 2025, other than those previously reported in a Current Report on Form 8-K.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information**Insider Trading Arrangements**

During the three months ended September 30, 2025, none of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, modified or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act).

Item 6. Exhibits

Exhibit No.	Description of Exhibit
10.1*	<u>Agency Agreement dated November 12, 2025, between the Company and SCP Resource Finance LP, as sole bookrunner, and Raymond James Ltd., as co-lead agents, together with Cormark Securities Inc.</u>
31.1*	<u>Rule 13a-14(a)/15d-14(a) certification of Chief Executive Officer</u>
31.2*	<u>Rule 13a-14(a)/15d-14(a) certification of Chief Financial Officer</u>
32.1**	<u>Section 1350 certification, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith.

** Furnished herewith.

SIGNATURES

Pursuant to requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: November 13, 2025

NEXMETALS MINING CORP.
(Registrant)

By: /s/ Morgan Lekstrom

Name: Morgan Lekstrom

Title: Chief Executive Officer
(principal executive officer)

By: /s/ Brett MacKay

Name: Brett MacKay

Title: Chief Financial Officer
(principal financial and accounting officer)

AGENCY AGREEMENT

November 12, 2025

NexMetals Mining Corp.
3123 – 595 Burrard Street
Vancouver, BC V7X 1J1

Attention: Morgan Lekstrom, Chief Executive Officer

Dear Sir:

SCP Resource Finance LP (“SCP”), as sole bookrunner, and Raymond James Ltd. (“RJ” and together with SCP, the “Lead Agents”), as co-lead agents, together with Cormark Securities Inc. (together with the Lead Agents, the “Agents”) understand that NexMetals Mining Corp. (the “Company”) intends to issue and sell up to 14,035,100 units (the “Offered Units”) at a price of \$5.70 per Offered Unit (the “Issue Price”) for gross proceeds of up to \$80,000,070 (the “Offering”). Each Unit will consist of one Common Share (as defined herein) (a “Unit Share”) and one common share purchase warrant (a “Warrant”). The Warrants shall be duly and validly created and issued pursuant to, and governed by, the Warrant Indenture (as defined herein) to be dated as of the Closing Date (as defined herein) between the Company and the Warrant Agent (as defined herein). Each Warrant shall entitle the holder thereof to purchase one Common Share (a “Warrant Share”) at a price of \$8.00 per Warrant Share for a period of 24 months following the Closing Date. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

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 Company hereby appoints the Agents, as the Company’s exclusive agents to offer for sale, on a commercially reasonable best efforts agency basis, without underwriter liability, the Offered Units and to arrange for purchasers resident in one or more of the Selling Jurisdictions (as defined herein) where the Offered Units may be lawfully offered and sold. It is understood and agreed that the Agents will use commercially reasonable best efforts in selling the Offered Units and are under no obligation to purchase any of the Offered Units.

The Agents understand that: (i) the Company has prepared and filed the Preliminary Prospectus (as defined herein) and the Amended Prospectus (as defined herein) with each of the Canadian Securities Regulators (as defined herein), and the British Columbia Securities Commission, as principal regulator, has issued decision documents in respect of the Preliminary Prospectus and the Amended Prospectus under NP 11-202 (as defined herein) on behalf of itself and the other Canadian Securities Regulators; (ii) the Company has addressed the comments made by the Canadian Securities Regulators in respect of the Preliminary Prospectus and the Amended Prospectus; and (iii) has been cleared by all of the Canadian Securities Regulators to file the Final Prospectus (as defined herein). The Company is qualified to file, and will prepare and file, concurrently with the execution of this Agreement, the Final Prospectus and all necessary documents in order to qualify the Offered Units for distribution to the public in each of the Qualifying Jurisdictions and will obtain the Final Receipt (as defined herein) for the Final Prospectus prior to 5:00 p.m. (Vancouver time) on November 12, 2025 (or such other date or time as mutually agreed to by the Company and SCP, on behalf of the Agents).

The Agents will distribute the Offered Units in the Qualifying Jurisdictions pursuant to the Prospectus (as defined herein) in the manner contemplated by this Agreement. The Offering may also take place in any other jurisdiction outside of Canada and the United States as mutually agreed to by the Company and the Agents where the Offered Units may be lawfully offered and sold, provided that any Offered Units 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 obligations.

The parties further acknowledge that the Offered Units have not been registered under the U.S. Securities Act (as defined herein) or the securities laws of any state of the United States and may not be offered or sold to, or for the account or benefit of, persons in the United States (as defined herein) or U.S. Persons (as defined herein), except pursuant to U.S. Accredited Investors and/or Qualified Institutional Buyers, in compliance with the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D (as defined herein) and the applicable laws of any applicable state of the United States in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Company and the Agents contained in Schedule "A" hereto. All offers of the Offered Units by the Agents for sale by the Company to, or for the account or benefit of, persons in the United States and U.S. Persons shall be undertaken through a U.S. Affiliate (as defined herein). Offers and sales of the Offered Units shall only be made to persons outside the United States that are not U.S. Persons in accordance with Rule 903 of Regulation S (as defined herein).

The Company agrees that the Agents will be permitted to appoint as the Selling Group (as defined herein) other registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) as their agents to assist in the Offering and that the Agents may determine the remuneration payable to such other dealers appointed by them. Such remuneration shall be payable by the Agents.

In consideration of the services to be rendered by the Agents in connection with the Offering, the Company shall, at the Closing Time, pay to the Agents the Commission (as defined herein) in such amount and with such terms as set out in Section 15 hereof. The obligation of the Company to pay the Commission shall arise at the Closing Time and the Commission shall be fully earned by the Agents upon the completion of the Offering.

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

1. Interpretation

1.1 Unless expressly provided otherwise herein, where used in this Agreement or any schedule attached hereto, the following terms have the following meanings, respectively:

"**affiliate**" has the meaning ascribed to such concept in Section 1(2) of the *Securities Act* (British Columbia);

"**Agents**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Agents' Expenses**" has the meaning ascribed thereto in Section 13.2;

"**Agents' Information**" has the meaning ascribed to it in Section 5.4;

"**Agreement**" means this agency agreement resulting from the acceptance by the Company of the offer made by the Agents hereby;

"**Amended Prospectus**" means the amended and restated preliminary short form prospectus prepared by the Company in accordance with applicable Canadian Securities Laws and filed by the Company on October 28, 2025 with the Canadian Securities Regulators, qualifying the distribution of the Offered Units in the Qualifying Jurisdictions, including all Documents Incorporated by Reference contained therein;

“Applicable Securities Laws” means, in respect of any person, collectively, the securities laws, regulations, rulings, rules, orders and prescribed forms in each of the Selling Jurisdictions, the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the Securities Regulators in each of the Selling Jurisdictions, and collectively, all Canadian Securities Laws and U.S. Securities Laws, including for certainty, the rules and policies of the TSXV, the Nasdaq and of any other stock exchange, in each case, applicable to that person;

“Authorization” means, with respect to any person, any order, Permit, approval, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the person, including the approval of the TSXV and the Nasdaq;

“Benefit Plan” means any material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company for the benefit of any current or former director, officer, employee, or consultant of the Company or its subsidiaries;

“Business Day” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario or Vancouver, British Columbia are not open for business;

“Canadian Securities Laws” means collectively, all securities laws in each of the Qualifying Jurisdictions and the respective rules and regulations made thereunder, together with applicable published national, multilateral and local policy statements, instruments, notices, orders, blanket rulings and other regulatory instruments of the Canadian Securities Regulators, and all applicable rules and policies of the TSXV;

“Canadian Securities Regulators” means the applicable Securities Regulator in each of the Qualifying Jurisdictions;

“Claims” has the meaning ascribed thereto in Section 12.1;

“Closing” means the completion of the sale of the Offered Units pursuant to the Offering in accordance with the provisions of this Agreement (which may, for greater certainty, be completed in one or more tranches);

“Closing Date” means November 17, 2025 or such other date or dates as the Company and SCP may agree;

“Closing Time” means 8:30 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and SCP may determine;

“Commission” has the meaning ascribed thereto in Section 15.1;

“Common Shares” means the common shares in the capital of the Company;

“Company” has the meaning ascribed thereto on page 1 of this Agreement;

“Contract” means any written or oral agreement, indenture, contract, lease, sublease, deed of trust, licence, option, or other legally enforceable obligation of or in favour of the applicable person;

“Debt Instrument” means any agreement, note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability, to which an entity or any of its subsidiaries is a party or by which any of their property or assets are bound;

“Documents Incorporated by Reference” means all interim and annual financial statements, management’s discussion and analysis, business acquisition reports, management information circulars, annual information forms, material change reports, the Marketing Document and other documents that are or are required by Canadian Securities Laws to be incorporated by reference into the Offering Documents, as applicable;

“DOM” means the Department of Mines within the Ministry of Mineral Resources, Green Technology and Energy Security of the Republic of Botswana;

“Engagement Letter” means the engagement letter between SCP and the Company dated October 27, 2025, as amended on October 28, 2025 and October 30, 2025;

“Environmental Laws” means all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign, relating to the protection of the environment, occupational and human health and safety or the treatment, use, processing, storage, disposal, discharge, transport or handling of any Hazardous Substances;

“Final Prospectus” means the (final) short form prospectus dated the date hereof, prepared by the Company in accordance with applicable Canadian Securities Laws and filed by the Company concurrently with the execution of this Agreement with the Canadian Securities Regulators, qualifying the distribution of the Offered Units in the Qualifying Jurisdictions, including all Documents Incorporated by Reference contained therein;

“Final Receipt” means the receipt issued pursuant to NP 11-202 by the British Columbia Securities Commission, as principal regulator, on its own behalf and on behalf of each of the other Canadian Securities Regulators, evidencing that a receipt has been, or has been deemed to be, issued for the Final Prospectus in each of the Qualifying Jurisdictions;

“Financial Statements” has the meaning ascribed thereto in Section 8.1(q);

“Government Official” has the meaning ascribed thereto in Section 8.1(dd);

“Governmental Entity” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board or authority of any of the foregoing or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

“Gross Proceeds” means the aggregate Issue Price paid by the Purchasers on the Closing Date;

“Hazardous Substances” means any substance, material, pollutant, contaminant, chemical, or industrial, toxic or hazardous waste controlled, regulated, defined, designates or prohibited under Environmental Laws;

“including” means including without limitation;

“Indemnified Parties” has the meanings ascribed thereto in Section 12.1;

“Indemnifying Party” has the meanings ascribed thereto in Section 12.1;

“Issue Price” has the meaning ascribed thereto on page 1 of this Agreement;

“**Lead Agents**” has the meaning ascribed thereto on page 1 of this Agreement;

“**Leased Premises**” means any premises which are material to the Company or its subsidiaries and which the Company or its subsidiaries occupies as a tenant, as applicable;

“**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, hypothec, 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, demand or claim of any kind or nature whatsoever which affects ownership or possession of, or title to, any interest in, or right to use or occupy, property or assets;

“**Marketing Document**” means the term sheet for the Offering dated October 27, 2025, as amended and restated on October 28, 2025 and October 30, 2025, the template version of which has been agreed to between the Company and the Agents;

“**marketing materials**” has the meaning ascribed thereto in NI 41-101 and for certainty, includes the Marketing Document;

“**Material Adverse Effect**” means any change, effect, event or occurrence, that (i) is, or would be reasonably expected to be, materially adverse with respect to the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company and its subsidiaries (on a consolidated basis), or (ii) would result in any of the Offering Documents containing a misrepresentation;

“**Material Agreement**” means (a) any contract, commitment, agreement (written or oral), instrument, lease or other document, including any option agreement or licence agreement, to which the Company or a Subsidiary is a party or otherwise bound and which is material to the Company or the Material Subsidiary, and (b) any Debt Instrument, any agreement, contract or commitment to create, assume or issue any Debt Instrument, and any other outstanding loans to the Company or the Material Subsidiary from, or any loans by the Company or the Material Subsidiary to or a guarantee by the Company or the Material Subsidiary of the obligations of, any other person;

“**Mineral Properties**” means collectively, the Selebi Property and the Selkirk Property;

“**Material Subsidiaries**” means, collectively, PNR Amalco Ltd., Premium Nickel Resources International Ltd., Premium Selbi (Barbados) Limited, Premium Nickel Resources Proprietary Limited, Premium Selkirk (Barbados) Limited, and Premium Nickel Group Proprietary Limited;

“**Mineral Rights**” means, collectively, the Selebi Mineral Right and the Selkirk Mineral Rights;

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

“**Money Laundering Laws**” has the meaning ascribed thereto in Section 8.1(ee);

“**Nasdaq**” means the NASDAQ Capital Market;

“**NI 41-101**” mean 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 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

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

“**Offered Unit**” has the meaning ascribed thereto on page 1 of this Agreement;

“**Offering**” has the meaning ascribed thereto on page 1 of this Agreement;

“**Offering Documents**” means, collectively, the Prospectus, the U.S. Private Placement Memorandum, any Supplementary Material and any amendment to any of them;

“**Permit**” means any regulatory approval, licence, permit, approval, consent, certificate, registration, filing or other authorization of or issued by any Governmental Entity, including under Environmental Laws;

“**person**” includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

“**Preliminary Prospectus**” means the preliminary short form prospectus prepared by the Company in accordance with applicable Canadian Securities Laws and filed by the Company on October 27, 2025 with the Canadian Securities Regulators, qualifying the distribution of the Offered Units in the Qualifying Jurisdictions, including all Documents Incorporated by Reference contained therein;

“**President’s List**” means the list of Purchasers introduced by the Company to purchase Offered Units under the Offering, as may mutually be agreed between the Company and the SCP;

“**Prospectus**” means, collectively, the Preliminary Prospectus, the Amended Prospectus, and the Final Prospectus, and any amendments to any of them;

“**Public Record**” means all information contained in any news release, material change report (excluding any confidential material change report), financial statements, management’s discussion and analysis, management information circular, annual report, quarterly report, current report or other document of the Company which has been publicly filed by, or on behalf of, the Company pursuant to Canadian Securities Laws or U.S. Securities Laws otherwise by or on behalf of the Company;

“**Purchasers**” means the purchasers of Offered Units in connection with the Offering;

“**Qualified Institutional Buyer**” means a “qualified institutional buyer”, as defined in Rule 144A, that is also a U.S. Accredited Investor;

“**Qualifying Jurisdictions**” means each of the provinces of Canada, other than Québec;

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

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

“**Reporting Jurisdictions**” means British Columbia, Alberta, Manitoba and Ontario;

“**Rule 144A**” means Rule 144A as promulgated under the U.S. Securities Act;

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

“**Securities Regulator**” means, in respect of any jurisdiction, the securities regulator or other securities regulatory authority of that jurisdiction;

“**Selebi Mineral Right**” means the Mining Licence No. 2022/1L issued on February 1, 2022 in favour of Premium Nickel Resources Proprietary Limited by the DOM;

“**Selebi Property**” means, collectively, the Selebi and Selebi North nickel-copper-cobalt mines in Botswana, owned indirectly by the Company, together with the Selebi Mineral Right, together with any operating licences, leases (including surface leases), Permits, assets, infrastructure and other property associated therewith;

“**Selebi Purchase Agreement**” means the asset purchase agreement dated as of September 28, 2021 between Trevor Glaum N.O., in his capacity as liquidator of BCL Limited (In Liquidation), BCL Limited (In Liquidation), Premium Nickel Resources Proprietary Limited and Premium Nickel Resources Corporation in respect of the Selebi Property;

“**Selebi Technical Report**” means the report titled “*Technical Report on Selebi Mines, Central District, Republic of Botswana*” dated September 20, 2024, with an effective date of June 30, 2024, prepared for the Company by SLR Consulting (Canada) Ltd.;

“**Selkirk Mineral Rights**” means, collectively, the Mining Licence No. 2022/7L issued on July 12, 2022 by the DOM, and Prospecting Licences No. 050/2010, 051/2010, 071/2011 and 210/2010 issued on July 26, 2022 by the DOM, each in favour of Premium Nickel Group Proprietary Limited;

“**Selkirk Property**” means, collectively, the Selkirk nickel-copper-platinum-group metals mine in Botswana, owned indirectly by the Company, together with the Selkirk Mineral Rights, together with any operating licences, leases (including surface leases), Permits, assets, infrastructure and other property associated therewith;

“**Selkirk Purchase Agreement**” means the asset purchase agreement dated as of January 19, 2022 between Trevor Glaum N.O. and Sivalutchmee Moodliar N.O., in their respective capacities as co-provisional liquidators of Tati Nickel Mining Company Proprietary Limited (In Liquidation), Tati Nickel Mining Company Proprietary Limited (In Liquidation), Premium Nickel Group Proprietary Limited, Premium Nickel Resources Corporation and Premium Nickel Resources International (Barbados) Limited in respect of the Selkirk Property;

“**Selkirk Technical Report**” means the report titled “*NI 43-101 Technical Report Selkirk Nickel Project, North East District, Republic of Botswana*” dated January 8, 2025, with an effective date of November 1, 2024, prepared for the Company by SLR Consulting (Canada) Ltd.;

“**Selling Group**” means, collectively, those registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) appointed by the Agents as their agents to assist in the Offering as contemplated in this Agreement and with which the Agents have a contractual relationship in respect of the distribution of the Offered Units, and each member of the Selling Group being a “**Selling Firm**”;

“**Selling Jurisdictions**” means, collectively, each of the Qualifying Jurisdictions, the United States, and any other jurisdictions outside of Canada and the United States as mutually agreed to by the Company and the Agents;

“**Subsidiaries**” means, collectively, PNR Amalco Ltd., Premium Resources International Ltd., Premium Selebi (Barbados) Limited, Premium Nickel Resources Proprietary Limited, Premium Selkirk (Barbados) Limited, Premium Nickel Group Proprietary Limited, and NAN Exploration Inc.;

“**subsidiary**” has the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

“**Supplementary Material**” means, collectively, any amendment to or amendment and restatement of any of the Prospectus, any supplement to the U.S. Private Placement Memorandum, and any amended or supplemental prospectus or ancillary material required to be prepared and filed with any of the Canadian Securities Regulators under Canadian Securities Laws, in connection with the distribution of the Offered Units, including any Documents Incorporated by Reference and any marketing material and any standard term sheet approved by the Company

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Taxes**” has the meaning ascribed thereto in Section 8.1(cc);

“**to the knowledge of the Company**” means to the best of the knowledge, information and awareness of the Chief Executive Officer and Chief Financial Officer of the Company after having made due and applicable inquiries and investigations in connection with such facts and circumstances that would ordinarily be made by senior officers of resource exploration and development companies of similar size to the Company in the discharge of their duties;

“**Technical Reports**” means, collectively, the Selebi Technical Report and Selkirk Technical Report;

“**Termination Right**” has the meaning ascribed thereto in Section 11;

“**Transfer Agent**” means Computershare Investor Services Inc.;

“**TSXV**” means the TSX Venture Exchange;

“**Unit Share**” has the meaning ascribed thereto on page 1 of this Agreement;

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

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

“**U.S. Affiliate**” means a U.S. registered broker-dealer affiliated with or appointed by an Agent;

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

“**U.S. GAAP**” means United States Generally Accepted Accounting Principles issued by the Financial Accounting Standards Board, namely, the standards, interpretations and the framework for the preparation and presentation of financial statements (in the absence of a standard or interpretation), that are applicable to the circumstances as of the date of determination, consistently applied;

“**U.S. Person**” means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S;

“**U.S. Private Placement Memorandum**” means the U.S. private placement memorandum, in form and substance acceptable to the Agents and the Corporation, delivered together with the applicable Prospectus, to offerees and Purchasers of the Offered Units that are, or are acting for the account or benefit of, persons in the United States or U.S. Persons, including any Supplementary Material thereto;

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

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

“**Warrant**” has the meaning ascribed thereto on page 1 of this Agreement;

“**Warrant Agent**” means Computershare Investor Services Inc.;

“**Warrant Indenture**” means the warrant indenture to be entered into on the Closing Date between the Warrant Agent, as warrant agent, and the Company, in relation to the Warrants, as may be amended, restated or supplemented from time to time; and

“**Warrant Share**” has the meaning ascribed thereto on page 1 of this Agreement.

- 1.2 **Division and Headings:** The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.
- 1.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein (excluding any conflict of law, rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) and the parties hereto irrevocably accept and attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- 1.4 **Currency:** Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.
- 1.5 **Schedules:** The following are the schedules attached to this Agreement, which schedules are deemed to be a part of this Agreement and are hereby incorporated by reference herein:

<u>Schedule “A”</u>	-	Compliance with United States Securities Laws.
<u>Schedule “B”</u>	-	Outstanding Convertible Securities and Rights to Acquire Securities of the Company

2. Compliance with Applicable Securities Laws

- 2.1 The Company represents and warrants to, and covenants and agrees with, the Agents that the Company has (i) prepared and filed each of the Preliminary Prospectus and the Amended Prospectus and has obtained pursuant to NP 11-202, decision documents evidencing the issuance (or deemed issuance) by the Canadian Securities Regulators of receipts for the Preliminary Prospectus and the Amended Prospectus in respect of the proposed distribution of the Offered Units; (ii) addressed comments made by the Canadian Securities Regulators in respect of the Preliminary Prospectus and Amended Prospectus; and (iii) been cleared by all of the Canadian Securities Regulators to file the Final Prospectus. The Company has prepared and will file, concurrently with the execution of this Agreement, the Final Prospectus, including any Documents Incorporated by Reference contained therein, with the Canadian Securities Regulators, and obtain the Final Receipt from the British Columbia Securities Commission (as principal regulator) by 5:00 p.m. (Vancouver time) on November 12, 2025. The distribution of the Offered Units shall be qualified by the Prospectus under Canadian Securities Laws in the Qualifying Jurisdictions and in such other jurisdictions in Canada as the Company and the Agents may agree. The Company will file with the TSXV and the Nasdaq all required documents, pay all required fees, and do all things required by the rules and policies of the TSXV and the Nasdaq, as applicable, in order to obtain the conditional acceptance of the Offering and the listing of the Unit Shares, Warrants and Warrant Shares on the TSXV and the listing of the Unit Shares and Warrant Shares on the Nasdaq prior to the Closing Date.
- 2.2 All sales of the Offered Units by the Company to, or for the account or benefit of, persons in the United States and U.S. Persons solicited by the Agents, through one or more U.S. Affiliates, shall be made in compliance with the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, and in compliance with applicable U.S. state securities laws. Any sale of the Offered Units by the Company to, or for the account or benefit of, a person in the United States or a U.S. Person will be made solely pursuant to the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto.
- 2.3 The Company shall comply with (i) all Canadian Securities Laws, including as to the filing of any notices or forms, on a timely basis that are required to be complied with by the Company to enable the distribution of the Offered Units in the Qualifying Jurisdictions through the Agents or any other investment dealers or brokers registered as such in the Qualifying Jurisdictions, and (ii) all U.S. Securities Laws, including Rule 506(b) of Regulation D, to enable the Offered Units to be lawfully offered and sold on a private placement basis to, or for the account or benefit of, persons in the United States and U.S. Persons in accordance with the provisions of Schedule "A" to this Agreement.

3. Due Diligence

- 3.1 Prior to the filing each of the Preliminary Prospectus, the Amended Prospectus and the Final Prospectus and continuing until the Closing, the Company shall have permitted the Agents to review each of the Preliminary Prospectus, the Amended Prospectus and the Final Prospectus and any U.S. Placement Memorandum, and shall allow the Agents to conduct any due diligence investigations which they reasonably require in order to fulfill their obligations as Agents under Applicable Securities Laws and in order to enable them to responsibly execute the certificate in the Preliminary Prospectus, the Amended Prospectus and the Final Prospectus and any Supplementary Materials required to be executed by them. It shall be a condition precedent to (a) the Agents' execution of any certificate in any Offering Document that the Agents be satisfied, acting reasonably, as to the form and substance of the document, and (b) the delivery of each U.S. Placement Memorandum to any offeree or Purchaser, that the Agents and the U.S. Affiliates be satisfied, acting reasonably, as to the form and substance of such document. Without limiting the generality of the foregoing, the Company will make available its directors, senior management, advisors, auditors, independent resource, engineering and technical consultants and legal counsel to answer any questions which the Agents may have and to participate, along with its auditors and independent resource, engineering and technical consultants and legal counsel, in one or more due diligence sessions to be held prior to filing the Preliminary Prospectus, the Amended Prospectus, the Final Prospectus or any Supplementary Material thereto and prior to the Closing Date. Closing of the Offering is conditional upon the satisfactory completion of the Agents' due diligence review.

4. Distribution and Certain Obligations of the Agents

- 4.1 The Agents shall comply, and shall require any Selling Firm to agree to, comply with the Applicable Securities Laws in connection with the offer and sale of the Offered Units and shall offer the Offered Units for sale to the public in Canada directly through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Agents shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Units only in those jurisdictions where they may be lawfully offered for sale or sold. The Agents shall (i) use all reasonable commercial efforts to complete and cause each Selling Firm to complete the distribution of the Offered Units as soon as reasonably practicable; and (ii) promptly notify the Company when, in their reasonable opinion, the Agents and the Selling Firms have ceased distribution of the Offered Units and provide a breakdown of the number of Offered Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Canadian Securities Regulators.
- 4.2 The Agents shall offer the Offered Units for sale by the Company to, or for the account or benefit of, persons in the United States and U.S. Persons, through one or more U.S. Affiliates, pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, and in compliance with applicable U.S. state securities laws. Any offer of the Offered Units for sale by the Company to, or for the account or benefit of, a person in the United States or a U.S. Person will be made solely pursuant to the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto.
- 4.3 The Agents shall, and shall require any Selling Firm to agree to, offer for sale to the public and sell the Offered Units only in those jurisdictions where they may be lawfully offered for sale or sold. The Agents shall, and shall require any Selling Firm to agree to, distribute the Offered Units in a manner which complies with all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Offered Units or distribute the Offering Documents in connection with the distribution of the Offered Units and will not, directly or indirectly, offer, sell or deliver any Offered Units or deliver the Offering Documents to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Company to comply with the registration, prospectus, continuous disclosure or other similar requirements under the applicable securities laws of any jurisdiction other than the Qualifying Jurisdictions.
- 4.4 For the purposes of this Section 4, the Agents shall be entitled to assume that the Offered Units are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under NP 11-202) following the filing of the Final Prospectus unless otherwise notified in writing.

5. Deliveries on Filing and Related Matters

5.1 The Company shall deliver to the Agents:

- (a) concurrently with the filing thereof, a copy of the Preliminary Prospectus, the Amended Prospectus and the Final Prospectus in the English language signed and certified by the Company as required by Canadian Securities Laws;
- (b) concurrently with the filing thereof, a copy of any Supplementary Material required to be filed by the Company in compliance with Canadian Securities Laws;
- (c) concurrently with the filing of the Final Prospectus, a copy of the U.S. Private Placement Memorandum (including the Final Prospectus); and
- (d) concurrently with the filing of the Final Prospectus with the Canadian Securities Regulators, a long form comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to SCP, on behalf of the Agents, acting reasonably, addressed to the Agents and the directors of the Company from the Company's auditors with respect to financial and accounting information relating to the Company contained in the Prospectus, which letter shall be based on a review by the Company's auditors within a cut-off date of not more than two Business Days prior to the date of the letter and which letter shall be in addition to the auditors' consent letter addressed to the Canadian Securities Regulators; and
- (e) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondences indicating that the application for the listing and posting for trading of the Unit Shares, the Warrants and Warrant Shares on the TSXV have been approved, and the notification to the Nasdaq of the listing of the Unit Shares and the Warrant Shares has been made, subject only to satisfaction by the Company of customary post-closing conditions imposed by the TSXV;

5.2 The Company shall also prepare and deliver promptly to the Agents copies of all Supplementary Material, signed and certified as applicable. Concurrently with the delivery of any Supplementary Material, the Company shall deliver to the Agents, with respect to such Supplementary Material, documents substantially similar to those referred to in Sections 5.1(a), 5.1(b), 5.1(c), and 5.1(d).

5.3 The Company and the Agents hereby covenant and agree:

- (a) that during the period of distribution of the Offered Units, the Company and the Agents shall approve in writing, prior to such time that marketing materials are provided to potential Purchasers, the template version of any marketing materials reasonably requested to be provided by the Agents to any potential Purchaser of Offered Units, such marketing materials to comply with Canadian Securities Laws and such approval by the Company constituting the Agents' authority to use such marketing materials in connection with the Offering and to provide them to potential Purchasers of Offered Units. The Company shall file a template version of such marketing materials with the Canadian Securities Regulators as soon as reasonably practicable after the template version of such marketing materials are so approved in writing by the Company and the Agents, and in any event on or before the day the marketing materials are first provided to any potential Purchaser of Offered Units. The Company and the Agents may agree that any comparables shall be redacted from the template version in accordance with NI 44-101 and 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 Company. The Company shall prepare and file with the Canadian Securities Regulators a revised template version of any marketing materials provided to potential investors of Offered Units where required under Canadian Securities Laws in the Qualifying Jurisdictions;

- (b) not to provide any potential Purchaser of Offered Units with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential Purchaser of Offered Units;
- (c) not to provide any potential Purchaser of Offered Units with any materials or information in relation to the distribution of the Offered Units or the Company other than: (i) such materials that have been approved and filed in accordance with this Section 5.3; (ii) any standard term sheets (provided they are in compliance with Canadian Securities Laws); and (iii) the Offering Documents; and
- (d) that any marketing material, including standard term sheets for which the template versions thereof have been approved and filed in accordance with this Section 5.3 shall be approved in writing by the Company and SCP, on behalf of the Agents.

5.4 Delivery of the Marketing Document and any Offering Document by the Company shall constitute the representation and warranty of the Company to the Agents that, as at their respective dates of filing:

- (a) all information and statements (except information and statements relating solely to the Agents and provided by the Agents in writing expressly for inclusion therein (the “**Agents’ Information**”)) contained and incorporated by reference in the Marketing Document and the Offering Documents, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Offering and the Offered Units, as required by Applicable Securities Laws;
- (b) no material fact or information has been omitted therefrom (except the Agents’ Information) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and
- (c) except with respect to the Agents’ Information, such document complies with the requirements of Applicable Securities Laws.

Such deliveries of an Offering Document shall also constitute the Company’s consent to the Agents’ use of such Offering Document in connection with the offer and sale of Offered Units in compliance with this Agreement and the Applicable Securities Laws unless otherwise advised in writing.

5.5 The Company will provide access to the Prospectus and any Supplementary Material through the procedure prescribed under the “Access Equals Delivery” exemption under Canadian Securities Laws, and the Agents and the Company shall satisfy any request for electronic or paper copies of the Prospectus in accordance therewith, without charge. If reasonably requested by the Agents, the Company shall cause commercial copies of the Offering Documents to be delivered to the Agents without charge, in such numbers and in such cities as the Agents may reasonably request by written instructions to the Company’s financial printer of the Offering Documents given forthwith after the Agents has been advised that the Company has complied with the Canadian Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is two Business Days after the Canadian Securities Regulators have issued a receipt for the Amended Prospectus and a Final Receipt for the Final Prospectus, and on or before a date which is two Business Days after the Canadian Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material.

5.6 During the period commencing on the date hereof and until completion of the distribution of the Offered Units, the Company will promptly provide to the Agents drafts of any press releases of the Company for review by the Agents and the Agents' counsel prior to dissemination and the Company agrees that it shall obtain prior approval of SCP, on behalf of the Agents, acting reasonably, as to the content and form of any press release to be issued in connection with the Offering. In addition, in order to comply with applicable U.S. Securities Laws, any press release announcing or otherwise concerning the Offering shall (1) (a) only be released outside the United States; and (b) include an appropriate notation substantially as follows: **"Not for distribution to United States Newswire Services or for dissemination in the United States.** This news release does not constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of any of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful, including any of the securities in the United States of America. The securities have not been registered under the United States Securities Act of 1933, as amended (the "1933 Act"), or any U.S. state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the 1933 Act) unless registered under the 1933 Act and applicable U.S. state securities laws, or an exemption from such registration requirements is available." or (2) be modified and/or revised as needed to be released within the United States to comply with U.S. Securities Laws

6. Material Changes

6.1 During the period commencing on the date hereof and until completion of the distribution of the Offered Units, the Company covenants and agrees with the Agents that it shall promptly inform the Agents (and if requested by the Agents, confirm such notification in writing) of the full particulars of:

- (a) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company and its subsidiaries, on a consolidated basis;
- (b) any material fact (actual, anticipated, threatened, contemplated, or proposed) which has arisen or has been discovered (other than any Agents Information) and would have been required to have been stated in any Offering Document had the fact arisen or been discovered on, or prior to, the date of such document;
- (c) any change (actual, anticipated, threatened, contemplated, or proposed) in any material fact contained in the Offering Documents (other than any Agents Information) or any event or state of facts that has occurred after the date hereof which, in any case, is, or may be, of such nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in any Offering Document not complying (to the extent that such compliance is required) with Applicable Securities Laws;

- (d) any notice by any governmental, judicial or regulatory authority requesting any information, meeting or hearing relating to the Company or the Offering; or
 - (e) any other material event or state of affairs of which it becomes aware that would reasonably be expected to be relevant to the Agents' due diligence investigations.
- 6.2 The Company will comply with Part 6 of NI 41-101 and with the comparable provisions of Canadian Securities Laws, and the Company will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions.
- 6.3 In addition to the provisions of Sections 6.1 and 6.2, the Company shall in good faith discuss with the Agents any change, event or fact contemplated in Section 6.1 and 6.2 which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agents under Section 6.1 and shall consult with the Agents with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator or delivered to any Purchaser or prospective Purchaser until the Agents and their legal counsel: (a) have been given a reasonable opportunity to review; and (b) approve such material, acting reasonably.
- 6.4 If during the period from the date hereof to the later of: (i) the Closing Date; and (ii) the date of the completion of the distribution of the Offered Units, it shall be necessary to file or deliver any Supplementary Material to comply with any Applicable Securities Laws, the Company shall, in co-operation with the Agents, make any such filing and/or delivery as soon as reasonably practicable.
- 6.5 If during the period of distribution of the Offered Units there shall be any change in Canadian Securities Laws which, in the opinion of the SCP, on behalf of the Agents, acting reasonably, requires the filing of any Supplementary Material, upon written notice from SCP, on behalf of the Agents, the Company shall, to the satisfaction of SCP, on behalf of the Agents, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.
- 6.6 During the period commencing on the date hereof and until completion of the distribution of the Offered Units, the Company shall promptly inform the Agents (and if requested by the Agents, confirm such notification in writing) if any of the representations or warranties made by the Company in this Agreement shall no longer be true and correct in all material respects at any particular time (after giving effect to the transactions contemplated by this Agreement).
- 7. Covenants of the Company**
- 7.1 The Company hereby covenants to the Agents that:
- (a) the Company will advise the Agents, promptly after receiving notice thereof, of the time when the Amended Prospectus, the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to NP 11-202 and will provide evidence reasonably satisfactory to the Agents of each such filing and copies of such receipts;

- (b) the Company will advise the Agents, promptly after receiving notice or obtaining knowledge thereof, of:
- (i) the issuance by any applicable securities regulatory authority of any order suspending or preventing the use of any Offering Document;
 - (ii) the issuance by any applicable securities regulatory authority of any order suspending the qualification of the Offered Units in any of the Qualifying Jurisdictions, suspending the distribution of the Offered Units or suspending the trading of any securities of the Company;
 - (iii) the institution, threatening or contemplation of any proceeding for any such purposes;
 - (iv) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Offered Units) has been issued by any Securities Regulator or the institution, threatening or contemplation of any proceeding for any such purposes; or
 - (v) any requests made by any applicable securities regulatory authority for amending or supplementing any Offering Document or for additional information;
- and will use its commercially reasonably best efforts to prevent the issuance of any order referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal of such order as expeditiously as possible;
- (c) until completion of the distribution of the Offered Units, the Company will promptly take, or cause to be taken, all commercially reasonable additional steps and proceedings that may from time to time be required under Canadian Securities Laws to continue to qualify the distribution of the Offered Units in the Qualifying Jurisdictions or, in the event that the Offered Units have, for any reason, ceased so to qualify, to so qualify again for distribution in the Qualifying Jurisdictions;
- (d) the Company will ensure that the necessary regulatory and third party consents, approvals, Permits and Authorizations, including under Applicable Securities Laws, and legal requirements in connection with the transactions contemplated by this Agreement are obtained or fulfilled on or prior to the Closing Time and will make all necessary filings (including post-closing filings pursuant to Applicable Securities Laws, including the “blue sky laws” in the United States and the rules and policies of the TSXV), take or cause to be taken all action required to be taken by the Company and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement;
- (e) the Company will use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of Canadian Securities Laws of each of the Reporting Jurisdictions to the date that is two years following the Closing Date, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing to be a “reporting issuer” so long as the holders of the 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 and securities laws and the rules and policies of the TSXV and the Nasdaq (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);

- (f) the Company will use its commercially reasonable efforts to maintain the listing of the Common Shares (including the Warrant Shares) and if applicable, the Warrants for trading on the TSXV and to maintain the listing of the Common Shares (including the Warrant Shares) for trading on the Nasdaq or such other recognized securities exchange, market or trading or quotation facility as the Agents may approve, acting reasonably, and comply with the rules and policies of the TSXV and the Nasdaq or such other exchange, market or facility to the date that is two years following the Closing Date, provided that this covenant shall not prevent the Company from transferring its listing to the Toronto Stock Exchange or completing any transaction which would result in the Common Shares ceasing to be listed so long as the holders of the 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 and securities laws and the rules and policies of the TSXV and the Nasdaq (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);
- (g) the Company will ensure that the Unit Shares, upon issuance, shall be duly and validly authorized and issued as fully paid and non-assessable Common Shares;
- (h) the Company will ensure that the Warrants, upon issuance, shall be duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in the Warrant Indenture;
- (i) the Company will duly execute and deliver this Agreement and, at the Closing Date, the Warrant Indenture, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;
- (j) the Company will ensure, at all times until the date that is twenty-four (24) months following the issuance of the Warrants, that sufficient Warrant Shares are authorized and allotted for issuance upon due and proper exercise of the Warrants. The Warrant Shares, upon issuance in accordance with the terms of the Warrant Indenture, and payment of the requisite consideration therefore shall be duly issued as fully paid and non-assessable Common Shares;
- (k) the Company confirms its intention as of the date hereof to use the net proceeds of the Offering in the manner specified in the Prospectus; provided that the Agents hereby acknowledge that there may be circumstances where, for sound business reasons, a re-allocation of funds may be necessary or advisable, and in the case of such circumstances arising, the Company may apply the net proceeds of the Offering accordingly;
- (l) the Company will fulfil or cause to be fulfilled, at or prior to the Closing Time each of the conditions set out in Section 9;
- (m) the Company will ensure that the Offered Units have the attributes corresponding in all material respects to the description thereof set forth in the Prospectus;

- (n) from the date of this Agreement until the date which is 90 days following the Closing Date, the Company will not, without the prior written consent of SCP, on behalf of the Agents, such consent not to be unreasonably withheld or delayed, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of (or agree to or announce any intention to do any of the foregoing) any equity or debt securities or securities convertible into equity or debt securities, other than pursuant to or in connection with (i) the Offering; (ii) the grant or exercise of stock options, the grant or settlement or restricted share units or deferred share units, and other similar issuances pursuant to the existing equity compensation plan of the Company and other share compensation arrangements outstanding as of the date hereof; (iii) the exercise of warrants outstanding as of the date hereof; (iv) a *bona fide*, arm's length acquisition by the Company, as full or partial consideration; (v) obligations of the Company in respect of existing mineral property agreements or other contractual arrangements; or (vi) offerings of securities of the Company to strategic investors; and
- (o) the Company shall cause each of its senior officers, directors and insiders of the Company (identified by SCP) to enter into lock-up agreements in form and substance satisfactory to the Agents and their counsel acting reasonably, pursuant to which each such individual will agree, until the date which is 90 days following the Closing Date, not to (other than in certain circumstances), without the prior written consent of SCP, such consent not to be unreasonably withheld or delayed, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, lend, swap, or otherwise dispose of, transfer, assign, or announce any intention to do so, any Common Shares or any securities convertible into or exchangeable for Common Shares, whether now owned directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of Common Shares, whether such transaction is settled by the delivery of Common Shares, other securities, cash or otherwise, other than pursuant to a bona fide take-over bid or any other similar transaction made generally to all of the shareholders of the Company, provided that, in the event the take-over bid or other similar transaction is not completed, such securities shall remain subject to the lockup agreement.

8. Representations, Warranties and additional Covenants of the Company

- 8.1 The Company represents and warrants to the Agents and acknowledges that each of them is relying upon such representations and warranties in arranging for Purchasers of the Offered Units and entering into this Agreement and that each Purchaser is relying upon such representations and warranties in purchasing the Offered Units, that:

General Matters

- (a) **Good Standing of the Company.** The Company (i) has been incorporated under the laws of British Columbia and is in good standing under the laws of British Columbia; (ii) has all requisite corporate power and authority to carry on its business as now conducted and to own, lease and operate its properties and assets; and (iii) has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement and the Warrant Indenture.

- (b) **Subsidiaries.** Other than the Subsidiaries, the Company currently has no other subsidiaries, and holds no shares or other ownership, equity or proprietary interests in any other person. Each of the Subsidiaries has been duly incorporated and is validly existing under the applicable laws of its jurisdiction of incorporation and has all requisite corporate power, capacity and authority to own, lease and operate, as applicable, its properties, Permits and assets and conduct its business as currently conducted and as proposed to be conducted, and is current with all material filings required to be made under its jurisdiction of incorporation and all other jurisdictions in which it exists or carries on any material business. The Company directly or indirectly owns 100% of the outstanding shares of the Subsidiaries, and all such shares are legally and beneficially owned by the Company, free and clear of all Liens or demands of any kind whatsoever, and all of such shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares (or the equivalent legal concept in another jurisdiction) and, no person has any right, agreement or option or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Company of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries or any other security convertible into or exchangeable for any such shares. The only subsidiaries that are material to the Company are the Material Subsidiaries.
- (c) **Carrying on Business.** The Company and each of the Subsidiaries is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all lawful requirements of any governmental or regulatory body, including but not limited to relevant exploration, concessions and Permits) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or carries on business to enable its business to be carried on as now conducted and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a written notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance, with any such laws, regulations or Permits.
- (d) **No Proceedings for Dissolution.** The Company is not insolvent and is able to meet all of its financial liabilities as they become due and no winding-up, liquidation, dissolution or bankruptcy proceedings have been commenced or are being commenced or contemplated by the Company, and no merger, consolidation, amalgamation, sale of all or substantially all of the assets or sale of the business transactions have been commenced or are being commenced or contemplated by the Company, and the Company has no knowledge of any such proceedings or transactions having been commenced or being contemplated in respect of the Company by any other party.
- (e) **Freedom to Compete.** Neither the Company nor any of the Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company or any of the Subsidiaries to compete in any line of business, transfer or move any of its assets or operations other than in the ordinary course or which would have a Material Adverse Effect.
- (f) **Share Capital.** The authorized capital of the Company consists of (i) an unlimited number of Common Shares without par value, and (ii) 20,000,000 Preferred Shares, issuable in series, of which 4,000,000 are authorized to be designated as Series 1 Convertible Preferred Shares with a conversion value of \$180 per Series 1 Convertible Preferred Share. As of the close of business on November 11, 2025, 21,455,608 Common Shares were issued and outstanding as fully paid and non-assessable shares and 118,186 Series 1 Convertible Preferred Shares were issued and outstanding as fully paid and non-assessable shares.
- (g) **Absence of Rights.** Other than in connection with this Offering and except as referred to in Schedule “B” hereto, no person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Company and the Offered Units upon issuance will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Company.

- (h) **Prior Issuances of Securities.** The offer and sale of all Common Shares, convertible securities, rights, warrants or options of the Company issued and outstanding as of the date of this Agreement have been made in material compliance with all applicable laws
- (i) **No Voting Control.** The Company is not a party to any agreement, nor is the Company aware of any agreement, which in any manner affects or will affect the voting control of any of the securities of the Company.
- (j) **Common Shares are Listed.** The currently issued and outstanding Common Shares are listed and posted for trading on the TSXV and the Nasdaq and no order ceasing or suspending trading in the Common Shares or prohibiting the sale of the Offered Units has been issued and to the best knowledge of the Company, no proceedings, actions, inquiries, or investigations for such purpose has been threatened or are pending
- (k) **Stock Exchange Compliance.** The Company has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on the TSXV or the Nasdaq and the Company is currently in compliance with the rules and policies of the TSXV and the Nasdaq in all material respects.
- (l) **Transfer Agent.** The Transfer Agent at its principal office in Vancouver, British Columbia has been duly appointed as the registrar and transfer agent in respect of the Common Shares.
- (m) **Warrant Agent.** At the Closing Time, the Warrant Agent at its principal office in Vancouver, British Columbia will be duly appointed as the warrant agent in respect of the Warrants.
- (n) **Material Agreements and Debt Instruments.** All of the Material Agreements and Debt Instruments of the Company and the Subsidiaries have been disclosed in the Public Record and the Prospectus and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Company and the Subsidiaries have performed all material obligations (including payment obligations) in a timely manner under, and is in material compliance with all terms and conditions contained in, each Material Agreement and Debt Instrument. The Company and the Subsidiaries are not in violation, breach or default nor have they received any written notification from any party claiming that they are in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Company, is in breach, violation or default of any term under any Material Agreement or Debt Instrument. The Company does not expect any Material Agreements to which the Company or the Subsidiaries are a party or otherwise bound or the relationship with the counterparties thereto to be terminated or adversely modified, amended or varied or adversely enforced against the Company or the Subsidiaries, as applicable, other than in the ordinary course of business. The carrying out of the business of the Company and the Subsidiaries as currently conducted and as proposed to be conducted does not result in a material violation or breach of or default under any Material Agreement or Debt Instrument.

- (o) **No Actions or Proceedings.** There are no actions, suits, proceedings or investigations, at law or in equity, by any person (or by or on behalf of the Company) nor any arbitration, administrative or other proceeding by or before any Governmental Entity pending, or, to the knowledge of the Company, threatened against or affecting the Company, the Subsidiaries or any of their assets, and the Company knows of no valid basis for any such action, suit, proceeding, arbitration or investigation by or against the Company or the Subsidiaries or their assets. Neither the Company nor any of the Subsidiaries is subject to any judgment, order or decree entered in any lawsuit or proceeding nor has the Company nor any of the Subsidiaries settled any Claim prior to being prosecuted in respect of it.
- (p) **Judgments.** There are no judgments against the Company or any of the Subsidiaries or, to the knowledge of the Company, against the Mineral Properties that are unsatisfied, nor are there any consent decrees or injunctions to which the Company, the Subsidiaries, or the Mineral Properties are subject.
- (q) **Financial Statements.** The (i) audited consolidated financial statements of the Company for the financial years ended December 31, 2024 and December 31, 2023, together with the auditors reports and the notes thereto, and (ii) the unaudited condensed interim consolidated financial statements of the Company for the three and six-months ended June 30, 2025 and June 30, 2024 (collectively, taken together the “**Financial Statements**”), are true and correct and present fairly, in all material respects, the financial position of the Company on a consolidated basis, for the periods then ended and have been prepared in accordance with U.S. GAAP, applied on a consistent basis throughout the periods involved.
- (r) **No Material Changes.** Since December 31, 2024, other as disclosed in the Public Record and the Prospectus:
- (i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Company on a consolidated basis;
 - (ii) there has not been any material change in the capital stock or long-term debt of the Company on a consolidated basis; and
 - (iii) the Company and the Subsidiaries have carried on their respective businesses in the ordinary course.
- (s) **No Off-Balance Sheet Arrangements.** There are no material off-balance sheet transactions, arrangements, obligations, or liabilities (whether accrued, absolute, contingent or otherwise) or other relationships of the Company or the Subsidiaries with unconsolidated entities or other persons which are required to be disclosed and are not disclosed or reflected in the Financial Statements or that could reasonably be expected to have a Material Adverse Effect.
- (t) **Internal Accounting Controls.** The Company and the Subsidiaries maintain 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 U.S. GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

- (u) **Accounting Policies.** There has been no change in accounting policies or practices of the Company since December 31, 2024, other than the adoption of certain additional accounting policies in accordance with U.S. GAAP as disclosed in the Financial Statements.
- (v) **Independent Auditors.** The auditors of the Company are independent public accountants within the meaning of Applicable Securities Laws and the Public Company Accounting Oversight Board, and there has not been any “reportable event” (within the meaning of NI 51-102) with respect to the present or any former auditor of the Company.
- (w) **Purchases and Sales.** Neither the Company nor any Subsidiary has approved, entered into any agreement in respect of, or has knowledge of:
 - (i) the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Company or any Subsidiary whether by asset sale, transfer of shares, or otherwise;
 - (ii) the change of control (by sale or transfer of voting or equity securities or sale of all or substantially all of the assets of the Company or any Subsidiary) of the Company; or
 - (iii) a proposed or planned disposition of voting or equity securities by any shareholder who owns, directly or indirectly, 10% or more of the outstanding securities of the Company.
- (x) **Previous Corporate Transactions.** All material corporate transactions completed by the Company or the Subsidiaries of any securities, business or assets of any other entity, have been fully and properly disclosed in the Public Record, were completed in material compliance with all applicable corporate and securities laws and all necessary corporate and regulatory approvals, consents, Authorizations, registrations, and filings required in connection therewith were obtained or made, other than those which the failure to make or obtain would not individually or in the aggregate have a Material Adverse Effect.
- (y) **No Material Loans or Non-Arm’s Length Transactions.** Except as disclosed in the Financial Statements and the Prospectus, the Company is not a party to any material Debt Instrument or has any material loans or other material indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm’s length with the Company.
- (z) **Dividends.** There is not in the constating documents or equivalent organizational or governing documents or in any Debt Instrument, Material Agreement, or other instrument or document to which the Company is a party, any restriction upon or impediment to, the declaration of dividends by the directors of the Company.
- (aa) **Insurance.** The assets of the Company and the Subsidiaries are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and neither the Company nor any Subsidiary has failed to promptly give any notice or present any material claim thereunder. There are no material claims by the Company or any Subsidiary under any insurance policy or instrument to which any insurance company is denying liability or defending under a reservation of rights clause and that would result in a Material Adverse Effect.

- (bb) **Leased Premises.** With respect to each of the Leased Premises, the Company and/or each Material Subsidiary occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Company or any Material Subsidiary occupies the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement, and the completion of the transactions described herein by the Company, will not afford any of the parties to such leases or any other person the right to terminate any such lease or result in any additional or more onerous obligations under such leases.
- (cc) **Taxes.** All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company and the Subsidiaries have been paid, except where the failure to do so would not reasonably be expected to give rise to a Material Adverse Effect or result in an adverse material change to the Company. All tax returns, declarations and filings required to be filed by the Company and the Subsidiaries have been timely filed with all appropriate governmental authorities and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company or any Subsidiary is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by the Company or any Subsidiary, except where such examinations, issues or disputes, individually or collectively, would not reasonably be expected to have a Material Adverse Effect or result in an adverse material change to the Company.
- (dd) **Anti-Bribery Laws.** Neither the Company nor any Subsidiary nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent thereof has (i) violated any anti-bribery or anti-corruption laws applicable to the Company or any Subsidiary, including but not limited to the *Foreign Corrupt Practices Act of 1977* (United States) and the *Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (A) to any representative of a Governmental Entity ("**Government Official**"), whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Company or any Subsidiary in obtaining or retaining business for or with, or directing business to, any person; or (B) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Company nor any Subsidiary nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of foregoing, has (x) conducted or initiated any review, audit, or internal investigation that concluded the Company or any Subsidiary, or any director, officer, employee, consultant, representative or agent thereof violated such laws or committed any material wrongdoing, or (y) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging noncompliance with any such laws.

- (ee) **Anti-Money Laundering.** The operations of the Company and each Subsidiary have been conducted at all times in material compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.
- (ff) **Sanctions.** None of the Company, nor any Subsidiary or, to the best knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is a person that is, or is owned or controlled by a person that is, currently subject or target of any sanctions administered or enforced by the U.S. government (including, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”) or the U.S. Department of State and including the designation as a “specially designated national” or “blocked person”), the United Nations Security Council, the European Union, His Majesty’s Treasury, Governmental Entity or other regulatory authority, or other relevant sanctions authority (collectively, the “**Sanctions**”), nor is the Company nor any Subsidiary located, organized or resident in a country or territory that is the subject or the target of Sanctions (a “**Sanctioned Country**”); and the Company will not, directly or indirectly, use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person: (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country in violation of Sanctions; or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as an underwriter, advisor, investor or otherwise) of Sanctions. The Company and its Subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country in violation of Sanctions.
- (gg) **Directors and Officers.** To the knowledge of the Company, other than as disclosed in the Public Record, none of the directors or officers of the Company are now, or have ever been, (i) subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange, or (ii) subject to an order preventing, ceasing or suspending trading in any securities of the Company or any other public company.

- (hh) **Related Parties.** None of the directors, officers or employees of the Company, any known holder of more than 10% of any class of securities of the Company, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction with the Company which, as the case may be, materially affected, is material to or will materially affect the Company.
- (ii) **Minute Books and Records.** The minute books and records of the Company and the Material Subsidiaries which the Company has made available to the Agents and Agents' counsel, in connection with their due diligence investigation from the period requested to the date of examination thereof contain copies of constating documents, including amendments thereto, and all material proceedings of securityholders and directors (and committees thereof) and are complete in all material respects.

Disclosure Matters

- (jj) **Reporting Issuer Status and Obligations.** The Company is a "reporting issuer", not included in a list of defaulting reporting issuers maintained by the Canadian Securities Regulators in the Reporting Jurisdictions, and in particular, without limiting the foregoing, the Company has in all material respects complied with its continuous disclosure obligations, including its obligation to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to the Company which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the Canadian Securities Regulators in the Reporting Jurisdictions and there is no material change report that has been filed on a confidential basis that remains confidential as at the date hereof.
- (kk) **Accuracy of Public Record.** All documents previously published or filed by the Company with the Canadian Securities Regulators in the Reporting Jurisdictions and with the SEC in the United States, or available under the Company's Public Record, contain no 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 were prepared in accordance with and complied with Canadian Securities Laws, except where such noncompliance has not, or would not reasonably be expected to have, a Material Adverse Effect. The Company is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16.1 – *Civil Liability for Secondary Market Disclosure of the Securities Act* (British Columbia) and analogous provisions under Canadian Securities Laws.
- (ll) **Forward-Looking Information.** With respect to forward-looking information contained in the Public Record and the Offering Documents:
 - (i) the Company had a reasonable basis for the forward-looking information at the time the disclosure was made;
 - (ii) all material forward-looking information is directly or indirectly identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information and identifies material risk factors that could cause actual results to differ materially from the forward-looking information; and states the material factors or assumptions used to develop forward-looking information; and
 - (iii) the Company has updated such forward-looking information if required to comply with Applicable Securities Laws.

- (mm) **Full Disclosure.** All information which has been prepared by the Company relating to the Company and its Subsidiaries, as applicable, and any of its business, properties and liabilities, and either publicly disclosed or provided to the Agents including all financial, marketing, sales and operational information provided to the Agents is, as of the date of such information, true and correct in all material respects, and no material fact or facts have been intentionally omitted or withheld therefrom which would make such information misleading.
- (nn) **Proposed Acquisition.** The Company has not completed any “significant acquisition” or “significant disposition” (as such terms are used in NI 44-101) that would require the inclusion of any additional financial statements or pro forma financial statements in the Prospectus, pursuant to Canadian Securities Laws, and no proposed acquisition by the Company has progressed to a state where a reasonable person would believe that the likelihood of the Company completing the acquisition is high and that: (i) if completed by the Company at the date of the Preliminary Prospectus, would be a significant acquisition for the purposes of Canadian Securities Laws, or (ii) would require the financial statement disclosure in respect of the acquired business for the purposes of Canadian Securities Laws.

Mining and Environmental Matters

- (oo) **Properties and Assets.** The Company and/or the Subsidiaries are, directly or indirectly, the absolute legal and beneficial owners of and have good and marketable title to, all Mineral Properties, such properties and assets are free of all Liens (subject to deeds of hypothecation that have been registered pursuant to the Selebi Purchase Agreement and the Selkirk Purchase Agreement), except for the royalty agreements and contingent consideration agreements in respect of the Mineral Properties with the liquidator of BCL Limited, as described in the Public Record, and no other property rights (including surface or access rights) are necessary for the conduct of the business in respect of the Mineral Properties as currently conducted or contemplated to be conducted. Any and all Contracts pursuant to which the Company and/or the Subsidiaries holds material assets or is entitled to the use of or to acquire ownership of material assets (whether directly or indirectly) are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and there is currently no material default of any of the provisions of any such agreements nor has any such default been alleged, and the Company after making due enquiries is not aware of any disputes or claims or basis for any claim that might or could adversely affect the right of the Company and/or the Subsidiaries to use, transfer, access or otherwise exploit property rights of the Mineral Properties and, other than annual mining licence fees and royalties payable to the Government of Botswana pursuant to the *Mines and Minerals Act* (1999), neither the Company nor any Subsidiary has a responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof.
- (pp) **Mineral Properties and Mining Rights.** The Company and/or the Subsidiaries hold, mining licences or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdiction in which the Mineral Properties are located in respect of the ore bodies and specified minerals located in the Mineral Properties, under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Company and/or the Subsidiaries to access the Mineral Properties and explore and exploit the minerals relating thereto as are appropriate in view of their respective rights and interests therein; all such properties, leases, concessions or claims in respect of the Mineral Properties have been validly located and recorded in accordance with all applicable laws and are valid, subsisting and in good standing.

- (qq) **Mineral Rights.** The Mineral Rights are the only material mining licence, claim, lease or other mineral property rights in respect of the Mineral Properties. The Mineral Rights are validly held (directly or indirectly) by the Company. Other than the deeds of hypothecation that have been registered pursuant to the Selebi Purchase Agreement and the Selkirk Purchase Agreement, the Mineral Rights are free and clear of any material Liens and other than any statutory royalty payable on any minerals extracted and a further contractual royalty and contingent consideration payable pursuant to the Selebi Purchase Agreement and the Selkirk Purchase Agreement, no material royalty will be payable in respect of the Mineral Rights.
- (rr) **Valid Title Documents.** Any and all of the agreements and other documents and instruments pursuant to which the Company or a Subsidiary holds the Mineral Properties (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 Company nor any Subsidiary thereto is in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. The Mineral Properties (and any option agreement or any interest in, or right to earn an interest in, such Mineral Properties) are not subject to any right of first refusal or purchase or acquisition rights.
- (ss) **Possession of Permits and Authorizations.** The Company and each of the Subsidiaries, as the case may be, has obtained, or has applied for, all Authorizations necessary to carry on the business of the Company and the Subsidiaries, including with respect to the Mineral Properties, as it is currently conducted. The Company and each of the Subsidiaries is in compliance with the terms and conditions of such Authorizations, except where noncompliance would not reasonably be expected to have a Material Adverse Effect. All of the Authorizations issued to date are valid, subsisting, in good standing and in full force and effect and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of such Authorizations, or any notice advising of the refusal to grant any Authorization relating to the Mineral Properties that has been applied for or are in the process of being granted. The Company anticipates that all remaining Authorizations required for the conduct of it and its Subsidiaries' businesses and operations as proposed to be conducted shall be obtained in the ordinary course of business without either such entity being subject to any material liabilities or obligations outside of the ordinary course or such Authorizations including conditions which may not be satisfied on a reasonable basis by the Company and/or the Subsidiaries, as applicable.
- (tt) **No Expropriation.** No part of the Mineral Properties has been taken, revoked, condemned, or expropriated by any Governmental Entity nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Company, been commenced, threatened, or is pending, nor does the Company have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

- (uu) **No Indigenous Claims.** To the knowledge of the Company: (i) there are no claims or actions with respect to indigenous rights currently outstanding, threatened or pending, with respect to the Mineral Properties; (ii) no land entitlement claims have been asserted nor have or any legal actions relating to indigenous issues been instituted with respect to the Mineral Properties; and (iii) no material disputes with any indigenous group in respect of the Mineral Properties exists or, are threatened or imminent.
- (vv) **Material Compliance.** The Company and the Subsidiaries are in material compliance with all Environmental Laws and all operations on the properties of the Company and the Subsidiaries, carried on by or on behalf of the Company and the Subsidiaries, have been conducted in all respects in accordance with good exploration, mining and engineering practices.
- (ww) **Hazardous Substance.** Neither the Company nor any Subsidiary has used, except in material compliance with all Environmental Laws and Permits, the Mineral Properties or any other properties or facilities which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance.
- (xx) **Notice.** Neither the Company nor any of the Subsidiaries has received any notice of, nor to the knowledge of the Company have any predecessor companies received notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Laws including in relation to the Mineral Properties, and neither the Company nor any of the Subsidiaries, nor to the knowledge of the Company any predecessor companies, have settled any allegation of such non-compliance short of prosecution. There are no orders or directions of any Governmental Entity, made pursuant to Environmental Laws, requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Company or any Subsidiary, including the Mineral Properties, and neither the Company nor any Subsidiary has received notice of any such order or direction.
- (yy) **Unresolved Claims.** There are no unresolved claims, complaints, notices or requests for information received by the Company or any Subsidiary with respect to any alleged material violation by the Company or any Subsidiary of any Environmental Laws including with respect to the Mineral Properties, and to the knowledge of the Company, none that are threatened or pending; and to the knowledge of the no conditions exist at, on or under any properties now or previously owned, operated or leased by the Company or any Subsidiary which, with the passage of time, or the giving of notice or both, would give rise to liability under Environmental Laws that, individually or in the aggregate, has or would have a Material Adverse Effect.
- (zz) **Corrective Action.** Except as ordinarily or customarily issued with respect to any Environmental Permit, neither the Company nor any Subsidiary has received any notice, including relating to the Mineral Properties, wherein it is alleged or stated that the Company or any Subsidiary is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws. Neither the Company nor any Subsidiary has received any notice from any federal, state, municipal or local Governmental Entity relating to inquiries regarding disposal sites in respect of the Mineral Properties.

- (aaa) **Environmental Audits.** Neither the Company nor any Subsidiary is currently undertaking any environmental audits, evaluations, assessments, studies or tests relating to relating to the Company or any Subsidiary or any properties or assets owned or leased by them, except for ongoing assessments conducted by or on behalf of the Company and the Subsidiaries in the ordinary course of business.
- (bbb) **Actions or Claims.** There are currently no pending, or to the knowledge of the Company threatened, administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws in respect of the Mineral Properties against the Company or any Subsidiary.

Properties and Technical Information

- (ccc) **Scientific and Technical Information.** The Technical Reports comply in all material respects with the requirements of NI 43-101, including the information contained therein relating to scientific and technical information, and, to the knowledge of the Company, there have been no material adverse changes to such scientific or technical information since the date of such reports. The Technical Reports are the sole “current” technical reports of the Company for the purposes of NI 43-101. The Company has made available to the authors of the Technical Reports, prior to the issuance thereof, for the purpose of preparing such reports, all information requested by such authors and, to the knowledge of the Company, none of such information contains any misrepresentation at the time such information was provided. The information set forth in the Prospectus and the Public Record relating to scientific and technical information, including any estimates of the mineral resources of the Mineral Properties, has been prepared in accordance with NI 43-101 and in compliance with the other Canadian Securities Laws of the Qualifying Jurisdictions.
- (ddd) **Community Relationships, Artisanal Miners.** The Company and the Subsidiaries currently maintain and reasonably expect to continue to maintain good relationships with the communities and persons affected by or located on the Mineral Properties, in all material respects, and there are no complaints, issues, proceedings or discussions which are ongoing or anticipated which could have the effect of interfering with, delaying or impairing the ability to explore, develop, exploit or otherwise operate the Mineral Properties, and the Company does not anticipate any issues or liabilities to arise on the Mineral Properties in respect of any artisanal mining activity that has adversely affected, or would adversely affect, the Company or the Subsidiaries’ ability to explore, develop, exploit or otherwise operate the Mineral Properties.
- (eee) **Government Relationships.** The Company and the Subsidiaries maintain good relationships and reasonably expect to continue to maintain good relationships with all Governmental Entities in the jurisdictions in which the Mineral Properties are located, or in which such parties otherwise carry on their business or operations in all material respects. All such relationships with Governmental Entities are intact and mutually cooperative and there exists no condition or state of fact or circumstances in respect thereof, that would prevent the Company and the Subsidiaries, as applicable, from conducting their business and all activities in connection with the Mineral Properties as currently or proposed to be conducted, and to the knowledge of the Company, there exists no actual or, threatened termination, limitation or other adverse modification in any such relationships with such Governmental Entities.

- (fff) **Change in Legislation.** The Company is not aware of any legislation, regulation or change in government position published or contemplated by a legislative body or Governmental Entity, which it anticipates will materially and adversely affect the business (as currently carried on or proposed to be carried on), affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Company on a consolidated basis.
- (ggg) **Employment Laws.** The Company and the Subsidiaries are in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety, workplace laws, regulations and policies and pay equity and wages. There are no material claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any applicable laws related to human rights, employment standards, workers' compensation, occupational health and safety or similar legislation nor has any event occurred which may give rise to any of the foregoing.
- (hhh) **Employee Plans.** Each Benefit Plan has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such employee plans, in each case in all material respects and has been publicly disclosed to the extent required by Applicable Securities Laws.
- (iii) **Labour Matters.** There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding, or to the knowledge of the Company, threatened or pending, against the Company or any Subsidiary which is adversely affecting or could adversely affect, in a material manner, the carrying on of the business of the Company or the Subsidiaries and no union representation exists for the employees of the Company or any Subsidiary and no collective bargaining agreement is in place or being negotiated by the Company or any Subsidiary.

Offering Related Matters

- (jjj) **Valid and Binding Documents.** Each of the execution and delivery of this Agreement and the Warrant Indenture by the Company and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Company and upon the execution and delivery thereof shall constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other 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 may be limited by applicable laws in effect in the province of British Columbia.
- (kkk) **All Consents and Approvals.** All consents, approvals, Permits, Authorizations or filings as may be required under Applicable Securities Laws necessary for: (i) the execution and delivery of this Agreement and the Warrant Indenture; (ii) the creation, issuance, sale and delivery, as applicable, of Offered Units; and (iii) the consummation of the transactions contemplated hereby and thereby, have been made or obtained, as applicable, other than customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws.

- (lll) **Offering Documents.** Each of the Preliminary Prospectus, the Amended Prospectus, the Final Prospectus, the U.S. Private Placement Memorandum, and the Marketing Document, the execution and filing of each of the Preliminary Prospectus, the Amended Prospectus, the Final Prospectus and the filing of the Marketing Document with the Canadian Securities Regulators and the delivery of the U.S. Private Placement Memorandum have been or will be prior to the filing or use thereof duly approved and authorized by all necessary corporate action of the Company, and the Final Prospectus will be duly executed by and filed on behalf of the Company.
- (mmm) **Absence of Breach or Default.** (i) The Company is not in breach or default of, and (ii) the execution and delivery of this Agreement and the Warrant Indenture and the performance by the Company of its obligations hereunder or thereunder, and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both): (A) any material statute, rule or regulation applicable to the Company, including the Applicable Securities Laws; (B) the constating documents or resolutions of the Company which are in effect at the date hereof; (C) any Debt Instrument or Material Agreement; or (D) any judgment, decree or order binding the Company, the Subsidiaries or their properties or assets. The execution and delivery of this Agreement and the Warrant Indenture and the performance by the Company of its obligations hereunder or thereunder do not and will not result in the creation or imposition of any Lien on the Company, its Subsidiaries or their properties or assets, and do not and will not give others a right to the acceleration, repurchase, redemption or repayment of all or any portion of indebtedness of the Company or its Subsidiaries.
- (nnn) **Corporate Actions.** All necessary corporate action has been taken by the Company so as to: (i) validly authorize the issuance of and issue the Unit Shares as fully paid and nonassessable Common Shares on Closing; (ii) validly create the Warrants and authorize the issuance of and issue the Warrants on Closing; and (iii) validly allot the Warrant Shares and authorize the issuance of the Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture.
- (ooo) **Validly Issued Unit Shares.** The Unit Shares have been duly and validly authorized for issuance and sale and when issued and delivered by the Company pursuant to this Agreement, against payment of the consideration set forth herein, the Unit Shares will be validly issued as fully paid and non-assessable Common Shares.
- (ppp) **Validly Issued Warrants.** The Warrants have been duly and validly created and authorized for issuance and when issued and delivered by the Company pursuant to this Agreement and the Warrant Indenture, the Warrants will be validly issued.
- (qqq) **Validly Authorized Warrant Shares.** The Warrant Shares to be issued have been duly and validly authorized and reserved for issuance and, upon due exercise of the Warrants in accordance with their terms and against payment of the consideration therefor, when issued and delivered by the Company, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.
- (rrr) **Listing.** The Company has filed with the TSXV and the Nasdaq all necessary documents and has taken, or will have taken prior to the Closing Time, all necessary steps to ensure that, at the Closing Time, the Unit Shares, Warrants and Warrant Shares will be listed and posted for trading on the TSXV and that the Unit Shares and Warrant Shares will be listed Nasdaq, in each case subject only to their issuance.

- (sss) **Fees and Commissions.** Other than the Agents (or any members of their selling group) pursuant to this Agreement, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering.
- (ttt) **Entitlement to Proceeds.** Other than the Company, there is no person that is or will be entitled to the proceeds of the Offering under the terms of any Material Agreement, Debt Instrument or other document or instrument (written or unwritten).
- (uuu) **Continuous Disclosure.** The Company has filed all periodic and timely continuous disclosure documents that it is required to have filed by each of the following: (i) Applicable Securities Laws; (ii) an order issued by the regulator or securities regulatory authority; and (iii) an undertaking to the regulator or securities regulatory authority.

9. Conditions to Closing

- 9.1 The following are conditions to the completion of the Agents' obligation as contemplated in this Agreement, which conditions shall have been fulfilled by the Company, as applicable, on or prior to the Closing Time, other than as may be waived in writing in whole or in part by the Agents:
- (a) the board of directors of the Company will have authorized and approved the execution and delivery of this Agreement, the Warrant Indenture and the Prospectus and the performance of all obligations hereunder and thereunder, including the sale and issuance of the Offered Units, and all matters relating to the foregoing;
 - (b) the Agents shall have received a certificate of the Company, signed by the Chief Executive Officer and the Chief Financial Officer or such other senior officers as may be acceptable to the Agents, acting reasonably, addressed to the Agents and their counsel and dated the Closing Date, with respect to (i) the constating documents of the Company, (ii) all resolutions, minutes or other records of various proceedings and actions of the Company's board of directors, relating to the Offering and this Agreement and the transactions contemplated hereby and thereby, and (iii) the incumbency and specimen signatures of signing officers of the Company, in the form of a certificate of incumbency and such further certificates and other documentation as may be contemplated in this Agreement or as the Agents or their counsel may reasonably require;
 - (c) the Agents shall have received, if requested, a certificate of the Company, signed by the Chief Executive Officer and the Chief Financial Officer or such other senior officers as may be acceptable to the Agents, acting reasonably, addressed to the Agents and their counsel and dated the Closing Date, in form and content satisfactory to the Agents, acting reasonably, certifying that:
 - (i) no order, ruling or determination having the effect of suspending the sale of the Offered Units or ceasing the trading of any securities of the Company (including the Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;

- (ii) there has been no adverse material change (actual, proposed or prospective, whether financial or otherwise) in the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company and its subsidiaries, on a consolidated basis, since the date hereof;
 - (iii) the Prospectus (except the Agents Information) complies with Canadian Securities Laws, does not contain a misrepresentation and contains full, true and plain disclosure of all material facts relating to the Company, the Offering and the Offered Units as required by Canadian Securities Laws
 - (iv) no default or event exists and is then continuing under this Agreement and no event exists that, but for the giving of notice, lapse of time, or both, or but for the satisfaction of any other condition after that event, would constitute a default or event of default under this Agreement;
 - (v) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects at the Closing Time, with the same force and effect as if made as at the Closing Time after giving effect to the transactions contemplated hereby, subject to any qualifications set out herein or therein; and
 - (vi) the Company has complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with or satisfied, other than conditions which have been waived by the Agents, at or prior to the Closing Time;
- (d) the Agents shall have received favourable legal opinions addressed to the Agents, in form and substance satisfactory to the Agents' counsel, dated the Closing Date, from legal counsel to the Company, and where appropriate, local counsel to the Company in the other Qualifying Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Company, with respect to the following matters:
- (i) the incorporation and subsistence of the Company under the laws of its jurisdiction of incorporation and as to the Company having the requisite corporate power and capacity under the laws of its jurisdiction of incorporation to carry on business and to own, lease and operate properties and assets;
 - (ii) the authorized and issued capital of the Company (which opinion as to the number of outstanding Common Shares shall be based solely on a certificate of the transfer agent of the Company);
 - (iii) the corporate power and authority of the Company to execute, deliver and perform its obligations under this Agreement and the Warrant Indenture, and to create, issue and sell the Offered Units;
 - (iv) this Agreement and the Warrant Indenture having been duly authorized, executed and delivered by the Company, and constituting a valid and legally binding obligation of the Company, enforceable against it in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law and such other customary qualifications for an opinion of such nature as may be reasonably agreed to by counsel of the Company and counsel of the Agents;

- (v) the execution and delivery of this Agreement and the Warrant Indenture and the performance by the Company of its obligations hereunder and thereunder, and that the sale and issuance of the Offered Units, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with the constating documents of the Company, any resolutions of the shareholders or directors (including committees of the board of directors) of the Company, or any corporate laws applicable to the Company;
- (vi) all necessary corporate action has been taken by the Company to authorize the execution and delivery of the Preliminary Prospectus, the Amended Prospectus and the Final Prospectus and the filing thereof with the Canadian Securities Regulators, the filing of the Marketing Document with the Canadian Securities Regulators and the delivery of each of the U.S. Private Placement Memorandum;
- (vii) the Unit Shares having been validly issued by the Company as fully paid and non-assessable Common Shares;
- (viii) the Warrants having been duly and validly created and issued by the Company and the Warrant Shares issuable on exercise of such Warrants have been reserved and authorized and allotted for issuance by the Company and will, upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture, the Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares;
- (ix) the rights, privileges, restrictions and conditions attaching to the Offered Units and conform in all material respects with the description thereof set forth in the Prospectus;
- (x) all necessary documents have been filed, all requisite proceedings have been taken and all approvals, Permits, consents and Authorizations of the Canadian Securities Regulators in each of the Qualifying Jurisdictions have been obtained by the Company to qualify the distribution to the public of the Offered Units in each of the Qualifying Jurisdictions through persons who are registered under Canadian Securities Laws;
- (xi) the first trade in the Unit Shares and Warrant Shares will be exempt from, or will not be subject to, the prospectus requirements of the Canadian Securities Laws and no filing, proceeding, approval, consent or Authorization will be required to be made, taken or obtained under Canadian Securities Laws to permit any such trade or resale in Canada through persons registered under Canadian Securities Laws;

- (xii) as to the Company being a reporting issuer (or the equivalent) under Canadian Securities Laws in the Reporting Jurisdictions, and not being included on a list of defaulting reporting issuers maintained by the Canadian Securities Regulators;
 - (xiii) the statements and opinions concerning tax matters set forth in the Prospectus under the headings (including for certainty, all subheadings under such headings) "Canadian Federal Income Tax Considerations" and "Eligibility for Investment" insofar as they purport to describe the provisions of the laws referred to therein are fair and adequate summaries of the matters discussed therein subject to the qualifications, assumptions and limitations set out under such headings;
 - (xiv) the Unit Shares, Warrants and Warrant Shares have been conditionally approved for listing and posting for trading on the TSXV, subject only to the satisfaction by the Company of customary post-closing conditions imposed by the TSXV, and the Nasdaq has been notified of the Offering; and
 - (xv) as to such other matters as the Agents' legal counsel may reasonably request prior to the Closing Time.
- (e) the Agents shall have received a favourable legal opinion addressed to the Agents, in form and substance satisfactory to the Agents, acting reasonably, from local counsel to the Company, which counsel in turn may rely, as to matters of fact, on certificates of public officials (as appropriate) with respect to title matters and ownership interests of each of the Mineral Properties and the registered Liens thereon;
- (f) the Agents shall have received favourable legal opinions addressed to the Agents, in form and substance satisfactory to the Agents' counsel, dated the Closing Date, from legal counsel to the Company regarding each Material Subsidiary in form and substance satisfactory to the Agents, acting reasonably, with respect to the following matters:
- (i) as to the Material Subsidiary having been incorporated and existing under its jurisdiction of incorporation;
 - (ii) as to the Material Subsidiary having all requisite corporate power and capacity to carry on business and to own, lease and operate properties and assets; and
 - (iii) as to the authorized and issued share capital of the Material Subsidiary and the registered holders of the outstanding capital;
- (g) if any Offered Units are sold to, or for the account or benefit of, a person in the United States or a U.S. Person pursuant to Schedule "A" attached hereto, the Agents shall have received a favourable legal opinion addressed to the Agents, dated the Closing Date, from Haynes and Boone, LLP, such opinion to be subject to usual and customary qualifications and assumptions for opinions of this type, in form satisfactory to the Agents and their counsel, acting reasonably, to the effect that it is not necessary in connection with the offer and sale of the Offered Units to, or for the account or benefit of, persons the United States or U.S. Persons in the manner contemplated by and pursuant to this Agreement (including Schedule "A") and the U.S. Placement Memorandum, to register the Offered Units under the U.S. Securities Act, it being understood that no opinion is expressed as to any subsequent resale of the Offered Units;

- (h) the Agents shall have received from the Company's auditors a letter, dated as of the Closing Date, in form and substance satisfactory to the Agents, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 5.1(d);
- (i) the Company will have caused the Transfer Agent to deliver a certificate as to the number of issued and outstanding Common Shares;
- (j) the Agents shall have received a certificate of good standing or similar certificate with respect to the jurisdiction in which each of the Company and the Material Subsidiaries is incorporated and evidence of all extra-jurisdictional registrations, as applicable;
- (k) this Agreement, the Subscription Agreements and the Investor Questionnaires shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agents and their counsel acting reasonably;
- (l) the Agents shall have received executed copies of the lock-up agreements required by the Agents pursuant to Section 7.1(o);
- (m) the Agents shall have received copies of the correspondence from and to the TSXV and Nasdaq indicating that the TSXV has conditionally approved the Offering and the listing and posting for trading of the Unit Shares, Warrants and Warrant Shares, subject only to customary post-closing conditions imposed by the TSXV, and that the Nasdaq has been notified of the Offering;
- (n) prior to the Closing Time, the Agents will have been provided with timely access to all information reasonably required to permit them to conduct a due diligence investigation of the Company (including the Mineral Properties) and their business operations, properties, assets, affairs, prospects and financial condition, including access to their management (including its qualified person(s) for purposes of NI 43-101), in connection with one or more due diligence sessions to be held prior to the Closing Time and the Agents being satisfied, in their sole discretion, with the due diligence review of the Company and the Mineral Properties;
- (o) prior to the Closing Time, any material change (actual, anticipated, contemplated or, to the knowledge of the Company, threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company or relating to the Mineral Properties, as applicable, shall have been disclosed to the Agents in writing;
- (p) the Company shall have made and/or obtained all necessary filings, approvals, Permits, consents and Authorizations to or from, as the case may be, the board of directors of the Company, the Securities Regulators, the TSXV, the Nasdaq and any other applicable person required to be made or obtained by the Company in connection with the transactions contemplated by this Agreement, on terms which are acceptable to the Agents, acting reasonably;
- (q) no Agent will have exercised any rights of termination set forth in this Agreement; and
- (r) such further documents as may be contemplated by this Agreement or as SCP, on behalf of the Agents, may reasonably require.

10. Closing

- 10.1 The Offering will be completed by electronic exchange at the Closing Time or such other date or time as may be mutually agreed to; provided that if the Company has not been able to comply in any material respect with any of the covenants or conditions set out herein required to be complied with by the Closing Time or such other date and time as may be mutually agreed to or such covenant or condition has not been waived by the Agents, the respective obligations of the parties will terminate without further liability or obligation except for payment of expenses, indemnity and contribution provided for in this Agreement.
- 10.2 At the Closing Time:
- (a) The Company shall deliver to the Lead Agents the Offered Units to be settled through the Agents, in physically certificated form or in electronic form, as directed by the Lead Agents, with such Offered Units being registered as directed by the SCP, on behalf of the Agents; and
 - (b) SCP, on behalf of the Agents, shall deliver to the Company the Gross Proceeds of the Offering less (i) the Commission; and (ii) the Agents' Expenses; and (iii) if applicable, any portion of the Gross Proceeds that were direct-settled between any Purchasers and the Company.
- 10.3 It is understood that the Agents may waive in whole or in part, or extend the time for compliance with, any of the terms and conditions of this Agreement on behalf of the Agents and the Purchasers without prejudice to their rights in respect of any such terms and conditions or any other subsequent breach or non-compliance; provided that to be binding on the Agents and the Purchasers, any such waiver or extension must be in writing.

11. Rights of Termination.

- 11.1 The Agents (or any one of them) shall be entitled, at their option, to terminate and cancel, without any liability, their (or its) obligations hereunder and those of the Purchasers, by written notice to that effect given to the Company on or before Closing if at any time prior to the Closing (the "**Termination Rights**"):
- (a) **Material Change.** There shall be any material change or change in a material fact with respect to the Company or its business, or there should be discovered any previously undisclosed material fact with respect to the Company or its business required to be disclosed, which, in the reasonable opinion of the Agents (or any one of them), has or would be expected to have a material adverse effect on the market price or value of the Offered Units;
 - (b) **Disaster.** (i) There should develop, occur or come into effect or existence any event, action, state, condition (including terrorism, disease, virus, plague or accident) or major financial occurrence of national or international consequence, or a new or change in any law or regulation which in the reasonable opinion of the Agents (or any one of them), materially adversely effects or may reasonably be expected to materially adversely affect the financial markets or the business, operations or affairs of the Company and the Material Subsidiaries taken as a whole or the market price or value of the securities of the Company; (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Company or any one of the officers or directors of the Company where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including the TSXV, the Nasdaq or any securities commission, which involves a finding of wrong-doing and which in the reasonable opinion of the Agents (or any one of them) materially adversely affects or may materially adversely affect, the business, operations or affairs of the Company and the Material Subsidiaries taken as a whole or the market price or value of the securities of the Company; (iii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Offered Units or any other securities of the Company is made or threatened by a securities regulatory authority;

- (c) **Breach.** The Company is in breach of any material term, condition or covenant of this Agreement or any material representation or warranty given by the Company in this Agreement becomes or is false;
 - (d) **Due Diligence.** The Agents (or any one of them), are not satisfied, in their sole discretion, acting reasonably, with the completion of their due diligence investigations; or
 - (e) **Market.** The state of the financial markets in Canada or elsewhere where it is planned to market the Offered Units is such that, in the reasonable opinion of the Agents (or any one of them), the Offered Units cannot be marketed profitably.
- 11.2 **Exercise of Termination Rights.** The Termination Rights contained in this Section 11 may be exercised by any of the Agents and is in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event the Termination Rights are exercised by an Agent, there shall be no further liability on the part of that Agent to the Company or on the part of the Company to that Agent except in respect of any liability which may have arisen or may arise after such exercise of the Termination Right in respect of acts or omissions prior to such termination or under Section 12 and Section 13 of this Agreement.

12. Indemnity

- 12.1 The Company and each of the Subsidiaries (collectively, the “**Indemnifying Party**”) hereby agree to indemnify and hold harmless the Agents and each other member of their selling group and each of their subsidiaries and Affiliates, and each of their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the “**Indemnified Parties**” and each, an “**Indemnified Party**”), to the full extent lawful, from and against any and all losses (other than loss of profits), claims (including shareholder actions, derivative or otherwise), actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, expenses and taxes of their counsel that may be incurred in advising with respect to and/or defending any action, suit, proceedings, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the “**Claims**”) to which any Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the professional services rendered under this Agreement, whether performed before or after the Indemnifying Party’s execution of this Agreement and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim. In case any action, suit, proceeding or claim is brought against an Indemnified Party, or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Indemnifying Party, the Indemnified Party will give the Indemnifying Party prompt written notice of any such action, suit, proceeding, claim or investigation of which the Indemnified Party has knowledge and the Indemnifying Party will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected, acting reasonably, and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Indemnifying Party of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Indemnifying Party of substantive rights or defences.

- 12.2 No admission of liability and no settlement, compromise or termination of any action, suit, proceeding, claim or investigation shall be made without the consent of the Indemnifying Party and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld, delayed or conditioned. Notwithstanding that the Indemnifying Party will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party, unless:
- (a) employment of such counsel has been authorized in writing by the Indemnifying Party;
 - (b) the Indemnifying Party has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;
 - (c) the named parties to any such claim include both the Indemnifying Party and the Indemnified Party and the Indemnified Party shall have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party; or
 - (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Indemnifying Party such that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party; in which case such fees and expenses of such counsel to the Indemnified Party will be for the account of the Indemnifying Party. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.
- 12.3 The Indemnifying Party also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Indemnifying Party or any person asserting claims on behalf of or in right of the Indemnifying Party for or in connection with the professional services rendered under this Agreement except to the extent any losses, expenses, claims, actions, damages or liabilities incurred by the Indemnifying Party are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the gross negligence, fraud or wilful misconduct of such Indemnified Party. The Indemnifying Party will not, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim.
- 12.4 The foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such losses, expenses, claims, actions, damages or liabilities to which the Indemnified Party may be subject were primarily caused by the gross negligence, fraud or wilful misconduct of the Indemnified Party.

- 12.5 The Indemnifying Party agrees to waive any right the Indemnifying Party may have of first requiring the Indemnified Party to proceed against or enforce any right, power, remedy or security or claim payment from any other person before claiming under this indemnity. If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to any Indemnified Party or is insufficient to hold the any Indemnified Party harmless, the Indemnifying Party shall contribute to the amount paid or payable to the Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party or its shareholders on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnifying Party or any Indemnified Party as well as any relevant equitable considerations, provided that the Indemnifying Party shall in any event contribute to the amount paid or payable to an Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees actually received by the Indemnified Party. Notwithstanding any other provision herein, the Agents shall not in any event be liable to contribute, in the aggregate, any amounts in excess of any fee actually received by the Agents and the Indemnifying Party shall be responsible for the balance, whether or not they have been sued.
- 12.6 The Indemnifying Party hereby constitutes SCP as trustee for each of the other Indemnified Parties of the covenants of the Indemnifying Party under this indemnity with respect to such persons and SCP agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- 12.7 The Indemnifying Party agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Indemnifying Party, or the Indemnifying Party and the Agents, and personnel of the Agents shall be required to testify, participate or respond in respect of or in connection with the professional services rendered under this Agreement, the Agents shall have the right to employ its own counsel in connection therewith and the Indemnifying Party will reimburse the Agents and any Indemnified Party monthly for the time spent by their respective personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of the Agent's and any Indemnified Party's counsel.
- 12.8 The indemnity and contribution obligations of the Indemnifying Party under this Section 12, in each instance, shall be in addition to any liability which such Indemnifying Party 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, permitted assigns, heirs and personal representatives of the Indemnifying Party, the Agents and any other Indemnified Party. The foregoing provisions shall survive any termination of this Agreement or the completion of professional services rendered under this Agreement.

13. Expenses

- 13.1 The Company will pay all reasonable expenses and fees in connection with the Offering, including (i) all expenses of or incidental to the creation, issue, sale, and distribution of the Offered Units and the filing of the Preliminary Prospectus, the Amended Prospectus and the Final Prospectus; (ii) all costs incurred in connection with the preparation of all other documentation relating to the Offering; (iii) the fees and expenses of the Company's legal counsel; (iv) the reasonable fees and expenses of the Agents' and their U.S. Affiliates legal counsel (up to a maximum of \$150,000 exclusive of disbursements and applicable taxes in respect of Canadian counsel and up to a maximum of US\$35,000 for United States counsel); and (v) all reasonable out-of-pocket expenses (plus applicable taxes) of the Agents, in each case incurred by Agents or on their behalf (collectively, the "**Agents' Expenses**"). The Company will also be responsible for any exigible HST on the foregoing amounts. The Company covenants and agrees to fully reimburse the Agents from time to time for all such reasonable expenses as soon as practical following the receipt by the Company of one or more invoices.
- 13.2 The Agents' Expenses shall be payable whether or not the Offering is completed.

14. Advertisements

- 14.1 The Company acknowledges that the Agents shall have the right, at their own expense, to place such advertisement or advertisements relating to the sale of the Offered Units contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law, including Applicable Securities Laws. The Company and the Agents each agree that they will not make public any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus or registration requirements of Applicable Securities Laws in any of the provinces of Canada or the United States or any other jurisdiction in which the Offered Units shall be offered and sold not being available.

15. Agents' Consideration

- 15.1 In consideration of the services to be rendered by the Agents in connection with the Offering, the Company shall pay to the Agents a cash fee equal to 6.0% of the aggregate Gross Proceeds, other than in respect of sales of the Offered Units to the President's List on which a cash fee equal to 2.0% shall be paid in respect of up to \$7,000,000 of the Gross Proceeds received from Purchasers on the President's List (the "**Commission**"). The obligation of the Company to pay the Commission shall arise at the Closing Time and will be netted out of the Gross Proceeds payable to the Company.

16. Agents' Business

- 16.1 The Company acknowledges that the Agents may be engaged in securities trading and brokerage activities, and providing investment banking, investment management, financial and financial advisory services. In the ordinary course of their trading, brokerage, investment and asset management and financial activities, the Agents and their affiliates may hold long or short positions, and may trade or otherwise effect or recommend transactions, for their own account or the accounts of their customers, in debt or equity securities or loans of the Company or any other company that may be involved in any transaction with the Company. Each Agent and its affiliates may also provide a broad range of normal course financial products and services to its customers (including, but not limited to banking, credit derivative, hedging and foreign exchange products and services), including companies that may be involved in any transaction with the Company.
- 16.2 The Company acknowledges and agrees that the Agents are acting solely as agents in connection with the purchase and sale of the Offered Units. The Company further acknowledges and agrees that: (i) the purchase and sale of the Offered Units pursuant to this Agreement, including the determination of the subscription price of the Offered Units and any related discounts and commissions, is an arm's length commercial transaction between the Company, on the one hand, and the Agents, on the other hand; (ii) in connection with the Offering contemplated hereby and the process leading to such transaction, the Agents are and have been acting solely as principals and are not the agents or fiduciaries of the Company or its shareholders, creditors, employees or any other party; (iii) the Agents have not assumed and will not assume an advisory or fiduciary responsibility in favour of the Company with respect to the Offering contemplated hereby or the process leading thereto (irrespective of whether the Agents have advised or are currently advising the Company on other matters) and the Agents do not have any obligations to the Company with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the Agents and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (v) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Company consulted their own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

17. Action by Agents

- 17.1 All actions which must be taken or may be taken by the Agents in connection with this Agreement may be taken by the SCP on behalf of the other Agents and this is an irrevocable authority for the Company accepting notification of any such actions provided that, as between the Agents, SCP agrees to consult with the other Agents with respect to such actions.

18. Survival of Warranties, Representations, Covenants and Agreements

- 18.1 All representations, warranties, covenants and agreements of the Company herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Agents with respect thereto, shall continue in full force and effect for the benefit of the Agents, as applicable for a period of three years following the Closing Date. For greater certainty, and without limiting the generality of the foregoing, the provisions contained in this Agreement in any way related to the indemnification of the Agents by the Company or the contribution obligations of the Agents or those of the Company shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by law.

19. General Contract Provisions

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

if to the Company:

NexMetals Mining Corp.
3123 – 595 Burrard Street
Vancouver, BC V7X 1J1
Canada

Attention: Morgan Lekstrom, Chief Executive Officer
Email: [redacted – personal information]

with a copy (not to constitute notice) to:

DuMoulin Black LLP
1111 West Hastings Street, 15th Floor
Vancouver, BC V6E 2J3

Attention: Jason Sutherland
Email: [redacted – personal information]

or if to the Agents (on behalf of the Agents to):

SCP Resource Finance LP
70 York Street, 7th Floor
Toronto, ON M5J 1S9

Attention: David Wargo
Email: [redacted – personal information]

with a copy (not to constitute notice to the Agents) to:

Miller Thomson LLP
40 King Street West, Suite 6600
Toronto, ON M5H 3S1

Attention: Andrew Powers & Jeffrey Gebert
Email: [redacted – personal information]

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 electronically transmitted 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 facsimile number.

- 19.2 **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.
- 19.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Agents and the Company relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, including the Engagement Letter. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.
- 19.4 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- 19.5 **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company and the Agents and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein this Agreement shall not be assignable by any party without the written consent of the others.
- 19.6 **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.
- 19.7 **Time of the Essence.** Time shall be of the essence for all provisions of this Agreement.
- 19.8 **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.
- 19.9 **Counterparts and Electronic Execution.** This Agreement may be executed and delivered in PDF or by other electronic transmission in one or more counterparts which, together, shall constitute an original copy of this Agreement as of the date first noted above.

[Remainder of page intentionally left blank. Signature pages follow.]

If this Agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Company, please communicate your acceptance by executing where indicated below.

Yours very truly,

SPC RESOURCE FINANCE LP by its general partner, SCP RESOURCE FINANCE GP INC.

Per: "David Wargo"
Authorized Signatory

RAYMOND JAMES LTD.

Per: "Rajiv Chail"
Authorized Signatory

CORMARK SECURITIES INC.

Per: "Kevin Tychon"
Authorized Signatory

The foregoing accurately reflects the terms of the transaction which we are to enter into and such terms are agreed to with effect as of the date provided at the top of the first page of this Agreement.

NEXMETALS MINING CORP.

Per: "Morgan Lekstrom"
Authorized Signatory

SCHEDULE “A”
COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule “A” to the Agency Agreement dated as of November 12, 2025 between the Company and the Agents.

1. Interpretation

- 1.1 As used in this Schedule “A”, 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:
- (a) **“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 “A”, 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 Units and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Securities;
 - (b) **“Disqualification Event”** means any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D;
 - (c) **“Foreign Issuer”** means “foreign issuer” as defined in Rule 405 under the U.S. Securities Act. Without limiting the foregoing, but for greater clarity in this Schedule “A”, it means any issuer which is (i) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (ii) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (a) the majority of the executive officers or a majority of the directors are United States citizens or residents, (b) more than 50 percent of the assets of the issuer are located in the United States, or (c) the business of the issuer is administered principally in the United States;
 - (d) **“General Solicitation”** and **“General Advertising”** means “general solicitation” or “general advertising”, as those terms are used under Rule 502(c) of Regulation D. Without limiting the foregoing, but for greater clarity in this Schedule “A”, general solicitation or general advertising includes, but is not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
 - (e) **“Offered Securities”** means the Offered Units, the Unit Shares and Warrants comprising the Offered Units, and the Warrant Shares issuable upon exercise of the Warrants;
 - (f) **“Offshore Transaction”** means an “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;

- (g) **“Registration Rights Agreement”** means the Registration Rights Agreement between the Company and each U.S. Purchaser, in the form attached as Exhibit C to the U.S. Placement Memorandum.
- (h) **“Regulation D Securities”** means the Offered Securities offered and sold to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 506(b) of Regulation D;
- (i) **“Substantial U.S. Market Interest”** means “substantial U.S. market interest” as that term is defined in Rule 902(j) of Regulation S;
- (j) **“U.S. Accredited Investor Agreement”** means the U.S. Accredited Investor Agreement in the form attached as Exhibit A to the U.S. Private Placement Memorandum;
- (k) **“U.S. QIB Agreement”** means the U.S. QIB Agreement in the form attached as Exhibit B to the U.S. Private Placement Memorandum; and
- (l) **“U.S. Purchaser”** means any Purchaser of Offered Units that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, or any person offered the Offered Units in the United States (except persons excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(vi) of Regulation S or persons holding accounts excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S), or that was in the United States when the buy order was made or when the U.S. Accredited Investor Agreement or U.S. QIB Agreement, as applicable, pursuant to which it is acquiring Offered Units was executed or delivered.

2. Representations, Warranties and Covenants of the Agents

- 2.1 Each Agent acknowledges that the Offered Securities have not been registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Offered Units may not be offered by the Agent for sale by the Company to, or for the account or benefit of, a person in the United States or a U.S. Person, except pursuant to Rule 506(b) of Regulation D and similar exemptions from the registration requirements of applicable U.S. state securities laws.
- 2.2 Each Agent, severally and not jointly, represents, warrants, covenants and agrees, and will cause any U.S. Affiliate affiliated with or appointed by the Agent, to comply with such representations, warranties, covenants and agreements, to and with the Company, as at the date hereof and as at the Closing Date, that:
 - (a) It has not offered or sold, and will not offer or sell, at any time any Offered Units except offers of the Offered Units for sale by the Company (a) in Offshore Transactions in compliance with Rule 903 of Regulation S, or (b) to, or for the account or benefit of, persons in the United States and U.S. Persons that are U.S. Accredited Investors or Qualified Institutional Buyers in accordance with Rule 506(b) of Regulation D and similar exemptions under applicable U.S. state securities laws and as provided in paragraphs (b) through (n) below. Accordingly, none of the Agent, its affiliates (including any U.S. Affiliate affiliated with or appointed by the Agent) or any person acting on any of their behalf, has made or will make (except as permitted in this Schedule “A”): (i) any offer to sell, or any solicitation of an offer to buy, any Offered Units to, or for the account of, a person in the United States or a U.S. Person; (ii) any sale of Offered Units to any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was not, and was not acting for the account or benefit of, a person in the United States or a U.S. Person, or the Agent, its affiliates (including any U.S. Affiliate affiliated with or appointed by the Agent) or any person acting on any of their behalf, reasonably believed that such Purchaser was not, and was not acting for the account or benefit of, a person in the United States or a U.S. Person; or (iii) any Directed Selling Efforts.

- (b) It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Units except with the U.S. Affiliate, any Selling Group member or with the prior written consent of the Company. The Agent shall require the U.S. Affiliate affiliated with or appointed by it in connection with the Offering to agree, and each Selling Group member appointed by it to agree, for the benefit of the Company, to comply with, and shall use commercially reasonable efforts to ensure that such U.S. Affiliate and such Selling Group member engaged by it complies with, the same provisions of this Schedule "A" as apply to the Agent as if such provisions applied to such U.S. Affiliate and such Selling Group member engaged by it.
- (c) All offers of Offered Units for sale by the Company that have been or will be made by it to, or for the account or benefit of, persons in the United States and U.S. Persons, have or will be made through the U.S. Affiliate and in compliance with all applicable U.S. federal and state broker-dealer requirements. Any U.S. Affiliate affiliated with or appointed by the Agent to make such offers of the Offered Units for sale by the Company to, or for the account or benefit of, persons in the United States or U.S. Persons, is on the date hereof, and will be on the date of each such offer and sale, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements), and a member in good standing with the Financial Industry Regulatory Authority, Inc.
- (d) None of the Agent, its affiliates (including any U.S. Affiliate affiliated with or appointed by the Agent), or any person acting on any of their behalf has utilized, and none of such persons will utilize, any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Units to, or for the account or benefit of, persons in the United States or U.S. Persons, or has offered or will offer any Offered Units in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.
- (e) Immediately prior to soliciting any offerees that are, or are acting for the account or benefit of, persons in the United States or U.S. Persons, the Agent, its affiliates (including any U.S. Affiliate affiliated with or appointed by the Agent), and any person acting on any of their behalf had reasonable grounds to believe and did believe that each such offeree was a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, with respect to which the Agent or its affiliates (including any U.S. Affiliate affiliated with or appointed by the Agent) has a pre-existing business relationship; and at the time of completion of each sale to, or for the account or benefit of, a person in the United States or a U.S. Person solicited by it, the Agent, its affiliates (including any U.S. Affiliate affiliated with or appointed by the Agent), and any person acting on any of their behalf will have reasonable grounds to believe and will believe, that each such U.S. Purchaser is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable.
- (f) All offerees of the Offered Units that are, or are acting for the account or benefit of, persons in the United States or U.S. Persons solicited by it shall be informed that the Offered Securities have not been registered under the U.S. Securities Act or the securities laws of any state of the United States and that the Offered Units are being offered and sold to such persons pursuant to the exemption afforded by Rule 506(b) of Regulation D and similar exemptions under applicable U.S. state securities laws.

- (g) The Agent agrees to deliver, through the U.S. Affiliate, to each person in the United States or U.S. Person from whom it solicits any offer to buy the Offered Units from the Company, the U.S. Private Placement Memorandum, including the applicable Prospectus. No other written material will be used in connection with the offer of the Offered Units for sale by the Company to, or for the account or benefit of, persons in the United States or U.S. Persons.
- (h) Prior to completion of any sale by the Company of Offered Units to, or for the account or benefit of, a person in the United States or a U.S. Person solicited by the Agent, each such U.S. Purchaser will be required to provide to the Agent, or the U.S. Affiliate, an executed U.S. Accredited Investor Agreement (if such person is a U.S. Accredited Investor) or a U.S. QIB Agreement (if such person is a Qualified Institutional Buyer). The Agent shall provide the Company with copies of all such completed and executed U.S. Accredited Investor Agreements and U.S. QIB Agreements for acceptance by the Company.
- (i) At least two Business Days prior to the Closing Date, the Agent will provide the Company with a list of all U.S. Purchasers solicited by it through the U.S. Affiliate.
- (j) At the Closing, the Agent will, together with the U.S. Affiliate, if applicable, provide a certificate, substantially in the form of Annex I to this Schedule "A", relating to the manner of the offer of the Offered Units for sale by the Company to, or for the account or benefit of, persons in the United States and U.S. Persons. Failure to deliver such a certificate shall constitute a representation by such Agent and such U.S. Affiliate, if applicable, that neither it nor anyone acting on its behalf has offered Offered Units for sale by the Company to, or for the account or benefit of, persons in the United States or U.S. Persons.
- (k) None of the Agent, any of its affiliates (including any U.S. Affiliate affiliated with or appointed by the Agent) or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Units.
- (l) It acknowledges that until 40 days after the commencement of the Offering, an offer or sale of the Offered Units within the United States by any dealer (whether or not participating in the 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 requirements of the U.S. Securities Act.
- (m) As of the Closing Date, with respect to Regulation D Securities, the Agent represents that none of (i) the Agent or its U.S. Affiliate(s), (ii) the Agent's or its U.S. Affiliate(s)' general partners or managing members, (iii) any of the Agent's or its U.S. Affiliate(s)' directors or executive officers or any other officers of the Agent or of its U.S. Placement Agent(s) 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 or 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 Subscribers in connection with the sale of Regulation D Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to a Disqualification Event, except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Company prior to the date hereof. Neither it nor its affiliates (including its U.S. Affiliate(s)) has paid or will pay, nor is it aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of U.S. Purchasers of the Regulation D Securities.
- (n) As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of U.S. Purchasers in connection with the sale of any Regulation D Securities.

3. Representations, Warranties and Covenants of the Company

3.1 The Company represents, warrants, covenants and agrees to and with the Agents, as of the date hereof and the Closing Date, that:

- (a) The Company is, and at the Closing Date will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the common shares of the Company.
- (b) The Company is not, and following the application of the proceeds from the sale of the Offered Units 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) The offer of the Offered Units to, or for the account or benefit of, persons in the United States and U.S. Persons by the Agents through the U.S. Affiliates, for sale by the Company, is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act or any rules or regulations promulgated thereunder.
- (d) Except with respect to sales of Offered Units in accordance with this Agreement (including this Schedule “A”) to, or for the account or benefit of, persons in the United States or U.S. Persons that are U.S. Accredited Investors and Qualified Institutional Buyers, as applicable, in reliance upon the exemption from registration afforded by Rule 506(b) of Regulation D, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of 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 Units to, or for the account or benefit of, persons in the United States or U.S. Persons; or (b) any sale of Offered Units unless, at the time the buy order was or will have been originated, (i) the Purchaser is not, and is not acting for the account or benefit of, a person in the United States or a U.S. Person or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser is not, and is not acting for the account or benefit of, a person in the United States or a U.S. Person.
- (e) During the period in which Offered Units are offered for sale, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has engaged in or will engage in any Directed Selling Efforts or has taken or will take any action that would cause the exemptions afforded by Rule 506(b) of Regulation D for offers and sales of Offered Units in the United States or to U.S. Persons or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of Offered Units outside the United States to non-U.S. Persons in accordance with the Agency Agreement, including this Schedule “A”.
- (f) None of the Company, its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Units to, or for the account or benefit of, persons in the United States or U.S. Persons by means of any form of General Solicitation or General Advertising or has taken or will take any action that would constitute a public offering of the Offered Units in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

- (g) None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates and any person acting on any of their behalf, as to whom no representation, warranty, covenant or agreement is made) has offered or sold, or will offer or sell, for a period commencing 30 days prior to the commencement of the Offering and ending 30 days following the Closing Date, any securities in a manner that would be integrated with the offer and sale of the Offered Securities and would cause (i) the exemption from registration provided by Rule 506(b) of Regulation D to be unavailable for offers and sales of the Offered Units to, or for the account or benefit of, persons in the United States and U.S. Persons or (ii) the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Units outside the United States to non-U.S. Persons.
- (h) Neither the Company nor 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.
- (i) None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates, or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Units.
- (j) None of the Company, any of its predecessors, any “affiliated” (as such term is defined in Rule 501(b) of Regulation D) issuer, any director or executive officer, any other officer of the Company participating in the offering of the Regulation D Securities, any beneficial owner of 20% or more of the Company’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 Company in any capacity at the time of sale of the Regulation D Securities (other than any Dealer Covered Person (as defined below), as to whom no representation, warranty, acknowledgement, covenant or agreement is made) (each, an “**Issuer Covered Person**” and, together, “**Issuer Covered Persons**”) is subject to any Disqualification Event. The Company has exercised reasonable care to determine: (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D and has furnished to the Agents a copy of any disclosures provided thereunder. The Company has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons (as defined below)) for solicitation of U.S. Purchasers of the Regulation D Securities.
- (k) If the Company determines that it is a “passive foreign investment company” for a given taxable year, the Company currently expects that it would provide the information necessary for U.S. holders to make a “QEF” election.
- (l) Upon the U.S. Purchaser’s written request, the Company will provide all of the information that would be required for United States income tax reporting purposes by the U.S. Purchaser making an election to treat the Company as a “qualified electing fund” for the purposes of the Internal Revenue Code of 1986, as amended (the “**Code**”), should the Company or the investor determine that the Company is a “passive foreign investment company” within the meaning of Section 1297 of the Code, in any calendar year following the purchase of the Offered Securities during which the U.S. Purchaser continues to hold any of the Offered Securities (the Company may elect to provide such information on its website).
- (m) The Company will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable U.S. state securities laws in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons, including filing a Form D with the SEC, if applicable.
- (n) The Company will file a registration statement with the SEC relating to and providing for the resale of the Unit Shares and Warrant Shares issued or issuable to U.S. Purchasers in the Offering, in accordance with the terms of the Registration Rights Agreement.

4. General

- 4.1 Each of the Agents (and the U.S. Affiliates) on the one hand and the Company on the other hand understand and acknowledge that the other parties hereto will rely on the truth and accuracy of the representations, warranties, covenants and agreements contained herein.

**EXHIBIT “I” TO SCHEDULE “A”
AGENT CERTIFICATE**

In connection with the private placement to, or for the account or benefit of, persons in the United States and U.S. Persons of Offered Units of the Company pursuant to the Agency Agreement, the undersigned Agent and the undersigned Agent’s U.S. Affiliate, do hereby certify as follows:

- (a) the Offered Units have been offered and sold by us to, or for the account or benefit of, persons in the United States and U.S. Persons only by the U.S. Affiliate which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act, and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state’s broker-dealer registration requirements) and was and is a member in good standing with the Financial Industry Regulatory Authority, Inc.;
- (b) immediately prior to transmitting the U.S. Private Placement Memorandum to offerees that were, or were acting for the account or benefit of, persons in the United States or U.S. Persons, we had reasonable grounds to believe and did believe that each such person was a U.S. Accredited Investor, or a Qualified Institutional Buyer, as applicable, and we continue to believe that each U.S. Purchaser of Offered Units that we have solicited is a U.S. Accredited Investor, or a Qualified Institutional Buyer, as applicable, on the date hereof;
- (c) all offers and sales of the Offered Units by us to, or for the account or benefit of, persons in the United States and U.S. Persons have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements;
- (d) no form of General Solicitation and General Advertising was used by us in connection with the offer and sale of the Offered Units to, or for the account or benefit of, persons in the United States or U.S. Persons;
- (e) prior to the offer and sale of any Offered Units to, or for the account or benefit of, a person in the United States or a U.S. Person, each such offeree and U.S. Purchaser was provided with a copy of the U.S. Placement Memorandum, and no other written material was used by us in connection with the offer and sale of Offered Units to, or for the account or benefit of, persons in the United States or U.S. Persons;
- (f) prior to any sale of Offered Units to, or for the account or benefit of, a person in the United States or a U.S. Person, each such U.S. Purchaser thereof provided an executed U.S. Accredited Investor Agreement (for a U.S. Accredited Investor) or U.S. QIB Agreement (for a Qualified Institutional Buyer), and we provided the Company with copies of all such completed and executed agreements for acceptance by the Company;
- (g) neither we, nor our affiliates or any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Units;
- (h) all purchasers in the United States or who are, or purchased for the account or benefit of, U.S. Persons who were offered the Offered Units have been informed that the Offered Units have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws;
- (i) with respect to any Regulation D Securities, none of (i) the undersigned, (ii) the undersigned’s general partners or managing members, (iii) any of the undersigned’s directors or executive officers or any other officers participating in the offering of the Offered Securities, (iv) any of the undersigned’s general partners’ or managing members’ directors or executive officers or other officers participating in the offering of the Offered Securities or (v) any other person associated with any of the above persons, including any Selling Firm and any such persons related to such Selling Firm, that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with the sale of Offered Securities (each a “Dealer Covered Person”), is subject to any Disqualification Event;
- (j) The undersigned represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of U.S. Purchasers in connection with the sale of any Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons; and
- (k) the offering of the Offered Units has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule “A” attached thereto.

Capitalized terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule “A” thereto, unless otherwise defined herein.

DATED this ____ day of _____, 2025.

[AGENT]

[U.S. AFFILIATE]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE “B”
OUTSTANDING CONVERTIBLE SECURITIES AND RIGHTS
TO ACQUIRE SECURITIES OF THE COMPANY

This is Schedule “B” to the Agency Agreement dated as of November 12, 2025 between the Company and the Agents.

1. Stock Options Outstanding as at November 11, 2025

- 1,013,790 Options, exercisable for one Common Share as follows:

Options Outstanding	Options Exercisable	Expiry Date	Exercise Price \$
160,736	160,736	January 26, 2026	7.80
21,250	21,250	February 25, 2026	32.00
55,335	55,335	September 29, 2026	18.20
49,940	49,940	October 25, 2026	40.00
97,499	97,499	January 20, 2027	48.00
163,330	108,887	August 8, 2028	35.00
151,700	101,133	August 14, 2029	22.00
15,000	10,833	December 4, 2029	9.80
287,500	143,750	March 18, 2030	10.00
11,500	8,500	April 24, 2030	9.80
1,013,790	757,863		

2. Warrants Outstanding as at November 11, 2025

- 9,428,996 Warrants, exercisable for one Common Share as follows:

Warrants Outstanding	Warrants Exercisable	Expiry Date	Exercise Price \$
301,200	301,200	June 28, 2026	28.75
1,012,981	1,012,981	June 14, 2029	22.00
801,089	801,089	June 21, 2029	22.00
3,833,334	3,833,334	March 18, 2028	11.00
3,480,392	3,480,392	March 18, 2028	8.00
9,428,996	9,428,996		

3. Preferred Shares as at November 11, 2025

- 118,186 series 1 preferred shares of the Company convertible into 657 Common Shares.

4. Deferred Share Units Outstanding as at November 11, 2025

- 88,901

5. Restricted Share Units Outstanding as at November 11, 2025

- 204,584

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Morgan Lekstrom, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NexMetals Mining Corp;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2025

By: /s/ Morgan Lekstrom
Morgan Lekstrom
Chief Executive Officer
(principal executive officer)

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brett MacKay, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NexMetals Mining Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2025

By: /s/ Brett MacKay
Brett MacKay
Chief Financial Officer
(principal financial and accounting officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the report of NexMetals Mining Corp. (the “**Company**”) on Form 10-Q for the period ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “**Report**”), each of the undersigned, in the capacities and on the dates indicated below, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 13, 2025

/s/ Morgan Lekstrom
Morgan Lekstrom
Chief Executive Officer
(principal executive officer)

Dated: November 13, 2025

/s/ Brett MacKay
Brett MacKay
Chief Financial Officer
(principal financial and accounting officer)
