J4 VENTURES INC.

Annual General Meeting
to be held on Friday, November 22, 2024

Notice of Annual General Meeting
and
Information Circular

October 15, 2024

J4 VENTURES INC.

503 - 905 West Pender Street
Vancouver, British Columbia
V6C 1L6

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual general meeting (the "**Meeting**") of the shareholders of J4 Ventures Inc. (the "**Company**") will be held on Friday, November 22, 2024, at 2500 Park Place, 666 Burrard Street, Vancouver, British Columbia at 10:00 a.m. (local time in Vancouver, British Columbia). At the Meeting, the shareholders will receive the financial statements for the years ended April 30, 2023 and April 30, 2024, together with the auditor's report thereon, and consider resolutions to:

1. elect directors for the ensuing year;

2. appoint Davidson & Company LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and to authorize the directors to determine the remuneration to be paid to the auditor;

3. confirm the Company's stock option plan, as required annually by the policies of the TSX Venture Exchange; and

4. transact such other business as may properly be put before the Meeting.

All shareholders are entitled to attend and vote at the Meeting in person or by proxy. The Board of Directors (the "**Board**") requests that all shareholders who will not be attending the Meeting in person read, date and sign the accompanying proxy and deliver it to Odyssey Trust Company ("**Odyssey**"). If a shareholder does not deliver a proxy to Odyssey, Attention: Proxy Department, United Kingdom Building, 350 – 409 Granville Street, Vancouver, British Columbia, V6C 1T2, by 10:00 a.m. (local time in Vancouver, British Columbia) on Wednesday, November 20, 2024 (or before 48 hours, excluding Saturdays, Sundays and holidays before any adjournment of the meeting at which the proxy is to be used) then the shareholder will not be entitled to vote at the Meeting by proxy. Only shareholders of record at the close of business on October 15, 2024 will be entitled to vote at the Meeting.

An information circular and a form of proxy accompany this notice of Meeting.

DATED at Vancouver, British Columbia, the 15th day of October, 2024.

ON BEHALF OF THE BOARD

"Jeremy Poirier"

Jeremy Poirier,
Chief Executive Officer and Director

J4 VENTURES INC.

503 - 905 West Pender Street
Vancouver, British Columbia
V6C 1L6

INFORMATION CIRCULAR

(as at October 15, 2024 except as otherwise indicated)

SOLICITATION OF PROXIES

This information circular (the "**Circular**") is provided in connection with the solicitation of proxies by the management (the "**Management**") of J4 Ventures Inc. (the "**Company**"). The form of proxy which accompanies this Circular (the "**Proxy**") is for use at the annual general meeting of the shareholders of the Company to be held on Friday, November 22, 2024 (the "**Meeting**"), at the time and place set out in the accompanying notice of Meeting (the "**Notice of Meeting**"). The Company will bear the cost of this solicitation. The solicitation will be made by mail, but may also be made by telephone.

APPOINTMENT AND REVOCATION OF PROXY

The persons named in the Proxy are directors and/or officers of the Company**. A registered shareholder who wishes to appoint some other person to serve as their representative at the Meeting may do so by striking out the printed names and inserting the desired person's name in the blank space provided.** The completed Proxy should be delivered to Odyssey Trust Company ("**Odyssey**") Attention: Proxy Department, United Kingdom Building, 350 – 409 Granville Street, Vancouver, British Columbia, V6C 1T2 by 10:00 a.m. (local time in Vancouver, British Columbia) on Wednesday, November 20, 2024, or before 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment of the Meeting at which the Proxy is to be used.

The Proxy may be revoked by:

(a) signing a proxy with a later date and delivering it at the time and place noted above;

(b) signing and dating a written notice of revocation and delivering it to Odyssey, or by transmitting a revocation by telephonic or electronic means, to Odyssey, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment of it, at which the Proxy is to be used, or delivering a written notice of revocation and delivering it to the Chair of the Meeting on the day of the Meeting or adjournment of it; or

(c) attending the Meeting or any adjournment of the Meeting and registering with the scrutineer as a shareholder present in person.

Provisions Relating to Voting of Proxies

The shares represented by Proxy in the form provided to shareholders will be voted or withheld from voting by the designated holder in accordance with the direction of the registered shareholder appointing him. If there is no direction by the registered shareholder, those shares will be voted for all proposals set out in the Proxy and for the election of directors and the appointment of the auditor as set out in this Circular. The Proxy gives the person named in it the discretion to vote as such

person sees fit on any amendments or variations to matters identified in the Notice of Meeting, or any other matters which may properly come before the Meeting. At the time of printing of this Circular, the Management knows of no other matters which may come before the Meeting other than those referred to in the Notice of Meeting.

Advice to Beneficial Holders of Common Shares

The information set forth in this section is of significant importance to many shareholders, as a substantial number of shareholders do not hold common shares in their own name. Shareholders who hold their common shares through their brokers, intermediaries, trustees or other persons, or who otherwise do not hold their common shares in their own name (referred to herein as "**Beneficial Shareholders**") should note that only proxies deposited by shareholders who appear on the records maintained by the Company's registrar and transfer agent as registered holders of common shares will be recognized and acted upon at the Meeting. If common shares are listed in an account statement provided to a Beneficial Shareholder by a broker, then those common shares will, in all likelihood, not be registered in the shareholder's name. Such common shares will more likely be registered under the name of the shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). In the United States, the vast majority of such common shares are registered under the name of Cede & Co., the registration name for The Depository Trust Company, which acts as nominee for many United States brokerage firms. Common shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted or withheld at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their common shares are voted at the Meeting. The form of instrument of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the instrument of proxy provided directly to registered shareholders by the Company. However, its purpose is limited to instructing the registered shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**") in Canada. Broadridge typically prepares a machine-readable voting instruction form ("**VIF**"), mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the VIFs to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge VIF cannot use that form to vote common shares directly at the Meeting. The VIFs must be returned to Broadridge (or instructions respecting the voting of common shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the common shares voted. If you have any questions respecting the voting of common shares held through a broker or other intermediary, please contact that broker or other intermediary for assistance.**

The Notice of Meeting, Circular, Proxy and VIF, as applicable, are being provided to both registered shareholders and Beneficial Shareholders. Beneficial Shareholders fall into two categories - those who object to their identity being known to the issuers of securities which they own ("**OBOs**") and those who do not object to their identity being made known to the issuers of the securities which they own ("**NOBOs**"). Subject to the provisions of National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), issuers may request and obtain a list of their NOBOs from intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of proxy-related materials directly (not via Broadridge) to such NOBOs. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of common shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding the common shares on your behalf.

Pursuant to the provisions of NI 54-101, the Company is providing the Notice of Meeting, Circular and Proxy or VIF, as applicable, to both registered owners of the securities and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding common shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the VIF. As a result, if you are a non-registered owner of the securities, you can expect to receive a scannable VIF from Odyssey. Please complete and return the VIF to Odyssey in the envelope provided or by facsimile. In addition, internet voting instructions can be found on the VIF. Odyssey will tabulate the results of the VIFs received from the Company's NOBOs and will provide appropriate instructions at the Meeting with respect to the common shares represented by the VIFs they receive.

The Company's OBOs can expect to be contacted by Broadridge or their brokers or their broker's agents as set out above. The Company does not intend to pay for intermediaries to deliver the Notice of Meeting, Circular and VIF to OBOs and accordingly, if the OBO's intermediary does not assume the costs of delivery of those documents in the event that the OBO wishes to receive them, the OBO may not receive the documentation.

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting common shares registered in the name of his broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered shareholder and vote the common shares in that capacity. NI 54-101 allows a Beneficial Shareholder who is a NOBO to submit to the Company or an applicable intermediary any document in writing that requests that the NOBO or a nominee of the NOBO be appointed as proxyholder. If such a request is received, the Company or an intermediary, as applicable, must arrange, without expenses to the NOBO, to appoint such NOBO or its nominee as a proxyholder and to deposit that proxy within the time specified in this Circular, provided that the Company or the intermediary receives such written instructions from the NOBO at least one business day prior to the time by which proxies are to be submitted at the Meeting, with the result that such a written request must be received by 10:00 a.m. (local time in Vancouver, British Columbia) on the day which is at least three business days prior to the Meeting. **A Beneficial Shareholder who wishes to attend the Meeting and to vote their common shares as proxyholder for the registered shareholder, should enter their own name in the blank space on the VIF or such other document in writing that requests that the NOBO or a nominee of the NOBO be appointed as proxyholder and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

All references to shareholders in the Notice of Meeting, Circular and the accompanying Proxy are to registered shareholders of the Company as set forth on the list of registered shareholders of the Company as maintained by the registrar and transfer agent of the Company, Odyssey, unless specifically stated otherwise.

Financial Statements

The audited financial statements of the Company for the years ended April 30, 2023 and April 30, 2024, together with the auditor's report on those statements and Management Discussion and Analysis, will be presented to the shareholders at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

As at the date of the accompanying Notice of Meeting, the Company's authorized capital consists of an unlimited number of common shares of which 8,550,000 common shares are issued and outstanding. All common shares in the capital of the Company carry the right to one vote.

Shareholders registered as at October 15, 2024, are entitled to attend and vote at the Meeting. Shareholders who wish to be represented by proxy at the Meeting must, to entitle the person appointed by the Proxy to attend and vote, deliver their Proxies at the place and within the time set forth in the notes to the Proxy.

To the knowledge of the directors and executive officers of the Company, as of the date of this Circular, the following persons beneficially own, directly or indirectly, or exercise control or direction over, 10% or more of the issued and outstanding common shares of the Company:

Shareholder	Number of Shares	Percentage of Issued Capital
Jeremy Poirier	1,500,000	17.5%
William Poirier	1,430,000	16.7%

ELECTION OF DIRECTORS

The directors of the Company are elected annually and hold office until the next annual general meeting of the shareholders or until their successors are elected or appointed. The Management of the Company proposes to nominate the persons listed below for election as directors of the Company to serve until their successors are elected or appointed. In the absence of instructions to the contrary, Proxies given pursuant to the solicitation by the Management will be voted for the nominees listed in this Circular. Management does not contemplate that any of the nominees will be unable to serve as a director. The number of directors on the board of directors (the "**Board**") of the Company has been determined at three.

The following table sets out the names of the nominees for election as directors, the offices they hold within the Company, their occupations, the length of time they have served as directors of the Company, and the number of common shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised, as of the date of this Circular.

Name, province or state and country of residence and position, if any, held in the Company	Principal occupation during the past five years	Served as director of the Company since	Number of common shares of the Company beneficially owned, directly or indirectly, or controlled or directed at present[1]
Jeremy Poirier[2] British Columbia, Canada ***Chief Executive Officer and Director***	Chief Executive Officer and a Director of European Energy Metals Corp., June 10, 2021 to present; Chief Executive Officer and Director, Nexus Uranium Corp, January 2022 to present; President, Chief Executive Officer, and Director, Bearing Lithium Corp., from August 2016 to October 2019; President, Nico Consulting from 2004 to present.	March 30, 2021	1,500,000
R. Timothy Henneberry[2] British Columbia, Canada ***Director***	Director of European Energy Metals Corp. from February 2, 2021; Director of Mind Medicine (MindMed) Inc. from February 2013 to July 2017; Director of Quadro Resources Ltd. from November 2013 to January 2018; Director of Arcwest Exploration Inc. from June 2013 to September 2018; interim CEO of Arcwest Exploration Inc. from June 2017 to September 2018; Director and CEP of Pike Mountain Minerals Inc. (now Carebook Technologies Inc.) from July 2018 to October 2020; Director of Raindrop Ventures Corp. from November 2019 to December 2020; Director of Silver Sands Resources Corp. since January 2018; director of iMetal Resources Inc. from November 2020; Director of Nexus Uranium Corp. from July 2020 to October 2023 and interim CEO of Nexus Uranium Corp. from July 2020 to November 2020; Director of Tana Resources Corp. from February 10, 2021.	March 30, 2021	200,000
Jordon Witham-Carroll[2] British Columbia, Canada ***Director***	Certified electrician; Director, FenixOro Gold Corp. (previously American Battery Metals Corp.) June 6, 2018 to April 7, 2020; Director of Pike Mountain Minerals Inc. (now Carebook Technologies Inc.) from February 20, 2020 to October 2020; Nexus Uranium Corp. from April 2022 to present.	March 30, 2021	150,000

Notes:

(1) The information as to common shares beneficially owned or controlled has been provided by the nominees themselves.
(2) A member of the audit committee.

No proposed director is being elected under any arrangement or understanding between the proposed director and any other person or company.

Corporate Cease Trade Orders or Bankruptcies

No director or proposed director of the Company is, or within the ten years prior to the date of this Circular has been, a director or executive officer of any company, including the Company, that while that person was acting in that capacity:

(a) was the subject of a cease trade order or similar order or an order that denied the company access to any exemption under securities legislation for a period of more than 30 consecutive days; or

(b) was subject to an event that resulted, after the director ceased to be a director or executive officer of the company being the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or

(c) within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Individual Bankruptcies

No director or proposed director of the Company has, within the ten years prior to the date of this Circular, become bankrupt or made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

Penalties or Sanctions

Jeremy Poirier, a director and the Company's Chief Executive Officer, entered into a settlement agreement dated July 22, 2022 with the British Columbia Securities Commission (the "**BCSC"**). Mr. Poirier was formerly the Chief Executive Officer and a director of Bearing Lithium Corp. ("**Bearing"**). Pursuant to the settlement agreement, Bearing (then known as Bearing Resources Ltd.) agreed that it retained Stock Social Inc. ("**SSI"**), a marketing company, to conduct investor relations and that SSI disseminated advertorials and social media posts about Bearing (collectively, the "**Promotional Materials"**) during the period of January 2017 to February 2017 and failed to ensure such Promotional Materials disclosed they were issued on behalf of Bearing, which is a contravention of section 52(2) of the *Securities Act* (British Columbia) (the "**Act"**). Mr. Poirier, who was the Chief Executive Officer and a director of Bearing at such time, agreed that he authorized, permitted or acquiesced in Bearing's contravention of section 52(2) of the Act and therefore contravened the same provision. Bearing paid the BCSC $25,000 in settlement of the matter and Mr. Poirier paid the BCSC $10,000 in settlement of the matter.

Other than the above, none of the proposed directors have been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable security holder making a decision about whether to vote for the proposed director.

STATEMENT OF EXECUTIVE COMPENSATION

General

For the purposes of this disclosure:

"**CEO**" of the Company means each individual who served as Chief Executive Officer of the Company or acted in a similar capacity for any part of the two most recently completed financial years.

"**CFO**" of the Company means each individual who served as Chief Financial Officer of the Company or acted in similar capacity for any part of the two most recently completed financial years.

"**NEO**" or "named executive officer" means each of the following individuals:

(a) a CEO;

(b) a CFO;

(c) the most highly compensated executive officer other than the individuals identified in (a) and (b) above, at the end of the two most recently completed financial years whose total compensation was more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* of National Instrument 51-102 – *Continuous Disclosure Obligations*, for that financial year; and

(d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of the two most recently completed financial years.

During the financial years ended April 30, 2023 and April 30, 2024, the Company had two (2) NEOs, being Jeremy Poirier, the CEO and Joel Leonard, the CFO.

Director and NEO Compensation, Excluding Compensation Securities

Set out below is a summary of all compensation paid, payable, awarded, granted, given, or otherwise provided, excluding compensation securities, during the Company's two most recently completed financial years to the Company's NEOs and directors, in any capacity, for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof.

Table of Compensation Excluding Compensation Securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compen-sation ($)**	**Total compen-sation ($)**
Jeremy Poirier(1) CEO and Director	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Joel Leonard(2) CFO	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil

Table of Compensation Excluding Compensation Securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compen-sation ($)**	**Total compen-sation ($)**
R. Timothy Henneberry(3) Director	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Jordon Witham-Carroll(4) Director	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil

Notes:

(1) Mr. Poirier was appointed a Director and CEO of the Company on March 30, 2021.
(2) Mr. Leonard was appointed CFO of the Company on March 30, 2021.
(3) Mr. Henneberry was appointed a Director of the Company on March 30, 2021.
(4) Mr. Witham-Carroll was appointed a Director of the Company on March 30, 2021.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company, or any subsidiary thereof, in the years ended April 30, 2023 and April 30, 2024 for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensa-tion securities, number of underlying securities and percentage of class**(1)	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Jeremy Poirier CEO and Director	Nil	(2)	N/A	N/A	N/A	N/A	N/A
Joel Leonard CFO	Nil	(3)	N/A	N/A	N/A	N/A	N/A
R. Timothy Henneberry Director	Nil	(4)	N/A	N/A	N/A	N/A	N/A
Jordon Witham-Carroll Director	Nil	(5)	N/A	N/A	N/A	N/A	N/A

Notes:

(1) No stock options (the "**Options**") were granted to the directors or NEOs during the years ended April 30, 2023 and April 30, 2024. All Options granted to directors and NEOs are subject to the terms of an escrow agreement and any Shares purchased pursuant to the exercise of Options by directors and NEOs are subject to the terms of the escrow agreement which provides that such Shares will be released from escrow on the date that the TSX Venture Exchange (the "**TSXV**") issues its final bulletin approving the Company's Qualifying Transaction, as defined in the Corporate Finance Manual of the TSXV (the "**Policies**"). All Options held by the directors and NEOs were granted on July 29, 2021 at an exercise price of $0.10 per Share until July 29, 2031. These Options vested on the date of grant.

(2) As at April 30, 2023 and April 30, 2024, Mr. Poirier held a total of 427,500 Options, representing an equal number of underlying Shares vesting immediately. These 427,500 Options represent approximately 5% of the issued and outstanding Shares of the Company, as at April 30, 2023 and April 30, 2024.

(3) As at April 30, 2023 and April 30, 2024, Mr. Leonard held a total of 100,000 Options, representing an equal number of underlying Shares vesting immediately. These 100,000 Options represent approximately 1.17% of the issued and outstanding Shares of the Company, as at April 30, 2023 and April 30, 2024.

(4) As at April 30, 2023 and April 30, 2024, Mr. Henneberry held a total of 100,000 Options, representing an equal number of underlying Shares vesting immediately. These 100,000 Options represent approximately 1.17% of the issued and outstanding Shares of the Company, as at April 30, 2023 and April 30, 2024.

(5) As at April 30, 2023 and April 30, 2024, Mr. Witham-Carroll held a total of 100,000 Options, representing an equal number of underlying Shares vesting immediately. These 100,000 Options represent approximately 1.17% of the issued and outstanding Shares of the Company, as at April 30, 2023 and April 30, 2024.

Exercise of Compensation Securities by Directors and NEOs

There were no exercises of compensation securities by a director or NEO of the Company during the two most recently completed financial years.

Stock Option Plans and Other Incentive Plans

As at April 30, 2023 and April 30, 2024, the Company had one equity incentive plan, being the 10% rolling stock option plan (the "**Plan**") which was initially approved by the Board on April 29, 2021. The Plan was approved by shareholders at the Company's annual general meeting held on March 30, 2023. The Plan is a "rolling" Plan that is administered by the Board (or a committee thereof), pursuant to which the number of Shares reserved for issuance from time to time will not exceed 10% of the issued and outstanding Shares at the date of any grant, on an undiluted basis. The Plan provides that the Board may, from time to time, in its discretion, grant Options to directors, officers, employees, consultants, other personnel of the Company and its subsidiaries or affiliates and eligible charitable organizations. There are currently 727,500 Options outstanding under the Plan.

The following information is intended as a brief description of the Plan and is qualified in its entirety by the full text of the Plan, a copy of which is attached as Schedule "B":

(a) the exercise price of any Options shall be fixed by the Board at the time of grant or issuance, provided that such price shall not be less than the Discounted Market Price, as defined in the Policies, or such other price as may be determined under applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Policies;

(b) upon expiry of an Option, or in the event an Option is otherwise terminated for any reason, without having been exercised in full, the number of Shares in respect of the expired or terminated Option shall again be available for a grant or issuance under the Plan;

(c) the term of an Option cannot exceed ten years from the date of grant, (unless automatically extended as a result of a blackout period as described below);

(d) the expiry date of each Option will be automatically extended if the expiry date falls within a blackout period during which the Company prohibits optionees from exercising their Options, provided that:

(i) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information (as defined in the Policies),

(ii) the blackout period expires upon the general disclosure of the undisclosed Material Information and the expiry date of the affected Options is extended to no later than ten business days after the expiry of the blackout period, and

(iii) the automatic extension will not be permitted where the optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

The automatic extension is available to all eligible optionees under the Plan under the same terms and conditions;

(e) following the completion of the Company's Qualifying Transaction, the total number of Shares reserved under option for issuance to: (a) any optionee in any 12 month period shall not exceed 5% of the issued and outstanding Shares at the date of grant or issuance, (b) any one Consultant in any 12 month period shall not exceed 2% of the issued and outstanding Shares at the date of grant or issuance; and (c) all optionees providing investor relations activities in any 12 month period shall not exceed 2% of the issued and outstanding Shares at the date of grant or issuance, in each case subject to adjustment, as set out in the Plan;

(f) unless the Company obtains the approval of holders of a majority of the votes cast by all of the Company's shareholders at a duly constituted meeting, excluding votes attached to Shares beneficially owned by insiders and their associates and affiliates or persons that hold or will hold the Option in question, and their associates and affiliates, as provided for in the Policies, ("**Disinterested Shareholder Approval**"), no grant or issuance of Options shall result at any time in: (a) the number of Shares reserved for issuance pursuant to Options granted or issued to insiders exceeding 10% of the issued and outstanding Shares at any point in time; or (b) the grant or issuance to insiders within the 12 month period prior to such grant or issuance of a number of Options exceeding 10% of the outstanding Shares as at the time of such grant or issuance;

(g) the number of Shares issuable to any eligible charitable organization will not exceed 1% of the issued and outstanding Shares as at the date of grant or issuance;

(h) if a director, employee or consultant of the Company is terminated for cause, then any Option granted or issued to them will terminate immediately upon their ceasing to be a director, employee, or consultant of the Company by reason of termination for cause;

(i) if an optionee ceases to be a director, officer, employee or consultant of the Company (other than by reason of death, disability or termination of services for cause), or if an optionee resigns, as the case may be, then any Option granted or issued to the holder that had vested and was exercisable on the date of termination will expire on the earlier of the expiry date and the date that is 90 days following the date that the holder ceases to be a director, employee or service provider of the Company, however any Options granted prior to the completion of the Company's Qualifying Transaction shall terminate on the earlier of the expiry date of such Options and 12 months after the optionee's termination date;

(j) if the engagement of an optionee engaged in investor relations activities as a consultant is terminated for any reason other than cause, disability or death, any Option granted or issued to such holder that was exercisable and had vested on the date of termination will be exercisable until the earlier of the expiry date and the date that is 30 days after the effective date of the holder ceasing to be a consultant;

(k) if an optionee dies, the holder's lawful personal representatives, heirs or executors may exercise any Option granted or issued to the holder that had vested and was exercisable on the date of death until the earlier of the expiry date and one year after the date of death of the holder;

(l) Options granted to directors, employees or consultants will vest when granted or issued unless determined by the Board on a case by case basis, other than Options granted or issued to consultants performing investor relations activities, which will vest in stages over 12 months with no more than one quarter of the Options vesting in any three month period;

(m) Options granted or issued under the Plan shall not be assignable or transferable by an optionee;

(n) the Board may from time to time, subject to regulatory or shareholder approval, amend or revise the terms of the Plan; and

(o) all Options and any Shares issued prior to the date on which the TSXV issues its final bulletin approving the Company's Qualifying Transaction are subject to escrow.

Employment, Consulting and Management Agreements

During the years ended April 30, 2023 and April 30, 2024, the Company did not have any written employment, consulting or management agreements and accordingly, there are no change of control, severance or termination provisions in these arrangements.

External Management Companies

During the years ended April 30, 2023 and April 30, 2024, the Company accrued $1,575 per month as owing to Nico Consulting Inc., a company controlled by Jeremy Poirier, the CEO of the Company, for reimbursement for rent, secretarial and other general administrative expenses and accrued $1,050 per month as owing to JCL Accounting Partners, a company controlled by the Joel Leonard, CFO of the Company, for reimbursement for accounting services. In accordance with Policy 2.4 - *Capital Pool Companies* of the TSXV, the administrative expenses of the Company may not exceed $3,000 and, accordingly any additional expenses incurred by Nico Consulting Inc. or JCL Accounting Partners on behalf of the Company will not be subject to reimbursement.

Oversight and Description of Director and NEO Compensation

As the Company is currently a Capital Pool Company (as defined in the Policies), it does not have a formal or informal compensation program. Prior to completion of a Qualifying Transaction, no payment of any kind has been made, or will be made, directly or indirectly, by the Company to a non-arm's length party to the Company or a non-arm's length party to the Qualifying Transaction, or to any person engaged in Investor Relations Activities (as defined in the Policies) in respect of the securities of the Company or any Resulting Issuer (as defined in the Policies) by any means, except for the reimburse to non-arm's length parties for the Company's reasonable allocation of rent, secretarial services and other general administrative expenses, at fair market value ("**Permitted Reimbursements**"). Following the completion of the Qualifying Transaction, it is anticipated that the Company shall pay compensation to its officers, however, no payment other than the Permitted Reimbursements will be made by the Company or by any party on behalf of the Company, after completion of the Qualifying Transaction, if the payment relates to services rendered or obligations incurred or in connection with the Qualifying Transaction.

Pension Disclosure

The Company does not have a pension plan that provides for payments or benefits to the NEOs or directors at, following, or in connection with retirement.

No other elements of compensation were awarded to, earned by, paid or payable to the NEOs or directors in the most recently completed financial years ended April 30, 2023 and April 30, 2024.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets out those securities of the Company which have been authorized for issuance under equity compensation plans, as at the end of the most recently completed financial year:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by the securityholders	727,500	$0.10	127,500
Equity compensation plans not approved by the securityholders	Nil	Nil	Nil
Total	727,500	$0.10	127,500

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the current or former directors, executive officers, employees of the Company or its subsidiaries, or their respective associates, are as of the date of this Circular, or have been since the beginning of the last completed financial year of the Company, indebted to the Company or any of its subsidiaries (or another entity if the indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company or any of its subsidiaries).

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

No director or executive officer of the Company or any proposed nominee of Management of the Company for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting, other than the election of directors, the appointment of auditors and the confirmation of the Plan.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed elsewhere in this Circular, none of the persons who were directors or executive officers of the Company or a subsidiary at any time during the Company's last completed financial year, the proposed nominees for election to the Board, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Shares of the Company, nor the associates or affiliates of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction since the commencement of the Company's last completed financial year, or in any proposed transaction, which has materially affected or would materially affect the Company.

APPOINTMENT OF AUDITOR

Management intends to nominate Davidson & Company LLP, Chartered Professional Accountants, for re-appointment as auditor of the Company. Forms of proxies given pursuant to this solicitation will, on any poll, be voted as directed and, if there is no direction, for the re-appointment of Davidson & Company LLP, Chartered Professional Accountants, as the auditor of the Company to hold office for the ensuing year with remuneration to be fixed by the directors. Davidson & Company LLP was first appointed as the auditor for the Company effective April 29, 2021.

MANAGEMENT CONTRACTS

Other than as disclosed elsewhere in this Circular, no Management functions of the Company are to any substantial degree performed by a person or company other than the directors or NEOs of the Company.

AUDIT COMMITTEE

The Company is required to have an audit committee (the "**Audit Committee**") comprised of not less than three directors, a majority of whom are not officers, control persons or employees of the Company or an affiliate of the Company.

Audit Committee Charter

The text of the Audit Committee's charter is attached as Schedule "A" to this Circular.

Composition of Audit Committee and Independence

The Company's current Audit Committee consists of Jeremy Poirier, R. Timothy Henneberry and Jordon Witham-Carroll.

National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Company's Board, reasonably interfere with the exercise of the member's independent judgment. Of the Company's current Audit Committee members, R. Timothy Henneberry and Jordon Witham-Carroll are "independent" within the meaning of NI 52-110. Jeremy Poirier is not "independent" as he is also the CEO of the Company.

NI 52-110 provides that an individual is "financially literate" if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements. All of the members of the Audit Committee are "financially literate" as that term is defined. The following sets out the Audit Committee members' education and experience that is relevant to the performance of his responsibilities as an Audit Committee member.

Relevant Education and Experience

Jeremy Poirier (Chair) – Mr. Poirier has over 17 years of experience in capital markets. Mr. Poirier serves as President of Nico Consulting, a management and consulting services company, through which he assists his clients with their IPO, RTO, fundamental transactions, and other various go public strategies. He has served as a member on a number of boards and has held officer positions at several public and private companies including serving on the audit committee of Pure Energy Minerals Limited. Mr. Poirier also has experience in roles with other listed issuers similar to Mr. Poirier's role with the Company.

R. Timothy Henneberry – Mr. Henneberry has over 20 years of public company experience and has held a number of senior management and director positions. He has strong board governance experience and has served on various board committees and audit committees over his career.

Jordon Witham-Carroll – Mr. Carroll is a former director of FenixOro Gold Corp. (CSE: FENX) (previously American Battery Metals Corp.) and has completed courses in public company governance through Simon Fraser University.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, the Audit Committee of the Company has not made any recommendations to nominate or compensate an external auditor which were not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on:

(a) the exemption in section 2.4 (De Minimis Non-audit Services) of NI 52-110;

(b) the exemption in subsection 6.1.1(4) (Circumstances Affecting the Business or Operations of the Venture Issuer) of NI 52-110;

(c) the exemption in subsection 6.1.1(5) (Events Outside Control of Member) of NI 52-110;

(d) the exemption in subsection 6.1.1(6) (Death, Incapacity or Resignation) of NI 52-110; or

(e) an exemption from NI 52-110, in whole or in part, granted under Part 8 (Exemptions).

Pre-Approval Policies and Procedures

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services.

Audit Fees

The following table sets forth the fees billed to the Company and its subsidiaries by Davidson & Company LLP, Chartered Professional Accountants, for services rendered in the last two fiscal years:

	2024	2023
	($)	($)
Audit fees[(1)]	9,615.90	8,856.75
Audit related fees[(2)]	Nil	Nil
Tax fees[(3)]	850.00	800.00
All other fees[(4)]	Nil	Nil
Total	10,465.90	9,656.75

Notes:

(1) "Audit fees" include aggregate fees billed by the Company's external auditor in each of the last two fiscal years for audit fees.

(2) "Audited related fees" include the aggregate fees billed in each of the last two fiscal years for assurance and related services by the Company's external auditor that are reasonably related to the performance of the audit or review of the Company's financial statements and are not reported under "Audit fees" above. The services provided include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "Tax fees" include the aggregate fees billed in each of the last two fiscal years for professional services rendered by the Company's external auditor for tax compliance, tax advice and tax planning. The services provided include tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "All other fees" include the aggregate fees billed in each of the last two fiscal years for products and services provided by the Company's external auditor, other than "Audit fees", "Audit related fees" and "Tax fees" above.

Exemption in Section 6.1

The Company is a "venture issuer" as defined in NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110 relating to Parts 3 (*Composition of Audit Committee*) and 5 (*Reporting Obligations*).

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-101 - *Disclosure of Corporate Governance Practices*, requires all reporting issuers to provide certain annual disclosure of their corporate governance practices with respect to the corporate governance guidelines (the "**Guidelines**") adopted in National Policy 58-201. These Guidelines are not prescriptive, but have been used by the Company in adopting its corporate governance practices. The Board and Management consider good corporate governance to be an integral part of the effective and efficient operation of Canadian corporations. The Company's approach to corporate governance is set out below.

Board of Directors

Management is nominating three individuals to the Board, all of whom are current directors of the Company.

The Guidelines suggest that the board of directors of every reporting issuer should be constituted with a majority of individuals who qualify as "independent" directors under NI 52-110, which provides that a director is independent if he or she has no direct or indirect "material relationship" with the Company. The "material relationship" is defined as a relationship which could, in the view of the Company's Board, reasonably interfere with the exercise of a director's independent judgement. All of the current members of the Board are considered "independent" within the meaning of NI 52-110, except for Jeremy Poirier, who is the CEO and a director of the Company.

The following directors of the Company are also directors of other reporting issuers as stated:

- Jeremy Poirier is a director of Nexus Uranium Corp. and European Energy Metals Corp.

- R. Timothy Henneberry is a director of iMetal Resources Inc., Silver Sands Resources Corp., European Energy Metals Corp., Treviso Capital Corp., Tana Resources Corp. and Questcorp. Mining Inc.

- Jordon Witham-Carroll is a director of Nexus Uranium Corp.

The Board has responsibility for the stewardship of the Company including responsibility for strategic planning, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of the Company's internal control and management information systems.

The Board sets long-term goals and objectives for the Company and formulates the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. The Board may delegate the responsibility for managing the day-to-day affairs of the Company to senior management but will retain a supervisory role in respect of, and ultimate responsibility for, all matters relating to the Company and its business. The Board is responsible for protecting shareholders' interests and ensuring that the incentives of the shareholders and of management are aligned.

The Board facilitates its exercise of independent supervision over management by the composition of the Board.

Orientation and Continuing Education

Given that the Company is a Capital Pool Company pursuant to the policies of the TSXV and does not have, as yet, business operations, as well as the fact that the current directors have prior experience from serving as directors of other public companies, the Company has not yet developed an official orientation or training program for new directors. As may be required in the future, new directors will have the opportunity to become familiar with the Company by meeting with the Board and with management. It is proposed that orientation activities, as required, will be tailored to the particular needs and experience of each director and the overall needs of the Board in the future.

Ethical Business Conduct

The Company has not adopted a written code of ethics. To date, given the Company's limited operations, the Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the obligations contained in corporate legislation regarding conflicts of interest have been sufficient to ensure that the Board operates independently of management and in the best interest of the Company.

Nomination and Assessment

The Company does not intend to establish a nominating committee. The Board as a whole will be responsible for filling vacancies on the Board and recommending potential nominees for directors, and will use an informal consultative process. The Board will analyze the needs of the Board when vacancies arise and identify and propose new nominees who have the necessary competencies and characteristics to meet those needs. In order to foster an objective nomination process, the independent members of the Board will be encouraged to recommend nominees for the Board.

The Board has not yet adopted any formal procedures for regularly assessing the effectiveness of the Board, its committees or individual directors with respect to their effectiveness and contributions. Nevertheless, their effectiveness is subjectively measured on an ongoing basis by each director based on their assessment of the performance of the Board, its committees or the individual directors compared to their expectation of performance. In doing so, the contributions of an individual director are informally monitored by the other Board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

Compensation

As the Company is currently a Capital Pool Company (as defined in the Policies), it does not have a formal or informal compensation program. Prior to completion of a Qualifying Transaction, no payment of any kind has been made, or will be made, directly or indirectly, by the Company to a non-arm’s length party to the Company or a non-arm’s length party to the Qualifying Transaction, or to any person engaged in Investor Relations Activities (as defined in the Policies) in respect of the securities of the Company or any Resulting Issuer (as defined in the Policies) by any means, except for the reimburse to non-arm’s length parties for the Company’s Permitted Reimbursements. Following the completion of the Qualifying Transaction, it is anticipated that the Company shall pay compensation to its officers, however, no payment other than the Permitted Reimbursements will be made by the Company or by any party on behalf of the Company, after completion of the Qualifying Transaction, if the payment relates to services rendered or obligations incurred or in connection with the Qualifying Transaction. The Board, or a committee of the Board, will be responsible for determining all forms of compensation to be awarded to our executive officers and to the directors, and for reviewing such arrangements to reflect the responsibilities, risks and objectives associated with each position.

Other Board Committees

At the present time, the only standing committee is the Audit Committee. The written charter of the Audit Committee, as required by NI 52-110, is contained in Schedule “A” to this Circular. As the Company grows, and its operations and management structure became more complex, the Board expects it will constitute formal standing committees, such as a Corporate Governance Committee and a Compensation Committee, and will ensure that such committees are governed by written charters and are composed of at least a majority of independent directors.

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Confirming Stock Option Plan

Shareholders are being asked to confirm approval of the Company’s “rolling” Plan, whereby the Company is authorized to grant stock options of up to 10% of its issued and outstanding common shares, from time to time, which was approved by the Board on April 29, 2021 and by shareholders on March 30, 2023. The Plan is subject to approval by the TSXV. The Plan is described above under the heading "Statement of Executive Compensation - Stock Option Plans and Other Incentive Plans" and is qualified in its entirety by the full text of the Plan, a copy of which is attached as Schedule "B".

In accordance with the policies of the TSXV, a plan with a rolling 10% maximum must be confirmed by shareholders at each annual general meeting.

Accordingly, at the Meeting, the shareholders will be asked to pass the following ordinary resolution:

"IT IS RESOLVED THAT the Company's 10% rolling stock option plan is hereby approved and confirmed."

Management recommends that Shareholders vote for the ordinary resolution at the Meeting. It is the intention of Management's proxyholders, if not expressly directed otherwise in such form of Proxy, to vote such Proxy FOR the ordinary resolution.

General Matters

It is not known whether any other matters will come before the Meeting other than those set forth above and in the Notice of Meeting, but if any other matters do arise, the persons named in the Proxy intend to vote on any poll, in accordance with his or her best judgement, exercising discretionary authority with respect to amendments or variations of matters set forth in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment of the Meeting.

ADDITIONAL INFORMATION

Additional information relating to the Company may be found on SEDAR+ at www.sedarplus.ca. Financial information about the Company is provided in the Company's comparative annual financial statements to April 30, 2023 and April 30, 2024, a copy of which, together with Management's Discussion and Analysis thereon, can be found on the Company's SEDAR+ profile at www.sedarplus.ca. Additional financial information concerning the Company may be obtained by any securityholder of the Company free of charge by contacting the CEO of the Company by email at jeremypoirier604@gmail.com.

BOARD APPROVAL

The contents of this Circular have been approved and its mailing authorized by the directors of the Company.

DATED at Vancouver, British Columbia, the 15th day of October, 2024.

ON BEHALF OF THE BOARD

"Jeremy Poirier"

Jeremy Poirier,
Chief Executive Officer and a Director

J4 VENTURES INC.

Schedule "A"
Audit Committee Charter

(SEE ATTACHED)

J4 VENTURES INC.

Audit Committee Charter

Mandate

The purpose of the audit committee (the "**Committee**") of the board of directors (the "**Board**") of j4 Ventures Inc. (the "**Company**") is to assist the Board in fulfilling its oversight responsibilities with respect to:

(a) the financial reports and other financial information provided by the Company to regulatory authorities and shareholders;

(b) the Company's systems of internal controls regarding finance and accounting; and

(c) the Company's auditing, accounting and financial reporting processes, including the relationship of the Company with its external auditor (the "**Auditor**").

Composition

The Committee will be composed of at least three members (each, a "**Member**"), all of whom must be directors of the Company.

Each Member will meet the criteria for financial literacy established by applicable laws and, if applicable, the rules of any stock exchange upon which the Company's securities are listed, including National Instrument 52-110 – *Audit Committees*, and at least a majority of the Members must meet the criteria for independence established by such laws and rules. In addition, each Member should be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a Member's independent judgment.

The Members, including the Chair of the Committee (the "**Chair**"), shall be appointed annually by the Board, at a meeting of the Board or by written consent resolution of the Board, following each annual meeting of the shareholders of the Company, or at such other time(s) as may be determined by the Board in its sole discretion.

The Members will be appointed to hold office until the next annual general meeting of shareholders of the Company or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will automatically cease to be a Member upon ceasing to be a director of the Company.

Meetings

Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than four times per year. Notice, at least 24 hours in advance of each meeting of the Committee, will be given to each Member orally, by telephone or by email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by telephone.

At the request of the Auditor, the Chief Executive Officer or the Chief Financial Officer of the Company, or any Member, the Chair will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.

A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chair will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolutions signed by all Members.

The Committee may invite, from time to time, such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee may meet in camera, without members of management in attendance, for a portion of each meeting of the Committee as may be determined by the Chair.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Financial Reporting and Disclosure

(a) review, and recommend to the Board for approval, the Company's annual and interim financial statements, management's discussion and analysis (MD&A), and, if applicable, quarterly financial reports, before the Company publicly discloses this information, as well as any news releases and other public disclosure of financial information extracted or derived from the Company's financial statements;

(b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectus, annual information form, annual report to shareholders, management proxy circular, material change disclosure of a financial nature and similar disclosure documents prior to the public disclosure of such information;

(c) review with management and the Auditor any significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("**IFRS**"), with a view to gaining reasonable assurance that the Company's financial statements are accurate, complete and present fairly, the Company's financial position and the results of its operations in accordance with IFRS, as applicable;

Internal Controls and Audit

(d) review the adequacy and effectiveness of the Company's system of internal control and management information systems, through discussions with management and the Auditor, as needed, to ensure that the Company maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect the Company's transactions, (ii) effective internal control systems, and (iii) adequate processes for assessing the risk of material misstatement of the financial statement and for detecting control weaknesses or fraud;

(e) satisfy itself that management has established adequate procedures for the review of the Company's disclosure of financial information extracted or derived directly from the Company's financial statements;

(f) satisfy itself, through discussions with management, that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations;

Non-Audit Services

(g) pre-approve all non-audit services to be provided to the Company by the Auditor, and the Committee may delegate to one or more Members the authority to pre-approve such non-audit services but pre-approval by such Member(s) so delegated shall be presented to the full Committee at its first scheduled meeting following such pre-approval;

External Auditor

(h) recommend to the Board the Auditor to be nominated at the next annual general meeting of the shareholders of the Company as the external auditor of the Company;

(i) review and recommend to the Board the fee, scope and timing of the audit and other related services rendered by the Auditor;

(j) annually review the performance of the Auditor, which shall be accountable to the Board and the Committee as representatives of the shareholders of the Company;

(k) annually obtain a formal written statement of the Auditor with respect to its independence, taking into account applicable auditor independence standards, and review and discuss with the Auditor any disclosed relationships or services that may impact the objectivity and independence of the Auditor;

(l) at each meeting of the Committee, consult with the Auditor, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements;

(m) review with management and the Auditor the audit plan each year, prior to the commencement of the audit;

(n) in consultation with the Auditor, review with management the integrity of the Company's financial reporting process, both internal and external;

(o) discuss with the Auditor its perception of the Company's financial and accounting personnel, records and systems, the cooperation which the Auditor received during the course of a review or audit, and the availability of records, data and other requested information, as well as any recommendations of the Auditor with respect thereto;

(p) consider the Auditor's judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting and, if appropriate, approve changes to the Company's auditing and accounting principles and practices as suggested by the Auditor and management;

(q) review significant judgments made by management in the preparation of the Company's financial statements and the view of the Auditor as to appropriateness of such judgments;

(r) review any significant disagreement among management and the Auditor in connection with the preparation of the financial statements;

(s) review with the Auditor and management the extent to which changes and improvements in financial or accounting practices have been implemented;

(t) discuss with the Auditor their perception of the Company's identification and management of risks, including the adequacy or effectiveness of policies and procedures implemented to mitigate such risks;

(u) review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters; and

(v) establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Access to Information and Authority

The Committee will be granted unrestricted access to all information regarding the Company that is necessary or desirable to fulfill its duties, and all directors, officers and employees of the Company will be directed to cooperate as requested by Members. The Committee has the authority to retain, at the Company's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Committee also has the authority to communicate directly with the Auditor.

Review of Charter

The Committee will annually review and assess the adequacy of this Audit Committee Charter and recommend any proposed changes to the Board for consideration.

J4 VENTURES INC.

Schedule "B"
Stock Option Plan

(SEE ATTACHED)

J4 VENTURES INC.

STOCK OPTION PLAN

1. Purpose

1.1 The purpose of this stock option plan (this "**Plan**") of **J4 Ventures Inc.**, a corporation incorporated under the *Business Corporations Act* (British Columbia) (the "**Company**"), is to advance the interests of the Company by encouraging eligible persons to acquire common shares in the capital of the Company (each, a "**Share**"), thereby increasing their proprietary interest in the Company, encouraging them to remain associated with the Company, and furnishing them with additional incentive in their efforts on behalf of the Company in the conduct of its affairs.

2. Administration

2.1 This Plan shall be administered by the board of directors of the Company or by a special committee of the directors appointed from time to time by the board of directors of the Company to administer this Plan, as applicable (in either case, the "**Board**").

2.2 Subject to the provisions of this Plan, the Board shall have authority to: (a) construe and interpret this Plan and all stock option agreements or notices of stock option grants (in any case, an "**Option Agreement**") and other documents delivered under this Plan, if any; (b) define the terms used in this Plan and in all Option Agreements; (c) prescribe, amend and rescind rules and regulations relating to this Plan; and (d) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in this Plan and on their legal personal representatives, successors and beneficiaries.

2.3 Each stock option granted or issued under this Plan (each, an "**Option**") may be evidenced by an Option Agreement executed by the Company, in such form as the Board shall approve, which shall not be required to be executed by the recipient of the Options (the "**Optionee**"). Each Option Agreement shall state that it is subject to the provisions of this Plan. Each Option shall entitle the Optionee to acquire one Share, subject to adjustment as provided in Section 12.

3. Stock Exchange Policies

3.1 All Options shall be subject to rules and policies of the TSX Venture Exchange (the "**Exchange**"). It is the intention of the Company that this Plan will at all times be in compliance with the policies set out in the Corporate Finance Manual of the Exchange (the "**Policies**"), and any inconsistencies between this Plan and the Policies will be resolved in favour of the Policies.

3.2 Capitalized terms used but not otherwise defined in the Plan shall have the meanings set out in the Policies, including, in particular, Policies 1.1 – *Interpretation*, 2.4 – *Capital Pool Companies* (for so long as the Company remains a Capital Pool Company) and 4.4 – *Security Based Compensation*.

4. Shares Subject to Plan

4.1 The total number of Shares reserved for issuance under this Plan may not exceed 10% of the issued and outstanding Shares as at the date of grant or issue of any Option. If any Options expire or terminate for any reason in accordance with the terms of this Plan without being exercised, the unpurchased Shares in respect of such Options shall again be available for further Option grants or issuances under this Plan.

4.2 Unless the Company obtains the approval of holders of a majority of the votes cast by all of the Company's shareholders at a duly constituted meeting, excluding votes attached to Shares beneficially owned by Insiders and their Associates and Affiliates or Persons that hold or will hold the Option in question, and their Associates and Affiliates, as provided for in the Policies, ("**Disinterested Shareholder Approval**"), no grant or issuance of Options shall result at any time in: (a) the number of Shares reserved for issuance pursuant to Options granted or issued to Insiders exceeding 10% of the issued and outstanding Shares at any point in time; (b) the grant or issuance to Insiders within the 12 month period prior to such grant or issuance of a number of Options exceeding 10% of the outstanding Shares as at the time of such grant or issuance; or (c) the grant or issuance to any one Optionee within the 12 month period prior to such grant or issuance of a number of Options exceeding 5% of the issued and outstanding Shares as at the time of such grant or issuance.

5. Eligibility and Participation

5.1 Prior to the Completion of the Qualifying Transaction:

(a) Options shall only be granted or issued to: (i) a Director or Senior Officer of the Company, (ii) where permitted by Securities Laws, a technical consultant whose particular industry expertise in relation to the business of the Vendors or the Target Company, as the case may be, is required to evaluate the proposed Qualifying Transaction (a "**Technical Consultant**"), (iii) a company, all of whose securities are owned by such a Director, Senior Officer or Technical Consultant, or (iv) an Eligible Charitable Organization. An Eligible Charitable Organization means (a) any Charitable Organization, or Public Foundation which is a Registered Charity, but is not a Private Foundation, or (b) a Registered National Arts Service Organization, which terms are defined in the *Income Tax Act* (Canada) as amended from time to time; and

(b) no Options shall be granted or issued to any Person providing Investor Relations Activities, promotional or market-making services; and

(c) no Options may be granted or issued unless the Optionee first enters into a CPC Escrow Agreement agreeing to deposit the Options, and the Shares acquired pursuant to the exercise of such Option, into escrow as described in Part 10 of Exchange Policy 2.4 – *Capital Pool Companies*.

5.2 A press release is required at the time of grant for Options granted or issued to Directors and Officers or to Persons involved in Investor Relations Activities and at the time an Option granted to Directors and Officers or to Persons involved in Investor Relations Activities is amended.

5.3 Following the Completion of the Qualifying Transaction, Options may be granted or issued to Directors, Officers, Employees, Management Company Employees or Consultants of the Company or of its subsidiary, and Eligible Charitable Organizations, at the time the Option is granted or issued. The maximum aggregate number of Shares of the Company that are issuable pursuant to all outstanding Charitable Stock Options must not exceed 1% of the outstanding Shares of the Company, as at the date of grant or issuance. Except in relation to Consultant Companies and Eligible Charitable Organizations, Options may be granted or issued only to an individual or to a corporation that is wholly owned by individuals eligible to receive Options. An "Employee" means (a) an individual who is considered an employee of the Company or of its subsidiary under the *Income Tax Act* (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source, (b) an individual who works full-time for the Company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source, or (c) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source.

5.4 In the case of Employees or Consultants, the Option Agreement must state that such Employee or Consultant is a *bona fide* Employee or Consultant. A “Consultant” means an individual (other than a Director, Officer or Employee of the Company or of any of its subsidiaries) or corporation that (a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to any of its subsidiaries, other than services provided in relation to a distribution; (b) provides the services under a written contract between the Company or any of its subsidiaries and the individual or the corporation, as the case may be; and (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or of any of its subsidiaries.

5.5 Following the Completion of the Qualifying Transaction, all Options with an exercise price of less than the initial public offering ("IPO") price and any shares issued upon the exercise of such options must remain in escrow until after the closing of the Qualifying Transaction.

5.6 Subject to the terms of this Plan, the Board shall determine: (a) to whom Options shall be granted or issued; (b) the terms and provisions of the respective Option grants or issuances; and (c) the time(s) at which Options shall be granted or issued and vest.

6. Exercise Price and Vesting

6.1 The exercise price of any Options shall be fixed by the Board at the time of grant or issuance, provided that such price shall not be less than the Discounted Market Price per Share at the time of grant or issuance, or such other price as may be determined under applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Policies. Notwithstanding the foregoing, the exercise price per Share under any Option granted or issued by the Company prior to the completion of its initial public offering shall not be less than the lowest price at which Seed Shares were issued by the Company and a minimum exercise price cannot be established unless the Options are allocated to particular Persons.

6.2 The Company will be required to obtain Disinterested Shareholder Approval prior to effecting any reduction in the exercise price and prior to effecting any extension to the term of any Option held by an Insider of the Company at the time of the proposed reduction or proposed extension.

6.3 No Option shall be exercisable until it has vested. The Board shall establish a vesting period or periods at the time each Option is granted or issued; provided that Options granted or issued to Optionees performing Investor Relations Activities shall vest in stages over at least 12 months, with no more than one-quarter of such Options vesting in any three month period. If no vesting schedule is specified by the Board at the time of grant or issuance, and the Optionee is not performing Investor Relations Activities, the Options shall vest immediately.

7. Number of Options

7.1 The number of Options granted or issued to any one Optionee shall be determined by the Board, provided that no Optionee shall be granted or issued a number of Options that exceeds the maximum number permitted by the Exchange.

7.2 Prior to the Completion of the Qualifying Transaction, the number of Shares reserved under option for issuance to: (a) any individual Optionee shall not exceed 5% of the outstanding Shares at the date of grant or issuance; (b) all Technical Consultants shall not exceed, in aggregate, more than 2% of the issued and outstanding Shares at the date of grant or issuance; and (c) all Eligible Charitable Organizations shall not exceed 1% of the Shares outstanding at the date of grant or issuance.

7.3 Following the Completion of the Qualifying Transaction, the total number of Shares reserved under option for issuance to: (a) any Optionee in any 12 month period shall not exceed 5% of the issued and outstanding Shares at the date of grant or issuance; (b) any one Consultant in any 12 month period shall not exceed 2% of the issued and outstanding Shares at the date of grant or issuance; and (c) all Optionees providing Investor Relations Activities in any 12 month period shall not exceed 2% of the issued and outstanding Shares at the date of grant or issuance, in each case subject to adjustment in accordance with Section 12.

8. Option Period

8.1 The period during which an Option may be exercised shall be determined by the Board when such Option is granted or issued, provided that the term shall be no more than ten years from the date of grant or issuance, and all Options shall be subject to earlier termination as provided in this Plan. Any extension to the term of an Option will be treated as a grant or issuance of a new Option and therefore must comply with the pricing and other requirements of the Policy as if it were a newly granted Option. Notwithstanding the foregoing, the term of an Option shall be no more than ten years from the date of grant or issuance.

8.2 Upon the death of an Optionee, their Options shall terminate on the date determined by the Board, which date shall not be later than the earlier of the expiry date of such Options and one year from the date of death of such Optionee.

8.3 If an Optionee ceases to be a Director, Officer, Employee, Management Company Employee or Consultant, as applicable, their Options shall terminate on the earlier of the expiry date of such Options and the date that is 90 days (or such other period as may be determined by the Board in its sole discretion) following the Optionee's Termination Date (as defined in Section 8.8). A Charitable Stock Option must expire on the earlier of the expiry date of such Option and the 90th day following the date that the holder of the Charitable Stock Option ceases to be an Eligible Charitable Organization.

8.4 Notwithstanding Section **Error! Reference source not found.**, any Options granted or issued prior to the Completion of the Qualifying Transaction shall terminate on the earlier of: (a) the expiry date of such Options and (b) 12 months after the Optionee's Termination Date.

8.5 If an Optionee ceases to be employed or engaged to provide Investor Relations Activities on behalf of the Company, their Options shall terminate on the earlier of the expiry date of such Options and the date that is 30 days following (a) where the Optionee ceases to provide Investor Relations Activities but remains in employment, the date that the Optionee ceases to provide such Investor Relations Activities, and (b) where the Optionee ceases to be employed or provide services to the Company, the Optionee's Termination Date.

8.6 Except as provided in Section 8.2 or as otherwise permitted by the Exchange, no Options shall be transferable or assignable by an Optionee other than by will or the law of intestacy, and Options may be exercised only by the Optionee.

8.7 Notwithstanding any other provision of this Plan, if an Optionee's position with, or engagement by, the Company is terminated under circumstances that do not require notice of termination or pay in lieu thereof be provided under applicable employment standards legislation, or the Board determines there has been a material violation of any agreement the Optionee has with the Company, all Options granted or issued to such Optionee shall become null and void immediately, without penalty to the Company.

8.8 For purposes of this Plan, the Termination Date ("**Termination Date**") of an Optionee who is a Director, Officer, Employee, Management Company Employee or Consultant, as the case may be, is the last date of the Optionee's active service or employment, provided that if such Optionee's employment or service is terminated by the Company under circumstances that require notice of termination or pay in lieu thereof be provided under applicable employment standards legislation, the Termination Date shall instead be the later of (a) the Optionee's last day of active service or employment, and (b) the end of the period of statutory notice of termination required to be provided in respect of that termination under applicable employment standards legislation, in each case excluding any additional period of reasonable or contractual notice (whether agreed or adjudicated).

9. Extension of Options Expiring During Blackout Period

9.1 The expiry date of an Option will be automatically extended if the expiry date falls within a blackout period during which the Company prohibits Optionees from exercising their Options, provided that:

(a) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information;

(b) the blackout period expires upon the general disclosure of the undisclosed Material Information and the expiry date of the affected Options is extended to no later than ten business days after the expiry of the blackout period; and

(c) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable Securities Laws) in respect of the Company's securities.

For greater certainty, in the absence of the Company formally imposing a blackout period, no Option expiry date will be automatically extended in any circumstances.

The automatic extension is available to all eligible Optionees under the Plan under the same terms and conditions.

10. Exercise

10.1 Subject to the provisions of this Plan, Options may be exercised by an Optionee by: (a) delivery of a written notice of exercise to the Company's head office; and (b) payment in cash or cash equivalent to, or as directed by, the Company of the full purchase price of the Shares to be purchased on exercise of such Options, subject to any adjustment to the exercise price in accordance with Section 12, following which the Company shall deliver the Optionee a share certificate representing such Shares or a document evidencing that the Optionee holds such Shares in electronic format. An Option shall be deemed for all purposes to be exercised to the extent stated in the notice of exercise upon delivery of the notice and payment for the number of Shares specified in such notice.

10.2 If required by the policies of the Exchange, the share certificate or other document evidencing the issuance of Shares issued on exercise of any Options will bear a legend in substantially the following form:

> "WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT *UNTIL [INSERT THE DATE THAT IS 4 MONTHS AND ONE DAY AFTER THE DATE OF GRANT]*."

11. Rights of Optionee

11.1 No Optionee shall have any of the rights or privileges of a shareholder of the Company in respect of any Shares issuable upon exercise of Options held by such Optionee until such Options are exercised and the Shares issued on exercise are recorded on the Company's register as being issued and outstanding.

12. Adjustments

12.1 Subject to any required approval of the Exchange, appropriate adjustments to the number of Options outstanding or available for grant or issuance, the aggregate number of Shares reserved for issue on exercise of Options, and the exercise price per Share will be made by the Board to give effect to adjustments in the number of Shares resulting from subdivisions, consolidations or reclassification of the Shares; the payment of any stock dividends; and any merger, amalgamation, reorganization or other business combination to which the Company is a party. Without limiting the generality of the foregoing, the Company will make adjustments to the terms of any Options as follows:

(a) if the Shares are subdivided into a greater number of Shares or consolidated into a lesser number of Shares, the number of Shares which may, after that, be acquired under any Options shall be the number of Shares which would have been received by the Optionee on such subdivision or consolidation had the Optionee then been the holder of record of the number of Shares then exercisable under such Options, and in such event, the exercise price per Share shall be decreased or increased proportionately; and

(b) if there is any capital reorganization or reclassification of the share capital of the Company, or any consolidation or merger, amalgamation or other business combination of the Company with any other person, adequate provisions shall be made by the Company so that there shall be substituted under any Options the securities which would have been issuable or payable to the Optionee had they then been the holder of record of the number of Shares then exercisable under the Options.

12.2 Any Shares or other securities added to or substituted for Shares exercisable under any Options shall be subject to adjustment in the same manner and to the same extent as the Shares originally covered by such Options.

12.3 No fractional Shares shall be issued upon the exercise of any Option. If, as a result of any adjustment under this Section 12, an Optionee would become entitled to a fractional Share, the fractional Share shall be rounded down to the next whole number and no payment or other adjustment will be made.

12.4 Adjustments under this Section 12 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent of any adjustment, shall be final, binding and conclusive, subject to any required approval of the Exchange.

13. Amendment and Termination of Plan

13.1 The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate this Plan in respect of any Options which have not yet been granted or issued. Any amendment to any provision of this Plan will, if required, be subject to approval of the Company's shareholders and any necessary regulatory approvals, including the approval of the Exchange. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for so long as any Option remains outstanding.

13.2 The Board may terminate this Plan at any time, provided that such termination does not alter or impair any Options previously duly granted or issued.

13.3 The Board may amend the terms of any outstanding Option with the consent of the affected Optionee and the Exchange, if required, subject to receipt of any shareholder approval that may be required by the Exchange.

13.4 If any amendment of any outstanding Option requires shareholder or Exchange approval, such amendment may be made prior to such approval being obtained, but no such amended Options may be exercised unless and until such approvals are obtained.

14. Withholding Taxes

14.1 The Company's obligation to deliver Shares issuable on the exercise of Options shall be subject to the Optionee's satisfaction of all applicable income, employment and non-resident withholding tax obligations. Without limiting the foregoing, if the Board determines, in its sole discretion, that, under the requirements of applicable taxation laws or regulations of any governmental authority, it is obliged to withhold an amount for remittance to a taxing authority upon exercise of an Option, then the Company may take any steps it considers necessary or appropriate in the circumstance, including:

(a) requiring the Optionee exercising the Options to pay the Company, in the same manner as the exercise price for the Shares issuable on exercise of the Options, such amount as the Company is obliged to remit to such taxing authority in respect of the exercise of the Options, with any such additional payment, in any event, being due no later than the date as of which any amount with respect to the Options exercised first becomes included in the income of the Optionee for tax purposes;

(b) issuing the Shares issuable on the exercise of the Options to an agent on behalf of the Optionee, and directing the agent to sell a sufficient number of such Shares on behalf of the Optionee to satisfy the amount of any such withholding obligation, with the agent paying the proceeds of any such sale to the Company for this purpose; and

(c) to the extent permitted by law, deducting the amount of any such withholding obligation from any payment of any kind otherwise due to the Optionee.

15. General

15.1 This Plan has been adopted by the Board subject to the approval of the Exchange and, if so approved, subject to the discretion of the Board, this Plan shall become effective upon such approvals being obtained.

15.2 The Company makes no representation or warranty as to the future market value of Shares that may be issued on exercise of any Options or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Shares issuable on exercise of Options, or the tax consequences to an Optionee with respect to any grant or issuance or exercise of any Options or sale of any of the Shares acquired on such exercise. Compliance with applicable Securities Laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.

15.3 This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

APPROVED by the Board as of the 29th day of April, 2021.