

EUROPEAN ENERGY METALS CORP. (formerly, HILO MINING LTD.)
503 – 905 West Pender Street
Vancouver, BC V6C 1L6

FORM 51-102F6V - STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS
(for the year ended May 31, 2023)

The following information is presented by the management of European Energy Metals Corp. (formerly, Hilo Mining Ltd.) (the “**Company**”) in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* of National Instrument 51-102 – *Continuous Disclosure Obligations* (“**Form 51-102F6V**”).

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 most recently completed financial year.

“**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 most recently completed financial year.

“**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 most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, 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 most recently completed financial year.

During the financial year ended May 31, 2023, the Company had two (2) NEOs, being Jeremy Poirier, the CEO and Lachlan McLeod, former CFO and Corporate Secretary⁽¹⁾.

(1) Subsequent to May 31, 2023 Lachlan McLeod resigned as the CFO of the Company and Julia Stone was appointed as the CFO of the Company on June 5, 2023

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 compensation (\$)	Total compensation (\$)
Jeremy Poirier ⁽¹⁾ CEO and Director	2023	\$70,500 ⁽²⁾	Nil	Nil	Nil	Nil	70,500 ⁽²⁾
	2022	30,000 ⁽²⁾	Nil	Nil	Nil	Nil	30,000 ⁽²⁾
Lachlan McLeod ⁽³⁾ Former CFO and Corporate Secretary	2023	37,409 ⁽⁴⁾	Nil	Nil	Nil	Nil	37,409 ⁽⁴⁾
	2022	21,750 ⁽⁴⁾	Nil	Nil	Nil	Nil	21,750 ⁽⁴⁾
Gino DeMichele ⁽⁵⁾ Executive Chairman and Director	2023	60,000 ⁽⁶⁾	Nil	Nil	Nil	Nil	60,000 ⁽⁶⁾
	2022	30,000 ⁽⁷⁾	Nil	Nil	Nil	Nil	30,000 ⁽⁷⁾
R. Timothy Henneberry ⁽⁸⁾ Director	2023	20,000 ⁽⁹⁾	Nil	Nil	Nil	Nil	20,000 ⁽⁹⁾
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Christos Doulis ⁽¹⁰⁾ Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Mr. Poirier was appointed CEO and a Director of the Company on June 10, 2021.
- (2) Paid to Nico Consulting Inc., a company controlled by Mr. Poirier, for Mr. Poirier's role as CEO of the Company. Of this amount \$52,250, (2022 - \$30,000) has been accrued at May 31, 2023. See: "Executive Compensation – Employment, Consulting and management Agreements – Nico Agreement" for more information. In addition, during the year ended May 31, 2023, the Company paid \$762 (2022 - \$800) per month to Nico Consulting Inc. for a total of \$9,143 (2022 - \$3,047) for reimbursement of rent expenses.
- (3) Mr. McLeod was appointed CFO and Corporate Secretary of the Company on October 5, 2021. Subsequent to May 30, 2023, Mr. McLeod resigned as CFO and Corporate Secretary of the Company on June 5, 2023.
- (4) Paid to Fehr & Associates for Mr. McLeod's role as CFO and Corporate Secretary of the Company. Of this amount \$6,264 (2022 - \$3,768) has been accrued. See: "Executive Compensation – Employment, Consulting and management Agreements – Fehr Agreement" for more information.
- (5) Mr. DeMichele was appointed a Director of the Company on November 12, 2021, and Executive Chairman of the Board on December 20, 2021.
- (6) Paid to Gino DeMichele, for Mr. DeMichele's role as Executive Chairman of the Company. See: "Executive Compensation – Employment, Consulting and management Agreements – A2 Capital Agreement" for more information. Of this amount \$15,000 has been accrued at May 31, 2023.
- (7) Paid to A2 Capital Management Inc., a company controlled by Gino DeMichele, for Mr. DeMichele's role as Executive Chairman of the Company. See: "Executive Compensation – Employment, Consulting and management Agreements –

A2 Capital Agreement” for more information.

- (8) Mr. Henneberry was appointed a Director of the Company on February 2, 2021.
 (9) Paid to Mammoth Geological Ltd., a company controlled by Mr. Henneberry, for consulting fees.
 (10) Mr. Doulis was appointed a Director of the Company on April 22, 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 year ended May 31, 2023 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 compensation 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	RSU	150,000 ⁽²⁾ 0.7% ⁽³⁾	March 6, 2023	N/A	0.48	0.75	N/A
Lachlan McLeod Former CFO and Corporate Secretary	RSU	90,000 ⁽²⁾ 0.4% ⁽³⁾	March 6, 2023	N/A	0.48	0.75	N/A
Gino DeMichele Chairman and Director	RSU	150,000 ⁽²⁾ 0.7% ⁽³⁾	March 6, 2023	N/A	0.48	0.75	N/A
R. Timothy Henneberry Director	RSU	150,000 ⁽²⁾ 0.7% ⁽³⁾	March 6, 2023	N/A	0.48	0.75	N/A
Christos Doulis Director	RSU	100,000 ⁽²⁾ 0.5% ⁽³⁾	March 6, 2023	N/A	0.48	0.75	N/A

Notes:

- (1) Restricted Share Units (the “RSUs”) were the only compensation securities granted or issued during the May 31, 2023 year end.
 (2) All RSUs shall vest on March 6, 2024.
 (3) Represents the percentage of the 21,141,163 issued and outstanding Shares of the Company as at May 31, 2023.

Exercise of Compensation Securities by Directors and NEOs

The following table sets out all compensation securities exercised by directors and NEOs of the Company during the most recently completed financial year:

Exercise of Compensation Securities by Directors and NEOs								
Name and position	Type of compensation security	Number of underlying securities exercised	Date of issue or grant	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Christos Doulis, director	Stock Options	20,000	Feb 22, 2022	0.15	May 24, 2023	0.77	0.62	12,400
Lachlan McLeod, former CFO	Stock Options	18,000	Feb 22, 2022	0.15	May 24, 2023	0.77	0.62	11,160

Stock Option Plans and Other Incentive Plans

As at May 31, 2023, the Company has in place a “rolling up to 10%” omnibus equity incentive plan (the “**Plan**”),. The Plan received shareholders’ approval at the Annual General and Special meeting held on February 1, 2023 and was accepted by the TSX Venture Exchange (“**Exchange**”) on March 8, 2023. Shareholder approval of the Plan must be obtained annually at the Company’s annual general meeting and must be submitted for Exchange review and acceptance on an annual basis.

Purpose, Administration and Eligible Participants

The purpose of the Plan is to advance the interests of the Company through the motivation, attraction and retention of key employees, consultants and directors of the Company and designated affiliates of the Company and to secure for the Company and the shareholders of the Company the benefits inherent in the ownership of Shares by key employees, consultants and directors of the Company and the designated affiliates of the Company through the granting of non-transferable awards to eligible participants under the Plan. The Directors may delegate the administration of the Plan to a committee (the “**Committee**”) of the directors of the Company authorized to carry out such administration and, failing a committee being so designated, the Plan is to be administered by the directors of the Company.

Subject to the provisions of the Plan, the Committee has the authority to select those persons to whom awards will be granted. In respect of a grant of Options, eligible participants under the Plan include the directors, officers and employees (including both full-time and part-time employees) of the Company or of any designated affiliate of the Company and any person or corporation engaged to provide ongoing management, advisory or consulting services for the Company or a designated affiliate of the Company or any employee of such person or corporation. In respect of a grant of RSUs, eligible participants under the Plan include the directors, officers and employees (including both full-time and part-time employees) of the Company or of any designated affiliate of the Company and any person or corporation engaged to provide ongoing management, advisory or consulting services for the Company or a designated affiliate of the Company or any employee of such person or corporation, other than any persons retained to provide Investor Relations Activities (as such terms are defined in the policies of the Exchange).

Shares Subject to the Plan

The Plan is a "rolling up to 10%" plan, within the meaning of Policy 4.4, under which the maximum number of Shares reserved for issue thereunder will be determined from time to time by the Committee, provided that (i) the maximum number of Shares reserved for issuance, in the aggregate, pursuant to the exercise of Options and pursuant to the settlement of RSUs granted under the Plan is equal to 10% of the number of Shares then outstanding, less the number of Shares reserved for issuance pursuant to any other security compensation arrangement of the Company.

Any increase or reduction in the number of outstanding Shares will result in an increase or reduction, respectively, in the number of Shares that are available for the grant of Options or the settlement of RSUs under the Plan.

Option Awards

Nature of Options

An Option is an option granted by the Company to a participant entitling such participant to acquire a designated number of Shares from treasury at the exercise price. The Company is obligated to issue and deliver the designated number of Shares on the exercise of an Option and shall have no independent discretion to settle an Option in cash or other property other than Shares issued from treasury.

Exercise Price of Options

The exercise price of any Option may not be less than the closing price of the Shares on the principal stock exchange on which the Shares are listed on the last trading day immediately preceding the date of grant of the Option less the maximum discount, if any, permitted by such stock exchange and, if the Shares are not then listed on any stock exchange, the exercise price may not be less than the fair market value of the Shares as may be determined by the directors of the Company on the day immediately preceding the day of the grant of such Option.

Expiry Date of Options

Each Option, unless sooner terminated pursuant to the provisions of the Plan, will expire on a date to be determined by the Committee at the time the Option is granted, subject to amendment by an employment contract, which date cannot be later than ten (10) years after the date the Option is granted. However, if the expiry date falls within a "blackout period" or within ten (10) business days after the expiry of a "blackout period", then the expiry date of the Option will be the date which is ten (10) business days after the expiry of the blackout period.

Vesting and Exercise of Options

Except as otherwise provided in the Plan or in any employment contract, each Option may be exercised during the term of the Option only in accordance with the vesting schedule, if any, determined by the Committee at the time of the grant of the Option, which vesting schedule may include performance vesting or acceleration of vesting in certain circumstances and which may be amended or changed by the Committee from time to time with respect to a particular Option, subject to applicable regulatory requirements. If the Committee does not determine a vesting schedule at the time of the grant of any particular Option, such Option will be exercisable in whole at any time, or in part from time to time, during the term of the Option.

Effect of Termination

No Option granted under the Plan may be exercised unless the optionee at the time of exercise thereof is:

- (a) in the case of an eligible employee, an officer of the Company or a designated affiliate of the Company or in the employment of the Company or a designated affiliate of the Company and has been continuously an officer or so employed since the date of the grant of such Option;
- (b) in the case of an eligible director who is not also an eligible employee, a director of the Company or a designated affiliate of the Company and has been such a director continuously since the date of the grant of such Option; and
- (c) in the case of any other eligible participant, engaged, directly or indirectly, in providing ongoing management, advisory, consulting, technical or other services for the Company or a designated affiliate of the Company and has been so engaged since the date of the grant of such Option;

provided, however, that if a participant: (i) ceases to be a director of the Company and of the designated affiliates of the Company (and is not or does not continue to be an employee thereof) for any reason (other than death); or (ii) ceases to be employed by, or provide services to, the Company or the designated affiliates of the Company (and is not or does not continue to be a director or officer thereof), or any corporation engaged to provide services to the Company or the designated affiliates of the Company, for any reason (other than death) or receives notice from the Company or any designated affiliate of the Company of the termination of his or her employment contract, except as otherwise provided in any employment contract, such participant will have ninety (90) days from the date of such termination to exercise his or her Options to the extent that such participant was entitled to exercise such Options at the date of such termination. Notwithstanding the foregoing or any employment contract, in no event shall such right extend beyond the period during which the Option was exercisable under the terms of its grant or one (1) year from the date of such termination.

RSU Awards

Nature of an RSU

An RSU is an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient participant to receive a cash payment equal to the closing price of the Shares on the Exchange on the last trading date prior to the applicable vesting date or, at the sole discretion of the Committee, a Share, and subject to such restrictions and conditions on vesting as the Committee may determine at the time of grant, unless such RSU expires prior to being settled.

Vesting

The Committee shall have sole discretion to determine if any vesting conditions with respect to an RSU, including any performance criteria or other vesting conditions contained in the applicable restricted share unit agreement, have been met or waive the vesting conditions applicable to RSUs (or deem them to be satisfied), and shall communicate to a participant, as soon as reasonably practicable, the date on which all such applicable vesting conditions in respect of a grant of RSUs have been satisfied and the RSUs have vested.

Settlement

Subject to the vesting and other conditions and provisions in the Plan and in the applicable restricted share unit agreement, each RSU awarded to a participant shall entitle the participant to receive, on settlement, a cash payment equal to the closing price of the Shares on the Exchange on the last trading date prior to the vesting date, or, at the discretion of the Committee, one Share or any combination of cash and Shares as the Committee in its sole discretion may determine, in each case less any applicable withholding taxes. The Company (or the applicable designated affiliate) may, in its sole discretion, elect to settle all or any portion of the cash payment obligation by the delivery of Shares issued from treasury or acquired by a designated broker in the open market on behalf of the participant. Subject to the terms and conditions in the Plan, vested RSUs shall be redeemed by the Company (or the designated affiliate) as described above on the 15th day following the vesting date. Notwithstanding any other provisions in the Plan, no payment, whether in cash or in Shares, shall be made in respect of the settlement of any RSUs later than December 15th of the third calendar year following the end of the calendar year in respect of which such RSU is granted.

Dividend Equivalents

Dividend Equivalents may, as determined by the Committee in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested RSUs in a participant's account on the same basis as cash dividends declared and paid on Shares as if the participant was a holder of record of Shares on the relevant record date. In the event that the participant's applicable RSUs do not vest, all Dividend Equivalents, if any, associated with such RSUs will be forfeited by the participant.

Effect of Death

If a participant dies, any unvested RSUs in the participant's account as at the date of such death shall become immediately forfeited and cancelled. For greater certainty, where a participant's employment or service relationship with the Company or a designated affiliate is terminated as a result of death following the satisfaction of all vesting conditions in respect of particular RSUs but before receipt of the corresponding distribution or payment in respect of such RSUs, the participant shall remain entitled to such distribution or payment. Notwithstanding the foregoing, if the Committee, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested RSUs, the date of such action is the applicable vesting date.

Effect of Termination

If a participant: (i) ceases to be a director of the Company or of a designated affiliate, as the case may be (and is not or does not continue to be an employee thereof), for any reason (other than death); or (ii) ceases to be employed by, or provide services to, the Company or the designated affiliates (and is not or does not continue to be a director or officer thereof), or any corporation engaged to provide services to the Company or the designated affiliates, for any reason (other than death) or shall receive notice from the Company or the designated affiliates of the termination of their employment contract; the participant's participation in the Plan will be terminated immediately, all RSUs credited to such participant's account that have not vested will be forfeited and cancelled, and the participant's rights that relate to such participant's unvested RSUs shall be forfeited and cancelled on the termination date. Notwithstanding the foregoing, if the Committee, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested RSUs, the date of such action is the applicable vesting date.

Consolidation, Merger, etc.

If there is a consolidation, merger or statutory amalgamation or arrangement of the Company with or into another corporation, a separation of the business of the Company into two (2) or more entities or a sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company to another entity, upon the exercise or settlement, if applicable, of an Award under the Plan the holder thereof is entitled to receive the securities, property or cash which the holder would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the holder had been a holder of Shares immediately prior to the effective time of such event, unless the Committee otherwise determines appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the participant in respect of such Award in connection with such event.

Securities Exchange Take-Over Bid

If a take-over bid (within the meaning of the *Securities Act* (British Columbia)) is made as a result of which all of the outstanding Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute of the Company or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may send notice to all participants requiring them to surrender their awards within ten (10) days of the mailing of such notice, and the optionees shall be deemed to have surrendered such awards on the tenth (10th) day after the mailing of such notice without further formality, provided that, among other things, the Committee delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement options to the participants on the equity securities offered as consideration.

Acceleration on Take-Over Bid, Consolidation or Merger

In the event that: (a) the Company seeks or intends to seek approval from the shareholders of the Company for a transaction which, if completed, would constitute an Acceleration Event (as hereinafter defined); or (b) a person makes a bona fide offer or proposal to the Company or the shareholders of the Company which, if accepted or completed, would constitute an Acceleration Event, then the Company is required to send notice to all optionees of such transaction, offer or proposal as soon as practicable. Provided that the Committee has determined that no adjustment will be made under the provisions of the Plan described above under the heading "Consolidation, Merger, etc.", (i) the Committee may by resolution, and notwithstanding any vesting schedule applicable to any Option, subject to any required approval of the Exchange, permit all Options outstanding which have restrictions on their exercise to become immediately exercisable during the period specified in the notice (but in no event later than the applicable expiry date of an Option), so that the optionee may participate in such transaction, offer or proposal, and (ii) the Committee may accelerate the expiry date of such Options and the time for the fulfillment of any conditions or restrictions on such exercise. An "Acceleration Event" means an acquisition by any offeror of beneficial ownership of more than fifty percent (50%) of the votes attached to the outstanding voting securities of the Company, any consolidation merger or statutory amalgamation or arrangement of the Company with or into another corporation and pursuant to which the Company will not be the surviving entity (other than a transaction under which the shareholders of the Company immediately prior to completion of the transaction will have the same proportionate ownership of the surviving corporation), a separation of the business of the Company into two (2) or more entities, a sale, lease exchange or other transfer of all or substantially all of the assets of the Company to another entity or the approval by shareholders of the Company of any plan of liquidation or dissolution of the Company.

Amendments, Modifications and Changes

The Committee has the right under the Plan to make certain amendments to the Plan, including, but not limited to, amendments of a "housekeeping" nature, to comply with applicable law or regulation, to the

vesting provisions of the Plan, to the terms of any Award previously granted (with the consent of the optionee), and with respect to the effect of the termination of an optionee's position, employment or services under the Plan, to the categories of persons who are participants in respect of the administration or implementation of the Plan.

The Committee has the right, under the Plan, with the approval of the shareholders, and where required by the Exchange, with the approval of disinterested shareholders, to make certain amendments to the Plan, including, but not limited to, any change to the number of Shares issuable from treasury under the Plan, any amendment which reduces the exercise price of any Award, any amendment which extends the expiry date of an Award other than as permitted under the Plan, any amendment which cancels any Award and replaces such Award with an Award which has a lower exercise price, any amendment which would permit awards to be transferred or assigned by any participant other than as currently permitted under the Plan, and any amendments to the amendment provisions of the Plan.

External Management Companies

Except as set out herein under the heading "*Employment, Consulting and Management Agreements*", no persons have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly.

Employment, Consulting and Management Agreements

Other than the Nico Agreement, the Fehr Agreement and the A2 Capital Agreement disclosed below, during the year ended May 31, 2023, the Company did not have any written employment, consulting or management agreements. The Nico Agreement, the Fehr Agreement and the A2 Capital Agreement do not contain provisions with respect to payments at, following or in connection with any change of control, severance, termination or constructive dismissal. Particulars of the agreements between the Company and each of these entities are provided below.

Nico Agreement

Pursuant to the consulting agreement dated December 1, 2021 between the Company and Nico Consulting Inc. ("**Nico**"), of North Vancouver, BC, a company wholly-owned by Jeremy Poirier (the "**Nico Agreement**"), Nico provides CEO services to the Company in exchange for a fixed fee of \$5,000 per months from December 1, 2021 to June 1, 2023, \$8,500 per month from June 1, 2023 to July 31, 2023 and \$10,000 thereafter.

Fehr Agreement

Pursuant to the agreement dated April 16, 2021, and amended on May 31, 2023, between the Company and A. Fehr & Associates Ltd. (F&A) of Vancouver, BC, a company wholly-owned by Ann Fehr (the "**Fehr Agreement**"), F&A provides full outsourced accounting services for the Company, as set out therein, which included Lachlan McLeon acting as CFO and Corporate Secretary of the Company from October 5, 2021 until his resignation on June 5, 2023 and Julia Stone from June 5, 2023 to present. Under the terms of the Fehr Agreement, the Company paid to F&A a monthly fixed fee of \$1,500 until June 6, 2023, and \$7,000 thereafter for CFO and Corporate Secretary services being provided by F&A. Mr. McLeod also provided financial, bookkeeping and tax reporting services to the Company, for an additional amount of \$125, \$75 and \$150 per hour, respectively.

A2 Capital Agreement

Pursuant to the consulting agreement dated December 1, 2021 between the Company and A2 Capital Management Inc. ("**A2 Capital**"), of Calgary, AB, a company wholly owned by Gino DeMichele (the "**A2 Capital Agreement**"), A2 Capital agreed to provide the services of the Executive Chairman to the Company, in exchange for a fixed fee of \$5,000 per month.

Oversight and Description of Director and NEO Compensation

The Board is responsible for ensuring that the Company has appropriate procedures for setting director and executive compensation paid to each of the executive officers and directors and ensuring that the compensation is fair, reasonable and is consistent with the Company's compensation philosophy.

The Board is also responsible for granting Options and RSUs to the directors, officers, employees, and consultants of the Company pursuant to the Company's Equity Plan. Executive officers are compensated solely through the payment of consulting fees and the issuance of Options and RSUs.

Due to the stage of development of the Company, the Company does not have a formal compensation program and has not established any quantitative or identifiable measures to assess performance and the performance goals are largely subjective, based on qualitative measures such as consistent and focused leadership, ability to manage risks, enhancing the Company's profile and growth profile. The Company does not use a peer group to determine compensation. During the year ended May 31, 2023, there were no significant events that affected compensation.

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 year ended May 31, 2023.