AGENCY AGREEMENT

November 3, 2025

Copper Giant Resources Corp.
3123 – 595 Burrard Street
Vancouver, BC
V7X 1J1

Attention: Ian Harris
President, Chief Executive Officer and Director

Dear Sir:

The undersigned, Red Cloud Securities Inc., as lead agent and sole bookrunner (the "**Lead Agent**"), and Research Capital Corporation (together with the Lead Agent, the "**Agents**") understand that Copper Giant Resources Corp. (the "**Company**") proposes to issue and sell up to 17,858,000 units (the "**Units**") of the Company at a price of $0.28 per Unit (the "**Unit Price**") for aggregate gross proceeds of up to $5,000,240. Each Unit will be comprised of one (1) common share in the capital of the Company (a "**Unit Share**") and one (1) common share purchase warrant (each common share purchase warrant, a "**Warrant**"). Each Warrant will be exercisable by the holder thereof to acquire one (1) common share of the Company (a "**Warrant Share**") at a price of $0.40 per Warrant Share for a period of thirty-six (36) months following the Closing Date (as defined hereinafter). The Warrants shall be created and issued pursuant to the Warrant Indenture (as hereinafter defined). The Units, Unit Shares and Warrants, as the context requires, are collectively referred to herein as the "**Offered Securities**".

The Company also hereby grants to the Agents an option (the "**Over-Allotment Option**"), which may be exercised by the Lead Agent in whole or in part at any time in the Lead Agent's sole discretion and without obligation, to purchase from the Company up to an additional 2,678,700 Units (the "**Additional Units**") at the Unit Price, for the purposes of covering the Agent's over-allocation position, if any, and for market stabilization purposes. If the Lead Agent elects to exercise such Over-Allotment Option, the Lead Agent shall notify the Company in writing not later than the date that is 30 days following the Closing Date, which notice shall specify the number of Additional Units to be purchased by the Agents and the date (the "**Option Closing Date**") on which such Additional Units are to be purchased. Such Option Closing Date may be the same as the Closing Date but not earlier than the later of (i) the Closing Date, and (ii) two Business Days (as hereinafter defined) after the date of such notice, nor later than seven Business Days after the date of such notice. In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the exercise price of the Over-Allotment Option and to the number of Additional Units issuable on exercise thereof such that the Agents are entitled to receive the same number and type of securities that the Lead Agent would have otherwise received had it exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or other change.

Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Company hereby appoints the Agents, as the Company's exclusive Agents to offer for sale on a "best effort" basis, without underwriter liability, the Units to be issued and sold pursuant to the Offering and the Agents agree to arrange for purchasers of the Units in the Selling Jurisdictions (as hereinafter defined) where the Units may be lawfully offered and sold, provided that any Units offered or sold in any jurisdictions outside of Canada are lawfully offered and sold on a basis exempt from the prospectus, registration or similar requirements of any such jurisdictions, including continuous disclosure obligations. It is understood and agreed that the Agents are under no obligation to purchase any of the Units.

Unless the context otherwise requires, all references to the "**Offered Securities**", "**Units**", "**Unit Shares**" and "**Warrants**" shall include the "**Additional Units**", as applicable, and assume the full exercise of the Over-Allotment Option, all references to "**Warrant Shares**" shall include the additional Warrant Shares issuable upon exercise of the additional Warrants issued pursuant to the Over-Allotment Option and assume the full exercise of the Over-Allotment Option, and the offering of the Offered Securities by the Company is hereinafter referred to as the "**Offering**".

The Company has prepared and filed with the British Columbia Securities Commission (the "**Reviewing Authority**") and the other Securities Regulators (as defined herein) in accordance with National Instrument 44-101 – *Short Form Prospectus Distributions* and National Instrument 44-102 – *Shelf Distributions* (collectively, the "**Shelf Procedures**"), a (final) short form base shelf prospectus dated November 29, 2024 relating to the offering of Common Shares, warrants, subscription receipts, units and share purchase contracts of the Company with a total offering price in the aggregate of up to $50,000,000 (the "**Final Prospectus**") and has obtained from the Reviewing Authority a Decision Document (as defined herein) for the Final Prospectus for and on behalf of itself and each of the other Securities Regulators pursuant to National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* ("**NP 11-202**"). The Offering will be made by way of a prospectus supplement to the Final Prospectus dated the date hereof (the "**Prospectus Supplement**") and filed in the Qualifying Jurisdictions (as defined below) pursuant to the Shelf Procedures.

The Agents will solicit offers in the Selling Jurisdictions. Offers to purchase the Units solicited by the Agents will be subject to acceptance by the Company and to the requirements of Securities Laws (as defined herein) or other applicable laws. For greater certainty, the Agents are under no obligation to purchase any Units.

The parties acknowledge that the Units, Unit Shares, Warrants, Warrant Shares, Broker Warrants (as hereinafter defined) and Broker Warrant Shares (as hereinafter defined), have not been and will not be registered under the U.S. Securities Act (as hereinafter defined) or the securities laws of any state of the United States and may not be offered or sold in the United States (as hereinafter defined), or to or for the account or benefit of, U.S. Persons (as hereinafter defined), except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable laws of any state of the United States in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Company and each Agent and its U.S. Placement Agent (as hereinafter defined) contained in Schedule "A" hereto. All actions to be undertaken by the Agents in the United States or to, or for

the account or benefit of, U.S. Persons in connection with the matters contemplated herein shall be undertaken through a U.S. Placement Agent (as hereinafter defined).

Each Agent acknowledges that the Broker Warrants may not be exercised in the United States or on behalf of any U.S. Person, except pursuant to an exemption from the registration requirements of the U.S. Securities Act and in accordance with any applicable securities laws of any state of the United States. In connection with the issuance of the Broker Warrants and Broker Warrant Shares, as the case may be, the Agent represents and warrants that (i) it is not in the United States, is not a U.S. Person and it is not acquiring the Broker Warrants or the Broker Warrant Shares for the account or benefit of any person in the United States or any U.S. Person, (ii) this Agreement was executed and delivered outside the United States, and (iii) it is acquiring the Broker Warrants and Broker Warrant Shares, as applicable, as principal for its own account and not for the benefit of any other person.

The Agents have the right to appoint other registered dealers as sub-agents upon such terms and conditions as may be agreed between the Agent so appointing and the sub-agents, provided the terms and conditions of such appointment are not inconsistent with the terms and conditions of this Agreement. Any such appointment will be subject to the prior approval of the Company, such approval not to be unreasonably withheld. The Company grants all of the rights and benefits of this Agreement to any registered dealers so appointed by the Agents and appoints the Lead Agent as trustee of such rights and benefits for such registered dealers, and the Lead Agent hereby accepts such trust and agrees to hold such rights and benefits for and on behalf of such registered dealers. The Agent appointing any sub-agent has the exclusive right to determine the remuneration payable to such other registered dealers appointed by it out of the compensation payable by the Company to such Agent, provided, however, in no case shall such remuneration exceed that payable to the Agents hereunder.

In consideration of the services to be rendered by the Agents pursuant to this Agreement and in connection with all other matters relating to the issue and sale of the Offered Securities, the Company shall pay to the Agents at the Closing Time (as hereinafter defined) and the Option Closing Time (as hereinafter defined) a cash commission (the "**Commission**") of 6.0% of the gross proceeds realized by the Company in respect of the sale of the Offered Securities (including, for certainty, any Additional Units issued and sold by the Company on exercise of the Over-Allotment Option).

As additional consideration, the Company shall issue and deliver to the Agents warrants of the Company (the "**Broker Warrants**") exercisable for a period of 36 months following the Option Closing Date, to acquire in aggregate that number of Common Shares which is equal to 6% of the number of Units sold pursuant to the Offering at an exercise price equal to $0.40 per Common Share. The obligation of the Company to pay the Commission and issue the Broker Warrants shall arise at the Closing Time against payment for the Offered Securities, and the Commission and the Broker Warrants shall be fully earned by the Agents at that time; provided that in respect of any Commission payable and Broker Warrants issuable in respect of Additional Units sold upon exercise of the Over-Allotment Option subsequent to the Closing Date, the Commission and Broker Warrants shall be fully earned by the Agents at the Option Closing Time.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

"**Additional Offered Securities**" means the additional Units, Unit Shares and Warrants issued in connection with the exercise of the Over-Allotment Option;

"**Additional Units**" has the meaning ascribed thereto in this Agreement;

"**Agents**" has the meaning ascribed to it on the face page of this Agreement, and "**Agent**" means either of the Agents individually as the context requires;

"**Agents' Information**" has the meaning ascribed to it in Section 4(c)(i);

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

"**Affiliates**" means the affiliates of the Agents;

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

"**Big Red Property**" means the Company's greenfield porphyry copper discovery located in British Columbia, Canada;

"**Broker Securities**" means the Broker Warrants and the Broker Warrant Shares;

"**Broker Warrant Certificates**" means the certificates representing the Broker Warrants and containing the terms thereof;

"**Broker Warrant Shares**" means the Common Shares issuable upon exercise of the Broker Warrants;

"**Broker Warrants**" means the broker warrants to be issued to the Agents at the Closing Time, or the Option Closing Time, if applicable, equal to 6.0% of the number of Units sold under the Offering, including for certainty, any Additional Units issued pursuant to the Over-Allotment Option, with each Broker Warrant exercisable for one Broker Warrant Share for a period of thirty-six (36) months following the Closing Date or the Option Closing Date, if applicable, at a price of $0.40 per Broker Warrant, it being understood that the Agents may, in their sole discretion, subject to compliance with Securities Laws, direct the Company to register the Broker Warrants in the name of the selling group members;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver, British Columbia;

"**Canadian Securities Laws**" means all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators in the Qualifying Jurisdictions, and all applicable rules and policies of the TSXV;

"**Closing**" means the completion of the issuance and sale of the Offered Securities pursuant to the Offering in accordance with the provisions of this Agreement;

"**Closing Date**" means the day on which Closing shall occur, being November 10, 2025, or such other date(s) as may be permitted under applicable Securities Laws and as the Company and the Agent may determine;

"**Closing Time**" means 8:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Company and the Agents may determine;

"**Commission**" has the meaning ascribed thereto on the third page of this Agreement;

"**Common Share**" means a common share in the capital of the Company;

"**Company**" has the meaning ascribed thereto on the face page of this Agreement;

"**Company's Auditors**" means Davidson & Company LLP, or such other firm of chartered accountants as the Company may have appointed or may from time to time appoint as auditors of the Company;

"**comparables**" has the meaning ascribed to thereto in NI 41-101;

"**CRA**" means the Canada Revenue Agency;

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

"**Decision Document**" means a receipt for the Final Prospectus, as applicable, issued by or on behalf of the Securities Regulators in accordance with the Passport System;

"**Engagement Letter**" means the letter agreement between the Company and the Lead Agent dated October 30, 2025 in respect of the Offering;

"**Environmental Laws**" has the meaning ascribed to thereto in Section 7(a)(lv)(A) of this Agreement;

"**Final Prospectus**" has the meaning ascribed thereto on the second page of this Agreement;

"**Financial Statements**" means the audited consolidated statements for the periods ended December 31, 2024 and 2023 and related notes thereto, together with the independent auditors' report thereon and the condensed interim consolidated financial statements for the six months ended June 30, 2025 and 2024 and related notes thereto;

"**Government Official**" means any (a) official, officer, employee or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity, (b) salaried political party official, elected member of political office or candidate for political office, or (c) company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

"**Governmental Entity**" means any (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign having jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, (ii) subdivision, agent, commission, board or authority of any of the foregoing, or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

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

"**Laws**" means all applicable laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Entities;

"**Lead Agent**" has the meaning ascribed to it on the face page of this Agreement;

"**Leased Premises**" means the premises which are material to the Company or any Subsidiary and which the Company or any Subsidiary occupies or proposes to occupy as a tenant, sub-tenant or occupant;

"**Marketing Documents**" means, together (i) the term sheet for the Offering dated October 30, 2025, and (ii) the corporate presentation of the Company dated November 2025, the template version of which has been agreed to between the Company and the Lead Agent;

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

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

"**Material Agreement**" means (a) any contract, commitment, agreement (written or oral), instrument, lease or other document, including any option agreement or licence agreement, to

which the Company or a Subsidiary is a party or otherwise bound and which is material to the Company or any Subsidiary, and (b) any Debt Instrument, any agreement, contract or commitment to create, assume or issue any Debt Instrument, and any other outstanding loans to the Company or any Subsidiary from, or any loans by the Company or any Subsidiary to or a guarantee by the Company or any Subsidiary of the obligations of, any other person;

"**Mocoa Project**" means the Company's Mocoa porphyry copper-molybdenum deposit located in Putumayo, Colombia;

"**Money Laundering Laws**" has the meaning ascribed to it in Section 7(a)(xl);

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

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

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

"**Offering**" has the meaning ascribed thereto on the face page of this Agreement;

"**Offering Documents**" means, collectively, the Prospectus, the U.S. Private Placement Memorandum, any Supplementary Material and any amendment thereto;

"**Option Closing Date**" has the meaning ascribed thereto on the face page of this Agreement;

"**Option Closing Time**" means 8:00 a.m. (Toronto time) on the Option Closing Date or such other time on the Option Closing Date as the Company and the Agents may determine;

"**Over-Allotment Option**" has the meaning ascribed thereto on the face page of this Agreement;

"**Passport System**" means the system for review of prospectus filings set out in Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

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

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

"**Property**" or "**Properties**" means the Company's interests and rights in various claims, mining concessions, permits and leases including, but not limited to, the Properties described in the Prospectus as the "Big Red Property" and the "Mocoa Project";

"**Prospectus**" means, collectively, the Final Prospectus and Prospectus Supplement, including the documents incorporated by reference thereto;

"**Prospectus Supplement**" has the meaning ascribed thereto on the second page of this Agreement;

"**provide**" in the context of sending or making available marketing materials to a potential Purchaser of Offered Securities, whether in the context of a "road show" (as defined in NI 41-101) or otherwise, has the meaning ascribed thereto in Canadian Securities Laws;

"**Public Record**" means all information contained in any press release, material change report (excluding any confidential material change report), financial statements, management's discussion and analysis, annual information form, management information circular, business acquisition report, or other document which has been publicly filed by or on behalf of the Company pursuant to Canadian Securities Laws with the Securities Regulators or otherwise by or on behalf of the Company;

"**Purchasers**" means, collectively, each of the purchasers of Units arranged by the Agents pursuant to the Offering;

"**Qualifying Jurisdictions**" means each of the provinces and territories of Canada except Quebec;

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

"**Reviewing Authority**" means the British Columbia Securities Commission;

"**ROFR**" has the meaning ascribed thereto in Section 6(n);

"**ROFR Period**" has the meaning ascribed thereto in Section 6(n);

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities Laws**" means all applicable securities laws, rules, regulations, policies and other instruments promulgated by the securities regulators or other securities regulatory authorities in each of the Qualifying Jurisdictions, the United States and the other jurisdictions in which the Offered Securities are offered or sold, including Canadian Securities Laws and U.S. Securities Laws;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in each of the Qualifying Jurisdictions;

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval;

"**Selling Group**" means, collectively, those registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) appointed by the Agents as their agents to assist in the Offering as contemplated in this Agreement, and each member of the Selling Group being a "**Selling Firm**";

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

"**Shelf Procedures**" has the meaning ascribed thereto on the second page of this Agreement;

"**standard term sheet**" has the meaning ascribed thereto in NI 41-101;

"**Subsequent Disclosure Documents**" means any financial statements, management's discussion and analysis, management information circulars, annual information forms, material change reports, marketing materials or other documents issued or approved by the Company after the date of this Agreement that are required to be incorporated by reference in any Offering Document;

"**Subsidiaries**" means, collectively, Libero Resources Limited (BVI), Libero Cobre Ltd. (BVI) and Libero Cobre Ltd. (Colombian Branch), being the Company's only direct or indirect subsidiaries, and "**Subsidiary**" means any one of them;

"**subsidiary**" has the meaning ascribed thereto in the *Securities Act* (British Columbia);

"**Supplementary Material"** means, collectively, any amendment to or amendment and restatement of the Prospectus, any supplement to the U.S. Private Placement Memorandum, and any amended or supplemental prospectus or ancillary material required to be prepared and filed with any of the Securities Regulators under Canadian Securities Laws, in connection with the distribution of the Offered Securities, Additional Offered Securities and the Broker Warrants, including any documents incorporated therein by reference;

"**Tax Act**" means the *Income Tax Act (*Canada), as amended, re-enacted or replaced from time to time and the regulations thereto, including all proposals to amend the Tax Act and the regulations thereto publicly announced by or on behalf of the Minister of Finance (Canada) to have effect prior to the date of this Agreement.

"**Taxes**" has the meaning ascribed to it in Section 7(a)(xxxviii);

"**Technical Reports**" means, collectively, the technical report prepared on the Big Red Property titled, "*Technical Report on the Big Red Property, British Columbia, Canada*" authored by Christopher Hughes, P. Geo of Equity Exploration Consultants Ltd. with an effective date of June 27, 2021, as revised on January 18, 2022, and the technical report prepared on the Mocoa Project titled "*Mocoa Copper-Molybdenum Project, Colombia – NI 43-101 Technical Report*" authored by Michael Rowland, FAusIMM, Robert Sim,, P.Geo and Bruce Davis, FAusIMM with an effective date of November 1, 2021, as revised on January 18, 2022;

"**template version**" has the meaning ascribed thereto in NI 41-101;

"**Transaction Documents**" means, collectively, this Agreement, the Warrant Indenture and the Broker Warrant Certificates;

"**Transfer Agent**" means Olympia Trust Company., in its capacity as transfer agent and registrar in respect of the Common Shares at its principal office in Vancouver, British Columbia;

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

"**Unit Shares**" has the meaning ascribed thereto on the face page of this Agreement;

"**Units**" has the meaning ascribed thereto on the face page of this Agreement;

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

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

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

"**U.S. Placement Agent"** means the U.S. registered broker-dealer placement agent of an Agent;

"**U.S. Private Placement Memorandum**" means the U.S. private placement memorandum delivered together with the applicable Prospectus to prospective Purchasers and Purchasers of the Offered Securities in the United States or that are purchasing for the account or benefit of a U.S. Person or a person in the United States, including any Supplementary Material thereto;

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

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

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

"**Warrant Shares**" has the meaning ascribed to it on the face page of this Agreement; and

"**Warrants**" has the meaning ascribed to it on the face page of this Agreement.

TERMS AND CONDITIONS

1. Compliance with Canadian Securities Laws and Certain Obligations of the Company.

(a) The Company represents and warrants to, and covenants and agrees with, the Agents that the Company has prepared and filed the Final Prospectus and has obtained pursuant to NP 11-202, a Decision Document evidencing the issuance by the Securities

Regulators of receipts for the Final Prospectus in respect of the proposed distribution of the Offered Securities, Additional Offered Securities and the Broker Warrants.

(b) The Company covenants to use commercially reasonable efforts to prepare and file the Prospectus Supplement in accordance with the Shelf Procedures on the date hereof, as soon as possible and not later than 5:00 p.m. (Vancouver time) on November 3, 2025, or such later date upon which the Company and the Agents may agree in writing.

(c) The Company shall comply with the Securities Laws with respect to the filing of the template version of any Marketing Materials that have been approved by the Company and the Agents in the manner required under the Securities laws (with any comparables and all disclosure relating to such comparables being redacted).

(d) Until the distribution of the Units has been completed, the Company will use commercially reasonable efforts to promptly take, or cause to be taken, all additional steps and proceedings that are in its power to take or cause to be taken and which may from time to time be required under the Securities Laws to continue to qualify the distribution of the Units in the Qualifying Jurisdictions and the grant of the Over-Allotment Option to the Agents or, if the Units or the Over-Allotment Option have, for any reason, ceased to so qualify, to again so qualify them.

(e) Any offer for sale or sale of the Units in the United States or to or for the account or benefit of U.S. Persons will be made solely pursuant to the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto and the Company shall comply in respect of any such offer for sale or sale with the U.S. Private Placement Memorandum and Schedule "A" attached hereto.

(f) The Company shall comply with all Securities Laws, including as to the filing of any notices or forms, on a timely basis in connection with the distribution of the Units so that the distribution of the Offered Securities in the Selling Jurisdictions outside of Canada and the United States may lawfully occur so as not to require the Company to comply with the registration, prospectus, continuous disclosure or other similar requirements under the applicable Securities Laws of such other selling jurisdictions outside of Canada and the United States or subject the Company (or any of its directors, officers or employees) to any inquiry, investigation or proceeding of any securities regulatory authority, stock exchange or other authority under the applicable Securities Laws of such other selling jurisdictions outside of Canada and the United States.

2. Due Diligence. Prior to the filing or delivery, as applicable, of any Offering Document, the Company shall have permitted the Agents to review such Offering Document and shall allow the Agents to conduct any due diligence investigations which each of them reasonably requires in order to fulfil its obligations as an agent under Canadian Securities Laws and in order to enable it to responsibly execute the certificate in such Offering Document required to be executed by it, as applicable. Without limiting the generality of the foregoing, the Company will make available its directors, senior management, advisors, auditors, technical consultants and legal counsel to answer any questions which the Agents may have and to participate in one or more due diligence sessions

to be held prior to Closing and prior to filing the Prospectus Supplement or any Supplementary Material thereto.

3. Distribution and Certain Obligations of the Agents.

(a) The Agents shall, and shall require any Selling Firm to, comply with Securities Laws in connection with the distribution of the Units and shall offer the Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Agents shall: (i) use best efforts to complete and to cause each Selling Firm to complete the distribution of the Units as soon as reasonably practicable; and (ii) promptly notify the Company when, in their opinion, the Agents and the Selling Firms have ceased distribution of the Units and provide a breakdown of the number of Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.

(b) The Agents shall, and shall require any Selling Firm to, offer for sale and sell the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons through a duly-registered U.S. Placement Agent, pursuant to applicable exemptions from the registration qualification requirements of applicable U.S. Securities Laws. Any offer for sale or sale of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person will be made solely pursuant to the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto and the Agents shall, and shall require any Selling Firm to, comply in respect of any such offer for sale or sale with the U.S. Private Placement Memorandum and Schedule "A" attached hereto.

(c) The Agents shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Securities only in those jurisdictions where they may be lawfully offered for sale or sold. The Agents shall, and shall require any Selling Firm to, distribute the Units in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Units or distribute the Offering Documents in connection with the distribution of the Units and will not, directly or indirectly, offer, sell or deliver any Units or deliver the Offering Documents to any person in any jurisdiction other than in the Qualifying Jurisdictions or the United States, provided that any Units offered or sold in any jurisdictions outside of Canada are lawfully offered and sold on a basis exempt from the prospectus, registration or similar requirements of any such jurisdictions, including continuous disclosure obligations under the applicable Securities Laws of such other jurisdictions.

(d) For the purposes of this Section 3, the Agents and any Selling Firm shall be entitled to assume that the Offered Securities and Broker Warrants are qualified for distribution in any Qualifying Jurisdiction where the Decision Document has been obtained or deemed to have been obtained from the applicable Securities Regulators.

4. Deliveries of Prospectus and Related Matters.

(a) The Company shall deliver to the Agents:

(i) concurrently with the filing thereof, a copy of the Prospectus Supplement in the English language signed by the Company as required by Canadian Securities Laws;

(ii) concurrently with the filing thereof, a copy of any Supplementary Material required to be filed by the Company in compliance with Canadian Securities Laws;

(iii) concurrently with the filing of the Prospectus Supplement with the Securities Regulators, a copy of the U.S. Private Placement Memorandum;

(iv) concurrently with the filing of the Prospectus Supplement with the Securities Regulators, a long form comfort letter dated the date of the Prospectus Supplement, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agents and the directors of the Company from the Company's Auditors with respect to financial and accounting information relating to the Company contained in the Prospectus, which letter shall be based on a review by the Company's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter and which letter shall be in addition to the auditors' consent letter addressed to the Securities Regulators; and

(v) prior to the filing of the Prospectus Supplement with the Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the TSXV of the Unit Shares, Warrant Shares and Broker Warrant Shares have been conditionally approved subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the TSXV.

(b) **Supplementary Material.** The Company shall also prepare and deliver promptly to the Agents copies of all Supplementary Material and of all Subsequent Disclosure Documents, if any. Concurrently with the delivery of any Supplementary Material or filing by the Company of any Subsequent Disclosure Document, the Company shall deliver to the Agents, with respect to such Supplementary Material or Subsequent Disclosure Document, documents substantially similar to those referred to in Sections 4(a)(iii) and (iv).

(c) **Representations as to Marketing Documents and Offering Documents.** Delivery of the Marketing Documents and any Offering Document by the Company shall constitute the representation and warranty of the Company to the Agents that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Agents and provided by the Agents in writing expressly for inclusion therein (the "**Agents' Information**")) contained and incorporated by reference in the Marketing Documents and the Offering Documents, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Offering, the Offered Securities, the Additional Offered Securities and the Broker Warrants, as required by Canadian Securities Laws;

(ii) no material fact or information has been omitted therefrom (except the Agents' Information) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and

(iii) except with respect to the Agents' Information, such document complies with the requirements of applicable Securities Laws.

Such deliveries of an Offering Document shall also constitute the Company's consent to the Agents' use of such Offering Document in connection with the distribution of the Offered Securities, Additional Offered Securities and the Broker Warrants in compliance with this Agreement and the applicable Securities Laws unless otherwise advised in writing.

(d) **Commercial Copies.** The Company shall:

(i) cause commercial copies of the Prospectus and the U.S. Private Placement Memorandum and any Supplementary Material to be delivered to the Agents without charge, in such numbers and in such cities in the Qualifying Jurisdictions as the Agents may reasonably request by instructions to the Company's commercial printer of the Prospectus and the U.S. Private Placement Memorandum and any Supplementary Material given forthwith after the Agents have been advised that the Company has complied with applicable Canadian Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is one Business Day after compliance with applicable Canadian Securities Laws in the Qualifying Jurisdictions with respect to the Prospectus and the U.S. Private Placement Memorandum, and on or before a date which is two Business Days after the Securities Regulators issue Decision Document for or accept for filing, as the case may be, any Supplementary Material; and

(ii) cause to be provided to the Agents, without charge, such number of copies of any documents incorporated by reference in the Prospectus or any Supplementary Material the Agents may reasonably request for use in connection with the distribution of the Units.

(e) **Press Releases.** During the period commencing on the date hereof and until completion of the distribution of the Units, the Company will promptly provide to the Agent drafts of any press releases of the Company for review by the Agent and the Agent's counsel prior to issuance and the Company agrees that it shall obtain prior approval of the Agent (unless otherwise required by applicable Securities Laws), acting reasonably, as to the content and form of any press release to be issued in connection with the Offering. In addition, in order to comply with applicable U.S. Securities Laws (including Rule 135e under the U.S. Securities Act), any press release announcing or otherwise concerning the Offering shall (i) only be released outside the United States; and (ii) include an appropriate notation substantially as follows:

Not for distribution to United States Newswire Services or for dissemination in the United States. The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available. This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States or to, or for the account or benefit of, U.S. persons, nor may there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(f) **Marketing Materials.** The Company and the Agents hereby covenant and agree:

(i) that during the period of distribution of the Offered Securities, the Company and the Agents shall approve in writing, prior to such time marketing materials are provided to potential Purchasers, the template version of any marketing materials reasonably requested to be provided by the Agents to any potential Purchaser of Units, such marketing materials to comply with Canadian Securities Laws and such approval by the Company constituting the Agents' authority to use such marketing materials in connection with the Offering and to provide them to potential Purchasers of Units. The Company shall file a template version of such marketing materials with the Securities Regulators as soon as reasonably practicable after the template version of such marketing materials are so approved in writing by the Company and the Agents, in any event on or before the day the marketing materials are first provided to any potential Purchaser of Units. The Company and the Agents may agree that any comparables shall be redacted from the template version in accordance with NI 44-101 and NI 41-101 prior to filing such template version with the Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Securities Regulators by the Company;

(ii) not to provide any potential Purchaser of Units with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Regulators on or before the day such marketing materials are first provided to any potential Purchaser of Units; and

(iii) not to provide any potential Purchaser of Units with any materials or information in relation to the distribution of the Offered Securities or the Company other than: (a) such marketing materials that have been approved and filed in accordance with this Section; (b) any standard term sheets (provided they are in compliance with Canadian Securities Laws); and (c) the Offering Documents.

5. Material Changes.

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

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company and its Subsidiaries, on a consolidated basis;

(ii) any material fact which has arisen or has been discovered (other than any Agents' Information) and would have been required to have been stated in any Offering Document had the fact arisen or been discovered on, or prior to, the date of such document;

(iii) any legislative, regulatory or administrative policy or guideline changes which, if implemented, could have a material effect upon the Company's operations or the manner in which the Company carries on business; and

(iv) any change in any material fact contained in the Offering Documents (other than any Agents' Information) or any event or state of facts that has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in any Offering Document not complying (to the extent that such compliance is required) with applicable Securities Laws.

(b) The Company will comply with the prospectus amendment requirements of Section 6.6 of National Instrument 41-101 – *General Prospectus Requirements* and with the comparable provisions of the other Canadian Securities Laws, and the Company will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Securities, Additional Offered Securities and Broker Warrants for distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of Sections 5(a) and 5(b), the Company shall in good faith discuss with the Agents any change, event or fact contemplated in Section 5(a) and 5(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agents under Section 5(a) and shall consult with the Agents with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulators prior to the review thereof by the Agents and their counsel, acting reasonably.

(d) If during the period of distribution of the Offered Securities there shall be any change in Canadian Securities Laws which, in the opinion of the Agents, acting reasonably, requires

the filing of any Supplementary Material, upon written notice from the Lead Agent, the Company shall, to the satisfaction of the Agents, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

(e) During the period commencing on the date hereof and until completion of the distribution of the Units, the Company shall promptly inform the Agents (and if requested by the Agents, confirm such notification in writing) if any of the representations or warranties made by the Company in this Agreement shall no longer be true and correct in all material respects at any particular time (after giving effect to the transactions contemplated by this Agreement).

6. Covenants of the Company. The Company hereby covenants to the Agents that:

(a) the Company will advise the Agents, promptly after receiving notice thereof, of the time when the Prospectus Supplement and any Supplementary Material has been and will provide evidence reasonably satisfactory to the Agents of each such filing;

(b) the Company will advise the Agents, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any applicable securities regulatory authority of any order suspending or preventing the use of any Offering Document;

(ii) the issuance by any applicable securities regulatory authority of any order suspending the qualification of the Offered Securities, Additional Offered Securities or Broker Warrants in any of the Qualifying Jurisdictions, or suspending the distribution of the Offered Securities, Additional Offered Securities or Broker Warrants or suspending the trading of any securities of the Company;

(iii) the institution, threatening or contemplation of any proceeding for any such purposes; or

(iv) any requests made by any applicable securities regulatory authority for amending or supplementing any Offering Document or for additional information,

and will use commercially reasonable efforts to prevent the issuance of any order referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(c) until completion of distribution of the Units, the Company will promptly take, or cause to be taken, all commercially reasonable additional steps and proceedings that may from time to time be required under Canadian Securities Laws to continue to qualify the distribution of the Offered Securities, Additional Offered Securities and Broker Warrants in the Qualifying Jurisdictions or, in the event that the Offered Securities, Additional Offered Securities or Broker Warrants have, for any reason, ceased so to qualify, to so qualify again for distribution in the Qualifying Jurisdictions;

(d) the Company will use commercially reasonable efforts to obtain or fulfil all the necessary regulatory and third party consents, approvals, permits and authorizations, including under applicable Securities Laws, and legal requirements in connection with the transactions contemplated by this Agreement on or prior to the Closing Date and will make all necessary filings (including post-closing filings pursuant to applicable Securities Laws, including the "blue sky laws" in the United States and the rules and policies of the TSXV), take or cause to be taken all action required to be taken by the Company and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement;

(e) the Company will use commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of Canadian Securities Laws of each of the Qualifying Jurisdictions to the date that is two years following the Closing Date, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing to be a "reporting issuer" so long as the holders of the Common Shares receive securities of an entity which is listed on a stock exchange in Canada or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the rules and policies of the TSXV (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);

(f) the Company will use commercially reasonable efforts to maintain the listing of the Common Shares (including the Unit Shares, the Warrant Shares and the Broker Warrant Shares) for trading on the TSXV or such other recognized securities exchange, market or trading or quotation facility as the Agents may approve, acting reasonably, and comply with the rules and policies of the TSXV or such other exchange, market or facility to the date that is two years following the Closing Date, provided that this covenant shall not prevent the Company from transferring its listing to the Toronto Stock Exchange or completing any transaction which would result in the Common Shares ceasing to be listed so long as the holders of the Common Shares receive securities of an entity which is listed on a stock exchange in Canada or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the rules and policies of the TSXV (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);

(g) the Company will ensure that the Unit Shares upon issuance shall be duly and validly authorized and issued as fully paid and non-assessable Common Shares;

(h) the Company will ensure that the Warrants upon issuance shall be duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Warrant Indenture;

(i) the Company will duly execute and deliver this Agreement and the Broker Warrant Certificates at the Closing Date, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;

(j) the Company will duly execute and deliver the Warrant Indenture at the Closing Time and any certificates evidencing Warrants, if applicable, at the Closing Time and the Option Closing Time, as applicable, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company, respectively;

(k) the Company will ensure that the Broker Warrants upon issuance shall be duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Broker Warrant Certificates;

(l) the Company will duly execute and deliver the Broker Warrant Certificates at the Closing Time and the Option Closing Time, as applicable, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;

(m) the Company will ensure, at all times until the date that is three years following the Closing Date, that sufficient Warrant Shares are authorized and allotted for issuance upon due and proper exercise of the Warrants, and at all times until the date that is three years following the issuance of Broker Warrants, that sufficient Broker Warrant Shares are authorized and allotted for issuance upon due and proper exercise of the Broker Warrants. The Warrant Shares and the Broker Warrant Shares, upon issuance in accordance with the terms of the Warrant Indenture and the Broker Warrant Certificates, respectively, shall be duly issued as fully paid and non-assessable Common Shares;

(n) the Company shall grant to the Lead Agent a right of first refusal (the "**ROFR**") to act as lead agent or lead underwriter and exclusive financial advisor in connection with any future brokered equity securities offering undertaken by the Company for a period of six (6) months following the Closing Date (the "**ROFR Period**"). If at any time during the ROFR Period, the Company has received an offer from a third party to serve as financial advisor, lead agent, lead manager, placement agent, or to provide a similar service in connection with a brokered equity securities offering, the terms upon which such third party has proposed to act in such capacity shall be disclosed to the Lead Agent by the Company by way of written notification and the Lead Agent shall be entitled to exercise the ROFR by notifying the Company, within 48 hours of receiving such notification, of its intention to match the terms proposed by the third party;

(o) the Company will use commercially reasonable efforts to cause each of its directors and executive officers to enter into lock-up agreements in a form satisfactory to the Company and the Agents, in both cases acting reasonably, which shall be negotiated in good faith and contain customary provisions, pursuant to which each such person agrees, among other things, to not, for a period of 90 days from the Closing Date, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, any Common Shares, whether now owned or hereinafter acquired, directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of Common Shares, whether such transaction is settled by the delivery of Common Shares, other securities, cash or otherwise. For clarity, the lock-up agreements referred to in this Section

6(o) shall not preclude the holders of convertible securities of the Company from converting or exercising the convertible securities of the Company they may hold into the underlying securities of the Company, whereupon the securities issued to such holders upon conversion or exercise shall be subject to the lock-up agreements;

(p) the Company will use commercially reasonable efforts to apply the net proceeds of the Offering in the manner specified in the Prospectus Supplement; provided that the Agents hereby acknowledge that there may be circumstances where, for sound business reasons, a re-allocation of funds may be necessary or advisable, and in the case of such circumstances arising, the Company may apply the net proceeds of the Offering accordingly;

(q) the Company will fulfil or cause to be fulfilled, at or prior to the Closing Time or the Option Closing Time, as applicable, each of the conditions set out in Sections 9 and 10; and

(r) the Company will ensure that the Offered Securities (and the Warrant Shares issuable thereunder), the Additional Offered Securities (and the Warrant Shares issuable thereunder) and the Broker Warrants (and the Broker Warrant Shares issuable thereunder) have the attributes corresponding in all material respects to the description thereof set forth in the Prospectus, this Agreement and the Warrant Indenture, as applicable.

7. (a) Representations and Warranties of the Company. The Company hereby represents and warrants to the Agents and acknowledges that the Agents are relying upon such representations and warranties in connection with the Offering, that:

General Matters

(i) *Good Standing of the Company*. The Company (i) has been duly incorporated and is up-to-date in all material corporate filings and in good standing under the *Business Corporations Act* (British Columbia); (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets; and (iii) has all requisite corporate power and capacity to create, issue and sell, as applicable, the Offered Securities, Additional Offered Securities and the Broker Securities and to enter into and carry out its obligations under the Transaction Documents.

(ii) *Subsidiaries*. The Company does not have any subsidiaries within the meaning of the *Securities Act* (British Columbia) other than the Subsidiaries. The Company directly holds all of the issued and outstanding shares of Libero Resources Limited (BVI), and indirectly holds all of the issued and outstanding shares of Libero Cobre Ltd. (BVI) and Libero Cobre Ltd (Colombian Branch), and all such shares owned by the Company are legally and beneficially owned by the Company free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever. All of such outstanding shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares (or the equivalent legal concept in another jurisdiction) and, other than the Company, no person has any right, agreement or option for the purchase from the Company of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries, or any other security convertible into or exchangeable for any such shares. Each of the Subsidiaries is

duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and capacity to own, lease and operate, as applicable, its properties and assets and conduct its business as currently conducted.

(iii) *Carrying on Business*. The Company and each of the Subsidiaries is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all applicable federal, provincial, municipal, and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including but not limited to relevant exploration, concessions and permits) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or assets or carries on business to enable its business to be carried on as now conducted and as proposed to be conducted and its properties and assets to be owned, leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations, requirements, licences, registrations or qualifications.

(iv) *No Proceedings for Dissolution*. No acts or proceedings have been taken, instituted or, are pending or, to the knowledge of the Company, are threatened for the dissolution, liquidation or winding-up of the Company or any of the Subsidiaries.

(v) *Freedom to Compete*. Neither the Company nor any of the Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company or any of the Subsidiaries to compete in any line of business, transfer or move any of its assets or operations or which would have a Material Adverse Effect.

(vi) *Share Capital of the Company*. The authorized capital of the Company consists of an unlimited number of Common Shares of which, as of the close of business on November 3, 2025, 125,990,262 Common Shares were outstanding as fully paid and non-assessable shares in the capital of the Company.

(vii) *Absence of Rights*. Except as referred to in Schedule "B" hereto, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Company and the Offered Securities and Broker Securities, upon issuance, will not be issued in violation of or subject to any pre-emptive rights, participation rights or other contractual rights to purchase securities issued by the Company.

(viii) *Common Shares are Listed*. The issued and outstanding Common Shares are listed and posted for trading on the TSXV and no order ceasing or suspending trading in the Common Shares or any other securities of the Company or prohibiting the sale or issuance

of the Offered Securities or the Broker Securities has been issued and to the knowledge of the Company, no proceedings for such purpose have been threatened or are pending.

(ix) *Stock Exchange Compliance.* The Company has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the TSXV and the Company is in compliance with the rules and policies of the TSXV. The Company has caused the Unit Shares, Warrant Shares and Broker Warrant Shares to be conditionally approved for listing and trading on the TSXV, subject only to customary post-Closing conditions required to be satisfied within the applicable time frame pursuant to the rules and policies of the TSXV.

(x) *Reporting Issuer Status and Short Form Prospectus Eligibility*. The Company is a "reporting issuer" under the Canadian Securities Laws of each of the provinces and territories of Canada, not included in a list of defaulting reporting issuers maintained by the Securities Regulators in the reporting jurisdictions, and in particular, without limiting the foregoing, the Company has at all times complied with its obligations to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to the Company which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the Securities Regulators in the reporting jurisdictions.

(xi) The Company is eligible under NI 44-102 to file a prospectus supplement in each of the Qualifying Jurisdictions pursuant to Canadian Securities Laws, and on the date of and upon filing of the Prospectus Supplement, there will be no documents required to be filed under Canada Securities Laws in connection with the distribution of the Units that will not have been filed as required under Canadian Securities Laws.

(xii) *No Voting Control.* The Company is not a party to, nor is the Company aware of, any shareholders' agreements, pooling agreements, voting agreements or voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Company or, other than as disclosed in the Public Record, any Subsidiary or with respect to the nomination or appointment of any directors or officers of the Company or, other than as disclosed in the Public Record, any Subsidiary, or pursuant to which any person may have any right or claim in connection with any existing or past equity interest in the Company or any Subsidiary. The Company has not adopted a shareholders' rights plan or any similar plan or agreement.

(xiii) *Transfer Agent*. The Transfer Agent at its principal office in Vancouver, British Columbia has been duly appointed as the registrar and transfer agent in respect of the Common Shares, and Olympia Trust Company, at its principal office in Vancouver, British Columbia, has been, or will be at the Closing Time, duly appointed as the warrant agent in respect of the Warrants.

(xiv) *Corporate Actions*. All necessary corporate action has been taken by the Company so as to (i) validly authorize the issuance of and issue the Unit Shares as fully paid and non-assessable Common Shares on Closing; (ii) validly create the Warrants and the Broker Warrants and authorize the issuance of and issue the Warrants and the Broker Warrants

on Closing; and (iii) validly allot the Warrant Shares and Broker Warrant Shares, and authorize the issuance of the Warrant Shares and Broker Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Warrants and Broker Warrants, respectively, in accordance with the terms of the Warrant Indenture and the Broker Warrant Certificates, respectively.

(xv) *Valid and Binding Documents*. Each of the execution and delivery of each of the Transaction Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Company and upon the execution and delivery thereof shall constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable.

(xvi) *All Consents and Approvals*. All consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for: (i) the execution and delivery of this Agreement, (ii) the creation, issuance, sale and delivery, as applicable, of the Offered Securities and the Broker Securities, and (iii) the consummation of the transactions contemplated hereby and thereby, have been made or obtained, as applicable, other than post-Closing filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws.

(xvii) *Offering Documents*. The execution and filing of each of the Final Prospectus and the Prospectus Supplement and the filing of the Marketing Documents with the Securities Regulators and the delivery of the U.S. Private Placement Memorandum have been or will be prior to the filing or use thereof duly approved and authorized by all necessary corporate action of the Company, and the Final Prospectus has been and the Prospectus Supplement will be duly executed by and filed on behalf of the Company.

(xviii) *Validly Issued Unit Shares*. Upon issuance at the Closing Time or Option Closing Time, as applicable, the Unit Shares will be duly and validly authorized for issuance and sale and when issued and delivered by the Company pursuant to this Agreement, against payment of the consideration set forth herein, the Unit Shares will be validly issued as fully paid and non-assessable Common Shares.

(xix) *Validly Issued Warrants*. Upon issuance at the Closing Time or Option Closing Time, as applicable, the Warrants will be duly and validly created and authorized for issuance and sale and when issued and delivered by the Company pursuant to this Agreement and the Warrant Indenture, against payment of the consideration set forth herein, the Warrants will be validly issued.

(xx) *Validly Authorized Warrant Shares*. Upon issuance at the Closing Time or Option Closing Time, as applicable, the Warrant Shares to be issued and sold will be duly and validly authorized and reserved for issuance and, upon exercise of the Warrants in accordance

with their terms and when issued and delivered by the Company, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.

(xxi) *Validly Issued Broker Warrants*. Upon issuance at the Closing Time or Option Closing Time, as applicable, the Broker Warrants will be duly and validly created and authorized for issuance and when issued and delivered by the Company pursuant to this Agreement the Broker Warrants will be validly issued.

(xxii) *Validly Authorized Broker Warrant Shares*. Upon issuance at the Closing Time or Option Closing Time, as applicable, the Broker Warrant Shares to be issued and sold will be duly and validly authorized and reserved for issuance and, upon exercise of the Broker Warrants in accordance with their terms and when issued and delivered by the Company, the Broker Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.

(xxiii) *[reserved]*

(xxiv) *Material Agreements and Debt Instruments*. All of the Material Agreements and Debt Instruments of the Company and each of the Subsidiaries have been disclosed in the Public Record and the Prospectus and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Company and each of the Subsidiaries has performed all obligations (including payment obligations) in a timely manner under, and are in compliance with all terms and conditions contained in each Material Agreement and Debt Instrument. To the best of the Company's knowledge, the Company and each of the Subsidiaries is not in violation, breach or default nor has it received any notification from any party claiming that the Company or any of the Subsidiaries are in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Company, is in breach, violation or default of any term under any Material Agreement or Debt Instrument. The Company does not expect any Material Agreements to which the Company or any Subsidiary are a party or otherwise bound or the relationship with the counterparties thereto to be terminated or adversely modified, amended or varied or adversely enforced against the Company or such Subsidiary, as applicable, other than in the ordinary course of business. The carrying out of the business of the Company and the Subsidiaries as currently conducted and as proposed to be conducted does not result in a material violation or breach of or default under any Material Agreement or Debt Instrument.

(xxv) *Previous Corporate Transactions*. Except as which may not reasonably be expected to have a Material Adverse Effect, all previous corporate transactions completed by the Company or any of the Subsidiaries, including the acquisition of the securities, business or assets of any other person, the acquisition of options to acquire the securities, business or assets of any other person, and the issuance of securities, were completed in compliance with all applicable corporate and securities laws and all related transaction agreements and all necessary corporate, regulatory and third party approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained or made, as applicable, and complied with. The Company's due diligence review at the time of such previous corporate transactions being completed, including financial, legal and title due

diligence and background reviews, as may have been determined appropriate by management to the Company, did not result in the discovery of any fact or circumstance which may reasonably be expected to have a Material Adverse Effect.

(xxvi) *Absence of Breach or Default*. To the best of the Company's knowledge, the Company and each of the Subsidiaries is not in breach or default of, and the execution and delivery of the Transaction Documents and the performance by the Company of its obligations hereunder or thereunder, the creation, issue and sale, as applicable, of the Offered Securities and the Broker Securities and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, whether after notice or lapse of time or both (i) any statute, rule or regulation applicable to the Company or any of the Subsidiaries, including the Securities Laws; (ii) the constating documents or resolutions of the directors (including of committees thereof) or shareholders of the Company and each of the Subsidiaries; (iii) any Debt Instrument or Material Agreement; or (iv) any judgment, decree or order binding the Company, any of the Subsidiaries or the properties or assets of the Company or any of the Subsidiaries.

(xxvii) *No Actions or Proceedings*. To the best of the Company's knowledge, there are no material actions, proceedings or investigations (whether or not purportedly by or on behalf of the Company or a Subsidiary) currently outstanding, threatened or pending, against or affecting the Company or any of the Subsidiaries or any of their directors or officers at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity and, to the best of the Company's knowledge, there is no basis therefor. To the best of the Company's knowledge, there are no judgments, orders or awards against the Company or any of the Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Company, the Subsidiaries or their properties or assets are subject.

(xxviii) *Financial Statements*. The Financial Statements contain no misrepresentations, present fairly the financial position and condition of the Company (on a consolidated basis), as at the dates thereof and for the periods indicated and reflect all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Company (on a consolidated basis) and the results of their operations and the changes in their financial position for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company (on a consolidated basis) and have been prepared in accordance with International Financial Reporting Standards, applied on a consistent basis throughout the periods involved.

(xxix) *No Material Changes*. Since June 30, 2025, except as disclosed in the Public Record:

A. there has not been any material change in the assets, properties, affairs, prospects, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Company or any Subsidiary, as applicable;

B. there has not been any material change in the capital stock or long-term debt of the Company or any Subsidiary, as applicable; and

C. the Company and each Subsidiary, as applicable, has carried on its business in the ordinary course.

(xxx) *No Off-Balance Sheet Arrangements*. There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities of the Company or any Subsidiary.

(xxxi) *Internal Accounting Controls*. The Company and each Subsidiary maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xxxii) *Accounting Policies.* There has been no material change in accounting policies or practices of the Company or the Subsidiaries since June 30, 2025 other than as disclosed in the Financial Statements.

(xxxiii) *Purchases and Sales*. Since June 30, 2025 other than as disclosed in the Public Record and the Prospectus, neither the Company nor any Subsidiary has approved, entered into any agreement in respect of, or has any knowledge of:

A. the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Company or any Subsidiary whether by asset sale, transfer of shares, or otherwise;

B. the change of control (by sale or transfer of voting or equity securities or sale of all or substantially all of the assets of the Company or any Subsidiary or otherwise) of the Company or any Subsidiary; or

C. a proposed or planned disposition of any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares or of the outstanding shares of any Subsidiary.

(xxxiv) *No Loans or Non-Arm's Length Transactions.* Neither the Company nor any Subsidiary has any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with the Company or any Subsidiary.

(xxxv) *Dividends*. There is not, in the constating documents or in any Debt Instrument, Material Agreement, or other instrument or document to which the Company or a Subsidiary is a

party, any restriction upon or impediment to, the declaration of dividends by the directors of the Company or a Subsidiary, as applicable, or the payment of dividends by the Company or a Subsidiary to its respective shareholders.

(xxxvi) *Independent Auditors*. The Company's Auditors are independent public accountants as required by the Canadian Securities Laws of the Qualifying Jurisdictions and there has not been any "reportable event" (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with respect to the present or any former auditor of the Company.

(xxxvii) *Leased Premises*. With respect to each of the Leased Premises, the Company and/or each applicable Subsidiary occupies or will occupy the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Company or any Subsidiary occupies or proposes to occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement, and the completion of the transactions described herein by the Company, will not afford any of the parties to such leases or any other person the right to terminate any such lease or result in any additional or more onerous obligations under such leases.

(xxxviii) *Taxes*. All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company and each Subsidiary have been paid. All tax returns, declarations, remittances and filings required to be filed by the Company or a Subsidiary have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company or any Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes.

(xxxix) *Compliance with Laws, Filings and Fees.* The Company and each Subsidiary has complied with the relevant statutory requirements required to be complied with prior to the Closing Time in connection with Offering. All filings and fees required to be made and paid by the Company and each Subsidiary pursuant to applicable Securities Laws and other applicable securities laws and general corporate law prior to the Closing Time have been made and paid.

(xl) *Anti-Bribery Laws.* Neither the Company nor any Subsidiary nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Company or any Subsidiary, including but not limited to the United States Foreign Corrupt Practices Act of 1977, as amended, and the *Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything

of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Company or any Subsidiary in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Company nor any Subsidiary nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Company or any Subsidiary, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws.

(xli) *Anti-Money Laundering*. The operations of the Company and each Subsidiary are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xlii) *Directors and Officers.* To the knowledge of the Company, none of the directors or officers of the Company or any Subsidiary (i) are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange, or (ii) except as disclosed in the Public Record, in the last 10 years have been subject to an order preventing, ceasing or suspending trading in any securities of the Company or other public company.

(xliii) *Related Parties*. None of the directors, officers, employees, consultants or advisors of the Company or any Subsidiary, any known holder of more than 10% of any class of shares of the Company, or any known associate or affiliate of any of the foregoing persons, has had any material interest, direct or indirect, in any previous transaction or any proposed transaction with the Company which, as the case may be, materially affected, is material to or will materially affect the Company. All previous material transactions of the

Company were completed on an arm's length basis and on commercially reasonable terms.

(xliv) *Fees and Commissions*. Other than the Agents (or any members of their Selling Group) pursuant to this Agreement, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage, finder, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein.

(xlv) *Entitlement to Proceeds*. Other than the Company, there is no person that is or will be entitled to the proceeds of the Offering, including under the terms of any Debt Instrument, Material Agreement, or other instrument or document (written or unwritten);

(xlvi) *Minute Books and Records*. The minute books and records of the Company and the Subsidiaries which the Company has made available to the Agents and their counsel Peterson McVicar LLP in connection with their due diligence investigation of the Company and the Subsidiaries for the period of examination thereof are all of the minute books and all of the records of the Company and the Material Subsidiaries and contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects.

(xlvii) *Continuous Disclosure.* The Company is in compliance with its continuous disclosure obligations under the Canadian Securities Laws of the Qualifying Jurisdictions and, without limiting the generality of the foregoing, there has not occurred an adverse material change and no material fact has arisen, financial or otherwise, in the assets, properties, affairs, prospects, liabilities, obligations (contingent or otherwise), business, condition (financial or otherwise), results of operations or capital of the Company or any Subsidiary which has not been publicly disclosed and the information and statements in the Public Record were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR+, do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information and statements misleading, and the Company has not filed any confidential material change reports which remain confidential as at the date hereof.

(xlviii) *Forward-Looking Information*. With respect to forward-looking information contained in the Company's Public Record and the Offering Documents:

A. the Company had a reasonable basis for the forward-looking information at the time the disclosure was made;

B. all forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information, identify material risk factors that could cause actual results to differ materially from the forward-looking information, and state the material factors or assumptions used to develop the forward-looking information;

C. the future-oriented financial information or financial outlook contained therein is limited to a period for which the information can be reasonably estimated; and

D. the Company has updated such forward-looking information as required by and in compliance with applicable Canadian Securities Laws.

(xlix) *Full Disclosure.* All information relating to the Company and the Subsidiaries and their businesses, properties and liabilities and provided to the Agents, including all financial, marketing, sales and operational information provided to the Agents, is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information misleading. The Company has not withheld from the Agents any material facts relating to the Company or the Offering.

Mining and Environmental Matters

(l) *Properties and Assets*. The Company is the legal and beneficial owner of, and has title to, or a proprietary interest or right to acquire title to, all of the material properties or assets thereof as described in the Prospectus and the Public Record, such properties and assets are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, and no other property rights (including surface or access rights) are necessary for the conduct of the business of the Company and the Subsidiaries as currently conducted, except as disclosed in the Prospectus and the Public Record; to the best of the Company's knowledge the Company is not aware of any claim or basis for any claim that might or could adversely affect the right of the Company or the Subsidiaries to use, transfer, access or otherwise exploit such property rights; and, except as disclosed in the Prospectus and the Public Record, neither the Company nor any Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof. The title opinion of Lloreda Camacho & Co (local counsel to the Company in Colombia) in satisfaction of the closing condition in Section 9(h) hereof addresses all of the material claims in respect of the Mocoa Project. The Mocoa Project is the only material property or project of the Company.

(li) *Material Property and Mining Rights*. The Company and the Subsidiaries hold, or have the right to acquire, freehold title, mineral or mining leases, concessions or claims or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdiction in which the Properties are located in respect of the specified minerals located in the Properties in which the Company and the Subsidiaries have an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Company and the Subsidiaries to access the Properties and, subject to applicable mining laws in Colombia and Canada, explore and exploit the minerals relating thereto as it is currently conducted, except where the failure to have such rights or interests would not have a Material Adverse Effect; all such properties, leases, concessions or claims in which the Company and the Subsidiaries have any interests or rights have been validly located

and recorded in accordance with all applicable laws and are valid, subsisting and in good standing.

(lii) *Valid Title Documents*. Any and all of the agreements and other documents and instruments pursuant to which the Company and the Subsidiaries hold their material properties and assets (including any option agreement or any interest in, or right to earn an interest in, any properties and assets) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, and to the best of the Company's knowledge, the Company and the Subsidiaries are not in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. Neither the Properties or assets (nor any option agreement or any interest in, or right to earn an interest in, properties or assets) of the Company or the Subsidiaries are subject to any right of first refusal or purchase or acquisition rights of a third party.

(liii) *Possession of Permits and Authorizations*. The Company and the Subsidiaries have obtained, or filed to obtain, all Permits necessary to carry on the business of the Company and the Subsidiaries as it is currently conducted. The Company and the Subsidiaries are in compliance with the terms and conditions of all such Permits except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. All of such Permits issued to date are valid, subsisting, in good standing and in full force and effect and the Company and the Subsidiaries have not received any notice of proceedings relating to the revocation or modification of any such Permits or any notice advising of the refusal to grant or as to the adverse modification of any Permit that has been applied for or is in process of being granted and the Company and the Subsidiaries anticipate receiving any such Permit that has been applied for or is in the process of being granted in the ordinary course of business.

(liv) *No Expropriation*. No part of the properties, mining rights or Permits of the Company or any Subsidiary have been taken, revoked, condemned or expropriated by any Governmental Entity nor has any written notice or proceedings in respect thereof been given or commenced, or to the knowledge of the Company, been threatened or is pending, nor does the Company or any Subsidiary have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

(lv) *Indigenous Rights*. Other than the completed and government-validated prior consultation process with the relevant Indigenous authority, there are no claims, actions, or disputes relating to Indigenous rights currently outstanding, or, to the knowledge of the Company, threatened or pending, with respect to the properties of the Company or any Subsidiary. The Company is not aware of any land entitlement claims or legal actions relating to Indigenous issues having been instituted with respect to such properties, and no dispute with any local or Indigenous group exists or, to the knowledge of the Company, is threatened or imminent.

(lvi) *Environmental Matters*.

A. To the best of the Company's knowledge, there has not been a material breach of any applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign, including laws, ordinances, regulations or orders, relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substances (the "**Environmental Laws**").

B. The Company and each Subsidiary is in material compliance with all Environmental Laws and all operations on the properties of the Company and the Subsidiaries, carried on by or on behalf of the Company and the Subsidiaries, have been conducted in all respects in accordance with good exploration, mining and engineering practices.

C. Neither the Company nor any of the Subsidiaries has used, except in material compliance with all Environmental Laws and Permits, any properties or facilities which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any hazardous substance.

D. Neither the Company nor the Subsidiaries, nor to the knowledge of the Company, any predecessor companies thereof, have received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Laws, and neither the Company nor the Subsidiaries have settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Company and the Subsidiaries and the Company and the Subsidiaries have not received notice of any of the same.

E. There have been no past unresolved claims, complaints, notices or requests for information received by the Company or any Subsidiary with respect to any alleged material violation of any Environmental Laws, and to the knowledge of the Company, none that are threatened or pending. No conditions exist at, on or under any properties now or previously owned, operated or leased by the Company or any Subsidiary which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or would have a Material Adverse Effect.

F. Except as ordinarily or customarily required by applicable Permit, neither the Company nor the Subsidiaries have received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial,

state, municipal or local clean-up site or corrective action under any law including any Environmental Laws. Neither the Company nor any Subsidiary has received any request for information in connection with any federal, state, provincial, municipal or local inquiries as to disposal sites.

G. There are no environmental audits, evaluations, assessments, studies or tests relating to the Company or any Subsidiary or any properties or assets owned or leased by them, except for ongoing assessments conducted by or on behalf of the Company and the Subsidiaries in the ordinary course of business.

(lvii) *Scientific and Technical Information*. The Company is in compliance with the provisions of NI 43-101 and has filed all technical reports in respect of its Properties (and Properties in respect of which it has a right to earn an interest) required thereby. The Technical Reports remain current as at the date hereof. To the best of the Company's knowledge, the Technical Reports comply in all material respects with the requirements of NI 43-101 and there is no new scientific or technical information concerning the Properties since the date thereof that would require a new technical report in respect of any of the Properties to be issued under NI 43-101. The Company and the Subsidiaries made available to the authors of the Technical Reports, prior to the issuance thereof, for the purpose of preparing such report, all information requested by them and none of such information contained any misrepresentation at the time such information was provided. The information set forth in the Prospectus and the Public Record relating to scientific and technical information has been prepared in accordance with NI 43-101 and in compliance with the other Canadian Securities Laws of the Qualifying Jurisdictions.

Employment Matters

(lviii) *Employment Laws*. The Company and each Subsidiary is in material compliance with all federal, national, regional, state, provincial and local laws and regulations respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. To the best of the Company's knowledge, the Company and the Subsidiaries are not subject to any claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which may give rise to any of the foregoing.

(lix) *Employee Plans*. Each plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company or any Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Company or any Subsidiary (the "**Employee Plans**") has been maintained in compliance with its terms and

with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case in all material respects.

(lx) *Labour Matters*. There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding, or to the knowledge of the Company, threatened or pending, against the Company or any Subsidiary which is adversely affecting or could adversely affect, in a material manner, the carrying on of the business of the Company or the Subsidiaries and no union representation question exists respecting the employees of the Company or any Subsidiary and no collective bargaining agreement is in place or being negotiated by the Company or a Subsidiary. The Company has sufficient personnel with the requisite skills to effectively conduct its business as currently conducted and as proposed to be conducted.

(b) **Representations and Warranties of the Agents.** Each of the Agents represent and warrant to the Company and acknowledge that the Company is relying upon such representations and warranties in connection with the Offering, that:

(i) in respect of the offer and sale of the Offered Securities, it will comply with all Canadian Securities Laws and all applicable laws of the jurisdictions outside Canada and the United States in which it offered the Offered Securities;

(ii) upon the Company's filing thereof with each of the Securities Regulators, it will deliver one copy of the Prospectus and any Supplementary Material thereto to each of the Purchasers in the Qualifying Jurisdictions;

(iii) it is, and will remain so, until the completion of the Offering, appropriately registered under Canadian Securities Laws so as to permit it to lawfully fulfill its obligations hereunder;

(iv) it is a valid and subsisting corporation or entity under the laws of the jurisdiction in which it was incorporated, amalgamated or formed; and

(v) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein.

8. Closing Deliveries. The issuance and sale of the Offered Securities (and Additional Offered Securities, if applicable) shall be completed at the Closing Time (and the Option Closing Time, if applicable) at the offices of Farris LLP, Vancouver, British Columbia or at such other place as the Agents and the Company may agree upon. At the Closing Time or the Option Closing Time, as applicable, the Company shall, subject to the terms and conditions of this Agreement, duly and validly deliver to the Agents (i) by way of electronic deposit or certificates in definitive form, registered as directed by the Agents, the Offered Securities or the Additional Offered Securities, as the case may be, (ii) the Broker Warrant Certificates representing the Broker Warrants, registered as directed by the Agents, in the City of Toronto, against payment at the direction of the Company of the aggregate subscription price for the Offered Securities or Additional Offered Securities, as the case may be, in lawful money of Canada. The Agents may

discharge their payment obligations under this Section 8 by the transfer of funds by electronic wire transfer from the Agents to the Company's designated bank account, which shall be a bank account in Canada, equal to the aggregate subscription price for the Offered Securities or the Additional Offered Securities, as the case may be, less: (i) the Commission; and (ii) the out-of-pocket costs and expenses of the Agents, including the fees and disbursements of counsel to the Agents, as set out in Section 12. Any Offered Securities (and Additional Offered Securities, if applicable) sold to Purchasers in the United States or to, or for the account or benefit of, U.S. Persons shall be in certificated, physical form, if required, and such certificates shall include the legends required by the U.S. Private Placement Memorandum.

9. Conditions of Closing. The Agents' obligation to complete the Closing pursuant to this Agreement (including the obligation to arrange for the purchase and sale of the Offered Securities at the Closing Time) shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agents shall have received at the Closing Time a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers of the Company as the Agents may agree, without personal liability, certifying for and on behalf of the Company that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Common Shares) has been issued by any Governmental Entity and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any Governmental Entity;

(ii) to the knowledge of such officers, after due enquiry, there has been no Material Adverse Effect (actual, proposed or prospective, whether financial or otherwise) in the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company and its subsidiaries, on a consolidated basis, since the date hereof;

(iii) the Prospectus (except the Agents' Information) complies with Canadian Securities Laws, does not contain a misrepresentation and contains full, true and plain disclosure of all material facts relating to the Company, the Offering, the Offered Securities, the Additional Offered Securities and the Broker Securities as required by Canadian Securities Laws;

(iv) the Company has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and

(v) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement, except in respect of any

representations and warranties that are to be true and correct as of a specified date, in which case they were true and correct as of that date;

(b) the Agents shall have received at the Closing Time a certificate, dated as of the Closing Date, signed by appropriate officers of the Company addressed to the Agents with respect to the articles and notice of articles of the Company, all resolutions of the Company's board of directors and, as applicable, shareholders relating to the Transaction Documents and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers of the Company and such other matters as the Agents may reasonably request;

(c) the Company shall have made and/or obtained all necessary filings, approvals, permits, consents and authorizations to or from, as the case may be, the board of directors and shareholders of the Company, the Securities Regulators, the TSXV, and any other applicable person required to be made or obtained by the Company in connection with the transactions contemplated by this Agreement, on terms which are acceptable to the Agents, acting reasonably;

(d) the Unit Shares, Warrant Shares and Broker Warrant Shares shall have been conditionally approved for listing and posting for trading on the TSXV, subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the TSXV;

(e) the Agents shall have received favourable legal opinions addressed to the Agents, dated the Closing Date, from Farris LLP, counsel to the Company, and where appropriate local counsel to the Company (it being understood that such counsel may rely to the extent appropriate in the circumstances (i) as to matters of fact, on certificates of the Company executed on its behalf by a senior officer of the Company and on certificates of the transfer agent and registrar of the Company, as to the issued capital of the Company; and (ii) as to matters of fact not independently established, on certificates of the Company's Auditors or a public official) with respect to the following matters:

(i) as to the subsistence of the Company under the laws of the Province of British Columbia and as to the corporate power and capacity of the Company to enter into and carry out its obligations under the Transaction Documents and to issue and sell the Offered Securities, grant the Over-Allotment Option and issue the Broker Securities;

(ii) as to the authorized and issued capital of the Company;

(iii) the Company has all requisite corporate power and capacity under the laws of its jurisdiction of existence to carry on its business as presently carried on and to own, lease and operate its properties and assets;

(iv) the execution and delivery of the Transaction Documents, the performance by the Company of its obligations thereunder, the sale and issuance of the Offered Securities, the grant of the Over-Allotment Option, issuance of the Offered Securities and the issuance of the Broker Securities, do not and will not conflict

with or result in any breach of the articles or by-laws of the Company, any resolutions of the shareholders or directors (including committees of the board of directors) of the Company, any applicable corporate laws or any Canadian Securities Laws;

(v) the Transaction Documents have been duly authorized and executed and delivered by the Company, and constitute valid and legally binding obligations of the Company enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable law;

(vi) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Final Prospectus and the Prospectus Supplement and the filing thereof with the Securities Regulators, the filing of the Marketing Documents with the Securities Regulators and the delivery of the U.S. Private Placement Memorandum;

(vii) the Unit Shares, other than the additional Unit Shares issuable at any Option Closing Time, have been duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Company;

(viii) the Warrants have been duly and validly created and, other than the additional Warrants issuable at any Option Closing Time, issued and the Warrant Shares have been reserved and authorized and allotted for issuance and upon the receipt of payment therefor by the Company and the issue thereof upon exercise of the Warrants in accordance with the provisions of the Warrant Indenture, the Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Company;

(ix) the Broker Warrants have been duly and validly created and, other than the Broker Warrants issuable at any Option Closing Time, issued and the Broker Warrant Shares have been reserved and authorized and allotted for issuance and upon the receipt of payment therefor by the Company and the issue thereof upon exercise of the Broker Warrants in accordance with the provisions of the Broker Warrant Certificates, the Broker Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Company;

(x) all necessary corporate action has been taken by the Company to authorize the issuance of the Additional Offered Securities, subject to receipt of payment in full for them, and the issuance of the additional Broker Warrants, and when issued and delivered, the Additional Offered Securities and the additional Broker Warrants will be duly and validly issued by the Company and the Additional Unit Shares will be outstanding as fully paid and non-assessable Common Shares in the capital of the Company;

(xi) the rights, privileges, restrictions and conditions attaching to the Offered Securities, the Additional Offered Securities and the Broker Securities conform in all material respects with the description thereof set forth in the Prospectus;

(xii) all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits, consents and authorizations of the Securities Regulators in each of the Qualifying Jurisdictions have been obtained by the Company to qualify the distribution to the public of the Offered Securities in each of the Qualifying Jurisdictions through persons who are registered under Canadian Securities Laws and to qualify the grant of the Over-Allotment Option and the issuance of the Broker Warrants to the Agents;

(xiii) the issuance by the Company of the Warrant Shares upon the due exercise of the Warrants and the issuance by the Company of the Broker Warrant Shares upon the due exercise of the Broker Warrants is exempt from, or is not subject to, the prospectus requirements of Canadian Securities Laws in the Qualifying Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained under Canadian Securities Laws of the Qualifying Jurisdictions in connection therewith;

(xiv) the first trade in, or resale of, the Warrant Shares and Broker Warrant Shares is exempt from, or is not subject to, the prospectus requirements of Canadian Securities Laws in the Qualifying Jurisdictions and no filing, proceeding or approval will need to be made, taken or obtained under such laws in connection with any such trade or resale, provided that the trade or resale is not a "control distribution" (as defined in National Instrument 45-102 – *Resale of Securities*);

(xv) the Company is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not on the list of defaulting reporting issuers maintained by each of the Securities Regulators;

(xvi) the statements and opinions concerning tax matters set forth in the Prospectus under the headings (including for certainty, all subheadings under such headings) "Certain Canadian Federal Income Tax Considerations" and "Eligibility for Investment" insofar as they purport to describe the provisions of the laws referred to therein are fair and adequate summaries of the matters discussed therein subject to the qualifications, assumptions and limitations set out under such headings;

(xvii) the Unit Shares, Warrant Shares and Broker Warrant Shares have been conditionally approved for listing and posting for trading on the TSXV, subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the TSXV;

(xviii) Olympia Trust Company has been duly appointed as the warrant agent for the Warrants; and

(xix) as to such other matters as the Agents' legal counsel may reasonably request prior to the Closing Time;

(f) the Agents shall have received favourable legal opinions addressed to the Agents and the Agents' legal counsel, dated the Closing Date, as to: (i) the incorporation or formation and subsistence of the Subsidiaries, (ii) the corporate power and capacity of the Subsidiaries under the laws of their jurisdiction of existence to carry on their business as presently carried on and to own, lease and operate its properties and assets; and (iii) the authorized and issued capital of the Subsidiaries, and the ownership thereof, in a form satisfactory to the Agents and their counsel, acting reasonably;

(g) if any Units are offered and sold in the United States or to, or for the account or benefit of, U.S. Persons pursuant to Schedule "A" attached hereto, the Agents shall have received a favourable legal opinion addressed to the Agents, dated the Closing Date, from Securities Law USA, PLLC, as United States counsel to the Company, such opinion to be subject to such qualifications and assumptions as the Agents may agree and in form satisfactory to the Agents and their counsel, acting reasonably, to the effect that no registration of the Units offered and sold in the United States or to, or for the account or benefit of, U.S. Persons will be required under the U.S. Securities Act in connection with such offer and sale, provided that the offer and sale of the Units in the United States or to, or for the account or benefit of, U.S. Persons is made in accordance with Schedule "A" attached hereto, and it being understood that no opinion is expressed as to any subsequent resale of the Units;

(h) the Agents shall have received a favourable title opinion addressed to the Agents, dated the Closing Date, in form and substance satisfactory to the Agent's counsel, acting reasonably, as to the ownership of the Mocoa Project, that the Mocoa Project is in good standing as of the Closing Date, the annual dues having been paid and the statutory work having been duly executed and reported and such other matters as the Agents may reasonably request;

(i) the Agents shall have received from the Company's Auditors a letter, dated as of the Closing Date, in form and substance satisfactory to the Agents, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 4(a)(iv);

(j) the Agents shall have received executed copies of all the lock-up agreements requested by the Agents in form and substance satisfactory to the Agents, acting reasonably;

(k) the Agents shall have received certificates of good standing or similar certificates with respect to the jurisdiction in which the Company and the Subsidiaries are existing;

(l) the Agents shall have received a certificate from the transfer agents and registrar of the Company as to the issued and outstanding Common Shares as at the close of business on the Business Day prior to the Closing Date;

(m) the Agents shall have received an executed copy of the Warrant Indenture in form and substance satisfactory to the Agent, acting reasonably; and

(n) the Agents shall have received such other documents as the Agents or its counsel may reasonably request prior to the Closing Time.

10. Closing of the Over-Allotment Option. The Agents' obligation to complete the closing of the Over-Allotment Option (in the event that the Over-Allotment Option to offer and sell the Additional Offered Securities is exercised by the Agents) shall be subject to the accuracy of the representations and warranties of the Company contained in this Agreement as of the Option Closing Date and the performance by the Company of its obligations under this Agreement. The Company agrees to fulfil or cause to be fulfilled the following conditions:

(a) the Agents shall have received a favourable legal opinion dated the Option Closing Date, in form and substance satisfactory to counsel to the Agents, addressed to the Agents and its legal counsel, from Farris LLP, counsel to the Company;

(b) the Agents shall have received a letter dated as of the Option Closing Date, in form and substance satisfactory to the Agents, addressed to the Agents and the directors of the Company from the Company's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Agents pursuant to Section 4(a)(iv) with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Option Closing Date, which changes shall be acceptable to the Agents, acting reasonably;

(c) the Agents shall have received a certificate dated as of the Option Closing Date, addressed to the Agents and signed by appropriate officers of the Company, with respect to the articles and notice of articles of the Company, all resolutions of the board of directors and, as applicable, shareholders of the Company relating to the Transaction Documents and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers of the Company and such other matters as the Agents may reasonably request;

(d) the Agents shall have received a certificate dated as of the Option Closing Date, addressed to the Agents and signed on behalf of the Company by the Chief Executive Officer and the Chief Financial Officer of the Company or such other officers of the Company acceptable to the Agents, substantially in the form set out in Section 9(a); and

(e) the Agents shall have received such other certificates, agreements, materials or documents as they may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Offered Securities and the Broker Warrants issuable on the Option Closing Date and other matters related to the issuance of the Additional Offered Securities.

11. Rights of Termination.

The Agents shall be entitled, at their sole option, to terminate and cancel, without any liability on the part of the Agents, all of their respective obligations (and those of any Purchasers arranged by it) under this Agreement, by written notice to that effect given to the Company at or prior to the Closing Time, if at any time prior to the Closing:

(a) **Material Change.** There is any material change (actual, imminent or reasonably expected) in the business, affairs or financial condition of the Company or its Subsidiaries or the Properties or change in any material fact or a new material fact shall arise in respect of the Company or its Subsidiaries or the Properties which would be expected to have, in the opinion of the Agents (any one of them), acting reasonably, a material adverse effect on the market price or value of the Units or Common Shares, or the Agents shall become aware of any material information with respect to the Company which had not been publicly disclosed at or prior to the date hereof and which in the sole opinion of the Agents, acting reasonably, would be expected to have a material adverse effect on the market price or value of the Units or the Common Shares, or any other securities of the Company;

(b) **Disaster.** (i) There should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agents acting reasonably and in good faith, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Company and the Subsidiaries taken as a whole or the market price or value of the securities of the Company; (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Company or any one of the officers or directors of the Company or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the TSXV or securities commission which involves a finding of wrong-doing; or (iii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Company is made or threatened by a securities regulatory authority;

(c) **Market**. The state of the financial markets in Canada or elsewhere where it is planned to market the Units is such that, in the reasonable opinion of the Agents, the Units cannot be marketed profitably;

(d) **Breach.** The Company is in breach of any material term, condition or covenant of this Agreement or any material representation or warranty given by the Company in this Agreement becomes or is false and such material breach or such materially false representation (i) is in the reasonable opinion of the Agents not capable of being cured prior to the Closing Time, (ii) would, at the Closing Time, result in the failure of any condition precedent set out in Section 9 hereof, or (iii) has not been rectified to the satisfaction of the Agents (acting reasonably) within 48 hours of when the Agents provides written notice to the Company of the same.

(e) **Due Diligence.** The Agents become aware of, as a result of its due diligence review or otherwise, of any Material Adverse Effect, or a change in any material fact or any material fact with respect to the Company, in the sole opinion of the Agents acting reasonably, which has not been disclosed to the Agents prior to the Closing Date.

(f) **Exercise of Termination Rights.** The rights of termination contained in Sections 11(a), (b), (c), (d) and (e) may be exercised by the Agents and are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by an Agent, there shall be no further liability on the part of such Agent to the Company or on the part of the Company to such Agent except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions of the Company prior to such termination and in respect of Sections 12, 14, 22, 24 and 25.

12. Expenses. Whether or not the Offering is completed, the Company shall pay all expenses and fees in connection with the Offering, including all expenses of or incidental to the creation, issue, sale, qualification or distribution of the Offered Securities and the Broker Warrants, road shows, printing costs, the fees and disbursements and taxes thereon of the Company's counsel, all costs incurred in connection with the preparation of documents relating to the Offering, and all expenses and fees incurred by the Agents, which shall include the fees and disbursements and applicable taxes thereon of the Agents' counsel (to a maximum of $50,000, exclusive of disbursements and applicable taxes thereon) and all reasonable out-of-pocket fees and expenses of the Agents in connection with the Offering. All expenses and fees incurred by the Agents or on their behalf shall be deducted from the gross proceeds of the Offering at the Closing Time.

13. Survival of Representations and Warranties. All representations and warranties of the Company and the Agents herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Agents, shall continue in full force and effect for the benefit of the Agents for a period of two years following the Closing Date. For certainty, the provisions contained in this Agreement in any way related to the indemnification of the Agents by the Company or the contribution obligations of the Agents or those of the Company shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by law.

14. Indemnity and Contribution

(a) The Company (the "**Indemnitor**") hereby agrees to indemnify and hold the Agents and each of their directors, officers, employees, agents and shareholders (collectively, the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Agents to which the Agents and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Agents and their Personnel under this Agreement, or otherwise in connection with the matters referred to in this Agreement, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(i) the Agents or their Personnel have been grossly negligent or have committed any fraudulent act in the course of such performance; and

(ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence or fraud referred to in Section 14(a)(i) above.

(b) If for any reason (other than the occurrence of any of the events itemized in Subsections 14(a)(i) and 14(a)(ii) above), the foregoing indemnification is unavailable to the Agents or any Personnel or insufficient to hold the Agents or any Personnel harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agents or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agents or any Personnel, as well as any relevant equitable consideration; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agents pursuant to this Agreement.

(c) The Indemnitor agrees that in case: (i) any legal proceeding shall be brought against the Indemnitor and/or the Agents or any Personnel by any government commission or regulatory authority of any stock exchange; (ii) an entity having regulatory authority, either domestic or foreign, shall investigate the Indemnitor and/or the Agents; or (iii) any Personnel shall be required to testify in connection therewith or to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Agents, the Agents shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by their Personnel in connection therewith) and out-of-pocket expenses incurred at competitive rates by their Personnel in connection therewith shall be paid by the Indemnitor as they occur, provided that in no circumstances will the Indemnitor be required to pay the fees and expenses of more than one legal counsel for the Agents and their Personnel (collectively the "**Indemnified Persons**"), unless:

(i) the Indemnitor and the Agents have mutually agreed to the retention of more than one legal counsel for the Indemnified Persons; or

(ii) the Indemnified Persons have or any of them has been advised in writing by legal counsel that representation of all of the Indemnified Persons by the same legal counsel would be inappropriate due to actual or potential differing interests between them.

(d) Promptly after receipt of notice of the commencement of any legal proceeding against the Agents or the Personnel or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agents will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed.

(e) The indemnity and contribution obligations of the Indemnitor under this Section 14 shall be in addition to, and not in substitution for, any liability which the Indemnitor may otherwise have at law or in equity, shall extend upon the same terms and conditions to the Agents and the Personnel and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agents and any of the Personnel. This Section 14 shall survive the completion of the professional services rendered under this Agreement or any termination of this Agreement.

15. Syndication.

(a) The sale of the Offered Securities by the Agents in connection with the Offering shall be in accordance with the following percentages:

Name of Agent	**Syndicate Position**
Red Cloud Securities Inc.	80%
Research Capital Corporation	20%

(b) Nothing in this Agreement shall oblige the U.S. Placement Agent of any Agent to purchase any Offered Securities. Any such U.S. Placement Agent that makes any offers or sales of the Offered Securities in the United States will do so solely as an agent for the Agent.

16. Advertisements. The Company acknowledges that the Agents shall have the right, at their own expense, to place such advertisement or advertisements relating to the sale of the Offered Securities contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law. The Company and the Agents agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration requirements of applicable Securities Laws in any jurisdiction (other than the Qualifying Jurisdictions) in which the Offered Securities shall be offered or sold being unavailable in respect of the sale of the Offered Securities to potential Purchasers.

17. Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) If to the Company, to:

Copper Giant Resources Corp.
Suite 3123 – 595 Burrard Street
Vancouver, British Columbia V7X 1J1

Attention: Ian Harris, Chief Executive Officer
E-mail: [redacted]

with a copy (for information purposes only and not constituting notice) to:

Farris LLP
Suite 2500 – 700 W Georgia Street
Vancouver, British Columbia V7Y 1B3

Attention: Denise Nawata
E-mail: [redacted]

(b) If to the Agents, to:

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

Attention: Mark Styles, Head of Investment Banking
E-mail: [redacted]

with a copy (for information purposes only and not constituting notice) to:

Peterson McVicar LLP
Suite 1601, 110 Yonge Street
Toronto, Ontario M5C 1T4

Attention: Dennis Peterson
E-mail: [redacted]

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by electronic transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

18. Time of the Essence. Time shall, in all respects, be of the essence hereof.

19. Canadian Dollars. Except as otherwise noted, all references herein to dollar amounts are to lawful money of Canada.

20. Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

21. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

REDACTED: Personal information.

22. Entire Agreement. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings with respect to the subject matter hereof, including for greater certainty the Engagement Letter.

23. Amendments. This Agreement may be amended or modified in any respect by written instrument only executed by all parties hereto.

24. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

26. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company and the Agents and their respective successors and permitted assigns; provided that, except as provided herein, this Agreement shall not be assignable by any party without the written consent of the others.

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

28. Market Stabilization Activities. In connection with the distribution of the Offered Securities, the Agents may over-allot or effect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Canadian Securities Laws and U.S. Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Agents at any time.

29. No Fiduciary Duty. The Company acknowledges that in connection with the Offering: (i) the Agents have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Company or any other person, (ii) the Agents owe the Company only those duties and obligations set forth in this Agreement, and (iii) the Agents may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Agents arising from an alleged breach of fiduciary duty in connection with the Offering.

30. Other Agent Business. The Company acknowledges that the Agents and certain of their Affiliates: (i) act as traders of, and dealers in, securities both as principal and on behalf of their clients and, as such, may have had, and may in the future have, long or short positions in the securities of the Company or related entities and, from time to time, may have executed or may execute transactions on behalf of such persons; (ii) may provide research or investment advice or portfolio management services to clients on investment matters, including the Company; (iii) may participate in securities transactions on a proprietary basis, including transactions in the Offering or other securities of the Company or related entities; and (iv) nothing in this Agreement shall

restrict their ability to conduct business in the ordinary course and in compliance with applicable laws.

31. Effective Date. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

32. Schedules. The following schedules are attached to this Agreement, which schedules are deemed to be incorporated into and form part of this Agreement:

Schedule "A" – "Compliance with United States Securities Laws"
Schedule "B" – "Details of Outstanding Convertible Securities and Rights to Acquire Securities"

33. Language. The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressment demandées que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

34. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile or PDF copy, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

[Signature Page Follows]

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

Yours very truly,

RED CLOUD SECURITIES INC.

Per: */s/ Bruce Tatters*

Name: Bruce Tatters
Title: Chief Executive Officer

RESEARCH CAPITAL CORPORATION

Per: */s/David Greifenberger*

Name: David Greifenberger
Title: Managing Director, Investment Banking

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 3rd day of November, 2025.

COPPER GIANT RESOURCES CORP.

Per: */s/ Ian Harris*

Name: Ian Harris
Title: President, Chief Executive Officer and Director

SCHEDULE "A"
COMPLIANCE WITH UNITED STATES SECURITIES LAWS

*This is Schedule "A" to the Agency Agreement dated November 3, 2025 between Copper Giant Resources Corp. and Red Cloud Securities Inc. (the "**Agreement**").*

A. Definitions

1. Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule "A" is annexed.

2. The following terms shall have the meanings indicated:

(a) "**Code**" has the meaning given it in Section C(14) of this Schedule "A".

(b) "**Dealer Covered Person**" and "**Dealer Covered Persons**", respectively, have the meanings given them in Section B(13) of this Schedule "A".

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

(d) "**Disqualification Event**" means any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D;

(e) "**Foreign Issuer**" means "foreign issuer" as defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer that is (i) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (ii) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (a) a majority of the executive officers or a majority of the directors are United States citizens or residents, (b) more than 50 percent of the assets of the issuer are located in the United States, or (c) the business of the issuer is administered principally in the United States;

(f) "**General Solicitation**" and "**General Advertising**" means "general solicitation" or "general advertising", respectively, as used under Rule 502(c) of Regulation D. Without limiting the foregoing, but for greater clarity, general solicitation or general advertising includes, but is not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, broadcast over television or radio, or published or broadcast via any other form of

electronic display, including the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(g) "**Issuer Covered Person**" and "**Issuer Covered Persons**", respectively, have the meanings given them in Section C(11) of this Schedule "A".

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

(i) "**PFIC**" has the meaning given it in Section C(14) of this Schedule "A".

(j) "**Qualified Institutional Buyer**" means a U.S. Accredited Investor that is a "qualified institutional buyer" as that term is defined in Rule 144A under the U.S. Securities Act;

(k) "**Qualified Institutional Buyer Letter**" means the Qualified Institutional Buyer Investment Letter in the form attached as Exhibit "A" to the U.S. Private Placement Memorandum;

(l) "**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

(m) "**Regulation D Securities**" has the meaning given it in Section B(12) of this Schedule "A".

(n) "**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;

(o) "**U.S. Accredited Investor**" means an "accredited investor" meeting one or more of the criteria in Rule 501(a) of Regulation D;

(p) "**U.S. Accredited Investor Letter**" means the U.S. Accredited Investor Investment Letter in the form attached as Exhibit "B" to the U.S. Private Placement Memorandum;

(q) "**U.S. Purchaser**" means any Purchaser of Offered Securities that is in the United States or that is, or is acting for the account or benefit of, a U.S. Person, or any person offered the Offered Securities in the United States (except persons excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(vi) of Regulation S or persons holding accounts excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S), or that was in the United States when the buy order for the Offered Securities was made or when the Qualified Institutional Buyer Letter or the U.S. Accredited Investor Letter pursuant to which it is acquiring Offered Securities was executed or delivered.

B. Representations, Warranties and Covenants of the Agents

Each Agent, on behalf of itself and its U.S. Placement Agent, if applicable, represents, warrants, covenants and agrees to and with the Company, as at the date hereof and as at the Closing Date, and severally, but not jointly, nor jointly and severally, that:

1. It acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Offered Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons, except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and any applicable securities laws of any state of the United States.

2. It has not offered or sold, and will not offer or sell, at any time any Offered Securities except (a) in an "Offshore Transaction" in compliance with Rule 903 of Regulation S to persons that are not in the United States and are not, and are not acting for the account or benefit of, U.S. Persons, or (b) to U.S. Purchasers that are Qualified Institutional Buyers or U.S. Accredited Investors and are purchasing, in each case, directly from the Company in compliance with the exemption afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under any applicable securities laws of any state of the United States and in accordance with paragraphs 2 through 15 below. Accordingly, neither the Agent, its Affiliates, its U.S. Placement Agent or any person acting on any of their behalf, has made or will make, except as permitted in this Schedule "A": (a) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to any person in the United States or to, or for the account or benefit of, a U.S. Person, (b) any sale of Offered Securities to any Purchaser unless, at the time the buy order was or will have been originated, (i) the Purchaser is outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person, or (ii) the Agent, its Affiliates, the U.S. Placement Agent and any person acting on any of their behalf reasonably believe that the Purchaser is outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person, or (c) any Directed Selling Efforts.

3. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities except with its U.S. Placement Agent, any Selling Firm or with the prior written consent of the Company. The Agent shall require its U.S. Placement Agent to agree, and each Selling Firm to agree, for the benefit of the Company, to comply with, and shall use its commercially reasonable efforts to ensure that its U.S. Placement Agent and each Selling Firm complies with, the same provisions of this Schedule "A" as apply to the Agent as if such provisions applied to the U.S. Placement Agent and such Selling Firm.

4. All offers and sales of Offered Securities that have been or will be made by it in the United States or to, or for the account or benefit of, U.S. Persons, have been or will be made through its U.S. Placement Agent and in compliance with all applicable U.S. federal and state broker-dealer requirements. If the Agent's U.S. Placement Agent makes any offers or sales of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, the U.S. Placement Agent is on the date hereof, and will be on the date of each such offer and sale, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state of the United States in which such offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements), and a member in good standing with the Financial Industry Regulatory Authority, Inc.

5. None of it, its Affiliates or its U.S. Placement Agent, or any person acting on any of their behalf has utilized, and none of such persons will utilize, any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Securities, or has offered or will offer any Offered Securities in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. Immediately prior to soliciting U.S. Purchasers, the Agent, its Affiliates and its U.S. Placement Agent and any person acting on its or their behalf had, or will have, reasonable grounds to believe and did believe or will believe that each potential U.S. Purchaser was a Qualified Institutional Buyer or a U.S. Accredited Investor with respect to which the Agent or its Affiliates and its U.S. Placement Agent had a pre-existing business relationship; and at the time of completion of each sale to a U.S. Purchaser, the Agent, its Affiliates and its U.S. Placement Agent and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each such U.S. Purchaser is a Qualified Institutional Buyer or a U.S. Accredited Investor.

7. It shall inform all potential Purchasers of the Offered Securities that it solicits that are in the United States or that are, or are acting for the account or benefit of, a U.S. Person, that the Offered Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that the Offered Securities are being offered and sold to U.S. Purchasers pursuant to the exemption afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under any applicable securities laws of any state of the United States.

8. It shall deliver, through its U.S. Placement Agent, to each person in the United States and to, or for the account or benefit of, any U.S. Person to whom it offers to sell or from whom it solicits any offer to buy the Offered Securities, the U.S. Private Placement Memorandum, including the Final Prospectus and the Prospectus Supplement. No other written material has been or will be used in connection with the offer or sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, other than any Supplementary Material approved by the Company for use in presentations to prospective Purchasers.

9. Prior to completion of any sale of Offered Securities to a U.S. Purchaser, each such U.S. Purchaser thereof that is purchasing Offered Securities will be required to provide to the Agent, or to its U.S. Placement Agent offering the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, if applicable, an executed Qualified Institutional Buyer Letter or U.S. Accredited Investor Letter. The Agent shall provide the Company with copies of all such completed and executed Qualified Institutional Buyer Letters and U.S. Accredited Investor Letters for acceptance by the Company.

10. At least two Business Days prior to the Closing Date, it will provide the Company with a list of all U.S. Purchasers.

11. At the Closing, the Agent will, together with its U.S. Placement Agent, if applicable, provide a certificate, substantially in the form of Annex I to this Schedule "A", relating to the manner of the offer and sale of the Offered Securities in the United States and to, or for the account or benefit of, U.S. Persons. Failure to deliver such a certificate shall constitute a representation by such Agent and its U.S. Placement Agent, if applicable, that neither it nor anyone acting on its

behalf has offered the Offered Securities in the United States or to, or for the account or benefit of U.S. Persons, or arranged for the sale by the Company of Offered Securities to U.S. Purchasers.

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

13. With respect to Offered Securities to be sold in reliance on Rule 506(b) of Regulation D ("**Regulation D Securities**"), none of its or its Affiliates' or its U.S. Placement Agent's directors, executive officers, general partners, managing members or other officers participating in the Offering, or any other person associated with the Agent who will receive, directly or indirectly, remuneration for solicitation of U.S. Purchasers of Offered Securities pursuant to Rule 506(b) of Regulation D (each, a "**Dealer Covered Person**" and, together, "**Dealer Covered Persons**"), is subject to any Disqualification Event except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Company prior to the date hereof or, in the case of a Disqualification Event occurring after the date hereof, prior to the Closing Date. Neither it nor its Affiliates nor its U.S. Placement Agent, if applicable, has paid or will pay, nor is it aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of Purchasers of Regulation D Securities.

14. It is not aware of any person other than a Dealer Covered Person that has been or will be paid (directly or indirectly) remuneration for solicitation of U.S. Purchasers in connection with the sale of any Offered Securities pursuant to Rule 506(b) of Regulation D. It will notify the Company, prior to the Closing Date of any agreement entered into between it and any such person in connection with such sale.

15. It will notify the Company, in writing, prior to the Closing Date, of (i) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Company in accordance with Section 12 above, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.

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

C. Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees as at the date hereof and as at the Closing Date that:

1. The Company is, and at the Closing Date will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities.

2. The Company is not, and following the application of the proceeds from the sale of the Offered Securities will not be, registered or required to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended.

3. The offering of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons by any U.S. Placement Agent, if applicable, is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.

4. None of the Company, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make, except as permitted in this Schedule "A": (a) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to any person in the United States or to, or for the account or benefit of, any U.S. Person; or (b) any sale of Offered Securities to any Purchaser unless, at the time the buy order was or will have been originated, (i) the Purchaser is outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser is outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person.

5. During the period in which Offered Securities are offered for sale, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has engaged in or will engage in any Directed Selling Efforts or has taken or will take any action that would cause the exemptions afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of Offered Securities outside the United States, to non-U.S. Persons and to persons not acting for the account or benefit of U.S. Persons.

6. None of the Company, its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons by means of any form of General Solicitation or General Advertising or has taken or will take any action that would constitute a public offering of the Offered Securities in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

7. During the period beginning 30 days prior to the commencement of the Offering and ending 30 days after the completion of the Offering, (i) it has not sold, offered for sale or solicited any offer to buy, and it will not sell, offer for sale or solicit any offer to buy, any of its securities in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Securities, and (ii) neither it nor any person acting on its behalf has engaged or will engage in any General Solicitation or General Advertising in connection with any offer or sale of its

securities in reliance upon Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act or otherwise in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons.

8. None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, their respective affiliates, or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.

9. None of the Company or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

10. If required, the Company will complete and file with the SEC a Notice on Form D within 15 days after the first sale of Offered Securities pursuant to Rule 506(b) of Regulation D and will make any filings with state securities commissions that are required by applicable state laws.

11. With respect to Regulation D Securities, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the Offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale, other than a Dealer Covered Person (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) of Regulation D. The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D. The Company has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of purchasers of Regulation D Securities.

12. The Company is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of any Offered Securities pursuant to Rule 506(b) of Regulation D.

13. The Company will notify the Lead Agent, in writing, prior to the Closing Date, of (i) any Disqualification Event relating to any Issuer Covered Person not previously disclosed to the Agents in accordance with Section 11 above, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

14. Upon receipt of a written request from a Purchaser that is subject to taxes in the United States, the Company shall make a determination if the Company is a "passive foreign investment company" (a "**PFIC**") within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), during any calendar year following the purchase of the

Offered Securities by such purchaser, and if the Company determines that it is a PFIC during such year, the Company will provide to such purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Company as a "qualified electing fund" for the purposes of the Code.

General

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

ANNEX I TO SCHEDULE "A"

AGENT'S CERTIFICATE

In connection with the private placement in the United States and to, or for the account or benefit of, U.S. Persons of Offered Securities of the Company pursuant to the Agreement, the undersigned Agent and **[●]**, its U.S. Placement Agent, do hereby certify as follows:

(a) the Offered Securities have been offered and sold by us in the United States and to, or for the account or benefit of, U.S. Persons only through the U.S. Placement Agent, which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was at all relevant times and is a member in good standing with the Financial Industry Regulatory Authority, Inc.;

(b) immediately prior to transmitting the U.S. Private Placement Memorandum to offerees in the United States and to, or for the account or benefit of, U.S. Persons, we had reasonable grounds to believe and did believe that each such person was a Qualified Institutional Buyer or a U.S. Accredited Investor, and we continue to believe that each U.S. Purchaser of Offered Securities that we have arranged is a Qualified Institutional Buyer or a U.S. Accredited Investor on the date hereof;

(c) all offers and sales of the Offered Securities by us in the United States and to, or for the account or benefit of, U.S. Persons have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements;

(d) no form of Directed Selling Efforts or General Solicitation and General Advertising was used by us in connection with the offer and sale of the Offered Securities;

(e) prior to any sale of Offered Securities to a U.S. Purchaser, each such U.S. Purchaser thereof that is purchasing Offered Securities provided an executed Qualified Institutional Buyer Letter or U.S. Accredited Investor Letter and we provided the Company with copies of all such completed and executed Qualified Institutional Buyer Letters and U.S. Accredited Investor Letters for acceptance by the Company;

(f) neither we, nor our affiliates, nor any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities;

(g) prior to the sale of any Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, each such offeree was provided with a copy of the U.S. Placement Memorandum, including the Final Prospectus and the Prospectus Supplement, and no other written material, other than any Supplementary Material approved by the Company for use in presentations to prospective Purchasers, was used by us in connection with the Offering of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons;

(h) all U.S. Purchasers have been informed that the Offered Securities have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such U.S. Purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and in accordance with any applicable securities laws of any state of the United States;

(i) with respect to the Offered Securities to be offered and sold hereunder in reliance upon Rule 506(b) of Regulation D, none of the Dealer Covered Persons is subject to any Disqualification Event except for a Disqualification Event covered by Rule 506(d)(2) of Regulation D and a description of which has been furnished in writing to the Company prior to the Closing Date, and we have not paid nor will we pay, nor are we aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons or Issuer Covered Persons) for solicitation of purchasers of the Offered Securities; and

(j) the offering of the Offered Securities has been conducted by us in accordance with the terms of the Agreement, including Schedule "A" attached thereto.

Capitalized terms used in this certificate have the meanings given to them in the Agreement (including Schedule "A" attached thereto) unless defined herein.

DATED as of this _____ day of _____, 2025.

[NAME OF AGENT]	**[NAME OF U.S. PLACEMENT AGENT]**
By: _____	By: _____
Authorized Signing Officer	Authorized Signing Officer

SCHEDULE "B"
DETAILS OF OUTSTANDING CONVERTIBLE SECURITIES AND RIGHTS TO ACQUIRE SECURITIES

This is Schedule "B" to the Agreement dated November 3,, 2025 between Copper Giant Resources Corp. and Red Cloud Securities Inc.

Outstanding Stock Options	**Exercise Price ($)**	**Expiry Dates**
		(dd/mm/yyy)
6,250,000	$0.18	25-Jul-2035
100,000	$0.25	19-Feb-2035
550,000	$0.34	6-Jan-2035
250,000	$0.32	23-Dec-2034
150,000	$0.30	22-Jul-2034
4,400,000	$0.48	26-Mar-2034
18,000	$3.50	17-Dec-2025
30,000	$5.50	17-Dec-2025
25,000	$5.80	13-Apr-2026
65,000	$5.20	24-Dec-2026
20,000	$5.00	15-Feb-2027
10,000	$5.40	15-Feb-2027
25,000	$6.70	15-Feb-2027
77,500	$1.90	14-Oct-2027
Total: 11,970,500		
Outstanding Warrants	**Exercise Price**	**Expiry Dates**

41,357,550	$0.28	Expiry July 18, 2027
2,241,453	$0.28	Expiry July 18, 2027
8,571,428	$0.50	Expiry December 12, 2026
514,286	$0.35	Expiry December 12, 2026
11,000,000	$0.50	Expiry March 11, 2027
11,430,101	$0.20	Expiry February 15, 2027
8,304,234	$0.30	Expiry February 15, 2027
956,380	$0.75	Expiry August 17, 2026
Total: 83,610,432		