

**ATOMIC MINERALS CORPORATION**  
(the “Company”)

830 – 1100 Melville Street  
Vancouver, British Columbia Canada V6E 4A6  
Telephone (604) 341-6870

**Form 51-102F6V**

***Statement of Executive Compensation – Venture Issuers***  
***(for financial year ended August 31, 2025)***

**GENERAL**

The following information, dated as of February 27, 2026, is provided as required under Form 51-102F6V for Venture Issuers (the “Form”), as such term is defined in National Instrument 51-102.

For the purposes of this Form:

“**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

“**external management company**” includes a subsidiary, affiliate or associate of the external management company;

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

- (a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer (“CEO”), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer (“CFO”), including an individual performing functions similar to a CFO;
- (c) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with the Form, for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

“**plan**” includes any plans, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

**Named Executive Officers and Directors**

During August 31, 2025 financial year end, the NEOs of the Company were: Clive Massey, President, Chief Executive Officer and Alexander Helm, Chief Financial Officer and Director. The Directors of the Company who were not NEOs at financial year end August 31, 2025 were: Richard Dorman and Matthew Schwab.

James Hyland resigned as a director of the Company on January 5, 2025.

Matthew Schwab was appointed a director of the Company on January 5, 2025.

Foster Wilson resigned as a director of the Company on February 6, 2025.

Corporate Actions subsequent to August 31, 2025 financial year end

James D. Romano was elected a director of the Company at the Company’s November 21, 2025 annual general meeting.

**Director and NEO Compensation, Excluding Compensation Securities**

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company and its subsidiaries, excluding compensation securities, to each NEO and director, in any capacity, for the two most recently completed financial years ended August 31, 2025 and August 31, 2024. For NEOs who are also directors, no compensation was paid to them in their capacity as directors. Options and compensation securities are disclosed under the heading “**Stock Options and Other Compensation Securities**”.

<b>Table of Compensation excluding Compensation Securities</b>							
<b>Name and position</b>	<b>Year</b>	<b>Salary, Consulting Fee, Retainer or Commission (\$)</b>	<b>Bonus (\$)</b>	<b>Committee or Meeting Fees (\$)</b>	<b>Value of Perquisites<sup>(1)</sup> (\$)</b>	<b>Value of all other Compensation (\$)</b>	<b>Total Compensation (\$)<sup>(1)</sup></b>
<b>Clive Massey<sup>(2)</sup></b> <i>President, Chief Executive Officer and Director</i>	2025	50,000	Nil	Nil	Nil	Nil	50,000
	2024	150,000	Nil	Nil	Nil	Nil	150,000
<b>Alexander Helmel<sup>(3)</sup></b> <i>Chief Financial Officer and Director</i>	2025	25,000	Nil	Nil	Nil	Nil	25,000
	2024	75,000	Nil	Nil	Nil	Nil	75,000
<b>James D. Romano<sup>(4)</sup></b> <i>Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	N/A	N/A	N/A	N/A	N/A	N/A
<b>Richard Dorman<sup>(5)</sup></b> <i>Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
<b>Matthew Schwab<sup>(6)</sup></b> <i>Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
<b>James Hyland<sup>(7)</sup></b> <i>former Director</i>	2025	17,500	Nil	Nil	Nil	Nil	17,500
	2024	42,000	Nil	Nil	Nil	Nil	42,000
<b>Foster Wilson<sup>(8)</sup></b> <i>former Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil

**Notes:**

- (1) Includes perquisites provided to an NEO or director that are not generally available to all employees. An item is generally a perquisite if it is not integrally and directly related to the performance of the director's or NEO's duties. If something is necessary for a person to do his or her job, it is integrally and directly related to the job and is not a perquisite, even if it also provides some amount of personal benefit. For the purposes of the table, perquisites are valued on the basis of the aggregate incremental cost to the Company and its subsidiaries.  
  
NEOs and directors whose total salary for the applicable financial year was \$150,000 or less did not receive perquisites that, in aggregate, were greater than \$15,000. NEOs and directors whose total salary for the applicable financial year was greater than \$150,000 but less than \$500,000 did not receive perquisites that, in aggregate, were greater than 10% of the NEO's or director's salary for the applicable financial year.
- (2) Clive Massey was appointed, President, Chief Executive Officer and a director of the Company on November 24, 2017. Due to cash limitations in the Company, the CEO forfeited \$100,000 in fees during the year ended August 31, 2025.
- (3) Alexander Helmel was appointed Chief Financial Officer of the Company on December 9, 2017 and appointed a director of the Company on January 5, 2018. Due to cash limitations in the Company, the CFO forfeited \$50,000 in fees during the year ended August 31, 2025.
- (4) James D. Romano was elected a director of the Company at the Company’s November 21, 2025 annual general meeting.
- (5) Richard Dorman was appointed a director of the Company on January 25, 2022.
- (6) Matthew Schwab was appointed a director of the Company on January 5, 2025.
- (7) James Hyland served as a director of the Company from January 5, 2018 to January 5, 2025. Fees billed during the year were reduced by 58% as a result of his resignation.
- (8) Foster Wilson served as a director of the Company from November 22, 2021 to February 6, 2025.

## **External Management Companies**

Other than as disclosed elsewhere in this Form, none of the NEOs or directors of the Company have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly.

## **Stock Option Plans and Other Incentive Plans**

### **Omnibus Incentive Compensation Plan**

On October 20, 2025, the Company's Board terminated its 10% "rolling" common share stock option plan (the "**2023 Plan**") and approved a new Omnibus Incentive Plan in accordance with the policies of the TSX Venture Exchange (the "**Omnibus Incentive Plan**") The Omnibus Incentive Plan primarily allows for a variety of equity-based awards that provide the Company with the ability to grant different types of incentives to its directors, executive officers, employees and consultants, including stock options ("**Options**") and restricted share units ("**RSUs**") to continue their services for the Company or a subsidiary and to reward such participants for their performance of services in respect of the types of non-transferable equity-based incentive awards ("**Awards**"). The Omnibus Incentive Plan provides a means through which the Company or a subsidiary may attract and retain able persons to enter into its employment or into contractual arrangements.

The Omnibus Incentive Plan was approved by shareholders at the Company's November 21, 2025 annual general meeting a copy of which is attached as Schedule "B" to the November 21, 2025 annual general meeting Information Circular, and can be accessed under the Company's SEDAR+ corporate profile at [www.sedarplus.ca](http://www.sedarplus.ca). All Options of the Company granted under the 2023 Plan were amended such that they are now governed by the terms of the Omnibus Incentive Plan and are no longer governed by the 2023 Option Plan.

The Omnibus Incentive Plan will allow the Board to grant Options and RSUs, representing the right to purchase one Common Share; and, in the case of RSUs, the right to receive one Common Share, the cash equivalent of one Common Share, or a combination thereof, all as a means to provide incentives to employees, officers, consultants, directors and management consultants of the Company and its subsidiaries (the "**Eligible Participants**"). Awards may be granted at any time and from time to time to achieve the purposes of the Omnibus Incentive Plan set out above. Participation in the Omnibus Incentive Plan is voluntary and, if an Eligible Participant agrees to participate, the grant of Awards will be evidenced by either an Option Commitment or an RSU Grant Agreement, as applicable, with each such Participant. The interest of any Participant in any Award is non-assignable and non-transferable, whether voluntary, involuntary, by operation of law or otherwise, except upon the death of the Participant.

The total number of Common Shares reserved and available for the grant and issuance of Options will be a rolling number equal to 10% of the issued and outstanding Common Shares, from time to time. The total number of Common Shares reserved and available for the grant and issuance of RSUs of a fixed number equal to 10% of the Company's issued and outstanding Common Shares calculated as of the record date to the Company's November 21, 2025 annual general meeting.

The material terms of the Omnibus Incentive Plan are as follows and is qualified in its entirety by the full text of the Omnibus Incentive Plan. Defined terms used herein but not defined have the meanings ascribed to such terms in the Omnibus Incentive Plan.

- (i) The term of the options will be fixed by the Board at the time such options are granted, provided that options will not be permitted to exceed a term of ten years.
- (ii) The exercise price of the options will be determined by the Board, in its sole discretion, but shall not be less than the minimum price of options permitted by the Exchange.
- (iii) The Common Shares to be purchased upon each exercise of an option shall be paid for in full, at the time of such exercise.
- (iv) Vesting requirements will apply to options as required by Exchange policies or as may be determined by the Board, in its sole discretion.
- (v) Vesting requirements will apply to RSUs as may be determined by the Board, at its sole discretion, provided that RSUs will not vest until a minimum of one (1) year following award of the RSUs has passed, subject to acceleration pursuant to the terms of the Omnibus Incentive Plan, and that the applicable Restriction Period shall not exceed three (3) years.

- (vi) A Participant's Account shall be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on shares, with the number of additional RSUs to be credited to a Participant's Account computed by dividing: (a) the dividends that would have been paid to such Participant if each RSU in the Participant's Account on the relevant dividend record date had been one (1) share, by (b) the Fair Market Value of the shares determined as of the date of payment of such dividend. Any fractional RSUs resulting from such calculation shall be rounded to the nearest whole number.
- (vii) Awards under the Omnibus Incentive Plan may not exceed:
  - a. 10% of the issued and outstanding shares as of the date of grant may be granted to an insider in any 12 month period;
  - b. 5% of the issued and outstanding shares as of the date of grant may be granted to any one individual in any 12 month period; and
  - c. 2% of the issued and outstanding shares as of the date of grant may be granted to a consultant, or a person performing investor relations activities, in any 12 month period.
- (viii) The maximum number of Common Shares issued to insiders (as a group), at any point in time, under the Omnibus Incentive Plan and all other proposed or established security-based compensation plans, shall not exceed ten percent (10%) of the issued and outstanding shares.
- (ix) Investor Relations Service Providers are eligible pursuant to this Omnibus Incentive Plan to receive only Awards of Options. Investor Relations Service Providers are not eligible to receive RSUs or any Award other than Options.
- (x) Any Award granted or issued to a Participant who ceases to be an Eligible Participant under the Omnibus Incentive Plan must expire within a reasonable period, which shall be no later than 12 months following the date that the Participant ceases to be an Eligible Participant, subject to the terms and conditions set out in the Omnibus Incentive Plan.
- (xi) Disinterested shareholder approval must be obtained for
  - a. any change to the maximum number of shares issuable from treasury under the Omnibus Incentive Plan;
  - b. any amendment which reduces the exercise price of any Award or any cancellation of such Award;
  - c. any reduction in the exercise price of an outstanding option, if the option holder is an insider;
  - d. any other amendment to the terms of an outstanding option, if the option holder is an insider;
  - e. any amendment which extends the expiry date of any Award or the restriction period of any RSU;
  - f. any amendment which would permit a change to the pool of Eligible Participants, including a change which would have the potential of broadening or increasing participation by insiders of the Company;
  - g. any amendment which increases the maximum number of shares that may be issued or issuable to insiders and associates of such insiders under the Omnibus Incentive Plan or any other proposed security based incentive plan in a one-year period, except in a case of adjustment; and
  - h. to any amendment of the amendment provisions of the Omnibus Incentive Plan.
- (xii) The Board may amend the Omnibus Incentive Plan or any Award at any time subject to shareholder approval as a condition to TSX Venture Exchange acceptance of the amendment. For greater certainty, without limitation, amendments to any of the following provisions of the Omnibus Incentive Plan will be subject to shareholder approval:
  - a. the Persons eligible to be granted or issued Awards under the Omnibus Incentive Plan;

- b. the maximum number or percentage, as the case may be, of shares that may be issuable upon exercise of options or conversion of RSUs under the Omnibus Incentive Plan;
  - c. the limits under the Omnibus Incentive Plan on the amount of options or RSUs that may be granted or issued to any one Person or any category of Persons (such as, for example, insiders of the Company);
  - d. the method for determining the exercise price of options;
  - e. the maximum term of any Award;
  - f. the expiry and termination provisions applicable to any Award, including the addition of a Black-Out Period;
  - g. include the addition of a net exercise provision; and
  - h. any method or formula for calculating prices, values or amounts under the Omnibus Incentive Plan that may result in a benefit to a Participant, including but not limited to the formula for calculating the appreciation of a Stock Appreciation Right (as defined in Exchange policies).
- (xiii) Shareholder approval will not be required and the Board may make any changes as it relates to amendments of a general “housekeeping” or clerical nature that correct typographical errors and clarify existing provisions of the Omnibus Incentive Plan, that do not have the effect of altering the scope, nature and intent of such provisions.
- (xiv) The number of shares subject to an Award will be subject to adjustment in the event of any reclassification, reorganization, consolidation, merger, reorganization, amalgamation, plan of arrangement, spin-off, dividend payment or recapitalization of the Company’s Common Shares, subject to prior acceptance of the TSX Venture Exchange.
- (xv) The Omnibus Incentive Plan provides for the availability of a cashless exercise or net exercise provision, except for those participants who provide investor relations services, whereby such provisions allows for the exercise of options based on selling a sufficient number of the shares available for issue upon exercise of the options to realize the payment of the exercise price and all applicable withholding obligations.

The aggregate number of Common Shares to all Eligible Charitable Organizations under the Omnibus Incentive Plan and any other proposed or established Security Based Compensation Plans, shall not exceed one percent (1%) of the issued and outstanding Common Shares, calculated at the date a Charitable Stock Option is granted to such Eligible Charitable Organization.

The Omnibus Incentive Plan also provides that the Board, or its appointed committee, determines and the RSU Grant Agreement shall specify, the relevant conditions and vesting provisions, including the Performance Period and Performance Criteria required to achieve vesting. The Board shall also determine the Restriction Period, provided that such Restriction Period shall begin a minimum of one year following the date of the Award of the RSU as specified in the RSU Grant Agreement and such Restriction Period shall have an end date not exceeding three years after the calendar year in which the RSU was granted, subject to the RSU Vesting Determination Date. The RSU Vesting Determination Date must fall after the end of the Performance Period and must be no later than the last day of the Restriction Period. Unless specified otherwise in the RSU Grant Agreement, one-third (1/3) of RSUs awarded pursuant to the RSU Grant Agreement shall vest on each of the first three anniversaries of the date of grant specified in the RSU Grant Agreement. No RSUs will vest prior to one year from the date of award of such RSU. Acceleration of vesting of RSUs is permitted in connection with the death of the relevant Participant; or in connection with a change of control, take-over bid, reverse-take-over or other similar transaction. If the Company does not have a sufficient number of Common Shares reserved for issuance under the Omnibus Incentive Plan, in lieu of issuing Common Shares to settle the RSUs, the Company will make payment of a cash amount to the applicable Participant to satisfy such obligations.

The following table describes the impact of certain events upon the rights of holders of Awards under the Omnibus Incentive Plan, including termination for cause, resignation, termination other than for cause or cessation, retirement, death and Change in Control, subject to the terms of a participant’s employment agreement:

<b>Event</b>	<b>Provisions</b>
Termination for cause	All unexercised vested and unvested Awards shall be terminated on the effective date of the termination as specified in the notice of termination.
Resignation	Forfeiture of all unvested Awards and the earlier of the original expiry date and 90 days after resignation to exercise vested Awards or such longer period as the Board may determine in its sole discretion.
Acceleration of Vesting	Acceleration of vesting is permitted if: (i) a Participant ceases to be an Eligible Participant under the Omnibus Incentive Plan; (ii) the death of the Participant; or (iii) in connection with a Change in Control, take-over bid, reverse-take-over or other similar transaction.
Termination other than for cause or cessation	Subject to the terms of the grant or as determined by the Board, upon a Participant's termination or cessation without cause the number of Awards that may vest is subject to pro-ration over the applicable performance or vesting period and shall expire on the earlier of 90 days after the effective date of termination or the expiry date of the Awards.
Retirement	Upon the retirement of a Participant's employment with the Company, any unvested Awards held by the Participant as at the termination date will continue to vest in accordance with the applicable vesting schedule, and all vested Awards held by the Participant at the termination date may be exercised until the earlier of the expiry date of the Awards or six (6) months following the termination date, provided that if the Participant breaches any post-employment restrictive covenants in favour of the Company (including non-competition or non-solicitation covenants), then any Awards held by such Participant, whether vested or unvested, will immediately expire and the Participant shall pay to the Company any "in-the-money" amounts realized upon exercise of Awards following the termination date.
Death	All unvested Awards will vest and may be exercised within 180 days after death.
Change in Control	If the Company enters into an agreement relating to a transaction which, if completed, would result in a Change in Control, or otherwise become aware of a pending Change in Control, the board of the Company may, in its sole discretion, change the Performance Criteria or accelerate the vesting and/or the expiry date of any or all outstanding Awards to provide that, notwithstanding the Performance Criteria and/or vesting provisions of such Awards or any grant agreement, such designated outstanding Awards shall be fully performed and/or vested and conditionally exercisable upon (or prior to) the completion of the Change in Control, provided that the Board shall not, in any case, authorize the exercise of Awards beyond the expiry date of the Awards.

To the extent that the Change in Control would also result in a capital reorganization, arrangement, amalgamation or reclassification of the share capital of the Company and the Board does not change the Performance Criteria or accelerate the vesting and/or the expiry date of Awards, the Company shall make adequate provisions to ensure that, upon completion of the proposed Change in Control, the number and kind of shares subject to outstanding Awards and/or the exercise price of options shall be appropriately adjusted (including by substituting the Awards for Awards to acquire securities in any successor entity to the Company) in such manner as the Board considers equitable to prevent substantial dilution or enlargement of the rights granted to Participants. The Board may make changes to the terms of the Awards or the Omnibus Incentive Plan to the extent necessary or desirable to comply with any rules, regulations or policies of any stock exchange on which any securities of the Company may be listed, provided that the value of previously granted Awards and the rights of Participants are not materially adversely affected by any such changes.

The Board may, subject to Exchange approval, discontinue the Omnibus Incentive Plan at any time without the consent of the Participants, provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Omnibus Incentive Plan.

### Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each NEO of the Company and to a director who was not an NEO of the Company, or its subsidiaries, at financial year ended August 31, 2025, for services provided or to be provided, directly or indirectly, to the Company, or its subsidiaries. There were no RSUs awarded under the Omnibus Incentive Plan at August 31, 2025 financial year end.

The below described share consolidations are reflected in the chart below:

- 1) On October 18, 2023, the Company consolidated its common share capital on the basis of one post-consolidated common share for every five pre-consolidation common shares. Stock options granted on February 11, 2021 at an exercise price of \$0.10 per share, with expiry date February 11, 2026 were consolidated and repriced under this 5:1 share consolidation.
- 2) On August 7, 2025, the Company consolidated its common share capital on the basis of one post consolidated common share for every two pre-consolidation common shares. The February 11, 2021 stock options were consolidated and repriced a second time under this 2:1 share consolidation, and the December 22, 2023 stock options were consolidated and repriced pursuant to this 2:1 share consolidation.

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
Clive Massey President, CEO and Director	Stock Options	175,000 pre-consolidation 87,500 post-consolidated (0.24%)	Dec 22, 2023	0.09 pre-consolidation 0.18 post-consolidated	0.095 pre-consolidation	0.04	Dec 22, 2028
	Stock Options	110,000 pre-consolidation 55,000 post consolidation (0.15%)	Feb 11, 2021	0.10 pre-consolidation 0.18 post-consolidated <sup>(2)</sup>	0.12 pre-consolidation	0.04	Feb 11, 2026
Alexander Helmelt CFO and Director	Stock Options	175,000 pre-consolidation 87,500 post-consolidated (0.24%)	Dec 22, 2023	0.09 pre-consolidation 0.18 post-consolidated	0.095 pre-consolidation	0.04	Dec 22, 2028
	Stock Options	100,000 pre-consolidation 50,000 post consolidated (0.14%)	Feb 11, 2021	0.10 pre-consolidation 0.18 post-consolidated <sup>(3)</sup>	0.12 pre-consolidation	0.04	Feb 11, 2026
Richard Dorman Director	Stock Options	200,000 pre-consolidation 100,000 post-consolidated (0.28%)	Dec 22, 2023	0.09 pre-consolidation 0.18 post-consolidated	0.095 pre-consolidation	0.04	Dec 22, 2028
Matthew Schwab Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
James D. Romano Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
James Hyland Director	Stock Options	200,000 pre-consolidation 100,000 post-consolidated (0.28%)	Dec 22, 2023	0.09 pre-consolidation 0.18 post-consolidated <sup>(4)</sup>	0.095 pre-consolidation	0.04	Dec 22, 2028
	Stock Options	70,000 pre-consolidation 35,000 post-consolidated (0.09%)	Feb 11, 2021	0.10 pre-consolidation 0.18 post-consolidated <sup>(4)</sup>	0.12 pre-consolidation	0.04	Feb 11, 2026
Foster Wilson Director	Stock Options	200,000 pre-consolidation 100,000 post-consolidated (0.28%)	Dec 22, 2023	0.09 pre-consolidation 0.18 post-consolidated <sup>(5)</sup>	0.095 pre-consolidation	0.04	Dec 22, 2028

Notes:

- (1) Percentage of class represents post-consolidated % of compensation securities granted over the total number of compensation securities of the Company outstanding as of August 31, 2025 being 35,693,302 common shares. All options vest immediately on grant.
- (2) Clive Massey's 55,000 post-consolidated stock options granted on February 11, 2021, expired without having been exercised.
- (3) Alexander Helmelt's 50,000 post-consolidated stock options granted on February 11, 2021, expired without having been exercised.
- (4) James Hyland resigned as a director of the Company on January 5, 2025. Mr. Hyland's 100,000 post-consolidated stock options granted on February 11, 2021, expired without having been exercised. Also, Mr. Hyland's 35,000 post-consolidated stock options granted on December 22, 2023, expired without having been exercised.
- (5) Foster Wilson resigned as a director of the Company on February 6, 2025. Mr. Wilson's 100,000 post-consolidated stock options granted on December 22, 2023, expired without having been exercised.

Subsequent to August 31, 2025 financial year end, the below named directors were granted stock options on December 9, 2025 at an exercise price of \$0.10 per share, expiring on December 9, 2030:

Clive Massey, 800,000 stock options  
 Alexander Helmelt, 800,000 stock options  
 Richard Dorman, 200,000 stock options  
 Matthew Schwab, 400,000 stock options  
 James D. Romano, 500,000 stock options

#### Exercise of Compensation Securities by NEOs and Directors

None of the Company's NEOs and directors exercised stock options during financial year ended August 31, 2025.

#### Employment, Consulting and Management Agreements

Management functions of the Company are not, to any substantial degree, performed other than by directors or NEOs of the Company.

Other than discussed below, there are no compensatory plans, contracts or arrangements between the Company and any NEO where the NEO is entitled to receive more than \$300,000 from the Company, including periodic payments or installments, in the event of:

- (a) the resignation, retirement or any other termination of employment of the NEOs of the Company;
- (b) a change of control of the Company; or
- (c) a change of the NEO's responsibilities following a change in control.

The Company has entered into the following agreements with the current NEOs and directors of the Company:

Clive Massey, CEO

In September 2023, the Company entered into a Consulting Agreement with Clive Massey to provide CEO services to the Company, commencing September 1, 2023. The agreement requires monthly payments of \$12,500. Included in the agreement is a provision for a one-year pay-out (\$150,000) in the event of a termination without notice and a provision for a two-year pay-out (\$300,000) in the event of a change of control. There are no incremental payment provisions because of termination without notice or a change of control. No other party provides services under the agreement except for the CEO.

Alexander Helmelt, CFO

In September 2023, the Company entered into a Consulting Agreement with Alexander Helmelt to provide CFO services to the Company, commencing September 1, 2023. The agreement requires monthly payments of \$6,250. Included in the agreement is a provision for a one-year pay-out (\$75,000) in the event of a termination without notice and a provision for a two-year pay-out (\$150,000) in the event of a change of control. There are no incremental payment provisions as a result of termination without notice or a change of control. No other party provides services under the agreement except for the CFO.

**Oversight and Description of Director and NEO Compensation**

The Board of the Company as a whole has the responsibility of determining the compensation for the NEOs and the directors.

The Company's compensation objectives include the following:

- to assist the Company in attracting and retaining highly-qualified individuals;
- to create a sense of ownership in the Company among directors, officers, consultants and employees and to align their interests with those of the shareholders; and
- to ensure that the Company compensation program is competitive as well as financially affordable.

The Company's compensation program is designed to provide competitive levels of compensation. The Company currently maintains a short-term compensation component comprising payment of management fees to certain NEOs, and a long-term compensation component comprising the grant of stock options and restricted share units under the Omnibus Incentive Plan.

The Company recognizes the need to provide a total compensation package that will attract and retain qualified and experienced executives as well as align the compensation level of each executive to that executive's level of responsibility. In general, the Company's NEOs and directors may receive compensation that is comprised of three components:

- salary, wages or contractor payments;
- stock option grants/restricted share unit awards; and/or
- bonuses.

The objective and reason for this system of compensation is to allow the Company to remain competitive compared to its peers in attracting experienced personnel and to align the interests of the Company's employees with the interests of shareholders. A significant portion of total compensation granted by the Company, being the grant of stock options and restricted share units, is based upon overall corporate performance. The Company relies on Board discussion without a formal agenda for objectives, criteria and analysis, when determining executive compensation. There are currently no formal performance goals or similar conditions that must be satisfied in connection with the payment of executive compensation.

The base salary of a NEO is intended to attract and retain executives by providing a reasonable amount of non-contingent remuneration.

The base salary review of each NEO takes into consideration the current competitive market conditions, experience, proven or expected performance, and the particular skills of the NEOs. Base salary is not evaluated against a formal "peer group".

Stock option grants and restricted share unit awards are designed to reward the NEOs and directors for success on a similar basis as the shareholders of the Company, although the level of reward provided by a particular stock option grant is dependent upon the volatile stock market.

Any bonuses paid to the NEOs and directors are allocated on an individual basis related to the review by the Board of the work planned during the year and the work achieved during the year, including work related to administration, financing, shareholder relations and overall performance. The bonuses are paid to reward work done above the base level of expectations set by the base salary, wages or contractor payments.

The Company intends to further develop these compensation components as appropriate. Although it has not to date, the Board may in the future consider awarding annual bonuses to key executives and senior management. The amount and award of any such bonuses would be discretionary, depending on, among other factors, the financial performance of the Company and the position of the executive. The Board considers that the payment of discretionary annual cash bonuses would satisfy the medium-term compensation component.

**Pension Disclosure**

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