



**NGEX MINERALS LTD.**  
**(the “Corporation”)**

**SHARE OPTION PLAN**

**(Adopted by the Board on May 7, 2019, as amended on May 19, 2022 and May 13, 2024)**

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**ARTICLE 1**

**GENERAL**

**1.1 Purpose**

The purpose of this Plan is to advance the interests of the Corporation by (i) providing Eligible Persons (as defined below) with additional incentive; (ii) encouraging stock ownership by Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Corporation; (iv) encouraging Eligible Persons to remain with the Corporation or its Affiliates (as defined below); and (v) attracting individuals to become Employees (as defined below), officers, Directors (as defined below) and Consultants (as defined below) to the Corporation or its Affiliates.

**1.2 Administration**

- (a) This Plan will be administered by the Board or a committee of the Board duly appointed for this purpose by the Board and consisting of not less than three Directors. If a committee is appointed for this purpose, all references to the term “Board” will be deemed to be references to the committee.
- (b) Subject to the limitations of this Plan, the Board has the authority: (i) to grant Options to purchase Shares to Eligible Persons and to determine if any particular person is an Eligible Person to whom Options may be granted; (ii) to determine the terms, including the limitations, restrictions and conditions, if any, upon such grants; (iii) to interpret this Plan and to adopt, amend and rescind such administrative guidelines and other rules relating to this Plan as it may from time to time deem advisable, subject to required prior approval by any applicable regulatory authority; and (iv) to make all other determinations and to take all other actions in connection with the implementation and administration of this Plan as it may deem necessary or advisable. The Board’s guidelines, rules, interpretations and determinations will be conclusive and binding upon all parties.

**1.3 Interpretation**

For the purposes of this Plan, the following terms will have the following meanings unless otherwise defined elsewhere in this Plan:

- (a) “**Affiliate**” means an affiliate of the Corporation within the meaning of Section 1.3 of National Instrument 45-106 – *Prospectus Exemptions*, as may be amended or replaced from time to time (“**NI 45-106**”);

- (b) “**Associate**” where used to indicate a relationship with any person or company, means: (i) any company of which such person or company beneficially owns, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of the company for the time being outstanding; (ii) any partner of that person or company; (iii) any trust or estate in which such person or company has a substantial beneficial interest or as to which such person or company serves as trustee or in a similar capacity; (iv) any relative of that person who resides in the same home as that person; (v) any person who resides in the same home as that person and to whom that person is married or with whom that person is living in a conjugal relationship outside marriage; or (vi) any relative of a person mentioned in clause (v) who has the same home as that person;
- (c) “**Board**” means the Board of Directors of the Corporation or any committee of thereof to which the duties of the Board of Directors of the Corporation hereunder are delegated;
- (d) “**Change of Control**” means the occurrence of any one or more of the following events:
- (i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its Affiliates and another corporation or other entity, as a result of which the holders of Shares prior to the completion of the transaction hold less than 50% of the outstanding shares of the successor corporation after completion of the transaction;
  - (ii) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Corporation and/or any of its subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its subsidiaries on a consolidated basis to any other person or entity, other than a disposition to a majority-owned subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its subsidiaries;
  - (iii) a resolution is adopted to wind-up, dissolve or liquidate the Corporation;
  - (iv) any person, entity or group of persons or entities acting jointly or in concert (an “**Acquiror**”) acquires or acquires control (including, without limitation, the right to vote or direct the voting) of Voting Securities of the Corporation which, when added to the Voting Securities owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and/or Associates and/or Affiliates of the Acquiror to cast or to direct the casting of 40% or more of the votes attached to all of the Corporation’s outstanding Voting Securities which may be cast to elect directors of the Corporation or the successor corporation (regardless of whether a meeting has been called to elect directors), unless a majority of the Board as constituted immediately prior to the time that such person,

entity or group of persons or entities acting jointly or in concert becomes the Acquiror determines that the circumstances are such that a Change of Control should be deemed to not have occurred and any such determination shall be binding and conclusive for all purposes of the Plan;

- (v) as a result of or in connection with: (A) a contested election of directors; or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Corporation or any of its affiliates and another corporation or other entity, the nominees named in the most recent management information circular of the Corporation for election to the Board shall not constitute a majority of the Board; or
- (vi) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.

For the purposes of the foregoing, “**Voting Securities**” means Shares and any other shares entitled to vote for the election of directors and shall include any security, whether or not issued by the Corporation, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities;

- (e) “**Consultant**” means, in relation to the Corporation, an individual (other than an Employee, Director or officer of the Corporation or any Affiliate) or company that:
  - (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to an Affiliate of the Corporation, other than services provided in relation to a distribution, for a period of at least 12 months;
  - (ii) provides the services under a written contract between the Corporation or the Affiliate and the individual or company, as the case may be;
  - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate of the Corporation; and
  - (iv) who otherwise qualifies as a “consultant” under section 2.22 of NI 45-106;
- (f) “**Corporation**” means NGEx Minerals Ltd. and includes any successor thereto;
- (g) “**Director**” means any person holding the position of a director of the Corporation or any Affiliate;
- (h) “**Eligible Person**” means, subject to the terms hereof and to all applicable law, any Employee, officer, Director or Consultant of the Corporation or any Affiliate;

- (i) “**Employee**” means any individual regularly employed on a full-time or part-time basis by the Corporation or any Affiliate;
- (j) “**Exercise Price**” means the price at which an Option may be exercised as determined in accordance with Section 2.4;
- (k) “**Insider**” means “reporting insider” as defined in National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*;
- (l) “**Option**” means a right granted to an Eligible Person to purchase Shares pursuant to the terms of this Plan;
- (m) “**Optionee**” shall mean an Eligible Person to whom an Option has been granted under the terms of the Plan or who holds an Option that is otherwise subject to the terms of the Plan;
- (n) “**Plan**” means this Share Option Plan of the Corporation, as it may be amended from time to time;
- (o) “**Shares**” means the common shares in the capital of the Corporation;
- (p) “**subsidiary**” means a corporation which is a subsidiary of the Corporation as defined under the *Securities Act* (British Columbia);
- (q) “**Termination**” means: (i) in the case of an Employee, the termination of the employment of the Employee by the Corporation or an Affiliate or cessation of employment of the Employee with the Corporation or an Affiliate as a result of resignation; (ii) in the case of an officer or Director, the removal or resignation of, or failure to re-elect or re-appoint the individual as an officer or Director of the Corporation or an Affiliate; and (iii) in the case of a Consultant, the termination of the services of a Consultant by the Corporation or an Affiliate;
- (r) “**Termination Date**” means the date on which an Optionee ceases to be an Eligible Person due to the Termination of the Optionee and shall not include any period of notice or payment in lieu of notice, severance or reasonable notice of termination, except to the extent required by minimum employment standards legislation, if applicable;
- (s) “**Transfer**” includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of security interest or other arrangement by which possession, legal title or beneficial ownership passes from one person to another, or to the same person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing; and
- (t) “**TSX**” means the Toronto Stock Exchange.

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine.

This Plan is to be governed by and interpreted in accordance with the laws of the Province of British Columbia.

#### **1.4 Shares Reserved under the Share Option Plan**

- (a) Subject to the approval of the TSX and any other relevant stock exchange (as well as the approval of the shareholders of the Corporation of this Plan), Options may be granted in respect of authorized and unissued Shares provided that the maximum aggregate number of Shares which shall be reserved by the Corporation for issuance and which may be purchased upon the exercise of all Options granted under this Plan shall not exceed 10% of the number of Shares that are issued and outstanding at the time of the granting of an Option. Any Shares subject to an Option which has been granted under the Plan and which have been cancelled or terminated in accordance with the terms of the Plan without having been exercised will again be available under the Plan. No fractional Shares may be purchased or issued under the Plan.
- (b) The aggregate number of Shares reserved for issuance to Insiders, as a group, pursuant to the Plan and all other security-based compensation arrangements of the Corporation, as applicable, shall not exceed 10% of the total number of Shares then outstanding. The aggregate number of Shares issued to Insiders, as applicable, pursuant to the exercise of Options, within a 12-month period, pursuant to the Plan and all other security-based compensation arrangements of the Corporation at such time, as applicable, shall not exceed 10% of the total number of Shares then outstanding.
- (c) For purposes of this Section 1.4, the number of Shares then outstanding shall mean the number of Shares outstanding on a non-diluted basis immediately prior to the proposed grant of the applicable Option or the exercise of the applicable Option.
- (d) For greater certainty, any increase in the issued and outstanding Shares will result in an increase in the available number of the Shares issuable under the Plan, and exercises of Options will make new grants available under the Plan.

### **ARTICLE 2**

#### **OPTION GRANTS AND TERMS OF OPTIONS**

##### **2.1 Grants**

Subject to this Plan, the Board will have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set out in this Plan, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Optionee's rights in respect of Shares acquired upon exercise of an Option may be forfeited. Options shall only be granted to

Eligible Persons. An Eligible Person may receive Options on more than one occasion under this Plan and may receive separate Options on any one occasion.

## **2.2 Exercise of Options**

- (a) Subject to Section 2.11, Options granted must be exercised no later than 10 years after the date of grant or such lesser period as the applicable grant may require.
- (b) The Board may determine when any Option will become exercisable and may determine that the Option will be exercisable in instalments or pursuant to a vesting schedule.
- (c) No fractional Shares may be issued and the Board may determine the manner in which fractional Share value will be treated.
- (d) A minimum of 100 Shares must be purchased by an Optionee upon exercise of Options at any one time, except where the remainder of Shares available for purchase pursuant to Options granted to such Optionee totals less than 100.

## **2.3 Hold Periods**

Shares issued and sold to Optionees pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws and under the requirements of any stock exchange on which the Shares are listed for trading, and any certificates representing such Shares shall bear, as required a restrictive legend in respect thereof.

## **2.4 Exercise Price**

The Board will establish the Exercise Price of an Option at the time each Option is granted provided that such price shall not be less than the closing price of the Shares on the TSX (or, if such Shares are not then listed and posted for trading on the TSX, on such other stock exchange on which the Shares are listed and posted for trading as may be selected by the Board) on the last business day immediately preceding the date of grant of such Option. If there is no trading on that date, the Exercise Price shall not be less than the greater of (i) the weighted average of the trading prices or (ii) the average daily high and low board lot trading prices, on the five consecutive trading days preceding the date of the grant. In the event the Shares are not listed on any exchange and do not trade on any dealing network, the Exercise Price will be determined by the Board.

## **2.5 Termination or Death**

- (a) In the event of the Termination of an Optionee, by reason of dismissal without cause or voluntary termination by the Optionee, each Option held by the Optionee will cease to be exercisable after the date which is 90 days following the Termination Date, or such longer period as determined by the Board. For greater certainty, such determination of a longer period may be made at any time subsequent to the date of grant of the Options and the Board may delegate authority to the Chief Executive Officer, the President and/or the Chief Financial Officer of the Corporation to make any determination with respect to the expiry or Termination Date of Options held by any departing Optionee, provided, however, that the Board, or its delegate, may

not extend the period for exercise beyond the original expiry date of the Option. If any portion of an Option has not vested on the Termination Date, the Optionee may not, after the Termination Date, exercise such portion of the Option which has not vested, provided that the Board may determine at any time, including for greater certainty at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. The Board may delegate authority to the Chief Executive Officer, the President, and/or the Chief Financial Officer to make any determination with respect to vesting of Options or any portion thereof held by any departing Optionee.

- (b) In the event an Optionee is dismissed with just cause, each Option held by such Optionee shall cease to be exercisable immediately upon the Termination Date.
- (c) If an Optionee dies, the legal representatives of the Optionee may exercise the Options held by the Optionee within a period after the date of the Optionee's death as determined by the Board, for greater certainty such determination may be made at any time subsequent to the date of grant of the Options, provided that no Option shall remain outstanding for any period which exceeds the earlier of (i) the expiry date of such Option; and (ii) 12 months following the date of death of the Optionee, but only to the extent the Options were by their terms exercisable on the date of death. The Board may determine at any time, including for greater certainty at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. The Board may delegate authority to the Chief Executive Officer, the President and/or the Chief Financial Officer to make any determination with respect to the expiry or Termination Date of Options or vesting of Options or any portion thereof held by any deceased Optionee. If the legal representative of an Optionee who has died exercises the Option of the Optionee in accordance with the terms of this Plan, the Corporation will have no obligation to issue the Shares until evidence satisfactory to the Corporation has been provided by the legal representative that the legal representative is entitled to act on behalf of the Optionee to purchase the Shares under this Plan.

## 2.6 Option Agreements

Each Option must be confirmed, and will be governed, by an agreement or certificate (an “**Option Agreement**”) in the form of Schedule “A” (as the same may be amended from time to time in accordance with this Plan and the rules and policies of any relevant stock exchange) signed by the Corporation and the Optionee. Each Option Agreement shall, if the Optionee is an Employee, or a Consultant, contain a representation and warranty by the Corporation and such Optionee that such Optionee is a *bona fide* Employee, or Consultant, as the case may be, of the Corporation or an Affiliate. In the event of any discrepancy between this Plan and an Option Agreement, the provisions of this Plan shall govern.

## 2.7 Payment of Option Price

The Exercise Price of each Share purchased under an Option plus such amount as may be required by applicable legislation for statutory withholdings as set out more fully in Section 2.10 hereof must be paid in full to the Corporation and upon receipt of payment in full, but subject to the terms

of this Plan, the number of Shares in respect of which the Option is exercised will be duly issued as fully paid and non-assessable. Share certificates representing the number of Shares in respect of which the Option has been exercised will be issued only upon payment in full of the relevant Exercise Price and, if applicable, statutory withholdings to the Corporation.

## **2.8 Acceleration on Change of Control**

In the event of a Change of Control, all Options outstanding shall be immediately exercisable, notwithstanding any determination of the Board pursuant to Section 2.2 hereof, if applicable. For greater certainty, upon a Change of Control, an Optionee shall not be treated any more favourably than holders of Shares with respect to the consideration that the Optionee would be entitled to receive for the Shares issuable upon exercise of their Options.

If the Optionee elects to exercise its Options following a Change of Control, the Optionee shall be entitled to receive, and shall accept, in lieu of the number of Shares which he was entitled upon such exercise, the kind and amount of shares and other securities, property or cash which such holder would have been entitled to receive as a result of such Change of Control, on the effective date thereof, had the Optionee been the registered holder of the number of Shares to which the Optionee was entitled to purchase upon exercise of such Options.

## **2.9 Amendment of Option Terms**

Subject to Section 3.5 hereof and the prior approval of any applicable regulatory authorities (as required), including any required approval of any relevant stock exchange, and the consent of the Optionee affected thereby, and without further shareholder approval, the Board may amend or modify any outstanding Option in any manner to the extent that the Board would have had the authority to initially grant the Option as so modified or amended, including without limitation, to change the date or dates as of which, or the price at which, an Option becomes exercisable.

## **2.10 Statutory Withholdings**

The exercise of each Option granted under the Plan is subject to the condition that if at any time the Corporation determines, in its discretion, that the satisfaction of withholding tax or other source deductions is necessary or desirable in respect of such exercise, such exercise is not effective unless such withholding has been effected to the satisfaction of the Corporation. In such circumstances, the Corporation may require that an Optionee pay to the Corporation, in addition to and in the same manner as the Exercise Price for the Shares, such amount as the Corporation is obliged to remit to the relevant taxing authority in respect of the exercise of the Option or, alternatively, the Corporation shall have the right in its discretion to satisfy any such liability for withholding or other required deduction by retaining any Shares acquired upon exercise of any Option and selling such Shares in the open market for and on behalf of the Optionee, or retaining any amount payable, to an Optionee by the Corporation, whether or not such amounts are payable under the Plan.

## **2.11 Blackout Periods**

An Option will be automatically extended past the expiry date of an Option governed by this Plan if such expiry date falls during, or within 48 hours after, a self-imposed period (a

“**blackout period**”) during which the Corporation prohibits Optionees from exercising their Options provided that the following requirements are satisfied:

- (a) The blackout period must be formally imposed by the Corporation pursuant to its internal trading policies. For greater certainty, in the absence of the Corporation formally imposing a blackout period, the expiry date of any Options will not be automatically extended.
- (b) The blackout period must expire following the general disclosure of the undisclosed material information. The expiry date of the affected Options will be extended by ten business days after the expiry of the blackout period.
- (c) The automatic extension of an Optionee’s Options will not be permitted where the Optionee or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation’s securities.
- (d) The automatic extension is available to all eligible Optionees under this Plan under the same terms and conditions.

## **ARTICLE 3**

### **MISCELLANEOUS**

#### **3.1 Right to Terminate Options on Sale of Corporation**

Notwithstanding any other provision of this Plan, if the Board at any time by resolution declares it advisable to do so in connection with any proposed sale or conveyance of all or substantially all of the property and assets of the Corporation or any proposed merger, consolidation, amalgamation or offer to acquire all of the outstanding Shares (collectively, the “**Proposed Transaction**”), the Corporation may give written notice to all Optionees advising that their respective Options may be exercised only within 90 days after the date of the notice and not thereafter, and that all rights of the Optionees under any Options not exercised will terminate at the expiration of the 90-day period, provided that the Proposed Transaction is completed within 180 days after the date of the notice. If the Proposed Transaction is not completed within the 180-day period, no right under any Option will be affected by the notice, except that the Option may not be exercised between the date of expiration of the 90-day period and the day after the expiration of the 180-day period.

#### **3.2 Prohibition on Transfer of Options**

Subject to Section 2.4, Options are personal to each Eligible Person. No Eligible Person may deal with any Options or any interest in them or Transfer any Options now or hereafter held by the Eligible Person. A purported Transfer of any Options in violation of the Plan will not be valid, the Corporation will not issue any Share upon the attempted exercise of improperly transferred Options, and the Options will be forfeited and cancelled.

### **3.3 Capital Adjustments**

If there is any change in the outstanding Shares by reason of a stock dividend or split, recapitalization, consolidation, combination or exchange of shares, or other fundamental corporate change, the Board will make, subject to any prior approval required of relevant stock exchanges or other applicable regulatory authorities, if any, an appropriate substitution or adjustment in (i) the Exercise Price of any unexercised Options under this Plan; (ii) the number or kind of shares or other securities reserved for issuance pursuant to this Plan; and (iii) the number and kind of shares subject to unexercised Options theretofore granted under this Plan; provided, however, that no substitution or adjustment will obligate the Corporation to issue or sell fractional shares. In the event of the reorganization of the Corporation or the amalgamation or consolidation of the Corporation with another corporation, the Board may make such provision for the protection of the rights of Eligible Persons and Optionees as the Board in its discretion deems appropriate. The determination of the Board, as to any adjustment or as to there being no need for adjustment, will be final and binding on all parties.

### **3.4 Non-Exclusivity**

Nothing contained herein will prevent the Board from adopting other or additional compensation arrangements for the benefit of any Eligible Person or Optionee, subject to any required regulatory or shareholder approval.

### **3.5 Amendment and Termination**

Subject to the requisite shareholder and regulatory approvals set forth under subparagraphs 3.5(a) and (b) below, including any required approval of any relevant stock exchange, the Board may from time to time amend or revise the terms of the Plan or may discontinue the Plan at any time provided however that no such action may, without the consent of the Optionee, in any manner adversely affect the Optionee's rights under any Option theretofore granted under the Plan.

- (a) The Board may, subject to receipt of requisite shareholder and regulatory approval, make the following amendments to the Plan or any Options granted thereunder:
  - (i) any amendment to increase the number of securities issuable under the Plan, including, if applicable, an increase to a fixed maximum number of securities or a change from a fixed maximum number of securities to a fixed maximum percentage;
  - (ii) any amendment to remove or exceed the Insider participation limits in Section 1.4;
  - (iii) any amendment to the exercise price of any Option issued under this Plan where such amendment reduces the Exercise Price of such Option (for this purpose, a cancellation or termination of an Option of an Optionee prior to its expiry for purposes of re-issuing Options to the same Optionee with a lower Exercise Price will be treated as an amendment to reduce the exercise price of an Option);
  - (iv) any amendment that extends the term of an Option beyond the original expiry date of such Option;

- (v) any amendment to this Section 3.5 relating to the amending provisions of this Plan;
  - (vi) any amendments to the definition of “Eligible Person” or eligible participants under this Plan that may permit the introduction or reintroduction of non-employee directors on a discretionary basis or amendments that increase limits previously imposed on non-employee director participation;
  - (vii) any amendment to Section 3.2 of this Plan that would permit Options to be assigned or transferred, other than for normal estate settlement purposes; and
  - (viii) any other amendments that may lead to significant or unreasonable dilution in the Corporation’s outstanding securities or may provide additional benefits to eligible participants, especially Insiders of the Corporation, at the expense of the Corporation and its existing shareholders.
- (b) The Board may, and without further shareholder approval, subject to receipt of requisite regulatory approval, where required, including any required approval of any relevant stock exchange, in its sole discretion make amendments to the Plan or any Option granted and the Option Agreement, that are not of the type contemplated in subsection 3.5(a) above, including, but not limited to:
- (i) a change to the vesting provisions of an Option or the Plan;
  - (ii) subject to subsection 3.5(a), any other amendments to Section 2.2 relating to the exercise of Options;
  - (iii) a change to the termination provisions of an Option or the Plan which does not entail an extension beyond the original expiry date;
  - (iv) a change to the definitions set out in Article 1 (other than the definition of “Eligible Person”);
  - (v) make amendments of an administrative nature, including but not limited to Section 1.2 relating to the administration of the Plan;
  - (vi) add or modify a cashless exercise feature providing for payment in cash or securities upon the exercise of Options or a clawback provision;
  - (vii) make any amendments required to comply with applicable laws or the requirements of the TSX or any regulatory body or stock exchange with jurisdiction over the Corporation;
  - (viii) to the Change of Control provisions provided for in Section 2.8. For greater certainty, any change made to Section 2.8 shall not allow an Optionee to be treated any more favourably than other holders of Shares with respect to the consideration that the Optionee would be entitled to receive for their Shares upon a Change of Control;

- (ix) a discontinuance of this Plan; and
  - (x) any change fundamental or otherwise, not requiring shareholder approval under applicable laws or the rules of the TSX or any other relevant stock exchange, including amendments of a “clerical” or “housekeeping” nature and amendments to ensure that the Options granted under the Plan will comply with any provisions respecting income tax and other laws in force in any country or jurisdiction of which an Eligible Person may from time to time be resident or a citizen.
- (c) Notwithstanding the provisions of subsection 3.5(b), the Corporation shall additionally obtain requisite shareholder approval in respect of amendments to the Plan that are contemplated pursuant to subsection 3.5(b), to the extent such approval is required by any applicable laws or regulations.

### **3.6 Compliance with Legislation**

The Board may postpone or adjust any exercise of any Option or the issue of any Shares pursuant to this Plan as the Board in its discretion may deem necessary in order to permit the Corporation to effect or maintain registration of this Plan or the Shares issuable pursuant thereto under the securities laws of any applicable jurisdiction, or to determine that the Shares and this Plan are exempt from such registration. The Corporation is not obligated by any provision of this Plan or any grant hereunder to sell or issue Shares in violation of any applicable law. In addition, if the Shares are listed on a stock exchange, the Corporation will have no obligation to issue any Shares pursuant to this Plan unless the Shares have been duly listed, upon official notice of issuance, on a stock exchange on which the Shares are listed for trading.

### **3.7 Designation of Consultants – Liability**

To the maximum extent permitted by applicable law, no officer of the Corporation or member or former member of the Board or any committee of the Board to which the duties of the Board hereunder are delegated shall be liable for any action or determination made in good faith with respect to the Plan or any award granted under it. To the maximum extent permitted by applicable law and the Articles and By-Laws of the Corporation and to the extent not covered by insurance, each Employee and member or former member of the Board or any committee of the Board to which the duties of the Board hereunder are delegated shall be indemnified and held harmless by the Corporation against any cost or expense (including reasonable fees of counsel reasonably acceptable to the Corporation) or liability (including any sum paid in settlement of a claim with the approval of the Corporation), and advanced amounts necessary to pay the foregoing at the earliest time and to the fullest extent permitted, arising out of any act or omission to act in connection with this Plan, except to the extent arising out of such officer’s, member’s or former member’s own fraud or bad faith. Such indemnification shall be in addition to any rights of indemnification the employees, officers, directors or members or former officers, directors or members may have under applicable law or under the Articles or By-Laws of the Corporation or Affiliate. Notwithstanding anything else herein, this indemnification will not apply to the actions

or determinations made by an individual with regard to awards granted to him or her under this Plan.

### **3.8 Clawback**

Notwithstanding any other provisions in this Plan, any Option which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Corporation pursuant to any such law, government regulation or stock exchange listing requirement). Without limiting the generality of the foregoing, the Board may provide in any case that outstanding Options (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Options or Shares acquired under Options will be subject to forfeiture and disgorgement to the Corporation, with interest and other related earnings, if the Optionee to whom the Option was granted violates (i) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which he or she is bound, or (ii) any policy adopted by the Corporation applicable to the Optionee that provides for forfeiture or disgorgement with respect to incentive compensation that includes Options under the Plan. In addition, the Board may require forfeiture and disgorgement to the Corporation of outstanding Options and the proceeds from the exercise or disposition of Options or Shares acquired under Options, with interest and other related earnings, to the extent required by law or applicable stock exchange listing standards, including and any related policy adopted by the Corporation. Each Optionee, by accepting or being deemed to have accepted an Option under the Plan, agrees to cooperate fully with the Board, and to cause any and all permitted transferees of the Optionee to cooperate fully with the Board, to effectuate any forfeiture or disgorgement required hereunder. Neither the Board nor the Corporation nor any other person, other than the Optionee and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Optionee or his or her permitted transferees, if any, that may arise in connection with this Section 3.8.

### **3.9 No Rights as Shareholder**

The holder of an Option shall not have any rights as a holder of Shares with respect to any of the Shares underlying an Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Exercise Price in respect of which the Option is being exercised).

### **3.10 No Rights to Continued Employment**

Nothing in the Plan or any Option shall confer upon an Optionee any right to continue in the employment or engagement of the Corporation or any Affiliate or affect in any way the right of the Corporation or any Affiliate to terminate his or her employment or engagement at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Affiliate to extend the employment or engagement of any Optionee beyond the date on which he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Affiliate, or beyond the date on which his or her relationship with the Corporation or any Affiliate would otherwise be terminated pursuant to the provisions of any employment, consulting or other contract for services with the Corporation or any Affiliate.

### **3.11 Effective Date**

This Plan shall be effective on May 13, 2024, as amended from time to time, subject to its approval by the shareholders of the Corporation and acceptance for filing by the TSX pursuant to Section 1.4.

**SCHEDULE "A"**

**NGEX MINERALS LTD. – SHARE OPTION PLAN**

**OPTION AGREEMENT**

**[Date]**

PERSONAL & CONFIDENTIAL

**[Name]**

**[Address]**

Dear **[Name]**:

This Option Agreement is entered into between NGEx Minerals Ltd. (the "**Corporation**") and the Optionee named above pursuant to the Corporation's Share Option Plan (the "**Plan**") and confirms that the Board has granted to you an option (the "**Option**") to purchase common shares (the "**Shares**") of the Corporation. This Option is granted on the basis set out in this option agreement, and is subject to the Plan, a copy of which is attached hereto. This Option Agreement and the Plan are referred to collectively below as the "**Option Documents**". All capitalized terms not otherwise defined shall have the meaning attributed to them in the Plan.

The award date of the Option is: \_\_\_\_\_

The total number of Shares that you may purchase pursuant to this Option is: \_\_\_\_\_

The Option Exercise Price per Share is: \_\_\_\_\_

Your rights to purchase Shares pursuant to this Option will expire on \_\_\_\_\_, 20\_\_ (the "**Expiry Date**").

Your rights to purchase Shares will vest as follows:

- (i) \_\_\_\_\_ ;
- (ii) \_\_\_\_\_ ;
- (iii) \_\_\_\_\_ ;
- (iv) \_\_\_\_\_ ;

all on the terms and subject to the conditions set out in the Plan.

Subject to earlier expiration in accordance with the Option Documents, your rights to purchase Shares pursuant to this Option will expire with respect to any vested portion at 5:00 p.m. on the Expiry Date.

This Option may be exercised in whole or in part in respect of vested Options at any time prior to the Expiry Date of the relevant Options by delivery of written notice to the Corporation's head office to the attention of the Corporate Secretary of the Corporation, specifying the number of Shares to be purchased, accompanied by payment by bank draft, certified cheque or such other payment that is acceptable to the Corporation (in its sole discretion) of the total purchase price of the Shares plus such amount as may be required by applicable legislation for statutory withholdings. This Option may not be exercised in amounts of less than 100 Shares in the case of any one exercise unless that exercise would entirely exhaust the Option.

The Optionee authorizes and the Corporation shall have the right to deduct and to collect and withhold from the Optionee or its agent, as the case may be, any amounts required by applicable legislation to be withheld for any taxes or otherwise with respect to awards hereunder. The Optionee acknowledges that in accordance with Section 2.10 of the Plan, the Corporation shall have the right in its discretion to satisfy any such liability for withholding or other required deduction by retaining any Shares acquired upon exercise of any Option and selling such Shares in the open market for and on behalf of the Optionee, or retaining any amount payable, to an Optionee by the Corporation, whether or not such amounts are payable under the Plan.

The Optionee acknowledges that the Optionee has read and understands the Plan and agrees that the Options are granted under and governed by the terms and conditions of the Plan, as may be amended or replaced from time to time.

Nothing in the Option Documents will affect our right to terminate your services, responsibilities, duties and authority at any time for any reason whatsoever.

In the event of your Termination by reason of dismissal without cause or voluntary termination by yourself, each Option held by you will cease to be exercisable after the date which is 90 days following the Termination Date, or such longer period as determined by the Board. For greater certainty, such determination of a longer period may be made at any time subsequent to the date of grant of the Options and the Board may delegate authority to the Chief Executive Officer, the President and/or the Chief Financial Officer of the Corporation to make any determination with respect to the expiry or Termination Date of Options held by you, provided, however, that the Board, or its delegate, may not extend the period for exercise beyond the original expiry date of the Option. If any portion of an Option has not vested on the Termination Date, you may not, after the Termination Date, exercise such portion of the Option which has not vested, provided that the Board may determine at any time, including for greater certainty at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. The Board may delegate authority to the Chief Executive Officer, the President, and/or the Chief Financial Officer to make any determination with respect to vesting of Options or any portion thereof held by you.

In the event you are dismissed with just cause, each Option held by you shall cease to be exercisable immediately upon the Termination Date.

All decisions made by the Board with regard to any questions arising in connection with the Option Documents, whether of interpretation or otherwise, will be binding and conclusive on all parties.

This Option Agreement and the Option rights granted to you are personal and may not be sold, pledged, transferred, assigned or encumbered in any way, other than by will or by the applicable laws of descent.

This Option and the Shares issuable upon exercise of this Option may be subject to certain restrictive hold periods as prescribed by applicable securities legislation and the policies of the TSX, as may be in force from time to time.

If the Optionee is not a Director or senior officer of the Corporation, the Optionee and the Corporation represent and warrant to each other that the Optionee:

- (a) is a *bona fide* “Employee” of the Corporation, which is defined as being an individual regularly employed on a full-time or part-time basis by the Corporation or its Affiliate; OR
- (b) is a *bona fide* “Consultant” of the Corporation, which is defined as being, in relation to the Corporation, an individual (other than an Employee, Director or officer of the Corporation or any Affiliate) or company that:
  - (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to an Affiliate of the Corporation, other than services provided in relation to a distribution, for a period of at least 12 months;
  - (ii) provides the services under a written contract between the Corporation or the Affiliate and the individual or company, as the case may be;
  - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate of the Corporation; and
  - (iv) who otherwise qualifies as a “consultant” under section 2.22 of National Instrument 45-106.

The Corporation hereby certifies that the class of securities that is referenced in this Option is not registered under the United States Securities Exchange Act of 1934.

**Note to reporting insiders:** Please remember to comply with your reporting issuer requirements within the time prescribed by applicable securities legislation. Insider reports in Canada may only be filed electronically on the web-based system known as SEDI ([www.sedi.ca](http://www.sedi.ca)). **We anticipate that you will handle the filing of your own insider reports.**

Please acknowledge acceptance of your Option rights on these terms by signing where indicated below on this letter and returning the signed copy to the Corporation to the attention of the Corporate Secretary. By signing and delivering a copy of this option agreement, you are acknowledging receipt of a copy of the Plan and are agreeing to be bound by all of the terms of the Option Documents.

Yours truly,

**NGEX MINERALS LTD.**

By: \_\_\_\_\_

I, \_\_\_\_\_, (the “**Option Holder**”) have read the Option Documents and hereby acknowledge and agree to accept this Option and to be bound by the Option Documents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Option Holder \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name: \_\_\_\_\_  
(Printed)