AEGIS RESOURCES LTD.
Suite 1890 – 1075 West Georgia Street
Vancouver, BC, V6E 3C9

2026 **ANNUAL** **GENERAL & SPECIAL** **MEETING**	Notice of Annual General & Special Meeting of Shareholders Management Information Circular
Place:	De Novo Accounting Corp. Suite 1890 – 1075 West Georgia Street Vancouver, British Columbia, V6E 3C9 Canada Teleconference: Toll free number from Canada and the USA: 1-877-407-8816 Passcode: 56199, followed by the # sign
Time:	11:00 a.m. (Vancouver Time)
Date:	Thursday, August 13, 2026

CORPORATE DATA

Head Office

Aegis Resources Ltd.
Suite 1890 – 1075 West Georgia Street
Vancouver, BC, V6E 3C9

Directors and Officers

Alejandro Adams – CEO, CFO & Director
Cecil Bond – Director
Bryce Roxburgh – Director
Paul Joyce – Director

Registrar and Transfer Agent

Computershare Investor Services Inc.
3rd Floor, 510 Burrard Street
Vancouver, BC V6C 3B9

Legal Counsel

Gowling WLG (Canada) LLP
Suite 2300, Bentall 5
550 Burrard Street
Vancouver, BC, V6C 2B5

Auditor

De Visser Gray LLP
Chartered Professional Accountants
401-905 West Pender St.,
Vancouver, BC, V6C 1L6

Listing
Reporting Issuer (unlisted)

AEGIS RESOURCES LTD.

Suite 1890 – 1075 West Georgia Street
Vancouver, BC, V6E 3C9
(604) 687-2038

NOTICE OF ANNUAL GENERAL & SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the Annual General & Special Meeting (the "Meeting") of the shareholders of Aegis Resources Ltd. (hereinafter called the "Company") will be held at **Suite 1890, 1075 West Georgia Street, Vancouver, BC, V6E 3C9**, on **Thursday, August 13, 2026** at **11:00 a.m**. (Vancouver time), for the following purposes:

1. To receive the audited financial statements of the Company for the fiscal period from the date of incorporation on February 27, 2025 to December 31, 2025 together with the report of the auditors thereon;

2. To set the number of directors at four (4);

3. To elect directors of the Company for the ensuing year;

4. To appoint De Visser Gray LLP, Chartered Professional Accountants, as auditors for the ensuing year and to authorize the directors to fix their remuneration;

5. To consider and, if deemed advisable, to pass an ordinary resolution of shareholders approving the Company's stock option plan (the "**Stock Option Plan**") as more particularly described in the accompanying Information Circular dated July 3, 2026 (the "**Information Circular**");

6. To transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

Accompanying this Notice is the Company's Information Circular, a form of Proxy and a Financial Statement Request Form. The accompanying Information Circular provides information relating to the matters to be addressed at the Meeting and is incorporated into this Notice.

To access the Meeting by teleconference, dial toll free from Canada and the USA at 1-877-407-8816.
When prompted, enter the passcode: 56199, followed by the # sign.

The Company has elected to use the notice-and-access provisions under National Instrument 54-101 - Communication *with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 - *Continuous Disclosure Obligations* (the "**Notice-and-Access Provisions**") for the Meeting. The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials that must be physically mailed to shareholders by allowing the Company to post the Information Circular, the Company's 2025 audited financial statements and the related management's discussion and analysis, and any additional materials (collectively, the "**Meeting Materials**") online.

The Company is using the Notice-and-Access Provisions to deliver the Meeting Materials to registered shareholders and non-objecting beneficial owners of Common Shares ("**NOBOs**"). Registered shareholders and NOBOs will receive a notice package containing this Notice of Meeting, a form of proxy or voting instruction form, as applicable, and a financial statement request form, but will not receive paper copies of the Meeting Materials unless requested. The Company does not intend to pay intermediaries to forward the notice package or the Meeting Materials to objecting beneficial owners of Common Shares (“**OBOs**”). Accordingly, OBOs will not receive the notice package or the Meeting Materials unless their intermediary assumes the cost of delivery.

The Company will not use the procedure known as “stratification” in connection with the Notice-and-Access Provisions. Stratification occurs when a reporting issuer using notice-and-access provides a paper copy of the information circular to some shareholders together with the notice package. In connection with the Meeting, registered shareholders and NOBOs will receive the required notice-and-access materials, which will not include a paper copy of the Meeting Materials unless requested. As noted above, the Company does not intend to pay intermediaries to forward the notice package or the Meeting Materials to OBOs.

Shareholders are urged to review the Information Circular carefully before voting on the matters to be considered at the Meeting. The Information Circular is available on the Company’s website at www.aegisresourcesltd.com and under the Company’s profile on SEDAR+ at www.sedarplus.ca.

Any shareholder who wishes to receive a paper copy of the Meeting Materials, including the Information Circular, should contact the Company at Suite 1890 - 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9, by fax at (604) 687-3141, by telephone at 604-687-2038 or by email at info@denovogroup.ca. In order to receive a paper copy in time to vote before the Meeting, requests should be received by August 1, 2026. Shareholders may also use the phone number noted above to obtain additional information about the Notice-and-Access Provisions.

Registered Shareholders

Every registered holder of common shares of the Company (the “Common Shares”) at the close of business on **July 3, 2026** is entitled to receive notice of, and to vote such Common Shares in advance of the Meeting.

Registered shareholders who are unable to attend the Meeting in person and who wish to ensure that their Common Shares will be voted at the Meeting are requested to complete, sign and deliver the enclosed form of proxy to the Proxy Dept., Computershare Investor Services Inc. (“Computershare”), 320 Bay St. 14th Floor, Toronto, ON M5H 4A6. In order to be valid and acted upon at the Meeting, forms of proxy must be returned to the aforesaid address not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment(s) thereof. Further instructions with respect to the voting by proxy are provided in the form of proxy and in the Information Circular accompanying this Notice.

Non-Registered Shareholders

Shareholders may beneficially own Common Shares that are registered in the name of a broker, another intermediary or an agent of that broker or intermediary (“Non-Registered Shareholders”). Without specific instructions, intermediaries are prohibited from voting shares for their clients. **If you are a Non-Registered Shareholder, it is vital that the voting instruction form provided to you by Computershare, your broker, intermediary or its agent is returned according to the instructions provided in or with such form, sufficiently in advance of the deadline specified, to ensure that they are able to provide voting instructions on your behalf.**

DATED at Vancouver, British Columbia, this 3rd day of July, 2026.

BY ORDER OF THE BOARD

(signed) “Alejandro Adams”
CEO, CFO & Director

AEGIS RESOURCES LTD.

#1890 – 1075 West Georgia Street
Vancouver, BC, V6E 3C9

INFORMATION CIRCULAR

(Containing information as at July 3, 2026 unless indicated otherwise)

SOLICITATION OF PROXIES

This Information Circular (the "Information Circular") is furnished in connection with the solicitation of proxies by the management of Aegis Resources Ltd. (the "Company") for use at the Annual General & Special Meeting of Shareholders of the Company (and any adjournment thereof) to be held at **11:00 a.m**. PDT on **Thursday, August 13, 2026** (the "Meeting") at **Suite 1890, 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9**.

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally, by telephone or by other means of communication by the directors, officers and regular employees of the Company. All costs of this solicitation will be borne by the Company. The Company has made arrangements for intermediaries to forward solicitation materials to non-objecting beneficial owners of Common Shares ("**NOBOs**"), and the Company may reimburse such intermediaries for reasonable fees and disbursements incurred by them in so doing. As described under "Notice-and-Access", the Company does not intend to pay intermediaries to forward the notice-and-access materials or the Meeting Materials to objecting beneficial owners of Common Shares ("**OBOs**").

In this Information Circular, references to the "**Aegis**", the "**Company**", "**we**" and "**our**" refer to Aegis Resources Inc.; "**Common Shares**" means common shares in the authorized share structure of the Company; "**Beneficial Shareholders**" means Shareholders who do not hold Common Shares in their own name; and "**Intermediaries**" refers to brokers, investment firms, clearing houses and other similar entities that hold securities on behalf of the Beneficial Shareholders.

The contents and the sending of this Information Circular have been approved by the directors of the Company.

DATE OF INFORMATION CIRCULAR

Information contained in this Information Circular is given as at July 3, 2026 unless otherwise indicated.

APPOINTMENT OF PROXYHOLDER

The individuals named (the "**Management Nominees**") in the accompanying form of proxy (the "**Proxy**") are directors or officers of the Company. **IF YOU ARE A SHAREHOLDER ENTITLED TO VOTE AT THE MEETING, YOU HAVE THE RIGHT TO APPOINT A PERSON OR COMPANY OTHER THAN EITHER OF THE PERSONS DESIGNATED IN THE PROXY, WHO NEED NOT BE A SHAREHOLDER, TO ATTEND AND ACT FOR YOU AND ON YOUR BEHALF AT THE MEETING. YOU MAY DO SO EITHER BY STRIKING OUT THE NAMES OF MANAGEMENT'S NOMINEES AND INSERTING THE DESIRED PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE PROXY OR BY COMPLETING ANOTHER FORM OF PROXY.** If your Common Shares are held in physical form (i.e. paper form) and are registered in your name, then you are a registered shareholder. However, if, like most shareholders, you keep your Common Shares in a brokerage account, then you are a non-registered shareholder. The manner for voting is different for registered and non-registered shareholders. The instructions below should be read carefully by all shareholders.

REVOCATION OF PROXIES

A shareholder who has given a proxy may revoke it by an instrument in writing executed by the shareholder or by his attorney authorized in writing or, where the shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered to the Company, at Suite 1890, 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9, at any time up to and including the last business day preceding the day of the Meeting, or if adjourned, any reconvening thereof, or in any other manner provided by law. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

REGISTERED SHAREHOLDERS

Registered shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered shareholders electing to submit a Proxy may do so by:

(a) completing, dating and signing the enclosed Proxy and returning it to the Company's transfer agent, Computershare Investor Services Inc. ("Computershare"), by mail or by hand to the 320 Bay St. 14th Floor, Toronto, ON M5H 4A6;

(b) using a touch-tone phone to transmit voting choices to the toll-free number indicated in the Proxy. Registered shareholders must follow the instructions of the voice response system and refer to the enclosed Proxy form for the holder's account number and the proxy control number; or

(c) using the Internet through the website of the Company's transfer agent at www.investorvote.com. Registered shareholders must follow the instructions that appear on the screen and refer to the enclosed Proxy form for the holder's account number and the proxy control number;

in all cases ensuring that the Proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the time for the Meeting or the adjournment thereof at which the Proxy is to be used.

INFORMATION FOR NON-REGISTERED SHAREHOLDERS

Only registered holders of Common Shares or the persons they appoint as their proxyholders are permitted to vote at the Meeting. In many cases, Common Shares beneficially owned by a holder (a "Non-Registered Holder") are registered either:

(a) in the name of an Intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the shares. Intermediaries include banks, trust companies securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; OR

(b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (CDS) of which the Intermediary is a participant.

To access the Meeting by teleconference, dial toll free from Canada and the USA at 1-877-407-8816. When prompted, enter the passcode: 56199, followed by the # sign.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as “NOBOs”. Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as “OBOs”.

Pursuant to National Instrument 54-101 (“NI 54-101”) of the Canadian Securities Administrators, the Company has distributed copies of proxy-related materials in connection with this Meeting (including this Information Circular) directly to the NOBOs and indirectly to Non-Registered Holders through the Intermediaries for onward distribution.

Intermediaries that receive the proxy-related materials are required to forward the proxy-related materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Intermediaries often use service companies to forward the proxy-related materials to Non-Registered Holders.

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

The Company will not be paying for Intermediaries to deliver to OBOs (who have not otherwise waived their right to receive proxy-related materials) copies of the proxy-related materials and related documents. Accordingly, an OBO will not receive copies of the proxy-related materials and related documents unless the OBO’s Intermediary assumes the costs of delivery.

Generally, Non-Registered Holders who have not waived the right to receive proxy-related materials (including OBOs who have made the necessary arrangements with their Intermediary for the payment of delivery and receipt of such proxy-related materials) will be sent a voting instruction form which must be completed, signed and returned by the Non-Registered Holder in accordance with the Intermediary’s directions on the voting instruction form. In some cases, such Non-Registered Holders will instead be given a proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. This form of proxy does not need to be signed by the Non-Registered Holder, but, to be used at the Meeting, needs to be properly completed and deposited with Computershare as described under “Voting of Proxies” below.

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of the Common Shares that they beneficially own. Should a Non-Registered Holder wish to attend and vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should insert the Non-Registered Holder's (or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the corresponding instructions on the form.

Non-Registered Holders should carefully follow the instructions of their Intermediaries and their service companies, including instructions regarding when and where the voting instruction form or Proxy form is to be delivered.

All references to shareholders in this Information Circular and the accompanying form of Proxy and Notice of Meeting are to shareholders of record unless specifically stated otherwise.

VOTING OF PROXIES

The Common Shares represented by a properly executed Proxy in favour of persons proposed by management as proxyholders in the accompanying form of Proxy will:

(a) be voted or withheld from voting in accordance with the instructions of the person appointing the proxyholder on any ballot that may be taken; and

(b) where a choice with respect to any matter to be acted upon has been specified in the form of Proxy, be voted in accordance with the specification made in such Proxy.

ON A POLL SUCH SHARES WILL BE VOTED **IN FAVOUR** OF EACH MATTER FOR WHICH NO CHOICE HAS BEEN SPECIFIED OR WHERE BOTH CHOICES HAVE BEEN SPECIFIED BY THE SHAREHOLDER.

The enclosed form of Proxy when properly completed and delivered and not revoked confers discretionary authority upon the person appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the Notice of Meeting, and with respect to other matters which may properly come before the Meeting. If any amendments or variations to matters identified in the Notice of Meeting are properly brought before the Meeting or any further or other business is properly brought before the Meeting, it is the intention of the persons designated in the enclosed form of Proxy to vote in accordance with their best judgment on such matters or business. At the time of the printing of this Information Circular, the management of the Company knows of no such amendment, variation or other matter that may be presented to the Meeting.

NOTICE-AND-ACCESS

Notice-and-Access is a mechanism which allows reporting issuers other than investment funds to choose to deliver proxy-related materials to registered holders and beneficial owners of its securities by posting such materials on a non-SEDAR+ website (usually the reporting issuer's website and sometimes the transfer agent's website) rather than delivering such materials by mail. The notice-and-access provisions under National Instrument 54-101 and National Instrument 51-102 (the "Notice-and-Access Provisions") can be used to deliver materials for both special and general meetings. The use of the Notice-and-Access Provisions is intended to reduce paper waste and mailing costs to the issuer. In order for the Company to utilize the Notice-and-Access Provisions to deliver proxy-related materials, the Company must send a notice to Shareholders indicating that the proxy-related materials for the Meeting have been posted electronically on a website that is not SEDAR+ and explaining how a Shareholder can access them or obtain a paper copy of those materials. Upon request, beneficial owners are entitled to delivery of a paper copy of the information circular at the reporting issuer's expense. This Information Circular and other materials related to the Meeting have been posted in full on the Company's Meeting website at **www. aegisresourcesltd.com** and under the Company's SEDAR+ profile at **www.sedarplus.ca.**

In order to use the Notice-and-Access Provisions, a reporting issuer must set the record date for the meeting at least 40 days prior to the meeting to ensure there is sufficient time for the materials to be posted on the applicable website and the notice of meeting and form of proxy to be delivered to Shareholders. The requirements for the notice of meeting are that the Company shall provide basic information about the Meeting and the matters to be voted on, explain how a Shareholder can obtain a paper copy of this Information Circular, and explain the Notice-and-Access process. The Notice of Meeting, containing this information, has been delivered to Shareholders by the Company, along with the applicable voting document (a form of proxy in the case of registered Shareholders or a voting instruction form in the case of non-registered Shareholders).

The Company will not rely upon the use of "stratification". Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of the information circular to some, but not all, of its shareholders, together with the notice of meeting. In relation to the Meeting, registered shareholders and NOBOs will receive the documentation required under the Notice-and-Access Provisions and all documents required to vote at the Meeting. OBOs will not receive the notice-and-access materials, the Meeting Materials or other materials relating to the Meeting unless their intermediary assumes the cost of delivery. No registered shareholder or NOBO will receive a paper copy of this Information Circular from the Company or any intermediary unless such shareholder specifically requests one.

The Company will deliver the notice-and-access materials to registered shareholders and to NOBOs, directly or indirectly through intermediaries. The Company does not intend to pay intermediaries to forward the notice-and-access materials or the Meeting Materials to OBOs. Accordingly, OBOs will not receive the notice-and-access materials or the Meeting Materials unless their intermediary assumes the cost of delivery.

Any Shareholder who wishes to receive a paper copy of this Information Circular may contact the Company in writing by mail at: Suite 1890, 1075 West Georgia Street, Vancouver, BC, V6E 3C9; by fax at (604) 687-3141, by telephone at 604-687-2038 or by email at info@denovogroup.ca**.**

In order to ensure that a paper copy of this Information Circular can be delivered to a requesting Shareholder in time for such Shareholder to review this Information Circular and return a proxy or voting instruction form so that it is received not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays) prior to the time set for the Meeting or any adjournment of the Meeting, it is strongly suggested that Shareholder ensure their request is received no later than **August 1, 2026**. All Shareholders may call toll free at 604-687-2038 in order to obtain additional information about the Notice-and-Access Provisions or to obtain a paper copy of this Information Circular, up to and including the date of the Meeting, including any adjournment of the Meeting.

ADVICE TO BENEFICIAL HOLDERS OF COMMON SHARES

The information set forth in this section is of significant importance to many Shareholders, as a substantial number of Shareholders do not hold Common Shares in their own name. Beneficial Shareholders should note that only Proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting. Beneficial

Shareholders who are NOBOs are expected to receive the notice-and-access materials from the Company or through their intermediaries. Beneficial Shareholders who are OBOs will not receive the notice-and-access materials or the Meeting Materials unless their intermediary assumes the cost of delivery. OBOs should contact their intermediary if they have questions about the delivery of materials or voting instructions for the Meeting.

If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of the Shareholder's broker or an agent of that broker. In the United States, the vast majority of such shares are registered under the name of Cede & Co. as nominee for The Depositary Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks), and in Canada under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings unless the Beneficial Shareholders have waived the right to receive meeting material. Every intermediary has its own mailing procedures and provides specific return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting.

If you are a Beneficial Shareholder, the form of proxy supplied to you by your broker (or its agent) is similar to the form of Proxy provided to registered Shareholders by the Company. However, its purpose is limited to instructing the intermediary how to vote on your behalf. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Communications Solutions Canada *(*"**Broadridge**"*)* in the United States and in Canada. Broadridge mails a voting instruction form in lieu of a proxy provided by the Company. The voting instruction form will name the Management Designees to represent you at the Meeting. You have the right to appoint a person (who need not be a Shareholder of the Company), other than the persons designated in the voting instruction form, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **If you receive a voting instruction form from Broadridge, you cannot use it to vote Common Shares directly at the Meeting. It must be returned to Broadridge well in advance of the Meeting in order to have the Common Shares voted.**

Although, as a Beneficial Shareholder, you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your broker (or agent of your broker), you may attend at the Meeting as proxyholder for your broker and vote the Common Shares in that capacity. If you wish to attend at the Meeting and indirectly vote your Common Shares as proxyholder for your broker or have a person designated by you to do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the voting instruction form provided to you and return the same to your broker (or your broker's agent) in accordance with the instructions provided by your broker (or agent), well in advance of the Meeting.

Alternatively, you may request in writing that your broker send you a legal Proxy which would enable you, or a person designated by you, to attend at the Meeting and vote your Common Shares.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Authorized Capital:	an unlimited number of Common Shares without par value
Issued and Outstanding:	53,705,720[(1)] Common Shares without par value

[(1)] As at July 3, 2026 and the date hereof.

Only shareholders of record at the close of business on **July 3, 2026** (the "Record Date") who either personally attend the Meeting or who have completed and delivered a form of Proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their Common Shares voted at the Meeting.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders will have one vote, and on a poll every shareholder present in person or represented by a Proxy and every person who is a representative of one or more corporate shareholders, will have one vote for each Common Share registered in that shareholder's name on the list of shareholders as at the Record Date, which is available for inspection during normal business hours at Computershare and will be available at the Meeting. **Shareholders represented by proxy holders are not entitled to vote on a show of hands.**

To the knowledge of the directors and executive officers of the Company no person or company beneficially owns, directly or indirectly, or exercises control or direction over Common Shares carrying 10% or more of the voting rights attached to all voting securities of the Company as at the date hereof.

CURRENCY

Unless otherwise specified, all dollar amounts presented in this Information Circular are in Canadian currency.

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

Other than as set forth in this Information Circular, no person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial period, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon other than the election of directors or the appointment of auditors.

FINANCIAL STATEMENTS

The audited financial statements of the Company for the financial period from the date of incorporation on February 27, 2025 to December 31, 2025, together with the auditor's report thereon and the related management discussion and analysis, will be placed before the Meeting. Additional information may be obtained upon request from the Company at Suite 1890, 1075 West Georgia Street, Vancouver, BC, V6E 3C9, telephone number +1 (604) 687-2038. These documents and additional information are also available under the Company's profile on SEDAR+ (www.sedarplus.ca).

VOTES NECESSARY TO PASS RESOLUTIONS

Except in respect of the election of directors, a simple majority of the affirmative votes cast at the Meeting, whether in person, virtually or by proxy, is required to pass the resolutions described in this Information Circular.

With respect to the election of directors, Shareholders may vote "**FOR**" or "**WITHHOLD**" from voting in respect of each individual nominee. Votes withheld from the election of a director will be counted for purposes of determining quorum but will not constitute votes cast in favour of the election of such nominee. Unless otherwise instructed, the Management Designees named in the accompanying form of proxy intend to vote FOR the election of each of the nominees listed in this Information Circular.

RECCOMENDATION OF THE BOARD

The Board unanimously recommends that Shareholders vote **FOR** all resolutions to be considered at the Meeting, including **FOR** the election of each of the nominees listed in this Information Circular.

EXECUTIVE COMPENSATION

GENERAL

"company" or "companies" (other than the "Company" as defined above) includes other types of business organizations such as partnerships, trusts, controlled business entities 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;

"**named executive officer**" or "**NEO**" 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, including an individual performing functions similar to a chief executive officer;

(b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;

(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 subsection 1.3(5), 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 plan, 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;

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

Based on the foregoing definition, during the last fiscal period of the Company, the Company had one (1) NEO, namely, **Alejandro Adams**, CFO and CEO of the Company.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company thereof to each NEO and each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Company, for the period from the date of incorporation on February 27, 2025 to December 31, 2025.

Table of compensation excluding compensation securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Alejando Adams[(1)] CEO, CFO, & Director.	2025	$25,000	Nil	Nil	Nil	Nil	$25,000
Bryce Roxburgh [(2)] Director	2025	$4,000	Nil	Nil	Nil	Nil	$4,000
Paul Joyce[(3)] Director	2025	$4,000	Nil	Nil	Nil	Nil	$4,000
Cecil Bond[(4)] Director	2025	$4,000	Nil	Nil	Nil	Nil	$4,000

Notes:
(1) Alejandro Adams was appointed as director on February 27, 2025 and as CEO, CFO on July 25, 2025.
(2) Bryce Roxburgh was appointed as a director on July 25, 2025.
(3) Paul Joyce was appointed as a director on July 25, 2025.
(4) Cecil Bond was appointed as a director July 25, 2025.

External Management Companies

The Company has no management agreements or arrangements under which the management functions of the Company are performed other than by its directors and executive officers.

Stock Options and Other Compensation Securities

The following table sets forth all stock options granted to NEOs and directors of the Company during the period from incorporation on February 27, 2025 to December 31, 2025.

Name and Position	Type of Compensation Security	Number of compensation securities, number of underlying securities, and percentage of class (1)	Date of issue or Grant	Exercise Price ($)	Closing Price(2) on Date of Grant ($)	Closing Price(2) at December 31, 2025 ($)	Expiry Date
Alejando Adams *CEO, CFO, & Director*	Stock Options	750,000(3) stock options exercisable into 750,000 common shares. 1.40%	October 14, 2025	$0.15	N/A	N/A	October 14, 2030
Bryce Roxburgh *Director*	Stock Options	750,000(4) stock options exercisable into 750,000 common shares. 1.40%	October 14, 2025	$0.15	N/A	N/A	October 14, 2030
Paul Joyce *Director*	Stock Options	750,000(5) stock options exercisable into 750,000 common shares. 1.40%	October 14, 2025	$0.15	N/A	N/A	October 14, 2030
Cecil Bond *Director*	Stock Options	750,000(6) stock options exercisable into 750,000 common shares. 1.40%	October 14, 2025	$0.15	N/A	N/A	October 14, 2030

Notes:

(1) Percentage is calculated based on the number of issued and outstanding common shares as at December 31, 2025.
(2) The Company is unlisted and its shares are not publicly traded. The Company's most recent private placement financing completed on September 9, 2025, at a price of $0.10 per share..
(3) At December 31, 2025, Mr. Adams held a total of 750,000 stock options to purchase 750,000 common shares (as at December 31, 2025, these stock options have not yet vested).
(4) At December 31, 2025, Mr. Roxburgh held a total of 750,000 stock options to purchase 750,000 common shares (as at December 31, 2025, these stock options have not yet vested).
(5) At December 31, 2025, Mr. Joyce held a total of 750,000 stock options to purchase 750,000 common shares (as at December 31, 2025, these stock options have not yet vested).
(6) At December 31, 2025, Mr. Bond held a total of 750,000 stock options to purchase 750,000 common shares (as at December 31, 2025, these stock options have not yet vested).

Exercise of Compensation Securities by Directors and NEOs

No director or NEO exercised any compensation securities during the period from December 31, 2025.

Other than as set forth in the foregoing table and under "Stock Options and Other Compensation Securities" below, the NEOs and directors did not receive, during the most recently completed financial year, any compensation pursuant to any standard arrangement for the compensation of directors for their services in their capacity as directors, including any additional amounts payable for committee participation or special assignments, any other arrangement in addition to, or in lieu of, any standard arrangement for the compensation of directors in their capacity as directors, or any arrangement for the compensation of directors for services as consultants or experts.

Stock Options and Other Compensation Securities

There were 3,000,000 compensation securities granted or issued to NEOs or directors during the period from incorporation on February 27, 2025 to December 31, 2025.

Employment, Consulting and Management Contracts

Other than as disclosed elsewhere in this Information Circular, there are no employment, consulting, or management agreements or arrangements in place between the Company (or any of its subsidiaries) and any director, Named Executive Officer, or other individual.

Oversight and Description of Director and NEO Compensation

The Company does not have a formal compensation program. The Board is responsible for ensuring that the Company has in place an appropriate plan for executive compensation and for making recommendations with respect to the compensation of the Company's executive officers. The Board is responsible for all matters relating to the compensation of the directors and executive officers of the Company with respect to: (i) general compensation goals and guidelines and the criteria by which bonuses and stock compensation awards are determined; (ii) amendments to any equity compensation plans adopted by the Board and changes in the number of shares reserved for issuance thereunder; and (iii) other plans that are proposed for adoption or adopted by the Company for the provision of compensation. The general objectives of the Company's compensation strategy are to: (a) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value; (b) align management's interests with the long-term interests of shareholders; (c) provide a compensation package that is commensurate with other junior mineral exploration companies to enable the Company to attract and retain talent; and (d) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is a junior mineral exploration company without a history of earnings.

Pension Plan

The Company does not have any form of pension plan that provides for payments or benefits to the NEO at, following, or in connection with retirement. The Company does not have any form of deferred compensation plan.

Stock Options

The Company is seeking shareholder approval for the adoption of a 10% rolling stock option plan (the "**Stock Option Plan**"). The Stock Option Plan reserves for issuance, upon the exercise of options granted pursuant to the Stock Option Plan, a maximum of 10% of the issued and outstanding shares of the Company at any time. The purpose of the Stock Option Plan established by the Company is to attract and retain employees, officers, directors, consultants and management company employees to motivate them to advance the interests of the Company by affording them the opportunity to acquire an equity interest in the Company through stock options granted under the Stock Option Plan. The Stock Option Plan is expected to benefit the Company's shareholders by enabling the Company to attract and retain and encourage the continued involvement of personnel with the Company.

The Board has sole discretion to determine the key employees and/or consultants to whom it recommends that grants be made and to determine the terms and conditions of the options forming part of such grants. Individual grants are determined by an assessment of an individual's current and expected future performance, level of responsibilities and the importance of the position to the Company.

See "Disclosure Respecting Security-Based Compensation Arrangements – Stock Option Plan".

Directors

Each director is eligible to receive stock options pursuant to the Stock Option Plan.

DISCLOSURE RESPECTING SECURITY-BASED COMPENSATION ARRANGEMENTS

Stock Option Plan

The Stock Option Plan has been prepared by the Company in the form of a '10% rolling' stock option plan reserving for issuance upon the exercise of options granted pursuant to the Stock Option Plan a maximum of 10% of the issued and outstanding shares of the Company at any time, less any shares required to be reserved with respect to options granted by the Company prior to the implementation of the Stock Option Plan. Adoption of the Stock Option Plan is subject to the approval of shareholders at the Meeting.

The Stock Option Plan is administered by the Board and provides that the Board may from time to time, in its discretion grant to directors, officers and consultants to the Company, non-transferable options to purchase Common Shares for a period of up to ten years from the date of the grant provided that the number of Common Shares reserved for issuance may not exceed 10% of the total issued and outstanding Common Shares at the date of the grant.

The purpose of the Stock Option Plan is to attract and retain employees, officers, directors, consultants and management company employees to motivate them to advance the interests of the Company by affording them the opportunity to acquire an equity interest in the Company through stock options granted under the Option Plan. The Stock Option Plan is expected to benefit the Company's shareholders by enabling the Company to attract and retain and encourage the continued involvement of personnel with the Company.

Shareholders should note that the text of the Stock Option Plan includes references to stock exchange policies. While the Company is currently an unlisted reporting issuer, these provisions have been incorporated to align the Company's compensation practices with listed market standards. Until the Company's shares are listed on a recognized exchange, the Board of Directors will administer the Plan in compliance with applicable corporate legislation, and exchange-specific clauses will remain inactive or be interpreted in a manner consistent with an unlisted entity. The Stock Option Plan incorporates the following terms and conditions:

1. only eligible persons, being directors, officers, employees, consultants, management company employees and consultants of the Company or its subsidiaries will be entitled to receive options under the Stock Option Plan;

2. the total maximum number of Common Shares that may be reserved and available for grant pursuant to the Stock Option Plan cannot exceed 10% of the total issued and outstanding Common Shares as at the date of a grant. Any options that are forfeited, have expired, are terminated or are cancelled for any reason whatsoever will be available for new grants under the Stock Option Plan;

3. If and for so long as the Shares are listed on the Exchange:

   (a) the maximum aggregate number of Common Shares that may be reserved for issuance pursuant to the Stock Option Plan (including all security based compensation) to insiders of the Company ("Insiders"), as a group, shall not exceed 10% of the Common Shares outstanding at any point in time unless the Company has obtained prior approval of the "disinterested shareholder" approval;

   (b) the maximum aggregate number of options granted or issued to Insiders (as a group) under the Stock Option Plan together with any other share compensation arrangement within any 12 month period may not exceed 10% of the outstanding Common Shares calculated as at the date of any Option granted or issued, to any Insider, unless the Company has obtained prior approval of the disinterested shareholders of the Company;

   (c) the maximum aggregate number of Common Shares reserved for issuance pursuant to the Stock Option Plan or any other share compensation arrangement to any one individual (and any companies owned by that individual) within any 12-month period shall not exceed 5% of the Common Shares outstanding at any the date any Options are granted or issued to that individual unless the Company has obtained prior approval of the disinterested shareholders of the Company;

   (d) Investor Relations Service Providers may not receive any security-based compensation other than Options;

   (e) the maximum aggregate number of Shares that may be reserved under the Plan or any Other Share Compensation Arrangement for issuance to any one Consultant within a 12 month period shall not exceed 2% of the Outstanding Issue, calculated as at the date an Option is granted or issued to the Consultant; and

   (f) the maximum aggregate number of Shares that may be reserved under the Plan or any Other Share Compensation Arrangement for issuance to Investor Relations Service Providers within a 12 month period shall not exceed 2% of the Outstanding Issue at the time of grant and such Options must vest in stages over a period of 12 months.

The exercise price of a per Share under an Option shall be determined by the Board or Committee, in its discretion, at the time such option is granted, but such price shall not be less than the Market Price (as such term is defined in the Stock Option Plan), less any allowable discount under applicable Exchange Policies and, in any event, the exercise price per Share will not be less than the minimum amount required by the Exchange. "Market Price" means the last closing price of the Shares on the trading day immediately preceding the day on which the Option is granted; provided that if there are no trades on such day then the last closing price within the preceding ten trading days will be used, and if there are no trades within such ten-day period, then the simple average of the bid and ask prices on the trading day immediately preceding the day of grant will be used); provided further that if at any time the Shares are not listed and posted for trading an Exchange, the Market Price shall be the price that is determined by the Board or the Committee acting in good faith.

4. the option period for an Option shall be determined by the Board at the time the option is granted and shall be exercisable for a maximum of ten years from the date the Option is granted;

5. if an eligible optionee ceases to be a director, officer, employee, management company employee, or consultant of the Company (including Investor Relations Service Providers) for any reason, excluding death, after which time the Option will expire within a reasonable period (not to exceed one year) following the date the optionee ceases to be in such role determined by the Board or Committee, in its discretion, not to exceed the original expiry date of such Option;

6. the Stock Option Plan does not contain any mandated vesting provisions except for Investor Relations Service Providers which must vest in stages over a period of not less than 12 months such that no more than 1/4 of the options vest no sooner than three months after the options were granted, no more than another 1/4 of the options vest no sooner than six months after the options were granted, no more than another 1/4 of the options vest no sooner than nine months after the options were granted and the remainder of the options vest no sooner than 12 months after the options were granted;

7. the options are non-assignable and non-transferable and can only be exercised by the optionee as long as the optionee remains an eligible optionee pursuant to the Stock Option Plan;

8. in the event of the death of an Optionee, an Option which remains exercisable may be exercised in accordance with its terms by the person or persons to whom such Optionee rights under the Option shall have passed under the Optionee’s will or pursuant to law, for a period not exceeding the earlier of one year from the Optionee’s death and the original expiry date of such 0ption;

9. the exercise price and the number of Common Shares which are subject to an option may be adjusted from time to time in the event of reclassifications, reorganizations or changes in the capital structure of the Company;

10. on the occurrence of a takeover bid made for all or any of the issued and outstanding Common Shares, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise shall be exercisable in full to enable the Common Shares subject to such options to be issued and tendered to such bid and, in the case of options granted to Investor Relations Service Providers, there can be no acceleration of the vesting requirements applicable to the options without the prior written approval of the Exchange; and

11. specific disinterested shareholder approval is required to reduce the exercise price of an option for an optionee who is an Insider, and on any extension of the option period beyond its original expiration date of any options held by Insiders.

As at December 31, 2025, there were 3,625,000 stock options outstanding. The foregoing is a summary only of the principal terms of the Stock Option Plan. A copy of the Stock Option Plan may be inspected at the head office of the Company at Suite 1890, 1075 West Georgia Street, Vancouver, British Columbia, during normal business hours. In addition, a copy of the Stock Option Plan will be mailed, free of charge, to any shareholder who requests in writing. Any such requests should be mailed to the Company at its head office, to the attention of the Chief Financial Officer.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following table provides information regarding compensation plans under which securities of the Company are authorized for issuance to directors, officers, employees and consultants in effect as of the end of the Company's most recently completed financial year being December 31, 2025.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights[(1)] (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity Compensation Plans Approved By Securityholders (Stock Option Plan)	3,475,000 [(2)]	$0.15	1,895,572
Equity Compensation Plans Not Approved By Securityholders	N/A	N/A	N/A
Total	**3,475,000**	**$0.15**	**1,895,572**

Notes:

(1) Represents the number of Common Shares available for issuance upon (i) exercise of outstanding options which have been granted under the existing Stock Option Plan as at December 31, 2025;

(2) Granted under the existing Stock Option Plan as at December 31, 2025.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

At no time during the Company's most recently completed financial year, or as of the date hereof, was any director, executive officer, employee, proposed management nominee for election as a director of the Company, nor any associate of any such director, executive officer, or proposed management nominee of the Company, or any former director, executive officer or employee of the Company or any of its subsidiaries, indebted to the Company or any of its subsidiaries, or indebted to another entity where such indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries other than routine indebtedness.

CORPORATE CEASE TRADE ORDERS OR BANKRUPTCIES

Other than as disclosed below, to the best knowledge of the Company, none of the proposed directors (or any of their personal holding companies) of the Company:

(a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company, including the Company, that:

  (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, executive officer or chief financial officer; or

  (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, executive officer or chief financial officer; or

(b) is as at the date of this Information Circular or has been within the 10 years before the date of this Information Circular, a director or executive officer of any company, including the Company, that while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager as trustee appointed to hold the assets of the proposed director.

None of the proposed directors (or any of their personal holding companies) has been subject to:

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than mentioned below, and as set forth elsewhere in this Information Circular and other than transactions carried out in the ordinary course of business of the Company or any of its subsidiaries, no proposed nominee for election as a director, none of the directors or executive officers of the Company, a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company, nor any shareholder beneficially owning, directly or indirectly, Common Shares, or exercising control or direction over Common Shares, or a combination of both, carrying more than 10% of the voting rights attached to the outstanding Common Shares nor an associate or affiliate of any of the foregoing persons has since the commencement of the Company's last completed financial year any material interest, direct or indirect, in any transactions which materially affected or would materially affect the Company or any of its subsidiaries.

On September 3, 2025, the Company completed a non-brokered private placement financing consisting of 12,000,000 common shares ("Shares") at a price of $0.10 per Share, whereas Cecil Bond, a director of the Company, subscribed for an aggregate of 200,000 Shares; Paul Joyce, a director of the Company, subscribed indirectly for an aggregate of 200,000 Shares; and Bryce Roxburgh, a director of the Company, subscribed for an aggregate of 1,000,000 Shares.

MANAGEMENT CONTRACTS

The Company has no management agreements or arrangements under which the management functions of the Company are performed other than by its directors and executive officers.

AUDIT COMMITTEE

Under National Instrument 52-110 – Audit Committees ("NI 52-110"), companies are required to provide disclosure with respect to their audit committee, including the text of the audit committee's charter, the composition of the audit committee and the fees paid to the external auditor. This information is set out in the attached Schedule "A" to this Information Circular.

DISCLOSURE OF CORPORATE GOVERNANCE PRACTICE

National Instrument 58-101, *Disclosure of Corporate Governance Practices* ("NI 58-101") requires reporting issuers to disclose the corporate governance practices, on an annual basis, that they have adopted. The Company's approach to corporate governance is provided in Schedule "B".

PARTICULARS OF MATTERS TO BE ACTED UPON

A. Election of Directors

For the purposes of electing directors of the Company, the Shareholders will be asked at the Meeting to pass an ordinary resolution (the "**Directors Election Resolution**"), in substantially the following form:

"**BE IT RESOLVED, AS AN ORDINARY RESOLUTION THAT**:

1. The number of directors of the Aegis Resources Ltd. (the "**Company**") be fixed at four (4); and

2. The four (4) management nominees for directors, being Alejandro Adams, Bryce Roxburgh, Cecil Bond, and Paul Joyce, be elected as directors of the Company to hold office until the earlier of the election of directors at the next annual general meeting or until their successors are elected or appointed."

Recommendation of Directors

The Board unanimously recommends that Shareholders vote IN FAVOUR of the Directors Election Resolution.

In order to pass the Directors Election Resolution, a simple majority of the votes cast by Shareholders, present virtually or by proxy at the Meeting, is required.

Unless the Shareholder has specified in the enclosed form of proxy that the Common Shares represented by such proxy are to be withheld from voting on the Directors Election Resolution, the persons named in the enclosed form of proxy will vote FOR the Directors Election Resolution.

The directors of the Company are elected annually and hold office until the next annual general meeting of the Shareholders or until their successors are elected or appointed, unless the office is vacated earlier in accordance with the Articles of the Company and the *Business Corporations Act* (British Columbia) or unless a director becomes disqualified to act as a director. Management of the Company proposes to nominate the persons listed below for election as directors of the Company to serve until the next annual general meeting of the Company or until their successors are elected or appointed.

The following table sets out the names of management's nominees for election as directors, the province or state and the country in which each is ordinarily resident, all offices of the Company now held by each of them, if any, their principal occupations or employment during the past five years, the period of time each has been a director of the Company, and the number of Common Shares beneficially owned by each, directly or indirectly, or over which control or direction is exercised, as at the Record Date.

Name, Position, Province or State and Country of Residence(1)	**Principal Occupation During Past Five Years (1)**	**Director Since**	**Number of Common Shares beneficially owned or controlled or directed, directly or indirectly(2)**
Alejandro Adams *CEO, CFO, Director* Port Moody, British Columbia	CPA, CGA; Director of the Company since February 27, 2025 and CEO/CFO of the Company since July, 2025; Director of Adamera Minerals Corp., since July 2020.	July 25, 2025	29,713
Bryce Roxburgh(2) *Director* NSW, Australia	Geologist; Director of the Company since July 2025. Director of Andina Copper Corporation since July 2025; Director of Targa Exploration Corp., since March 2026; Director of Rugby Resources Ltd., from August 2007 to July 2025.	July 25, 2025	4,642,430(3)
Paul Joyce(2) *Director* NSW, Australia	Geologist; Director of the Company, since July 2025; Director of Rugby Resources Ltd. from November 2007 to July 2025.	July 25, 2025	1,171,500(4)

Name, Position, Province or State and Country of Residence(1)	Principal Occupation During Past Five Years (1)	Director Since	Number of Common Shares beneficially owned or controlled or directed, directly or indirectly(2)
Cecil Bond(2) *Director* Langley, British Columbia	CPA and Businessman. Director of the Company since July 25, 2025; Director of Inflection Resources since March 2019 and of Red Canyon Resources since July 2021. Director of Rugby Resources Ltd & Executive Vice President Finance from March 2018 to July 2025. Director of QuestEx Gold & Copper Ltd. (formerly Colorado Resources Ltd.) from April 2018 to June 2022. Director of Colossal Gold Resources Ltd since January 2026 .	July 25, 2025	394,350

Notes:

(1) The information as to country of residence, principal occupation and number of Common Shares beneficially owned by the nominees (directly or indirectly or over which control or direction is exercised) is not within the knowledge of the management of the Company and has been furnished by the respective nominees.

(2) Denotes a member of the Audit Committee.

(3) The 4,642,430 common shares are owned or controlled by Rowen Company Ltd. ("**Rowen**"), a private company controlled by Mr. Roxburgh.

(4) Of the 1,171,500 Common Shares held by Paul Joyce, 200,000 common shares are held by Berenvy Pty, Limited, a private company controlled by Mr. Joyce.

Management does not contemplate that any of its nominees will be unable to serve as a director. If any vacancies occur in the slate of nominees listed above before the Meeting, then the persons designated by management of the Company in the enclosed Proxy intend to exercise discretionary authority to vote the shares represented by proxy for the election of any other persons as directors. No proposed director is being elected under any arrangement or understanding between the proposed director and any other person or company.

Corporate Cease Trade Orders or Bankruptcies

To the knowledge of the Company, no proposed director:

(a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

(i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;

(b) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties and Sanctions

To the knowledge of the Company, no proposed director:

(a) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with the securities regulatory authority; or

(b) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

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

B. **Appointment of Auditor**

At the Meeting, Shareholders will be asked to pass an ordinary resolution of the Shareholders (the "**Auditor Resolutions**") appointing De Visser Gray LLP, Chartered Professional Accountants as the Company's auditor for the ensuing year, to hold office until the close of the next annual general meeting of Shareholders or until the firm of De Visser Gray LLP, is removed from office or resigns as provided by the Company's constating documents, and authorizing the Board to fix the compensation of the auditor.

The complete text of the Auditor Resolutions which the Company intends to place before the Meeting for approval, with or without modification, is as follows:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION THAT:

1. De Visser Gray LLP be appointed as the auditor of Aegis Resources Ltd. (the "**Company**") for the ensuing year, to hold office until the close of the next annual general meeting of shareholders or until the firm of De Visser Gray LLP, is removed from office or resigns as provided by the Company's constating documents, and authorizing the Company's board of directors to fix the compensation of the auditor; and

2. Any one or more directors and officers of the Company be authorized to perform all such acts, deeds and things and execute, under seal of the Company or otherwise, all such documents and other writings, as may be required to give effect to the true intent of these resolutions."

Recommendation of Directors

The Board unanimously recommends that Shareholders vote IN FAVOUR of the Auditor Resolutions.

In order to pass the Auditor Resolutions, a simple majority of the votes cast by Shareholders, present virtually or by proxy at the Meeting, is required.

Unless the Shareholder has specified in the enclosed form of proxy that the Common Shares represented by such proxy are to be withheld from voting on the Auditors Resolutions, the persons named in the enclosed form of proxy will vote FOR the Auditors Resolutions.

C. Approval of Stock Option Plan

The Company's Stock Option Plan was approved by the Directors of the Company on July 3, 2026. Approval of the Stock Option Plan is being sought by the Shareholders at the annual meeting of Shareholders. At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, to pass an ordinary resolution (the "2026 Stock Option Plan Resolution") to approve the Stock Option Plan of the Company.

A summary of the material provisions of the Stock Option Plan is described above under the heading "Disclosure Respecting Security-Based Compensation Arrangements – Stock Option Plan".

Adoption of the Stock Option Plan is subject to the approval of shareholders at the Meeting.

The 2026 Stock Option Plan Resolution, which, to be effective, must be passed by not less than a majority of the votes cast by Shareholders at the Meeting.

The text of the ordinary resolution approving the Stock Option Plan is as follows:

> **"BE IT RESOLVED** as an ordinary resolution that**:**
>
> 1. the Company's stock option plan (the "Stock Option Plan"), as more particularly described in the Information Circular dated July 3, 2026, be and is hereby approved and confirmed, including the reservation for issuance under the Stock Option Plan at any time of a maximum of 10% of the then issued and outstanding Common Shares of the Company;
>
> 2. The maximum number of common shares of the Company reserved for issuance under the Plan shall be 10% of the issued and outstanding common shares of the Company from time to time, subject to adjustment in accordance with the terms of the Stock Option Plan;
>
> 3. The Board of Directors of the Company be and it is hereby authorized to make any such amendments or modifications to the Stock Option Plan as may be required by applicable corporate or securities regulatory authorities, or as the Board of Directors may, in its sole discretion, deem necessary or advisable, without requiring further approval of the shareholders of the Company, subject to the amendment provisions contained within the Stock Option Plan itself; and

4. Any one or more directors or officers of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and instruments, and to do all such choices, acts, and things as in such person's opinion may be necessary or desirable to give effect to the intent of this resolution."

Recommendation of Directors

The Board unanimously recommends that Shareholders vote IN FAVOUR of the Stock Option Plan Resolution.

In order to pass the Stock Option Plan Resolution, a simple majority of the votes cast by Shareholders, present virtually or by proxy at the Meeting, is required.

Unless the Shareholder has specified in the enclosed form of proxy that the Common Shares represented by such proxy are to be withheld from voting on the Stock Option Plan Resolution, the persons named in the enclosed form of proxy will vote FOR the Stock Option Plan Resolution.

ANY OTHER MATTERS

Management of the Company knows of no matters to come before the meeting other than those referred to in the Notice of Meeting accompanying this Information Circular. However, if any other matters properly come before the meeting, it is the intention of the persons named in the form of proxy accompanying this Information Circular to vote the same in accordance with their best judgment of such matters.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the SEDAR+ website located at www.sedarplus.ca "Company Profiles – Aegis Resources Ltd.". The Company's financial information is provided in the Company's audited comparative financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR+ website at the location noted above. Shareholders of the Company may request copies of the Company's financial statements and related Management Discussion and Analysis by contacting the Company at Suite #1890, 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9, phone: (604) 687-2038.

SCHEDULE "A"

AUDIT COMMITTEE

Composition of the Audit Committee

Following the election of the directors pursuant to this Information Circular, the following will be the members of the Audit Committee:

Member	Independent (1)	Financially literate(2)
Cecil Bond (Chairman)	Yes	Yes
Paul Joyce	Yes	Yes
Bryce Roxyburgh	Yes	Yes

Notes:

(1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company which could, in the view of the Board of Directors, reasonably interfere with the exercise of a member's independent judgment.
(2) An individual is financial literate if he has the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.
(3) A third Audit Committee member is to be appointed after the Meeting.

Relevant Education and Experience

The following is a summary of the audit committee members' education and experience which is relevant to the performance of their responsibilities as an audit committee member:

Cecil Bond is a Chartered Professional Accountant (CPA CA) with over 30 years of experience in public and private companies. Over the last 25 years he has held various positions in a number of public exploration companies with activities in Canada, South America, Africa, Europe and Australia. He was the Chief Financial Officer of Exeter until it was purchased by Goldcorp Inc. in 2017. Cecil is currently a director of Inflection Resources Ltd and has served as a director and held senior positions in a number of other public and private companies. He has successfully managed capital raisings and the spin out of Exeter's high grade gold/ silver Cerro Moro project in Argentina to Extorre Gold Mines Limited which was taken over by Yamana Gold in August 2012.

Paul Joyce graduated with a Bachelor of Arts in the field of Earth Sciences from Macquarie University, Sydney in 1972 and completed a postgraduate Diploma of Geo-science, majoring in Mineral Economics. Paul is a Fellow of the Australian Institute of Geo-scientists and has over 40 years of exploration and development experience in gold and copper deposits in Australia, South East Asia, Central and South America. His past work experience includes Senior Geologist for Cyprus Gold Australia, Exploration Manager for Climax Mining Ltd and Country Manager-Philippines for Climax Arimco Mining Corp.

Bryce Roxburgh is a founding shareholder of Rugby, has worked since graduation in mineral exploration. Bryce initially worked for Amoco Minerals Australia Company and Cyprus Mines Corporation as Regional Manager for Eastern Australia & South East Asia until 1989, where his exploration teams discovered the Selwyn and Red Dome mines. For the next decade, he was Exploration Manager for Arimco N.L. and Climax Mining Limited in Eastern Australia, South East Asia and South America where his teams which discovered the Didipio gold-copper mine in the Philippines. In 2003 he established and managed Exeter Resource Corporation which discovered the Caspiche copper gold porphyry in Chile subsequently acquired by Goldcorp (now Newmont). Bryce was co-Chairman of Extorre Gold Mines Ltd which was spun-out from Exeter with the Cerro Moro gold silver discovery in Argentina. Extorre was acquired by Yamana Gold (now Pan American Silver).

The Audit Committee Charter

The text of the Audit Committee's Charter is as follows:

I. Mandate

The primary function of the audit committee (the "Committee") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting, and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors

II. Composition

The Committee shall be comprised of three directors as determined by the Board of Directors, a majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

III. Meetings

The Committee shall meet a least quarterly, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the Chief Financial Officer and the external auditors in separate sessions.

IV. Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

1. Review and update this Charter annually.

2. Review the Company's financial statements, MD&A and any annual and interim earnings press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

3. Review annually the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.

4. Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with independence Standards Board Standard 1.

5. Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.

6. Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.

7. Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.

8. At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

9. Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.

10. Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.

11. Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if

    i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;

    ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and

iii. such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

12. In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.

13. Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

14. Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.

15. Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.

16. Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

17. Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.

18. Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

19. Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

20. Review certification process.

21. Establish a procedure for the confidential, anonymous submission by employees of the Company of concern regarding questionable accounting or auditing matters.

22. Review any related-party transactions.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. Part 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

Pre-Approval Policies and Procedures

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading "*Responsibilities and Duties - External Auditors*".

External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditors, for the period from the date of incorporation on February 27, 2025 to December 31, 2025, for audit fees are as follows:

Financial Year Ending	Audit Fees(1)	Audit Related Fees(2)	Tax Fees(3)	All Other Fees(4)
2025	$30,000	Nil	Nil	Nil

Notes:

(1) The aggregate audit fees billed.

(2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements which are not included under the heading "Audit Fees".

(3) Fees billed for preparation of Company's corporate tax return.

(4) The aggregate fees billed for products and services other than as set out under the headings "Audit Fees", "Audit Related Fees" and "Tax Fees".

(5) The Company was incorporated on February 27, 2025, therefore there were no auditor fees billed by the Company in 2024.

Exemption

The Company is relying upon the exemption in section 6.1 of the National Instrument 52-110 – *Audit Committees*, which exempts venture issuers (as defined therein) from the requirements of Part 3 *(Composition of the Audit Committee*) and Part 5 *(Reporting Obligations)* of that instrument.

SCHEDULE "B"

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

Corporate governance relates to the activities of the board of directors of the Company (the "Board"), the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Company. The Board is committed to sound corporate governance practices which are both in the interest of its shareholders and contribute to effective and efficient decision making. National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices for Venture Issuers in Form 58-101F2, which disclosure is set out below.

Board of Directors

Structure and Compensation

The Board is currently composed of four (4) directors.

National Policy 58-201 suggests that the board of directors of reporting issuers should be constituted with a majority of individuals who qualify as "independent" directors under National Instrument 52-110 ("NI 52-110"), which provides that a director is independent if he or she has no direct or indirect "material relationship" with the company. "Material relationship" is defined as a relationship which could, in the view of the company's board of directors, be reasonably expected to interfere with the exercise of a director's independent judgment. In addition, under NI 52-110, an individual who is, or has been within the last three years, an employee or executive officer of an issuer, is deemed to have a "material relationship" with the issuer.

Applying the definition set out in section 1.4 of NI 52-110, three (3) of the four (4) members of the Board are independent. The members who are independent are Bryce Roxburgh, Cecil Bond, and Paul Joyce. Alejandro Adams is not independent by virtue of the fact that he is an executive officer of the Company (Mr. Adams holds the positions of CEO and CFO).

The independent directors exercise their responsibilities for independent oversight of management, and are provided with leadership through their position on the Board and ability to meet independently of management whenever it is deemed necessary.

The quantity and quality of the Board compensation is reviewed on an annual basis. At present, the Board is satisfied that the current Board compensation arrangements, which currently includes incentive stock options, adequately reflect the responsibilities and risks involved in being an effective director of the Company. In the year ended December 31, 2025, Alejandro Adams, director, CEO and CFO of the Company received $25,000 cash compensation; Bryce Roxburgh, Paul Joyce and Cecil Bond received each $4,000 cash compensation in directors' fees.

The following directors of the Company and proposed nominees are directors of other reporting issuers:

Director	Company
Alejandro Adams	Adamera Minerals Corp.
Bryce Roxburgh	Andina Copper Corporation Targa Exploration Corp.
Cecil Bond	Inflection Resources, Ltd. Red Canyon Resources Ltd.
Paul Joyce	N/A

Mandate of the Board

The mandate of the Board is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company's affairs directly and through the Audit Committee and Compensation Committee. In fulfilling its mandate, the Board, among other matters, is responsible for reviewing and approving the Company's overall business strategies and its annual business plan, reviewing and approving the annual corporate budget and forecast, reviewing and approving significant capital investments outside the approved budget; reviewing major strategic initiatives to ensure that the Company's proposed actions accord with shareholder objectives; reviewing succession planning; assessing management's performance against approved business plans and industry standards; reviewing and approving the reports and other disclosure issued to shareholders; ensuring the effective operation of the Board; and safeguarding shareholders' equity interests through the optimum utilization of the Company's capital resources. The Board also takes responsibility for identifying the principal risks of the Company's business and for ensuring these risks are effectively monitored and mitigated to the extent reasonably practicable. At this stage of the Company's development, the Board does not believe it is necessary to adopt a written mandate, as sufficient guidance is found in the applicable corporate legislation and regulatory policies. However, as the Company grows, the Board will move to develop a formal written mandate.

In keeping with its overall responsibility for the stewardship of the Company, the Board is responsible for the integrity of the Company's internal control and management information systems and for the Company's policies respecting corporate disclosure and communications.

Each member of the Board understands that he is entitled to seek the advice of an independent expert if he reasonably considers it warranted under the circumstances.

The positions of President and CEO are combined. The Board believes the Company is well served and the independence of the Board from management is not compromised by the combined role. The Board does not consider it necessary to have any formal structures or procedures in place to ensure that the Board can function independently of management. The Board believes that its proposed composition, in which at the date of this Information Circular, three (3) of four (4) are members of management are independent, is sufficient to ensure that the Board can function independently of management.

Board Committees

The Board does not currently have any standing committees other than its Audit Committee. Given the Company's current size and stage of development, the Board performs the functions of a compensation and nominating committee as a whole. The Boad will review this position from time to time as the Company's operations expand.

Audit Committee

The Audit Committee is composed of three directors as named above. The operation of the Audit Committee is described under "Schedule "A" in this Circular.

Orientation and Continuing Education

The Board does not currently have a formal orientation or continuing education program for new directors. New board members are provided with copies of historical corporate records, financial statements, and material contracts. Management and legal counsel are available to brief new directors on the Company's business, operations, and legal obligations. The Board intends to formalize an orientation process as the Company expands its operations.

Reference is made to the table under the heading *"Election of Directors"* in the Information Circular for a description of the current principal occupations of the Board.

Ethical Business Conduct

The Board has not yet adopted a written code of business conduct and ethics at this stage. The Board promotes a culture of ethical conduct by expecting its directors and officers to conduct themselves with the highest oversight standards and in compliance with the BC Business Corporations Act. Directors with a material interest in any transaction being considered by the Board are required to declare their interest and abstain from voting on such matters.*Nomination of Directors*

The Board determines new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the CEO. The Board monitors but does not formally assess the performance of individual Board members or committee members or their contributions.

Other Board Committees

Committees of the Board are an integral part of the Company's governance structure. At the present time, the Company has an Audit Committee. Disclosure with respect to the Audit Committee, as required by NI 52-110 – *Audit Committees*, is contained in Schedule "A" in this Information Circular. As the Company grows, and its operations and management structure become more complex, the Board will likely find it appropriate to constitute other formal standing committees, such as a Corporate Governance Committee and Compensation and Nominating Committee, and to ensure that such committees are governed by written charters and are composed of at least a majority of independent directors.

Assessments

The Board does not, at present, have a formal process in place for assessing the effectiveness of the Board as a whole, its committees or individual directors, but will consider implementing one in the future should circumstances warrant. Based on the Company's size, its stage of development and the limited number of individuals on the Board, the Board considers a formal assessment process to be inappropriate at this time. The

Board plans to continue evaluating its own effectiveness on an *ad hoc* basis. The current size of the Board is such that the entire Board takes responsibility for selecting new directors and assessing current directors. Proposed directors' credentials are reviewed in advance of a Board Meeting with one or more members of the Board prior to the proposed director's nomination.

SCHEDULE "C"

2026 STOCK OPTION PLAN

AEGIS RESOURCES LTD.
(the “Company”)

STOCK OPTION PLAN 2025

1. OBJECTIVES

The Plan is intended as an incentive to enable the Company to:

(a) attract and retain qualified Directors, Officers, Employees, Management Company Employees and Consultants of the Company and its subsidiaries;

(b) promote a proprietary interest in the Company and its subsidiaries among its Directors, Officers, Employees, Management Company Employees and Consultants; and

(c) stimulate the active interest of such persons in the development and financial success of the Company and its subsidiaries.

2. DEFINITIONS

As used in the Plan, the terms set forth below shall have the following respective meanings:

“**Affiliate**” has the meaning ascribed thereto in the BCBCA;

“**Associate**” has the meaning ascribed thereto under Securities Laws;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**Board**” means the board of directors of the Company;

“**Change of Control**” means:

(a) the sale, lease or other disposition of all or substantially all of the Company’s assets to a Person or a combination of Persons at arm’s length to the Company and its Affiliates, whether pursuant to one or more transactions or as a result of liquidation or dissolution of the Company;

(b) the Company amalgamates, merges or enters into a plan of arrangement with another company at arm’s length to the Company and its Affiliates, other than an amalgamation, merger or plan of arrangement that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving or resulting entity) more than 50% of the combined voting power of the surviving or resulting entity outstanding immediately after such amalgamation, merger or plan of arrangement; or

(c) any Person or combination of persons at arm’s length to the Company and its Affiliates acquires or becomes the beneficial owner of, directly or indirectly, more than 20% of the voting securities of the Company, whether through the acquisition of previously issued and outstanding voting securities, or of voting securities that have not been previously issued, or any combination thereof, or any other transaction having a similar effect, and such Person or combination of Persons exercise(s) the voting power attached to such securities in a manner that causes the Incumbent Directors to cease to constitute a majority of the Board; or

(d) any Person or combination of Persons at arm's length to the Company and its Affiliates acquires or becomes the beneficial owner of, directly or indirectly, more than 50% of the voting securities of the Company, whether through the acquisition of previously issued and outstanding voting securities, or of voting securities that have not been previously issued, or any combination thereof, or any other transaction having a similar effect; and

(e) the removal, by extraordinary resolution of the shareholders of the Company, of more than 51% of the then Incumbent Directors of the Company, or the election of a majority of directors to the Board who were not nominees of the incumbent Board at the time immediately preceding such election;

"**Committee**" means a committee of the Board that the Board may, in accordance with subsection 3.1, designate to administer the Plan;

"**Company**" means Aegis Resources Ltd., a company existing under the BCBCA;

"**Consultant**" means, in relation to the Company, an individual or Consultant Company, other than an Employee, a Officer, a Management Company Employee or a Director of the Company or any of its subsidiaries, that:

(a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to any of its subsidiaries other than services provided in relation to a distribution of securities;

(b) provides the services under a written contract between the Company or any of its subsidiaries and the individual or the Consultant Company; and

(c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any of its subsidiaries;

"**Consultant Company**" means a Consultant that is a company;

"**Director**" means a means a director (as defined under Securities Laws) of Company or of any of its subsidiaries;

"**Effective Date**" has the meaning ascribed thereto in subsection 20.1 hereof;

"**Employee**" means an individual who:

(a) is considered an employee of the Company or its subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source);

(b) works full-time for the Company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or

(c) works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source;

"**Exchange**" means the stock exchange or trading platform upon which the Shares trade.

"**Exchange Policies**" means the policies of the Exchange published by the Exchange, as may be amended from time to time;

"**Insider**" has the meaning ascribed thereto under Securities laws;

"**Investor Relations Activities**" has the meaning ascribed thereto under Securities Laws;

"**Investor Relations Service Provider**" means any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

"**Management Company Employee**" means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company;

"**Market Price**" means the last closing price of the Shares on the trading day immediately preceding the day on which the Option is granted; provided that if there are no trades on such day then the last closing price within the preceding ten trading days will be used, and if there are no trades within such ten-day period, then the simple average of the bid and ask prices on the trading day immediately preceding the day of grant will be used); provided further that if at any time the Shares are not listed and posted for trading an Exchange, the Market Price shall be the price that is determined by the Board or the Committee acting in good faith.

"**Officer**" means an officer (as defined under Securities Laws) of the Company or of any of its subsidiaries;

"**Option**" means an option to purchase Shares granted under or subject to the terms of the Plan;

"**Option Agreement**" means a written agreement or certificate between the Company and an Optionee that evidences the Option and sets forth the terms, conditions and limitations applicable to an Option;

"**Option Period**" means the period for which an Option is granted;

"**Optionee**" means a 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;

"**Other Share Compensation Arrangement**" means, other than the Plan and any Options, any employee stock purchase plan or other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including but not limited to a purchase of Shares from treasury which is financially assisted by the Company by way of loan, guarantee or otherwise;

"**Outstanding Issue**" means the number of Shares that are outstanding immediately prior to the Share issuance or Option grant in question;

"Person" means a company or individual;

"**Plan**" means this Stock Option Plan of the Company;

"**Securities Laws**" means the securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Company;

“**Shares**” means common shares without par value in the capital stock of the Company as the same are presently constituted; and

3. ADMINISTRATION OF THE PLAN

3.1 The Plan will be administered by the Board or by the Committee consisting of two or more Directors who may be designated from time to time to serve as the Committee for the Plan, all of the sitting members of which shall be current Directors. Notwithstanding the existence of any such Committee, the Board itself will retain independent and concurrent power to undertake any action hereunder delegated to the Committee, whether with respect to the Plan as a whole or with respect to individual Options granted or to be granted under the Plan.

3.2 Subject to the limitations of the Plan, the Board shall have full power to grant Options, to determine the terms, limitations, restrictions and conditions respecting such Options and to settle, execute and deliver Option Agreements and bind the Company accordingly, to interpret the Plan and to adopt such rules, regulations and guidelines for carrying out the Plan as it may deem necessary or proper, all of which powers shall be exercised in the best interests of the Company and in keeping with the objectives of the Plan.

3.3 Notwithstanding any provision of this Plan, the Board may, in its discretion grant Options as it sees fit, or otherwise accelerate the vesting or exercisability of any Option, eliminate or make less restrictive any restrictions contained in an Option, provide for the extension of the Option Period of an outstanding Option, waive any restriction or other provision of the Plan or an Option or otherwise amend or modify an Option in any manner that is either:

(a) not adverse to the Optionee holding such Option; or

(b) consented to by such Optionee;

subject to any required approvals of any stock exchange or regulatory body having jurisdiction over the securities of the Company. In the case of Options granted to Investor Relations Service Providers, there can be no acceleration of the vesting requirements applicable to the Options without the prior written approval of the Exchange, if required.

3.4 The Board or Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Option in the manner and to the extent deemed necessary or desirable to carry it into effect. Any decision of the Board or Committee in the interpretation and administration of the Plan shall lie within its absolute discretion and shall be final, conclusive and binding on all parties concerned. No member of the Board or Committee shall be liable for anything done or omitted to be done by such member, by any other member of the Board or Committee or by any officer of the Company, in connection with the performance of any duties under the Plan, except those which arise from such member’s own wilful misconduct or as expressly provided by statute.

3.5 All costs associated with the administration of the Plan shall be paid by the Company, other than broker’s fees or commissions payable pursuant to section 16.

4. ELIGIBILITY FOR OPTIONS

4.1 Options may be granted to Directors, Officers, Employees, Management Company Employees and Consultants of the Company or its subsidiaries, including an issuer all the voting securities of which are owned by such persons, who are, in the opinion of the Board or Committee, in a position to contribute to the success of the Company or any of its subsidiaries or who, by virtue of their service to the Company or any predecessors thereof or to any of its subsidiaries, are in the opinion of the Board or Committee, worthy of special recognition. Except as may be otherwise set out in this Plan, the granting of Options is entirely discretionary. Nothing in this Plan shall be deemed to give any person any right to participate in this Plan or to be granted an Option and the designation of any Optionee in any year or at any time shall not require the designation of such person to receive an Option in any other year or at any other time. The Board or Committee shall consider such factors as it deems pertinent in selecting participants and in determining the amounts and terms of their respective Options.

4.2 If an Optionee who is granted an Option is an Employee, Management Company Employee or Consultant of the Company or any of its subsidiaries, the Option Agreement pertaining to such Option shall contain a representation by both the Company and the Optionee that the Optionee is a bona fide Employee, Management Company Employee or Consultant of the Company or its subsidiaries.

4.3 Subject to the acceptance of this Plan for filing by the Exchange, if required, and receipt of shareholder approval, any options over securities of the Company previously granted by the Company, which remain outstanding immediately prior to the Effective Date, will be deemed to have been issued under and will be governed by the terms of the Plan provided that, in the event of inconsistency between the terms of the agreements governing such options previously granted and the terms of the Plan, the terms of such agreements shall govern. Any Shares issuable upon exercise of such options granted previously will be included for the purpose of calculating the amounts set out in subsection 5.1 hereof.

4.4 Subject to any applicable regulatory approvals, Options may also be granted under the Plan in exchange for outstanding options granted by the Company or any predecessor Company thereof or any subsidiary thereof, whether such outstanding options were granted under the Plan, under any other stock option plan of the Company or any predecessor Company or any subsidiary thereof, or under any stock option agreement with the Company or any predecessor Company or subsidiary thereof.

4.5 Subject to any applicable regulatory approvals, Options may also be granted under the Plan in substitution for outstanding options of one or more other companies in connection with a plan of arrangement or exchange, amalgamation, merger, consolidation, acquisition of property or shares, or other reorganization between or involving such other companies and the Company or any of its subsidiaries.

5. NUMBER OF SHARES RESERVED UNDER THE PLAN

5.1 The total maximum number of Shares reserved and available for grant pursuant to the Plan cannot exceed 10% of the total issued and outstanding Shares of the Company as at the date of a grant. If any Option subject to the Plan is forfeited, expires, is terminated or is cancelled for any reason whatsoever, then un-purchased shares subject thereto shall again be available for the purpose of the Plan.

5.2 Such maximum number of Shares shall be appropriately adjusted in the event of any subdivision or consolidation of the Shares.

5.3 If required by the Exchange Policies:

(a) the maximum aggregate number of Shares that may be reserved for issuance under Options (including all security based compensation) granted to Insiders (as a group) pursuant to the Plan may not exceed 10% of the Outstanding Issue at any point in time, unless the Company has obtained “disinterested shareholder” approval;

(b) the maximum aggregate number of Options granted or issued to Insiders (as a group) under the Plan together with any Other Share Compensation Arrangement within any

12 month period may not exceed 10% of the Outstanding Issue calculated as at the date of any Option granted or issued, to any Insider, unless the Company has obtained “disinterested shareholder” approval;

(c) the maximum aggregate number of Shares that may be reserved for issuance under Options pursuant to the Plan together with any Other Share Compensation Arrangement to any one Person (and any companies owned by that Person) within a 12 month period shall not exceed 5% of the Outstanding Issue at the date any Options are granted or issued to any one Person (unless the Company has obtained “disinterested shareholder” approval);

(d) Investor Relations Service Providers may not receive any security based compensation other than Options;

(e) the maximum aggregate number of Shares that may be reserved under the Plan or any Other Share Compensation Arrangement for issuance to any one Consultant within a 12 month period shall not exceed 2% of the Outstanding Issue, calculated as at the date an Option is granted or issued to the Consultant; and

(f) the maximum aggregate number of Shares that may be reserved under the Plan or any Other Share Compensation Arrangement for issuance to Investor Relations Service Providers within a 12 month period shall not exceed 2% of the Outstanding Issue at the time of grant and such Options must vest in stages over a period of 12 months in accordance with subsection 9.2 hereof.

5.4. Subject to applicable Exchange Policies, if any, an Option shall vest and may be exercised (in each case to the nearest full Share) during the Option Period in accordance with any vesting schedule as the Board or Committee may determine from time to time in its sole discretion.

6. NUMBER OF SHARES PER OPTION

6.1 The number of Shares under an Option shall be determined by the Board or Committee, in its discretion, at the time such Option is granted, taking into consideration the Optionee’s present and potential contribution to the success of the Company and taking into account all other Options then held by such Optionee, but subject always to the limitations set forth in section 5.

7. HOLD PERIOD

7.1 In addition to any resale restrictions under Securities Laws, all Options granted to Insiders or granted to any Optionee at any discount to the Market Price, the certificate representing such Options and any certificates representing Shares issued on the exercise of the Options exercised prior to the expiry of the any hold period imposed by the Exchange must be legended with the Exchange Hold Period commencing on the date the Option was granted as follows:

> “Without prior written approval of the [Exchange name] and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the [Exchange name] or otherwise in Canada or to or for the benefit of a Canadian resident until **[four months + 1 day from the date of grant]**.”

8. PRICE

8.1 The exercise price per Share under an Option shall be determined by the Board or Committee, in its discretion, at the time such Option is granted, but such price shall not be less than the Market

Price, less any allowable discount under applicable Exchange Policies and, in any event, the exercise price per Share will not be less than the minimum amount required by the Exchange.

8.2 The exercise price at which, and the number of Optioned Shares for which, an outstanding Option may be exercised following a subdivision or consolidation of the Shares shall be subject to adjustment in accordance with section 12.

8.3 Subject to applicable Exchange Policies and, if required, Exchange approval, the exercise price per Optioned Share under an Option may be reduced at the discretion of the Board or Committee if:

(a) prior Exchange approval is obtained and at least six months has elapsed since the later of the date such Option was granted and the date the exercise price for such Option was last amended; and

(b) disinterested shareholder approval is obtained for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Option holder is an Insider at the time of the proposed amendment;

provided that if the exercise price is reduced to a discount to the Market Price, a hold period will apply from the date of the amendment and further provided that no such conditions will apply in the case of an adjustment made under subsection 5.2.

8.4 The Company must obtain disinterested shareholder approval for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Optionee is an Insider of the issuer at the time of the proposed amendment.

9. OPTION PERIOD AND EXERCISE OF OPTIONS

9.1 The Option Period for an Option shall be determined by the Board or Committee at the time the Option is granted and may be up to ten (10) years from the date the Option is granted. At the time an Option is granted, the Board or Committee may determine that, with respect to that Option, upon the occurrence of one of the events described in subsection 11.1 there shall come into force a time limit for exercise of such Option which is different than the Option Period, and in the event of such a determination, the Option Agreement for such Option shall contain provisions which specify the events and time limits related to that determination. Subject to the applicable maximum Option Period provided for in this subsection 9.1 and subject to applicable regulatory requirements and approvals, the Board or Committee may extend the Option Period of an outstanding Option beyond its original expiration date, (whether or not such Option is held by an Insider) if the following requirements are satisfied:

(a) the term of the Option is not extended so that the effective term of the Option exceeds ten (10) years in total; and

(b) if the Optionee is an Insider at the time of the amendment, disinterested shareholder approval is obtained.

9.2 If required by the Exchange Policies , Options granted to Investor Relations Service Providers must vest in stages over a period of not less than 12 months such that:

(a) no more than 1/4 of the Options vest no sooner than three months after the Options were granted;

(b) no more than another 1/4 of the Options vest no sooner than six months after the Options were granted;

(c) no more than another 1/4 of the Options vest no sooner than nine months after the Options were granted; and

(d) the remainder of the Option vest no sooner than 12 months after the Stock Options were granted.

9.3 If there is a takeover bid made for all or any of the issued and outstanding Shares, then all outstanding Options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall be exercisable in full to enable the Shares subject to such Options to be issued and tendered to such bid. In the case of Options granted to Investor Relations Service Providers, there can be no acceleration of the vesting requirements applicable to the Options without the prior written approval of the Exchange.

9.4 The vested portions of Options will be exercisable, in whole or in part, at any time after vesting. If an Option is exercised for fewer than all of the Shares for which the Option has then vested, the Option shall remain in force and exercisable for the remaining Shares for which the Option has then vested, according to the terms of such Option. Notwithstanding anything else contained herein, Options held by Investor Relations Service Providers may not be exercised on a “net exercise” basis.

9.5 The exercise of any Option will be contingent upon receipt by the Company of cash payment in full for the exercise price of the Shares being purchased by way of certified cheque, wire transfer or bank draft and the subtraction of Withholding Obligations, hereinafter defined, in accordance with section 16 in a manner acceptable to the Company. Neither an Optionee nor the legal representatives, legatees or distributees of such Optionee will be, or will be deemed to be, a holder of any Shares subject to an Option under the Plan unless and until certificates for such Shares are issuable to the Optionee or such other persons pursuant to the Option or the Plan.

10. STOCK OPTION AGREEMENT

10.1 Upon the grant of an Option to an Optionee, the Company and the Optionee shall enter into an Option Agreement setting out the number of Shares subject to the Option, the income tax withholding provisions in a manner as specified in subsections 16.3 and 16.4, the Option Period, and the vesting schedule for the Option, if any, and incorporating the terms and conditions of the Plan and any other requirements of regulatory authorities and stock exchanges having jurisdiction over the securities of the Company, together with such other terms and conditions as the Board or Committee may determine in accordance with the Plan.

11. EFFECT OF TERMINATION OF EMPLOYMENT OR DEATH

11.1 An outstanding Option shall remain in full force and effect and exercisable according to its terms for the Option Period until the Optionee ceases to be a Director, Officer, Employee, Management Company Employee, or Consultant of the Company (including Investor Relations Service Providers) for any reason, excluding death, after which time the Option will expire within a reasonable period (not to exceed 1 year) following the date the Optionee ceases to be in such role determined by the Board or Committee, in its discretion, not to exceed the original expiry date of such option.

11.2 In the event that the Optionee, shall cease to be a Director, Officer, Employee, Management Company Employee, or Consultant of the Company for termination for cause, the Option shall terminate and shall cease to be exercisable upon such termination for cause.

11.3 In the event of the death of an Optionee, an Option which remains exercisable may be exercised in accordance with its terms by the person or persons to whom such Optionee’s rights under the

Option shall have passed under the Optionee's will or pursuant to law, for a period not exceeding the earlier of one year from the Optionee's death and the original expiry date of such Option.

12. ADJUSTMENT IN SHARES SUBJECT TO THE PLAN

12.1 Following the date an Option is granted, the exercise price for and the number of Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion thereof, in the events and in accordance with the provisions and rules set out in this section 12, with the intent that the rights of Optionees under their Options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions and rules will be conclusively determined by the Board or Committee, and any such determination will be binding on the Company, the Optionee and all other affected parties.

12.2 If the outstanding Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another company or entity, whether through an arrangement, amalgamation, merger, business combination, sale or other similar procedure or otherwise, or a share recapitalization, subdivision or consolidation, then on each exercise of the Option which occurs following such events, for each Optioned Share for which the Option is exercised, the Optionee shall instead receive the number and kind of shares or other securities of the Company or other company into which such Share would have been changed or for which such Share would have been exchanged if it had been outstanding on the date of such event and the exercise price will be similarly adjusted so that the aggregate price to exercise the Option is preserved, and if the Company undertakes an arrangement or is amalgamated, merged or combined with another company, the Board shall make such other provision for the protection of the rights of Optionees as it shall deem advisable.

12.3 If the outstanding Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another company or entity, in a manner other than as specified in subsection 12.2, then the Board or Committee, in its sole discretion, may make such adjustment to the securities to be issued pursuant to any exercise of the Option and the exercise price to be paid for each such security following such event as the Board or Committee in its sole and absolute discretion determines to be equitable to give effect to the principle described in subsection 12.1, and such adjustments shall be effective and binding upon the Company and the Optionee and all the other parties for all purposes.

12.4 The Company, as part of its corporate development, may enter into agreements in the future which may result in the restructuring of its share capital. In that case, the option Exercise Price would be adjusted upward or downward, as the case may be, to reflect the effect upon its issued and outstanding share capital of any such re-organization. The Option Holder however will not have the right to participate in any capital re-organization, restructuring or any capital re-construction which results in any right to acquire securities in any other entity other than the Company resulting from such capital reorganization.

12.5 No adjustment or substitution provided for in this section 12 shall require the Company to issue a fractional share in respect of any Option. Fractional shares shall be eliminated.

12.6 The grant or existence of an Option shall not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

12.7 Any adjustment to Options granted or issued under the Plan, other than in connection with a security consolidation or security split, must be subject to the prior acceptance of the Exchange including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

13. NON-ASSIGNABILITY

13.1 The Options under the Plan shall not be assignable or otherwise transferable, except as specifically provided in subsection 11.3 in the event of the death of the Optionee. During the lifetime of the Optionee, all Options may only be exercised by the Optionee.

14. EMPLOYMENT

14.1 Nothing contained in the Plan shall confer upon any Optionee, or any person employing a Management Company Employee, any right with respect to employment or continuance of employment with, or the provision of services to, the Company or any of its subsidiaries, or interfere in any way with the right of the Company or any of its subsidiaries to terminate the Optionee’s employment or the services of any such person at any time. Participation in the Plan by an Optionee is voluntary.

15. REGULATORY ACCEPTANCES

15.1 The Plan is subject to the acceptance of the Plan for filing by the Exchange, and the Board or Committee is authorized to amend the Plan from time to time in order to comply with any changes required from time to time by such applicable regulatory authorities, whether as conditions to the acceptance for filing of the Plan or otherwise, provided that no such amendment will in any way derogate from the rights held by Optionees holding Options (vested or unvested) at the time thereof without the consent of such Optionees.

15.2 The obligation of the Company to issue and deliver Shares pursuant to the exercise of any Options granted under the Plan is subject to the acceptance of the Plan for filing by the Exchange. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to obtain such acceptance for filing, then the obligation of the Company to issue such Shares shall terminate and any amounts paid to the Company for such Shares shall be returned to the Optionee forthwith without interest or deduction.

16. SECURITIES REGULATION AND TAX WITHHOLDING

16.1 Where necessary to enable the Company to use an exemption from requirements to register Shares or file a prospectus or use a registered dealer to distribute Shares under securities laws applicable to the securities of the Company in any jurisdiction, an Optionee, upon the acquisition of any Shares on the exercise of Options and as a condition to such exercise, shall provide to the Board or Committee such evidence as the Board or Committee requires to demonstrate that the Optionee or recipient will acquire such Shares with investment intent (i.e. for investment purposes) and not with a view to their distribution, including an undertaking to that effect in a form acceptable to the Board or Committee. The Board or Committee may cause a legend or legends to be placed upon any certificates for the Shares to make appropriate reference to applicable resale restrictions, and the Optionee or recipient shall be bound by such restrictions. The Board or Committee also may take such other action or require such other action or agreement by such Optionee or proposed recipient as may from time to time be necessary to comply with applicable securities laws. This provision shall in no way obligate the Company to undertake the registration or qualification of any Options or the Shares under any securities laws applicable to the securities of the Company.

16.2 For all purposes of the Plan, the Company may take all such measures as it deems appropriate or necessary to comply with applicable laws, including income tax laws and securities laws and regulations, as well as the rules of regulatory authorities having jurisdiction over the Company or in respect of the securities of the Company.

16.3 The Company shall have the right to deduct and withhold from any amount payable or consideration deliverable to a participant (a "**Participant**"), either under the Plan or otherwise, such amount or consideration as may be necessary to enable the Company to comply with the applicable requirements of any federal, provincial, state or local law, or any administrative policy of any applicable tax authority, relating to the deduction, withholding or remittance of tax or any other required deductions or remittances with respect to awards hereunder ("**Withholding Obligations**"). The Company shall also have the right in its discretion to satisfy any liability for any Withholding Obligations by withholding and selling, or causing a broker to sell, on behalf of any Participant such number of Shares issued to the Participant pursuant to an exercise of Options hereunder as is sufficient to fund the Withholding Obligations (after deducting commissions payable to the broker and other costs and expenses), or retaining any amount or consideration which would otherwise be paid, delivered or provided to the Participant hereunder. The Company may require a Participant, as a condition to granting an Option or the exercise of an Option, to make such arrangements as the Company may in its discretion require so that the Company can satisfy applicable Withholding Obligations, including, without limitation (i) requiring the Participant to remit the amount of any such Withholding Obligations to the Company in advance; (ii) requiring the Participant to indemnify and reimburse the Company for any such Withholding Obligations; (iii) withholding and selling Shares acquired by the Participant under the Plan, or causing a broker to sell such Shares on behalf of the Participant, withholding from the proceeds realized from such sale the amount required to satisfy any such Withholding Obligations, and remitting such amount directly to the Company; or (iv) any combination thereof.

16.4 Any Shares of a Participant that are sold by the Company, or by a broker engaged by the Company (the "**Broker**"), to fund Withholding Obligations will be sold as soon as practicable in transactions effected on the exchange on which the common shares of the Company are then listed for trading, if any. In effecting the sale of any such Shares, the Company or the Broker will exercise its sole judgment as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price. Neither the Company nor the Broker will be liable for any loss arising out of any sale of such Shares including any loss relating to the manner or timing of such sales, the prices at which the Shares are sold or otherwise. In addition, neither the Company nor the Broker will be liable for any loss arising from a delay in transferring any Shares to a Participant. The sale price of Shares sold on behalf of Participants will fluctuate with the market price of the Company's shares and no assurance can be given that any particular price will be received upon any such sale.

16.5 Issuance, transfer or delivery of certificates for Shares acquired pursuant to the Plan may be delayed, at the discretion of the Board or Committee, until it is satisfied that the requirements of applicable laws and regulations, and applicable rules of regulatory authorities, have been met.

17. AMENDMENT AND TERMINATION OF PLAN

17.1 The Board reserves the right to amend or terminate the Plan at any time if and when it is deemed advisable in the absolute discretion of the Board; provided, however, that no such amendment or termination shall adversely affect any outstanding Options granted under the Plan without the consent of the Optionee. Any amendment to the Plan shall also be subject to acceptance of such amendment or amended Plan for filing by the Exchange and, where required by the Exchange, the approval of the shareholders of the Company.

18. NO REPRESENTATION OR WARRANTY

18.1 The Company makes no representation or warranty as to the future market value of any Shares.

19. GENERAL PROVISIONS

19.1 Nothing contained in the Plan shall prevent the Company or any of its subsidiaries from adopting or continuing in effect other compensation arrangements (subject to shareholder approval if such approval is required by Exchange) and such arrangements may be either generally applicable or applicable only in specific cases.

19.2 The validity, construction and effect of the Plan, the grant of Options, the issue of Shares, any rules and regulations relating to the Plan any Option Agreement, and all determinations made and actions taken pursuant to the Plan, shall be governed by and determined in accordance with the laws of the Province of British Columbia.

19.3 If any provision of the Plan or any Option Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any person or Option, or would disqualify the Plan or any Option under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Option, such provision shall be stricken as to such jurisdiction, person, or Option and the remainder of the Plan and any such Option Agreement shall remain in full force and effect.

19.4 Neither the Plan nor any Option shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any of its subsidiaries and an Optionee or any other person.

19.5 Headings are given to the sections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

20. TERM OF THE PLAN

20.1 The Plan shall be effective as of June 9, 2025 (the "**Effective Date**") subject to its approval by the shareholders of the Company and acceptance for filing by the Exchange, if required.

20.2 The Plan shall be effective until the Plan is terminated by the Board pursuant to section 17, and no Option shall be granted under the Plan after that date. Unless otherwise expressly provided in the Plan or in an applicable Option Agreement, the Option Period for any Option granted hereunder will, and any authority of the Board to amend, alter, adjust, suspend, discontinue or terminate any such Option or to waive any conditions or rights under any such Option shall, continue after termination of the Plan notwithstanding such termination.

Adopted by the directors on June 9, 2025 and approved by the shareholders on August [●], 2026.