AGENCY AGREEMENT

March 13, 2025

Allied Critical Metals Corp.
Suite 1518 – 800 West Pender Street
Vancouver, BC
V6C 2V6

Attention: Roy Bonnell, Chief Executive Officer and Director

DeepRock Minerals Inc.
Suite 1518 – 800 West Pender Street
Vancouver, BC
V6C 2V6

Attention: Andrew Lee, President, Chief Executive Officer and Director

Dear Sirs:

The undersigned, Research Capital Corporation (the "**Lead Agent**"), ECM Capital Advisors Ltd., Beacon Securities Limited and Ventum Financial Corp. (collectively with the Lead Agent, the "**Agents**") understand that Allied Critical Metals Corp. (the "**Corporation**") has entered into a definitive arrangement agreement dated October 23, 2024 (the "**Definitive Agreement**") with DeepRock Minerals Inc. ("**DR**") in respect of a proposed reverse take-over transaction (the "**RTO**") to be completed by way of the Amalgamation (as defined herein).

In connection therewith, the Corporation proposes to issue and sell a minimum of 12,500,000 and up to 25,000,000 subscription receipts of the Corporation (the "**Subscription Receipts**") at a price of $0.20 per Subscription Receipt (the "**Offering Price**") on a private placement basis, for aggregate gross proceeds of a minimum of $2,500,000 and up to $5,000,000 (the "**Offering**").

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") among the Corporation, DR, the Lead Agent and Odyssey Trust Company, as subscription receipt agent (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date of the first tranche of the Offering. In case of any inconsistency between the description of the Subscription Receipts in this Agreement (as hereinafter defined) and the terms of the Subscription Receipts as set forth in the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement shall govern.

Each Subscription Receipt will, upon the satisfaction of the Escrow Release Conditions (as hereinafter defined), and without payment of any additional consideration or further action on the part of the holders of the Subscription Receipts, be automatically converted into one unit of the Corporation (a "**Unit**"), with each Unit being comprised of one Common Share (as hereinafter defined) and one-half of one Common Share purchase warrant (each whole Common Share purchase warrant, a "**Warrant**"). Each Warrant shall entitle the holder thereof to purchase one Common Share (a "**Warrant Share**") for a period of 24 months following the date the Escrow Release Conditions are satisfied at a price of $0.25 per Warrant Share, subject to adjustment in certain events as set out in the Warrant Indenture (as hereinafter defined) governing the Warrants.

The Agents understand that the RTO involving the Corporation and DR, which is listed on the Canadian Securities Exchange (the "**CSE**"), will be completed, following the Spin-Out (as defined below) of all of

DR's assets and liabilities, by way of a three-cornered amalgamation among the Corporation, DR and Deeprock Holdings Ltd., a proposed wholly-owned subsidiary of DR to be incorporated for the sole purpose of facilitating the Amalgamation ("**DR Subco**"). As a result of the RTO, the securityholders of the Corporation will become securityholders of DR (which will be renamed "Allied Critical Metals Inc." or such other name as is agreed to by the Corporation and DR) (such corporation referred to herein as the "**Resulting Issuer**"). The Agents further understand that pursuant to the RTO, among other things, (i) DR will, following completion of the Spin-Out, complete the consolidation (the "**Consolidation**") of the DR Common Shares (as hereinafter defined) on the basis of one (1) consolidated common share of DR (each, a "**Consolidated DR Share**") for every forty (40) DR Common Shares; (ii) DR Subco will amalgamate with the Corporation (the "**Amalgamation**") pursuant to an amalgamation agreement to be entered into pursuant to the Definitive Agreement (the "**Amalgamation Agreement**"); and (iii) pursuant to the Definitive Agreement, the Common Shares, Warrants and other securities of the Corporation will be exchanged for equivalent securities of the Resulting Issuer at an exchange ratio of 1:1 securities of the Resulting Issuer for each security of the Corporation (the "**Exchange Ratio**").

Pursuant to the Amalgamation: (i) the Common Shares partially comprising the Units to be issued upon conversion of the Subscription Receipts will be exchanged for, without payment of any additional consideration and without any further action on the part of the holder thereof, such number of Resulting Issuer Shares (as hereinafter defined) as is equal to the product of (x) the number of Common Shares held by each such holder and (y) the Exchange Ratio; and (ii) the Warrants partially comprising the Units will continue in effect and the obligations with respect to each whole Warrant shall be assumed by the Resulting Issuer and being exercisable into a Resulting Issuer Warrant Share (as defined herein) in accordance with the terms of the Warrant Indenture (as hereinafter defined). Each Warrant, following completion of the RTO, shall entitle the holder thereof to purchase one Resulting Issuer Share (a "**Resulting Issuer Warrant Share**") for a period of 24 months following the date the Escrow Release Conditions are satisfied at a price of $0.25 per Resulting Issuer Share, subject to adjustment as set out in the Warrant Indenture. In the event a holder of Units would be entitled to receive a fractional Resulting Issuer Share, no such fractional Resulting Issuer Share will be issued and the number of Resulting Issuer Shares to be received by such holder will be rounded down to the next lowest whole number of Resulting Issuer Shares.

The Warrants shall be duly and validly created and issued pursuant to a warrant indenture (the "**Warrant Indenture**") to be entered into on or before the Closing Date of the initial tranche of the Offering between the Corporation, DR and Odyssey Trust Company (the "**Warrant Agent**"), in its capacity as warrant agent thereunder. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern. The Warrants partially comprising the Units shall continue in effect following completion of the RTO and the obligations with respect to each whole Warrant shall be assumed by the Resulting Issuer and being exercisable into Resulting Issuer Warrant Shares in accordance with the terms of the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern.

The gross proceeds of the Offering, less 50% of the Cash Compensation (as hereinafter defined) and all of the estimated expenses payable to the Agents at a Closing Time (as hereinafter defined) pursuant to Section 9 (the "**Escrowed Proceeds**"), will be delivered to and held by the Subscription Receipt Agent in an interest-bearing account (the Escrowed Proceeds, together with all interest and income earned thereon, are referred to herein as the "**Escrowed Funds**") pending the satisfaction or waiver (to the extent such waiver is permitted) of the Escrow Release Conditions in accordance with the provisions of the Subscription Receipt Agreement. The balance of the Cash Compensation, and any additional reasonable expenses of the Agents payable pursuant to Section 9 incurred subsequent to the most recent Closing Date, shall be released

from escrow to the Lead Agent, on behalf of the Agents, and the balance of the Escrowed Funds shall be released from escrow to the Corporation (or as it may otherwise direct) upon satisfaction of the following conditions (collectively, the "**Escrow Release Conditions**"):

(i) the completion of the Consolidation and name change to "Allied Critical Metals Inc." or such other name as is agreed to by the Corporation and DR;

(ii) the completion, satisfaction or waiver of all conditions precedent in the plan of arrangement to the spin-out of the Golden Gate Gold Project in New Brunswick, the Ralleau Project in Quebec and all other assets and liabilities of DR to Revelation Minerals Inc., a wholly-owned subsidiary of Deeprock ("**Deeprock Subco**"), and distribute all of the common shares of Deeprock Subco to shareholders of DR their pro rata proportion ownership of DR ("**Spin-Out**");

(iii) the receipt of all required shareholder and regulatory approvals, including, all requisite approvals for the Listing and the RTO;

(iv) written confirmation from each of the Corporation and DR that all conditions precedent to the RTO have been satisfied or waived by the Lead Agent pursuant to the Definitive Agreement, other than the release of the Escrowed Funds, and that the RTO will be completed forthwith upon release of the Escrowed Funds via the delivery of the Conditions Precedent Certificate (as such term is defined in the Subscription Receipt Agreement);

(v) (A) the distribution of the Common Shares and Warrants underlying the Units at the Exchange Ratio, and (B) (i) the distribution of the Resulting Issuer Shares to be issued in exchange for the Common Shares underlying the Units; and (ii) the assumption and agreement by the Resulting Issuer to perform all of the obligations of the Corporation with respect to the Warrants, with each whole Warrant remaining outstanding and being exercisable into Resulting Issuer Shares, each pursuant to the RTO following the satisfaction of the Escrow Release Conditions being exempt from applicable prospectus and registration requirements of applicable Laws, and not subject to any statutory or other hold period in Canada (except as applicable to principals of the Resulting Issuer; the representations and warranties of the Corporation and DR contained in this Agreement being true and accurate in all material respects, as if made on and as of the date the Escrow Release Conditions are satisfied;

(vi) the Corporation, DR and the Lead Agent, on its own behalf and on behalf of the Agents, shall have delivered a release notice and direction (the "**Release Notice**") to the Subscription Receipt Agent confirming that items (i) through (vi), inclusive, have been satisfied.

If the Escrow Release Conditions are not satisfied at or before 5:00 p.m. (Toronto time) on the date that is 90 days following the Closing Date (the "**Escrow Deadline**") or, if prior to such time, the Definitive Agreement is terminated or the Corporation has advised the Subscription Receipt Agent and the Lead Agent, or announced to the public, that it does not intend to satisfy any one or more of the Escrow Release Conditions or that the RTO will not be completed (in any case, a "**Termination Event**", and the date upon which such event occurs, the "**Termination Date**"), within two (2) Business Days following the Termination Date, the Corporation shall deliver a notice to the Lead Agent, for and on behalf of the Agents, and the Subscription Receipt Agent, following which the Subscription Receipt Agent is to return, in accordance with the terms of the Subscription Receipt Agreement, to each Subscription Receipt holder their respective aggregate Offering Price plus a *pro rata* amount of any interest and other income accrued in respect of the Escrowed Proceeds to the Termination Date and the Subscription Receipts will be cancelled without any further action on the part of the holders thereof. The Corporation covenants to make up any

shortfall in the amount of the Escrowed Funds so that the holders of Subscription Receipts receive a full refund of their aggregate Offering Price plus a *pro rata* share of interest earned thereon, less applicable taxes, if any.

Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Corporation hereby appoints the Agents, as the Corporation's exclusive agents, to offer for sale by way of private placement on a commercially reasonable efforts basis, without underwriter liability, the Subscription Receipts to be issued and sold pursuant to the Offering and the Agents agree to arrange for purchasers of the Subscription Receipts in the Designated Provinces (as hereinafter defined), and those other jurisdictions where the Subscription Receipts may be lawfully sold pursuant to the terms and conditions hereof (collectively, the "**Selling Jurisdictions**").

The Corporation has included certain Purchasers as identified by the Corporation on a president's list (the "**President's List**"). The parties hereto acknowledge that the Agents shall not be obligated, and may, in their sole discretion, acting reasonably, refuse to participate in any subscription for Subscription Receipts by any Purchaser on the President's List. It is acknowledged by the parties that certain purchasers of Subscription Receipt will settle directly with the Corporation (the "**Direct Settlers**"). The parties hereto acknowledge that the Agents shall not be required to conduct a suitability review in respect of the sale of any Subscription Receipts to Direct Settlers and the indemnity set out in Section 11 of this Agreement shall apply in respect of such sales.

The Corporation agrees that the Lead Agent, on behalf of the Agents, will be permitted to appoint, at its sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Corporation, acting reasonably, as its agents to assist with the Offering in the Selling Jurisdictions and that the Lead Agent, on behalf of the Agents, may determine the remuneration payable by the Agents to such other dealers appointed by them.

The parties acknowledge that none of the Subscription Receipts, the Units, the Compensation Options (as hereinafter defined), the Compensation Units (as hereinafter defined), or the Underlying Securities (as hereinafter defined) thereof have been or will be registered under the U.S. Securities Act (as hereinafter defined) or any state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons (as hereinafter defined), nor may the Warrants, the Compensation Options, or the Compensation Option Warrants (as hereinafter defined) be exercised in the United States or by or on behalf of a U.S. Person.

DEFINITIONS

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

"**Advisory Fee**" has the meaning ascribed thereto in Section 14;

"**Advisory Warrants**" shall have the meaning ascribed thereto in Section 14;

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

"**Agents**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Agreement**" means this agreement resulting from the acceptance by the Corporation and DR of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;

“**Allied Underlying Securities**” means, collectively, the Common Shares and the Warrants comprising the Units, the Warrant Shares issuable upon exercise of the Warrants, the Compensation Option Shares and Compensation Option Warrants comprising the Compensation Option Units and the Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants;

“**Amalco**” means the corporation resulting from the Amalgamation;

“**Amalgamation**” has the meaning ascribed thereto on page 2 of this Agreement;

“**Amalgamation Agreement**” has the meaning ascribed thereto on page 2 of this Agreement;

“**Assets and Properties**” with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person, including but not limited to, in respect of the Corporation and the Subsidiaries, including, but not limited to, the Mining Properties;

“**Authorizations**” shall have the meaning ascribed thereto in Section 4(a)(xxxviii) of this Agreement;

“**Borralha Technical Report**” means the technical report prepared in accordance with NI 43-101 entitled “Technical Report on the Borralha Property, Parish of Salto, District of Vila Real, Portugal”, dated effective July 31, 2024 and prepared by Minorex Consulting;

“**Borralha Tungsten Project**” means the property described in the Borralha Technical Report;

“**Broker Warrant**” shall have the meaning ascribed to thereto in Section 14;

“**Business**” means the business of the Corporation and the Subsidiaries and includes all activities directly or indirectly planned for, undertaken, completed and analysed by the Corporation and the Subsidiaries, including any activities ancillary thereto;

“**Business Day**” means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Toronto, Ontario;

“**Cash Compensation**” has the meaning ascribed thereto in Section 14;

“**CDS**” means CDS Clearing and Depository Services Inc.;

“**Circular**” means the management information circular of DR dated October 23, 2024 and filed under DR's profile on SEDAR+ at www.sedarplus.ca;

“**Claim**” shall have the meaning ascribed thereto in Section 11 of this Agreement;

“**Closing**” means the completion of the purchase and sale of Subscription Receipts on a Closing Date in accordance with the term and conditions of this Agreement;

“**Closing Date**” means the date of a Closing;

“**Closing Time**” means 10:00 a.m. (Toronto time) on the applicable Closing Date or such other time on such Closing Date as the Corporation and the Agents may agree;

"**Commission**" has the meaning ascribed thereto in Section 14;

"**Common Shares**" means the common shares of the Corporation, which the Corporation is authorized to issue as constituted on the date hereof;

"**Compensation Option Certificates**" has the meaning ascribed thereto in Section 14;

"**Compensation Option Shares**" has the meaning ascribed thereto in Section 14;

"**Compensation Option Units**" has the meaning ascribed thereto in Section 14;

"**Compensation Option Warrant Share**" has the meaning ascribed thereto in Section 14;

"**Compensation Option Warrants**" has the meaning ascribed thereto in Section 14;

"**Compensation Options**" has the meaning ascribed thereto in Section 14;

"**Corporate Finance Fee**" has the meaning ascribed thereto in Section 14;

"**Consolidated DR Share**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Consolidation**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Contract**" means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, loan documents and security documents;

"**Corporation**" means Allied Critical Metals Corp., a corporation existing under the OBCA;

"**CSE**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Debt Instrument**" means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability;

"**Deeprock Subco**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Definitive Agreement**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Designated Provinces**" means, collectively, each of the provinces of Canada;

"**Direct Settlers**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of DR with the applicable Securities Regulators pursuant to the requirements of applicable Securities Laws under DR's profile on SEDAR+;

"**DR**" has the meaning ascribed thereto on page 1 of this Agreement;

"**DR Common Shares**" means the common shares in the capital of DR;

"**DR Subco**" has the meaning ascribed thereto on page 2 of this Agreement;

"**DR Warrants**" has the meaning ascribed thereto in Section 4(a)(iv);

“**Due Diligence Materials**” means, collectively, the materials relating to the Corporation and the Subsidiaries and DR provided to the Agents and the Agents’ counsel in connection with this Offering and the management information circular of DR and the Corporation dated October 23, 2024 and prepared in connection with the RTO including, for greater certainty, the financial statements included therein;

“**Encumbrance**” means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, restriction, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any contract to create any of the foregoing;

“**Engagement Letter**” means the letter agreement dated as of December 2, 2024 between the Corporation, DR and the Lead Agent relating to the Offering;

“**Environmental Condition**” mean the generation, discharge, emission or Release into the environment (including, without limitation, ambient air, surface water, groundwater or land), of any Hazardous Materials by any person in respect of which remedial action is required under any Environmental Laws or as to which any liability is currently or in the future imposed upon any person based upon the acts or omissions of any person with respect to any Hazardous Materials or reporting with respect thereto;

“**Environmental Laws**” means all applicable federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, legally binding policy or rule of common law or civil law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of Hazardous Materials or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials;

“**Environmental Permits**” includes all orders, permits, certificates, approvals, consents, registrations and licenses issued by any authority of competent jurisdiction under any Environmental Law;

“**Escrow Deadline**” has the meaning ascribed thereto on page 4 of this Agreement;

“**Escrowed Funds**” has the meaning ascribed thereto on page 3 of this Agreement;

“**Escrowed Proceeds**” has the meaning ascribed thereto on page 3 of this Agreement;

“**Escrow Release Conditions**” has the meaning ascribed thereto on page 3 of this Agreement;

“**Exchange Ratio**” has the meaning ascribed thereto on page 2 of this Agreement;

“**Financial Statements**” has the meaning ascribed thereto in Section 4(a)(xxx);

“**GAAP**” means generally accepted accounting principles in Canada, consistently applied and any change therein from time to time, including but not limited to, as a result of the adoption of International Financial Reporting Standards;

“**Governmental Authority**” means any governmental authority and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Hazardous Materials**" has the meaning ascribed thereto in Section 4(a)(liv);

"**Indebtedness**" of any Person means all obligations of such Person: (a) for borrowed money; (b) evidenced by notes, bonds, debentures or similar instruments; (c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business); (d) under capital and operating leases; (e) under "vendor take-back" financing or deferred payments in connection with any acquisition; and (f) which are guarantees of the obligations described in clauses (a) through (e) above of any other Person if secured by any or all of the Assets and Properties of the guarantor;

"**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, drug identification numbers (and equivalents in jurisdictions other than Canada), know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

"**Investor Presentation**" means the final investor presentation of the Corporation dated December 2024 titled "Allied Critical Metals Corp. | Significant Resource Upside Potential with Near-Term, Low-Cost Portuguese Tungsten Production", as may be amended and delivered in connection with the Offering;

"**knowledge**" (or similar phrases) means with respect to facts or circumstances pertaining to the Corporation or DR, a statement as to the knowledge of the Chief Executive Officer and Chief Financial Officer of the Corporation or DR, respectively, about the facts or circumstances to which such phrase related, after having made due inquiries into the relevant subject matter;

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

"**Listing**" means the listing of the Resulting Issuer Shares on the CSE upon completion of the RTO;

"**Lock-Up Agreements**" has the meaning ascribed thereto in subsection 3(a)(xxviii) hereof;

"**Locked-Up Shareholders**" means, collectively, (i) the founders, promoters, directors, and senior officers of the Corporation and DR, excluding Roger Baer and Thomas Christoff, who are independent directors of DR; (ii) shareholders holding more than 10% of the Corporation or DR; and (iii) the directors, officers, and insiders of the Resulting Issuer; (iv) the Vendors; and (v) such other shareholders as agreed by the Corporation;

"**Material Adverse Effect**" means the effect resulting from any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Corporation and the Subsidiaries, taken as a whole, or DR and DR Subco, taken as a whole, as applicable;

"**Material Agreement**" means any material Debt Instrument, indenture, Contract, commitment, agreement (written or oral), instrument, lease, joint operating agreement, option, joint venture agreement, or other document, including license agreements, to which the Corporation or the Subsidiaries is a party or by which either of them is bound;

"**Mineralia**" means Mineralia-Minas, Geotecnia e Construcoes, Lda, which is the Portuguese company that holds legal title to the Mining Properties beneficially in trust for the Corporation's Subsidiary, Pan Metals Unipessoal, Lda. ("**Pan Metals**");

"**Mining Properties**" means, together, the Borralha Tungsten Project and the Vila Verde Tungsten Project;

"**Mining Rights**" shall have the meaning ascribed thereto in subsection 4(a)(lvii);

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

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

"**OBCA**" means the *Business Corporations Act* (Ontario);

"**Offering**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Offering Price**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

"**President's List**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Purchasers**" means the Persons (which may include the Agents) who, as purchasers, acquire the Subscription Receipts by duly completing, executing and delivering the Subscription Agreements;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as that term is defined in Rule 144A;

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

"**Release**" has the meaning prescribed in any Environmental Law and includes any sudden, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, migration, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Material, whether accidental or intentional, into the environment;

"**Release Notice**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Remediation**" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling, and analysis, installation, reclamation, closure or post-closure in connection with the suspected, threatened or actual Environmental Condition;

"**Resulting Issuer**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Resulting Issuer Compensation Option Shares**" has the meaning ascribed thereto in Section 14;

"**Resulting Issuer Compensation Option Warrant Share**" has the meaning ascribed thereto in Section 14;

“**Resulting Issuer Shares**” means, following the completion of the Consolidation and the Amalgamation, the common shares in the capital of the Resulting Issuer;

“**Resulting Issuer Warrant Shares**” has the meaning ascribed thereto on page 2 of this Agreement;

“**RTO**” has the meaning ascribed thereto on page 1 of this Agreement;

“**Securities Laws**” means, unless the context otherwise requires, all applicable securities laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

“**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in the Designated Provinces (including the CSE) and, if applicable, the United States Securities and Exchange Commission and any applicable securities regulatory authority of any state of the United States;

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval Plus, the electronic filing system operated by the Canadian Securities Administrators that facilitates the filing, transmission, and public dissemination of securities-related documents required under applicable Canadian securities laws, regulations, and policies, including continuous disclosure documents, offering materials, and other regulatory filings;

“**Selling Jurisdictions**” has the meaning ascribed thereto on page 4 of this Agreement;

“**Special Warrants**” means the following performance special warrants of the Corporation issued to the Vendor, Pan Iberia Limited ("**Pan Iberia**"):

(a) a special warrant (the "**Borralha Special Warrant**") entitling Pan Iberia to acquire Resulting Issuer Shares upon vesting 12 months plus one day after the Corporation’s completion of the Listing equal to $1,340,000 at a conversion price equal to the greater of 1.5 times (1.5x) the and the 20-day VWAP of Resulting Issuer Shares determined as of one business day following vesting of the Borralha Special Warrant; and

(b) a special warrant (the "**Vila Verde Special Warrant**") entitling Pan Iberia to acquire Resulting Issuer Shares equal to $2,680,000 at a conversion price equal to the greater of two times (2x) the Offering Price and the 20-day VWAP of Resulting Issuer Shares determined as of one business day following vesting of the Vila Verde Special Warrant, which vests on the later of 36 months plus one day after the date of Listing and the date that Pan Metals is issued by the applicable Governmental Authorities in Portugal a definitive mining exploitation license for commercial production (the “**Mining Exploitation License**”) of tungsten at commercially viable levels from Vila Verde within 5 years of Listing;

“**Spin-Out**” has the meaning ascribed thereto on page 3 of this Agreement;

“**Subscription Agreements**” means, collectively, the subscription agreements in the form or forms agreed upon by the Agents and the Corporation, as amended, pursuant to which Purchasers agree to subscribe for and purchase Subscription Receipts as contemplated herein and shall include, for greater certainty, all schedules and appendices thereto;

"**Subscription Receipts**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Subscription Receipt Agent**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Subscription Receipt Agreement**" has the meaning ascribed thereto on page 1 of this Agreement;

"**subsidiary**" has the meaning ascribed to such term in the OBCA;

"**Subsidiaries**" means together, ACM Tungsten, Unipessoal Lda., Pan Metals, Unipessoal Lda. and Allied Critical Metals (USA) Inc.;

"**Tax Act**" means the *Income Tax Act* (Canada) and all rules and regulations made pursuant thereto, all as may be amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly from time to time;

"**Taxes**" has the meaning ascribed thereto in Section 4(a)(xxi);

"**Technical Reports**" means together, Borralha Technical Report and Vila Verde Technical Report;

"**Termination Date**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Termination Event**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Transaction Documents**" means, collectively, this Agreement, the Subscription Agreements relating to the purchase of the Subscription Receipts, the Subscription Receipt Agreement, the Warrant Indenture and the certificates representing the Subscription Receipts and the Compensation Option Certificates issued on Closing;

"**Underlying Securities**" means, collectively, the Common Shares and the Warrants comprising the Units, the Warrant Shares issuable upon exercise of the Warrants, the Resulting Issuer Shares issuable in exchange for the Common Shares pursuant to the RTO, the Resulting Issuer Warrant Shares issuable upon exercise of the Warrants, the Compensation Option Shares and Compensation Option Warrants comprising the Compensation Option Units, the Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants, the Resulting Issuer Compensation Option Shares, and the Resulting Issuer Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants;

"**Unit**" has the meaning ascribed thereto on page 1 of this Agreement;

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

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

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

"**Vendors**" mean the vendors to the Corporation and its Subsidiaries of the Mining Properties, Pan Iberia Limited (including its nominees, Andiamo Investments Ltd., Gore Bridge Holdings Ltd., Robert Keifer and Keith Scott) and Robert Keifer (as a direct vendor), Adriano Barros, and Miroan Holdings Limited (including its nominees, Helen Pein and Keith Scott);

“**Vila Verde Technical Report**” means the technical report prepared in accordance with NI 43-101 entitled “Technical Report on the Vila Verde Property, District of Vila Real, Portugal”, dated effective July 30, 2024 and prepared by Minorex Consulting;

“**Vila Verde Tungsten Project**” means the property described in the Vila Verde Technical Report;

“**VWAP**” means the volume weighted average price;

“**Warrant**” has the meaning ascribed thereto on page 2 of this Agreement;

“**Warrant Agent**” has the meaning ascribed thereto on page 2 of this Agreement;

“**Warrant Certificates**” means the certificates representing the Warrants;

“**Warrant Indenture**” has the meaning ascribed thereto on page 2 of this Agreement; and

“**Warrant Share**” has the meaning ascribed thereto on page 2 of this Agreement.

TERMS AND CONDITIONS

1. (a) Sale on Exempt Basis. The Agents shall use their commercially reasonable efforts to arrange for the purchase of the Subscription Receipts:

(i) in the Designated Provinces on a private placement basis in compliance with applicable Securities Laws; and

(ii) in such other jurisdictions, as may be agreed upon between the Corporation, DR and the Agents, on a private placement basis in compliance with all applicable securities laws of such other jurisdictions provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction, no registration or similar requirement would apply with respect to the Corporation in connection with the Offering or the RTO in such other jurisdiction and neither the Corporation nor the Resulting Issuer thereafter becomes subject to ongoing continuous disclosure obligations in such other jurisdictions.

(b) Filings. The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Subscription Receipts such that the distribution of the Subscription Receipts may lawfully occur without the necessity of filing a prospectus, a registration statement or an offering memorandum (other than the Investor Presentation) in Canada, the United States or elsewhere, and the Agents undertake to use commercially reasonable efforts to cause Purchasers under the Offering to complete any forms required by Securities Laws in respect of such distribution. All fees payable in connection with such filings under all applicable Securities Laws shall be at the expense of the Corporation.

(c) Offering Memorandum. Neither the Corporation nor the Agents shall: (i) other than the Investor Presentation, provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Subscription Receipts, including but not limited to, causing the sale of the Subscription Receipts to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Subscription Receipts whose attendees have been invited by general solicitation or advertising.

2. (a) Material Changes. Until the earlier of the date that the Escrow Release Conditions are satisfied and the Escrow Deadline, each of the Corporation and DR, as applicable, shall promptly notify the Agents in writing:

(i) if the Corporation or DR becomes aware of any material fact not previously disclosed, any material change or change in a material fact (in any case, whether actual, anticipated, to the knowledge of the Corporation or DR contemplated or threatened and other than a change of fact relating solely to the Agents) or any event or development that would result in a material change or change in a material fact in any or all of the business of the Corporation or DR or any other change that is of such a nature as to result in, or could result in this Agreement or the documents to be prepared and filed with the Securities Regulators by the Corporation or DR in connection with the RTO containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing not in compliance with any Securities Laws;

(ii) of the full particulars of any actual, anticipated or, to the knowledge of the Corporation, contemplated, threatened or prospective change referred to in paragraph 2(a)(i) above, and the Corporation will, if required to do so, issue or file or assist DR in issuing or filing, as applicable, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, a press release, material change report or other document as may be required under Securities Laws and shall comply with all other applicable filing and other requirements under the Securities Laws. Subject to compliance with applicable Securities Laws, neither the Corporation nor DR shall file any such new or amended disclosure documentation without first notifying the Agents, and shall not issue or file, as applicable, any press release or material change report without giving the Agents and their counsel an opportunity for review of the proposed forms, and who shall review any such documents as expeditiously as reasonably possible; and

(iii) will in good faith discuss with the Agents as promptly as possible any circumstance or event that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in paragraphs 2(a)(i) or (ii) above.

3. (a) Covenants of the Corporation. The Corporation hereby covenants to the Agents and to the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the Offering, that the Corporation (including its successors and assigns if applicable) and the Subsidiaries will, as applicable:

(i) allow the Agents and their representatives to conduct all due diligence regarding the Corporation and the Subsidiaries which the Agents may reasonably require to be conducted prior to the final Closing Date;

(ii) use its commercially reasonable efforts to remain a corporation licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the nature of the activities conducted by it makes such licensing, registration or qualification necessary and shall carry on its business in the ordinary course and in compliance in all material respects with all applicable Laws, rules and regulations of each such jurisdiction;

(iii) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Deadline, for a period of 24 months after the date the Escrow Release Conditions are satisfied, use its commercially reasonable efforts to maintain the Resulting Issuer's status as a "reporting issuer" under the Securities Laws of at least one of the Designated Provinces not in default of any requirement of such Securities Laws, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing a consolidation, amalgamation, arrangement, sale of all or substantially all of the Resulting Issuer's assets, takeover bid, merger or other transaction whereby the Resulting Issuer ceases to be a "reporting issuer";

(iv) use its commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled by it set out in Section 6;

(v) duly execute and deliver this Agreement, the Subscription Receipt Agreement, the Subscription Agreements, the Warrant Indenture, the certificates representing the Subscription Receipts, if any, and the Compensation Option Certificates at the applicable Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;

(vi) subject to applicable law, obtain the prior approval of the Agents as to the content and form of any press release relating to the Offering or the RTO, such approval not to be unreasonably delayed or withheld;

(vii) following satisfaction of the Escrow Release Conditions, use the net proceeds of the Offering for working capital and general corporate purposes;

(viii) ensure that the Subscription Receipts are duly and validly created, authorized and issued to the Purchasers and the Agents in accordance with the terms of the Subscription Agreements and this Agreement and have attributes corresponding in all material respects to the description set forth in this Agreement, the Subscription Agreements and the Subscription Receipt Agreement;

(ix) ensure that, in respect of the Subscription Receipts at all times prior to the cancellation or expiry thereof, sufficient Common Shares are allotted and reserved for issuance upon exercise of the Subscription Receipts;

(x) ensure that the Common Shares partially comprising the Units shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation upon conversion of the Subscription Receipts in accordance with their terms;

(xi) ensure that the Warrants shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements and the Warrant Indenture;

(xii) ensure that at all times prior to the expiry of the Warrants, a sufficient number of Warrant Shares are allotted and reserved for issuance upon the due exercise of the Warrants in accordance with their terms;

(xiii) ensure that the Warrant Shares, upon the due exercise of the Warrants in accordance with their terms, shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;

(xiv) ensure that the Compensation Options shall be validly created and issued and shall have attributes corresponding in all material respects to the description set forth in this Agreement and the Compensation Option Certificates;

(xv) ensure that at all times prior to the expiry of the Compensation Options, a sufficient number of Compensation Option Shares and Compensation Option Warrant Shares are allotted and reserved for issuance upon the due exercise of the Compensation Options and the Compensation Option Warrants in accordance with their terms;

(xvi) ensure that, upon due exercise of the Compensation Options in accordance with their terms, the Compensation Option Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;

(xvii) ensure that, upon due exercise of the Compensation Options in accordance with their terms, the Compensation Option Warrants shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth herein and in the Warrant Indenture;

(xviii) ensure that at all times prior to the expiry of the Compensation Option Warrants, a sufficient number of Compensation Option Warrant Shares are allotted and reserved for issuance upon the due exercise of the Compensation Option Warrants in accordance with their terms;

(xix) ensure that, upon due exercise of the Compensation Option Warrants in accordance with their terms, the Compensation Option Warrant Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;

(xx) execute and file with the Securities Regulators all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the time required by applicable Securities Laws, including, for greater certainty, all forms, notices and certificates set forth in the opinions delivered to the Agents pursuant to this Agreement required to be filed by the Corporation;

(xxi) not complete the issuance of any Subscription Receipts to Direct Settlers following the initial Closing Date without the prior written consent of the Agents;

(xxii) from the date hereof until 120 days following the date of Listing not, and will cause the Resulting Issuer to not, issue any additional equity or quasi-equity securities without prior written consent of the Lead Agent, such consent not to be unreasonably withheld, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to incentive plans of the Corporation or the Resulting Issuer, as applicable, and other share compensation arrangements in effect as of the initial Closing Date; (ii) the exercise of outstanding convertible securities; (iii) obligations in respect of existing agreements; and (iv) the issuance of securities in connection with bona fide property or share acquisitions in the normal course of business;

(xxiii) until the completion of the RTO, not enter into any reorganizations without the consent of the Lead Agent, such consent not to be unreasonably withheld;

(xxiv) ensure that in conducting the Business, (i) the Corporation and the Subsidiaries will apply for and obtain all material Authorizations required from any Governmental Authority having jurisdiction to the extent necessary for the Corporation and the Subsidiaries to conduct the Business as it is currently conducted and presently proposed to be conducted (provided that it need only obtain such Authorizations in respect of any proposed operations prior to such time as such operations are commenced); (ii) it and the Subsidiaries will comply in all material respects with the terms and conditions of all such Authorizations; and (iii) it and the Subsidiaries shall use commercially reasonable efforts to ensure that all of such Authorizations will be valid and in full force and effect as required from time to time;

(xxv) file with the applicable Securities Regulators the Investor Presentation in accordance with the requirements of applicable Securities Laws;

(xxvi) include an appropriate legend on any press release concerning the Offering as follows: “Not for distribution to United States newswire services or for the dissemination in the United States”;

(xxvii) following the date hereof, not complete the sale of Subscription Receipts to any Purchaser

who settles directly with the Corporation without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld or delayed;

(xxviii) contemporaneously with the completion of the initial Closing, cause each of the Locked-Up Shareholders to execute lock-up agreements (the "**Lock-Up Agreements**") in favour of the Agents in form and substance acceptable to the Lead Agent, for and on behalf of the Agents, acting reasonably;

(xxix) contemporaneously with the completion of the initial Closing, cause each insider who is a Direct Settler and not submitting funds into escrow with the Subscription Receipt Agent to execute an acknowledgment and waiver in favour of the Agents, in form and substance acceptable to the Lead Agent, for and on behalf of the Agents, acting reasonably, confirming that they have voluntarily elected not to submit funds into escrow with the Subscription Receipt Agent and irrevocably waiving any entitlement to interest, shortfall recovery, or claims against the Agents in connection with the Offering or RTO; and

(xxx) use its commercially reasonable efforts to satisfy the Escrow Release Conditions prior to the Escrow Deadline.

(b) Covenants of DR. DR hereby covenants to the Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Subscription Receipts, that DR (including its successors and assigns if applicable) will:

(i) allow the Agents and their representatives to conduct all due diligence regarding DR which the Agents may reasonably require to be conducted prior to the final Closing Date;

(ii) use its commercially reasonable efforts to fulfill or cause to be fulfilled, at or prior to the Closing Time, each of the conditions set out in Section 6 related to DR;

(iii) ensure that the Resulting Issuer Shares issued upon completion of the Amalgamation to the former holders of Subscription Receipts shall be duly issued as fully paid and non-assessable shares of the Resulting Issuer;

(iv) ensure that at all times prior to the expiry of the Warrants exercisable into Resulting Issuer Warrant Shares, a sufficient number of Resulting Issuer Warrant Shares are allotted and reserved for issuance upon the due exercise of the Resulting Issuer Warrants in accordance with their terms;

(v) ensure that the Resulting Issuer Warrant Shares, upon the due exercise of the Warrants exercisable into Resulting Issuer Warrant Shares in accordance with their terms, shall be duly issued as fully paid and non-assessable shares in the capital of the Resulting Issuer on payment of the purchase price therefor;

(vi) ensure that at all times prior to the expiry of the Compensation Options exercisable into Resulting Issuer Compensation Option Shares following completion of the RTO, a sufficient number of Resulting Issuer Compensation Option Shares are allotted and reserved for issuance upon the due exercise of the Compensation Options in accordance with their terms;

(vii) ensure that, upon due exercise of the Compensation Options partially exercisable into Resulting Issuer Compensation Option Shares in accordance with their terms, the

Resulting Issuer Compensation Option Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Resulting Issuer on payment of the purchase price therefor;

(viii) ensure that at all times prior to the expiry of the Compensation Option Warrants exercisable into Resulting Issuer Compensation Option Shares, a sufficient number of Resulting Issuer Compensation Option Warrant Shares are allotted and reserved for issuance upon the due exercise of the Compensation Option Warrants in accordance with their terms;

(ix) ensure that, upon due exercise of the Compensation Option Warrants partially exercisable into Resulting Issuer Compensation Option Warrant Shares following completion of the RTO in accordance with their terms, the Resulting Issuer Compensation Option Warrant Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Resulting Issuer on payment of the purchase price therefor;

(x) keep the Lead Agent (on behalf of the Agents) apprised of the progress and status of discussions with the CSE relating to the RTO, including all favourable and adverse developments;

(xi) from the date hereof until 120 days following the date of Listing not issue any additional equity or quasi-equity securities without prior written consent of the Lead Agent, such consent not to be unreasonably withheld, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to incentive plans of DR or the Resulting Issuer, as applicable, and other share compensation arrangements in effect as of the Closing Date or incentive plans or other share compensation arrangements that are adopted by the Resulting Issuer in connection with the RTO; (ii) the exercise of outstanding convertible securities; (iii) obligations in respect of existing agreements; and (iv) the issuance of securities in connection with bona fide property or share acquisitions in the normal course of business;

(xii) contemporaneously with the completion of the Closing, cause each of the Locked-Up Shareholders to execute Lock-Up Agreements in favour of the Agents;

(xiii) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Deadline, for a period of 24 months after the date the Escrow Release Conditions are satisfied, use its commercially reasonable best efforts to maintain the Resulting Issuer's status as a "reporting issuer" under the Securities Laws of at least one of the Designated Provinces not in default of any requirement of such Securities Laws, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing a consolidation, amalgamation, arrangement, sale of all or substantially all of the Resulting Issuer's assets, takeover bid, merger or other transaction whereby the Resulting Issuer ceases to be a "reporting issuer; and

(xiv) provided that the Escrow Release Conditions are satisfied on or before the Escrow Deadline, use its commercially reasonable efforts to ensure that the Resulting Issuer Shares issued to the former holders of Subscription Receipts, the Resulting Issuer Warrant Shares issuable upon exercise of the Warrants exercisable into Resulting Issuer Warrant Shares, the Resulting Issuer Compensation Option Shares issuable upon exercise of the Compensation Options and the Resulting Issuer Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants are, when issued, listed and

posted for trading on the CSE.

4. (a) Representations and Warranties of the Corporation. The Corporation represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the completion of the Offering, that:

(i) each of the Corporation and the Subsidiaries has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated, formed, amalgamated or continued, as the case may be and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Corporation or the Subsidiaries;

(ii) the Corporation and each of the Subsidiaries is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its Assets and Properties requires such qualification and has all requisite corporate power and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under the Transaction Documents, the Warrant Certificates, the Definitive Agreement and any other document, filing, instrument or agreement delivered in connection with the Offering and the RTO;

(iii) other than the Subsidiaries, the Corporation has no direct or indirect subsidiaries or any investment or proposed investment in any Person;

(iv) the Corporation owns, directly or indirectly, all of the issued and outstanding shares of each of the Subsidiaries, all of the issued and outstanding shares of each of the Subsidiaries are issued as fully paid and non-assessable shares free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Corporation or any of the Subsidiaries of any interest in any of the shares or other interests in the capital of any of the Subsidiaries;

(v) the Corporation and each of the Subsidiaries: (i) conduct and have been conducting their business in compliance in all material respects with all applicable Laws in each jurisdiction in which its business is carried on or in which its services are provided and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Laws, and (ii) are not in breach or violation of any judgment, order or decree of any Governmental Authority having jurisdiction over the Corporation or the Subsidiaries, as applicable,

(vi) (i) the Corporation and each of the Subsidiaries is the absolute legal and beneficial owner, and has good and valid title to, all of the material Assets and Properties thereof as described in the Due Diligence Materials, including all Contracts that are material to the Business, and no other material assets or properties are necessary for the conduct of the business of the Corporation or the Subsidiaries as currently conducted and as presently proposed to be conducted, (ii) the Corporation does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation or either of the Subsidiaries to use, transfer or otherwise exploit such Assets and Properties, and (iii) except for the 3% production royalty in respect of the Mining Properties payable to the Government of Portugal, neither the Corporation nor either of

the Subsidiaries has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any Person with respect to the Assets and Properties thereof;;

(vii) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under the Securities Laws necessary for the execution and delivery of Transaction Documents and the Warrant Certificates and the consummation of the transactions contemplated thereby will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the Closing Date and, in any event, within 10 Business Days of the Closing Date) or within such other deadline imposed by applicable Securities Laws;

(viii) the execution and delivery of each of the Transaction Documents, the Warrant Certificates and the Definitive Agreement and the performance by the Corporation of its obligations thereunder, the issue and sale of the Subscription Receipts and the Compensation Options and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Allied Underlying Securities, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Corporation or any of the Subsidiaries, including, without limitation, Securities Laws; (ii) the constating documents, by-laws or resolutions of the Corporation or any of the Subsidiaries which are in effect at the date hereof; (iii) any mortgage, note, indenture, Contract, agreement, joint venture, partnership, instrument, lease or other document to which the Corporation or any of the Subsidiaries are a party or by which they are bound; or (iv) any judgment, decree or order binding the Corporation, the Subsidiaries or their respective Assets and Properties;

(ix) at the Closing Time, each of the Transaction Documents shall have been duly authorized and executed and delivered by the Corporation and upon such execution and delivery each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(x) the Definitive Agreement has been duly authorized and executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(xi) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Subscription Receipts and the Warrants and to validly approve the allotment of and reserve for issuance the Common Shares issuable upon conversion of the Subscription Receipts and the Warrant Shares upon exercise of

the Warrants, and, upon the issuance thereof in accordance with the terms of the Subscription Receipts and the Warrants, respectively, such shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(xii) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Compensation Options and the Compensation Option Warrants and to validly approve the allotment of and reserve for issuance the Compensation Option Shares issuable upon exercise of the Compensation Options and the Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants, and, upon the issuance thereof in accordance with the terms of the Compensation Options and the Compensation Option Warrants, respectively, such shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(xiii) Odyssey Trust, at its principal office in Toronto, Ontario, has been duly appointed as registrar and transfer agent in respect of the Common Shares;

(xiv) Odyssey Trust, at its principal office in Toronto, Ontario, is duly appointed as the subscription receipt agent under the Subscription Receipt Agreement and as warrant agent under the Warrant Indenture;

(xv) there are no Contracts or agreements between either the Corporation or the Subsidiaries and any Person granting such Person the right to require the Corporation or any of the Subsidiaries to file a registration statement under Securities Laws in the United States or a prospectus under Securities Laws in Canada, with respect to any securities of the Corporation or the Subsidiaries owned or to be owned by such Person;

(xvi) there has not been any material change in the capital, assets, liabilities (absolute, accrued, contingent or otherwise) or obligations (absolute, accrued, contingent or otherwise) of the Corporation or any of the Subsidiaries, on a consolidated basis, from the information set forth in the Due Diligence Materials and since the date the Due Diligence Materials were provided to the Agents, there has not been any material adverse change in the business, operations, condition or prospects (financial or otherwise) or results of the operations of the Corporation or any of the Subsidiaries, on a consolidated basis, and to the best of the knowledge, information and belief of the Corporation, there have been no material facts, transactions, events or occurrences which could materially and adversely affect such capital, assets, liabilities (absolute, accrued, contingent or otherwise), obligations, business, operations, condition or prospects (financial or otherwise) of the Corporation or any of the Subsidiaries;

(xvii) to the knowledge of the Corporation, the information and statements set forth in the Due Diligence Materials do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xviii) the Corporation has not approved, has not entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or any of the Subsidiaries whether by asset sale, transfer of shares or otherwise;

(ii) other than in respect of the RTO, the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or any of the Subsidiaries or otherwise) of the Corporation or any of the Subsidiaries; or

(iii) any proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Corporation or any of the Subsidiaries;

(xix) the Corporation and the Subsidiaries have no Indebtedness except for indebtedness owed directly to vendors, consultants, suppliers and service providers that was incurred in the ordinary course of business or in connection with the Corporation's establishment of its operations in pursuit of the Business;

(xx) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by the Corporation or any of the Subsidiaries have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation or any of the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading or have a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any of the Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or any of the Subsidiaries. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Corporation or any of the Subsidiaries;

(xxi) the Corporation has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation or any of the Subsidiaries that are material, and there are no audits pending of the tax returns of the Corporation or any of the Subsidiaries (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;

(xxii) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit

preparation of financial statements in conformity with GAAP and to maintain accountability for assets; and (iii) access to assets is permitted only in accordance with management's general or specific authorization;

(xxiii) the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which, as of the date hereof, 54,830,900 Common Shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Corporation; and, except for stock options issued under the Company's stock option plan exercisable into 4,850,000 Common Shares, convertible debentures that convert into 23,386,685 Common Shares, Common Share purchase warrants exercisable into 197,400 Common Shares, and the Special Warrants, there are no options, warrants or other securities convertible into, or exchangeable or exercisable for, Common Shares, nor any agreements, rights or privileges (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued Common Shares, securities, warrants or convertible obligations of any nature of the Corporation;

(xxiv) none of outstanding shares of the Corporation were issued in violation of the pre-emptive or similar rights of any securityholder of the Corporation and no holder of outstanding shares in the capital of the Corporation is entitled to any pre-emptive or any similar rights to subscribe for any shares or other securities of the Corporation;

(xxv) at the Closing Time, no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Corporation will be outstanding and no Person has any agreement, option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any interest in the shares or other securities of the Corporation, in each case other than as disclosed in this Agreement or the Financial Statements;

(xxvi) no legal or governmental actions, suits, judgments, investigations or proceedings are pending to which the Corporation or any of the Subsidiaries or the directors, officers or employees of the Corporation or any of the Subsidiaries are a party or to which the Corporation or any of the Subsidiaries' property or assets are subject which if finally determined adversely to the Corporation or any of the Subsidiaries would be expected to result in a Material Adverse Effect and, to the knowledge of the Corporation, no such proceedings have been threatened against or are pending with respect to the Corporation or any of the Subsidiaries, or with respect to their respective property and assets and the Corporation and any of the Subsidiaries are not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

(xxvii) neither the Corporation nor any of the Subsidiaries is, in any material respect, (i) in violation of its constating documents or (ii) in default of the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound;

(xxviii) to the knowledge of the Corporation, no counterparty to a Contract of the Corporation or any of the Subsidiaries is in material default or breach of such Contract and there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a material default or breach by such party under any such Contract which would give rise to a right of termination on the part of such party to such Contract;

(xxix) the audited consolidated financial statements of the Corporation as at and for the years ended June 30, 2024 and 2023 and the draft unaudited financial statements of the Corporation for the period ended December 31, 2024 (the "**Financial Statements**") prepared in accordance with GAAP, contain no misrepresentations and present fairly, in all material respects, the financial condition of the Corporation and the Subsidiaries, taken as a whole, as at the date thereof and the results of the operations and cash flows of the Corporation for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Corporation since June 30, 2024;

(xxx) since December 31, 2024, there has been no change in the condition (financial or otherwise), or in the business, capital, affairs, operations, properties, assets, liabilities or prospectus of the Corporation or the Subsidiaries, whether or not arising in the ordinary course of business, which would have a Material Adverse Effect;

(xxxi) the description of the assets and liabilities (absolute, accrued, contingent or otherwise) of the Corporation and the Subsidiaries set forth in the Financial Statements fairly represents, in accordance with GAAP, the financial position and condition of the Corporation and the Subsidiaries (taken as a whole) at the dates thereof and reflects all material liabilities (absolute, accrued, contingent or otherwise) of the Corporation and the Subsidiaries, on a consolidated basis, as at the dates thereof and the Corporation and the Subsidiaries, on a consolidated basis, have no additional material liabilities (absolute, accrued, contingent or otherwise) which are not set forth in the Financial Statements and the assets of the Corporation and the Subsidiaries, on a consolidated basis, are in all material respects as set forth in the Financial Statements;

(xxxii) there is no material fact known to the Corporation which the Corporation has not disclosed to the Agents which materially adversely affects, or would reasonably be expected to materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of the Corporation and the Subsidiaries, on a consolidated basis, or the ability of the Corporation to perform its obligations under the Transaction Documents and the Definitive Agreement;

(xxxiii) since December 31, 2024: (i) neither the Corporation nor any of the Subsidiaries have paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor; (ii) neither of the Corporation nor any of the Subsidiaries have incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business or which in the aggregate are not material; and (iii) other than the proposed RTO, neither of the Corporation nor any of the Subsidiaries have entered into any material transactions;

(xxxiv) the statements set forth in the Investor Presentation in relation to the Offering and the Corporation are true and correct in all material respects and do not contain any misrepresentation;

(xxxv) no material fact has been omitted from the Investor Presentation that is required to be stated in the document or is necessary to make the statements made therein in relation to the Offering and the Corporation not misleading in light of the circumstances in which they were made;

(xxxvi) to the knowledge of the Corporation, the Investor Presentation complies in all material respects with applicable Securities Laws

(xxxvii) to the knowledge of the Corporation, the statistical, industry and market related data including in the Investor Presentation are derived from sources which the Corporation reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived;

(xxxviii) the Corporation and each of the Subsidiaries: (i) is and at all times has been in compliance in all material respects with all applicable Laws; (ii) has not received any correspondence or notice from any Governmental Authority alleging or asserting noncompliance with any applicable Laws or any licences, certificates, approvals, clearances, authorizations, permits, qualifications, consents and supplements or amendments thereto required by any such applicable Laws (collectively, "**Authorizations**"); (iii) possess all Authorizations required for the conduct of the Business except for those Authorizations which, if not held, could not reasonably be expected to have a Material Adverse Effect, and such Authorizations are valid and in full force and effect and the Corporation and the Subsidiaries are not in violation of any term of any such Authorization, except where such violation could not reasonably be expected to have a Material Adverse Effect; (iv) have not received notice of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Corporation or any of the Subsidiaries is in violation of any applicable Laws or Authorizations and have no knowledge or reason to believe that any such Governmental Authority or third party is considering any such claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action; (v) have not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Authorizations and/or will not grant any required Authorization and have no knowledge or reason to believe that any such Governmental Authority is considering such action; and (vi) have, or have had on their behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission);

(xxxix) the Corporation and each of the Subsidiaries own or have the right to use all of the Intellectual Property owned or used by the Business as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of the Corporation and each of the Subsidiaries in such Intellectual Property have been made and are in good standing except where the failure to make such registrations or filings could not reasonably be expected to have a Material Adverse Effect. The Corporation and each of the Subsidiaries have no pending action or proceeding, nor any threatened action or proceeding, against any Person with respect to the use of such Intellectual Property and there are no circumstances which cast doubt on the validity or enforceability of such Intellectual Property owned or used by the Corporation and any of the Subsidiaries. The conduct of the Business does not, to the knowledge of the Corporation, infringe upon the intellectual property rights of any other Person. The Corporation and the Subsidiaries have no pending action or proceeding, nor, to the knowledge of the Corporation, is there any threatened action or proceeding against them with respect to the Corporation's and the Subsidiaries' use of such Intellectual Property;

(xl) there are no material third party consents required to be obtained in order for the Corporation to create and issue the Subscription Receipts and the Compensation Options other than those which have been obtained;

(xli) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation or any of the Subsidiaries has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;

(xlii) other than transfer restrictions under the Corporation's articles, there are no voting trusts or agreements, shareholders' agreements, buy sell agreements, rights of first refusal agreements, agreements relating to restrictions on transfer, pre-emptive rights agreements, tag-along agreements, drag along agreements, proxies relating to any of the securities of the Corporation or any of the Subsidiaries or any agreement which in any manner affects or will affect to the voting or control of any securities of the Corporation or any of the Subsidiaries, to which the Corporation or any of the Subsidiaries is a party;

(xliii) no union has been certified to represent any employees of the Corporation or any of the Subsidiaries and, to the knowledge of the Corporation, no application for certification is pending with respect to the employees of the Corporation or any of the Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the facilities of the Corporation or any of the Subsidiaries and none is currently being negotiated by the Corporation or any of the Subsidiaries;

(xliv) the Corporation and the Subsidiaries are each in compliance in all material respects with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and have not and are not engaged in any unfair labour practice;

(xlv) none of the Corporation or the Subsidiaries have any agreement or plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or any of the Subsidiaries for the benefit of any current or former director, officer, employee or consultant of the Corporation or any of the Subsidiaries (the "**Employee Plans**"). Each Employee Plan of the Corporation or the Subsidiaries as set out in the Due Diligence Materials, has been maintained in all material respects with its terms and with the requirements prescribed by all Laws that are applicable to such Employee Plans;

(xlvi) no current or former employee, officer or director of the Corporation or any of the Subsidiaries is entitled to a severance, termination or similar payment as a result of the RTO;

(xlvii) no Person would be entitled to: (i) a payment under a Contract with the Corporation or any of the Subsidiaries as a result of the Offering or the RTO; or (ii) terminate a Contract with the Corporation or any of the Subsidiaries as a result of the RTO;

(xlviii) no material labour dispute with current and former employees of the Corporation or any of the Subsidiaries exists, or, to the knowledge of the Corporation, is imminent and the

Corporation is not aware of any existing, threatened or imminent material labour dispute by the employees of any of the principal suppliers, manufacturers or contractors of the Corporation or any of the Subsidiaries;

(xlix) other than as disclosed in the Circular, to the knowledge of the Corporation, none of the directors, officers or employees of the Corporation or any of the Subsidiaries or any associate or affiliate of any of the foregoing have any material interest, direct or indirect, in any material transaction or any proposed transaction with the Corporation or any of the Subsidiaries that materially affects, is material to or will materially affect the Corporation or any of the Subsidiaries;

(l) with respect to each premises of the Corporation or the Subsidiaries which is material to the Corporation and the Subsidiaries on a consolidated basis and which the Corporation or the Subsidiaries occupies as tenant (the "**Leased Premises**"), the Corporation or the Subsidiaries occupies the Leased Premises and has the right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation and/or the Subsidiaries occupies the Leased Premises is in good standing and in full force and effect;

(li) the Corporation's and each of the Subsidiaries' insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of law and provide insurance, including liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by the Corporation and the Subsidiaries. Neither the Corporation nor any of the Subsidiaries are in default in any material respect with respect to the payment of any premium or compliance with any of the provisions contained in any such insurance policy and have not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which the Corporation or any of the Subsidiaries would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. Neither the Corporation nor any of the Subsidiaries have received notice from any of the insurers regarding cancellation of such insurance policy;

(lii) the minute books and records of the Corporation and each of the Subsidiaries made available to counsel for the Agents in connection with the due diligence investigation of the Corporation and the Subsidiaries for the period from the date of incorporation to the date hereof are all of the minute books of the Corporation and each of the Subsidiaries and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation and each of the Subsidiaries to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Corporation or the Subsidiaries to the date hereof not reflected in such minute books;

(liii) (i) the Corporation and the Subsidiaries, their Assets and Properties and the operation of the Business, have been and are, to the knowledge of the Corporation, in compliance in all material respects with all Environmental Laws; (ii) none of the Corporation nor any of the Subsidiaries are in material violation of any regulation relating to the release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**"); (iii) the Corporation and each of the Subsidiaries have complied in all material respects with all

reporting and monitoring requirements under all Environmental Laws; (iv) none of the Corporation nor any of the Subsidiaries have received any written notice from a Governmental Authority of any material non-compliance in respect of any Environmental Laws; (v) to the knowledge of the Corporation, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or Remediation, or an action, suit or proceeding by any private party or governmental body or agency against the Corporation or any of the Subsidiaries relating to Hazardous Materials or any Environmental Laws; and (vi) all Environmental Permits necessary to conduct the Business have been obtained, are valid and in full force and effect and have been complied in all material respects and no proceeding has been threatened, or to the knowledge of the Corporation, is pending to revoke or limit any Environmental Permit;

(liv) neither the Corporation nor the any of the Subsidiaries, have used, except in material compliance with all Environmental Laws and Environmental Permits, the Mining Properties to generate, manufacture, process, use, treat, store, dispose of, transport or handle any Hazardous Materials; to the knowledge of the Corporation, there are no environmental audits, evaluations, assessments, studies or tests relating to the Mining Properties except for ongoing assessments conducted by or on behalf of the Corporation or any of the Subsidiaries in the ordinary course;

(lv) Pan Metals, Unipessoal Lda. has good and marketable beneficial title to its interest in the Mining Properties, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, and property rights (including access rights) as are necessary for the conduct of the business of the Corporation as currently conducted or contemplated to be conducted; the Corporation does not know of any claim or basis for any claim that might or could adversely affect the right of the Corporation to use, transfer or otherwise exploit the Mining Properties;

(lvi) the Corporation and the Subsidiaries hold beneficial interest in 100% of the mining concessions, mining claims, mining and exploration licenses, property leases, or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located (the "**Mining Rights**") in respect of the deposits, ore bodies and minerals located in properties in which the Corporation or the Subsidiaries have an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, including but not limited to the Material Agreements, sufficient to permit the Corporation or the Subsidiaries to explore for minerals, free and clear of any liens, charges or encumbrances, and all property, leases, claims or licences in which the Corporation or the Subsidiaries have any interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting, except that the mineral concession comprising the Vila Verde Tungsten Project is being converted from a research and prospecting concession to an exploitation mineral concession; the Corporation and the Subsidiaries have all the necessary surface rights, access rights and other necessary rights and interest relating to the properties in which the Corporation or the Subsidiaries has an interest granting the Corporation or the Subsidiaries the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of their respective rights and interests therein, and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto, including but not limited to referred to above are currently in good standing in the name of Mineralia, held beneficially in trust for the Corporation or the Subsidiaries. The Mining Rights in respect of the Mining

Properties constitute a complete description of all material Mining Rights held by the Corporation or the Subsidiaries;

(lvii) any and all of the agreements and other documents and instruments pursuant to which the Corporation and the Subsidiaries hold any property or any interest in a property, including, but not limited to the Material Agreements, are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof; neither the Corporation nor the Subsidiaries are in default and, to the knowledge of the Corporation, none of the other parties thereto are in default, of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. The Mining Properties (or, as may be applicable, any of the Material Agreements) of the Corporation and the Subsidiaries are not subject to any right of first refusal or purchase or acquisition rights;

(lviii) the Corporation and each of the Subsidiaries hold all requisite licences, registrations, qualifications, permits, consents and other approvals, including in respect of any Mining Rights (collectively, the "**Licenses**"), necessary for carrying on their business as currently carried on and all such Licenses are valid and subsisting and in good standing in all material respects except the mineral concession comprising the Vila Verde Tungsten Project is being converted from a research and prospecting concession to a mineral exploitation concession, and except where the failure to hold such Licences would not have a material adverse effect on the Corporation and the Subsidiaries taken as a whole, and the Corporation and each of the Subsidiaries has not received any notice of proceedings relating to the revocation, adverse modification or cancellation of or any intention to revoke, adversely modify or cancel any of the Licenses. The Corporation and each of the Subsidiaries are the beneficial holders in good standing of all of their material Licences free and clear of any encumbrances which would have a Material Adverse Effect on the Corporation and the Subsidiaries, as a whole, and none of the Corporation nor the Subsidiaries has knowledge of any claim of adverse ownership in respect thereof;

(lix) to the knowledge of the Corporation and each of the Subsidiaries, there are no claims with respect to Aboriginal rights pending or threatened, with respect to the Mining Properties, that is reasonably likely to cause a Material Adverse Effect;

(lx) all exploration activities on the Mining Properties have been conducted in all respects in accordance with good mining exploration and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with;

(lxi) all information requested by the authors of the Technical Reports was made available to them, prior to the issuance of such report, for the purpose of preparing such report, which information did not contain any material misrepresentation at the time such information was so provided. The Technical Reports comply, in all material respects, with NI 43-101;

(lxii) there has been no change or event that would require any of the Technical Reports to be updated pursuant to NI 43-101;

(lxiii) all the Mining Rights on the Mining Properties are in good standing and the Corporation and the Subsidiaries have incurred the minimum exploration expenditures in respect thereof in order to keep such rights in good standing, except the mineral concession comprising the Vila Verde Tungsten Project is being converted from a research and

prospecting concession to a mineral exploitation concession, and there are no liens or encumbrances registered or outstanding against the interests therein or the rights related thereto, all material payment obligations thereunder have been met, the title to the rights to which the agreements relate are valid, subsisting and enforceable titles held by the titleholder who are party to the respective agreements, including but not limited to the Material Agreements;

(lxiv) all information which has been prepared by the Corporation relating to the Corporation, the Subsidiaries, the Business and their respective property and liabilities and made available to the Agents, including the Investor Presentation and all financial, marketing, sales and operational information related to the Corporation, the Subsidiaries and the Business provided to the Agents was, as of the date of such information, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading and did not contain a misrepresentation;

(lxv) other than the Agents, there is no Person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement;

(lxvi) a true and complete copy of the Definitive Agreement has been provided to the Agents;

(lxvii) to the knowledge of the Corporation, there has been no (i) actual or alleged breach or default by any party of any provisions of the Definitive Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Definitive Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Definitive Agreement, and, to the knowledge of the Corporation, no state of facts giving rise to any of the foregoing exists; and

(lxviii) to the knowledge of the Corporation, no event has occurred or condition exists which will prevent the RTO from being completed prior to the Escrow Deadline.

(b) Representations and Warranties of DR. DR represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the completion of the Offering, that:

(i) each of DR and DR Subco has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated, formed, amalgamated or continued, as the case may be and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of DR or DR Subco;

(ii) each of DR and DR Subco is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its Assets and Properties requires such qualification and has all requisite corporate power and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under the Transaction Documents to which it is a party, the Definitive Agreement and any other document, filing, instrument or agreement delivered in connection with the Offering and the RTO;

(iii) DR is a "reporting issuer" within the meaning of applicable Securities Laws in the Provinces of British Columbia, Alberta and Ontario, is in good standing and is not included in a list of defaulting reporting issuers maintained by the applicable Securities Regulators in such provinces, and is in compliance, in all material respects, with all of its obligations as a reporting issuer and has not been the subject of any investigation by any stock exchange or any Securities Regulator, is current with all filings required to be made by it under Securities Laws and other Laws, is not aware of any deficiencies in the filing of any documents or reports with any Securities Regulators and there is no material change relating to DR which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Regulators, and no securities commission, securities exchange or court has issued any order or obtained any undertaking that adversely impacts, delays or prevents, or that could adversely impact, delay or prevent, the RTO, as currently contemplated;

(iv) the authorized capital of DR consists of an unlimited number of DR Common Shares, of which, immediately prior to the closing of the Offering, 101,390,580 DR Common Shares will be issued and outstanding and, other than common share purchase warrants entitling the holders thereof to acquire an aggregate of 4,675,000 DR Common Shares an exercise price of $0.06 per share expiring on June 13, 2026 (collectively, the "**DR Warrants**"), no other DR Common Shares or Consolidated DR Shares are or will be reserved for issuance or be issuable, whether pursuant to any convertible securities of DR or otherwise prior to the completion of the RTO;

(v) no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of either DR or DR Subco will be outstanding immediately prior to the completion of the RTO and no Person has or will have any agreement, option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any interest in the shares or other securities of DR or DR Subco other than (i) 4,675,000 DR Warrants; and (ii) pursuant to the RTO as described in this Agreement or the Definitive Agreement;

(vi) DR has no direct or indirect subsidiaries other than DR Subco and Deeprock Subco nor any investment or proposed investment in any Person and, other than the Definitive Agreement and as described therein, DR is not party to any agreement, option or commitment to acquire any shares or securities of any Person:

(vii) DR owns, directly or indirectly, all of the issued and outstanding shares of each of DR Subco and Deeprock Subco, all of the issued and outstanding shares of each of DR Subco and Deeprock Subco are issued as fully paid and non-assessable shares, in each case, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from DR, DR Subco, or Deeprock Subco of any interest in any of the shares or other interests in the capital of DR Subco and Deeprock Subco;

(viii) the issued and outstanding DR Common Shares are listed and posted for trading on the CSE and, other than in contemplation of the RTO, DR has not taken any action which could be reasonably expected to result in the delisting or suspension of such DR Common Shares on or from the CSE and DR is currently in compliance with the rules and policies

of the CSE;

(ix) all material filings and fees required to be made and paid by DR pursuant to applicable Securities Laws and the rules and policies of the CSE have been made and paid;

(x) DR has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits;

(xi) DR has the corporate power, authority and capacity to enter into each of the Transaction Documents to which it is a party, and to perform and carry out the transactions contemplated hereby and thereby and the execution and delivery of the Transaction Documents to which it is a party and the Definitive Agreement and the completion of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of DR, subject to the receipt of all requisite shareholder approvals of DR described in the Definitive Agreement;

(xii) upon the completion of the RTO, all consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of the Definitive Agreement and the consummation of the transactions contemplated thereby will have been made or obtained, as applicable, other than any filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws and other customary post-closing filings;

(xiii) each of the execution and delivery of the Transaction Documents to which DR is a party and the performance by DR of its obligations thereunder, and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to DR, including Securities Laws and the securities laws of any other province in which DR is a "reporting issuer"; (ii) the constating documents, articles or resolutions of DR which are in effect at the date of hereof; (iii) any Contract to which DR is a party or by which DR is bound; or (iv) any judgment, decree or order binding DR or the property or assets of DR;

(xiv) there is no Person acting or purporting to act at the request of DR who is entitled to any brokerage, agency, finders, fiscal advisory or similar fee in connection with the Offering, the RTO or the other transactions contemplated herein and in the Definitive Agreement;

(xv) DR has received all requisite shareholder approvals of DR described in the Definitive Agreement, and all necessary corporate action has been taken or will have been taken prior to the completion of the RTO by DR so as to: (i) validly issue the Resulting Issuer Shares to the former holders of Subscription Receipts as fully paid and non-assessable shares of the Resulting Issuer; and (ii) allot, reserve and authorize the creation (if applicable), and issuance of the Resulting Issuer Warrant Shares issuable upon the

exercise of the Warrants exercisable into Resulting Issuer Warrant Shares, the Resulting Issuer Compensation Option Shares and Resulting Issuer Compensation Option Warrants issuable upon exercise of the Compensation Options, and the Resulting Issuer Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants, and, upon the issuance of the Resulting Issuer Warrant Shares in accordance with the terms of the Warrants, the Resulting Issuer Compensation Option Shares in accordance with the terms of the Compensation Options and the Resulting Issuer Compensation Option Warrant Shares in accordance with the terms of the Compensation Option Warrants, such shares shall be issued as fully paid and non-assessable shares of the Resulting Issuer;

(xvi) following completion of the RTO, the Warrants will continue in effect and the obligations with respect to each whole Warrant shall be assumed by the Resulting Issuer and being exercisable into a Resulting Issuer Warrant Share;

(xvii) following completion of the RTO, the Compensation Options will continue in effect and the obligations with respect to each whole Compensation Option shall be assumed by the Resulting Issuer and being exercisable into a Resulting Issuer Compensation Option Share and a Resulting Issuer Compensation Option Warrant Share;

(xviii) at the Closing Time, each of the Transaction Documents to which DR is a party shall have been duly authorized and executed and delivered by DR and upon such execution and delivery each shall constitute a valid and binding obligation of DR and each shall be enforceable against DR in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(xix) the Definitive Agreement has been duly authorized and executed and delivered by DR and constitutes a valid and binding obligation of DR enforceable against DR in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law and that enforceability is subject to the provisions of the *Limitations Act* (British Columbia);

(xx) there is no bankruptcy, liquidation, winding-up or other similar proceeding in progress or, to the knowledge of DR, pending or threatened of or against DR before any court, regulatory or administrative agency or tribunal;

(xxi) there are no legal or governmental actions, suits, judgments, investigations or proceedings against DR or DR Subco or which the directors, officers or employees of DR or DR Subco are a party or to which DR's or DR Subco's property or assets are subject which if finally determined adversely to DR or DR Subco would be expected to result in a Material Adverse Effect and, to the knowledge of DR, no such proceedings have been threatened against or are pending with respect to DR or DR Subco, or with respect to their respective property and assets and neither DR nor DR Subco are subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or

in the aggregate, would reasonably be expected to have a Material Adverse Effect;

(xxii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of DR or DR Subco have been issued by any regulatory authority and are continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of DR, are pending, contemplated or threatened by any regulatory authority;

(xxiii) the audited financial statements of DR for the financial years ended November 30, 2023 and 2022 (i) have been prepared in accordance with International Financial Reporting Standards applicable to publicly accountable enterprises, and (ii) fairly present, in all material respects, the financial position, results of operations, the changes in its financial position and cash flows of DR as of the dates thereof and for the periods covered thereby;

(xxiv) since November 30, 2023, except as disclosed in the Disclosure Documents: (i) there has not been any material change in the business, assets, liabilities, obligations (absolute, accrued, contingent or otherwise), condition (financial or otherwise), prospects or results of operations of DR; (ii) there has not been any material change in the equity capital or long-term debt of DR; and (iii) the only expenses and obligations incurred by DR are those related to general administrative expenses, expenses associated with being a public company, expenses associated with the identification and evaluation of a new business opportunity for he purpose of acquisition or participation;

(xxv) other than the Definitive Agreement, neither DR nor DR Subco is party to or bound by any material Contract or any employment Contracts as of the date hereof, other than those Contracts which will be assumed by Deeprock Subco pursuant to the Spin-Out;

(xxvi) except as disclosed in the Disclosure Documents, DR is not a party to any Debt Instrument nor any Contract to create, assume or issue any Debt Instrument, nor does DR have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the Tax Act) with DR;

(xxvii) no current or former employee, officer or director of DR or DR Subco is entitled to a severance, termination or similar payment as a result of the RTO;

(xxviii) no Person is entitled to a payment under a Contract with DR or DR Subco as a result of the Offering or the RTO;

(xxix) DR has not approved, contemplated or entered into any agreement in respect of, nor has any knowledge of: (i) other than pursuant to the Spin-Out, the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by DR whether by asset sale, transfer of shares or otherwise; (b) other than pursuant to the RTO, the change of control by sale or transfer of shares or sale of all or substantially all of the property and assets of DR; or (c) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of DR (other than as a result of the RTO);

(xxx) the minute books and records of DR and DR Subco made available to counsel for the Agents in connection with the due diligence investigation of DR and DR Subco for the

period from the date of incorporation to the date hereof are all of the minute books of DR and DR Subco and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of DR and DR Subco to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of DR and DR Subco to the date hereof not reflected in such minute books except those which would not be expected to have a Material Adverse Effect;

(xxxi) the Disclosure Documents contain all material facts pertaining to the securities of DR and did not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. DR has been in compliance in all material respects with its timely and continuous disclosure obligations under applicable Securities Laws in Canada, and, without limiting the generality of the foregoing, there has been no material change or material fact as to DR that has occurred which has not been publicly disclosed. DR has not filed any confidential material change reports which remain confidential as at the date hereof and there are no circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII – Civil Liability for Secondary Market Disclosure of the *Securities Act* (Ontario) and analogous provisions under applicable Securities Laws in the Provinces of Ontario, Alberta and British Columbia;

(xxxii) all Taxes due and payable or required to be collected or withheld and remitted, by DR have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by DR have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading or have a Material Adverse Effect. To the knowledge of DR, no examination of any tax return of DR is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by DR. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to DR;

(xxxiii) DR has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of DR, and there are no audits in progress, or to the knowledge of DR, pending of the tax returns of DR (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;

(xxxiv) DR maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with International Financial Reporting Standards and to maintain accountability for assets; and (iii) access to assets is permitted only in accordance with management's general or specific authorization;

(xxxv) no information relating to DR and DR Subco provided to the Agents contains any untrue statement of a material fact or omits to state a material fact required to be stated therein

or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no material fact known to DR which DR has not disclosed to the Agents which materially adversely affects, or so far as DR can now reasonably foresee, will materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of DR and DR Subco, on a consolidated basis, or the ability of DR to perform its obligations under the Transaction Documents to which it is a party and the Definitive Agreement;

(xxxvi) Each of DR Subco and Deeprock Subco was incorporated for the sole purpose of completing the transactions contemplated by the Definitive Agreement and has no active operations;

(xxxvii) Each of DR Subco and Deeprock Subco: (i) does not own any property or assets or have any right or obligations to acquire any assets; (ii) has no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise); and (iii) does not have any obligation to issue any Debt Instruments;

(xxxviii) other than for the purposes of the transactions contemplated by the Definitive Agreement, since the date of incorporation of DR Subco: (a) DR Subco has not conducted any business; (b) there has not occurred one or more changes, events or occurrences which would, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect; (c) DR Subco has not incurred any liabilities, indebtedness or obligations of any nature (whether accrued, absolute, contingent or otherwise); and (d) there has not been any incurrence, assumption or guarantee by DR Subco of any debt for borrowed money, any creation or assumption by DR Subco of any Encumbrance, or any making by DR Subco of any loan, advance or capital contribution to or investment in any other Person;

(xxxix) a true and complete copy of the Definitive Agreement has been provided to the Agents;

(xl) to the knowledge of DR, there has been no (i) actual or alleged breach or default by any party of any provisions of the Definitive Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Definitive Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Definitive Agreement, and, to the knowledge of DR, no state of facts giving rise to any of the foregoing exists; and

(xli) to the knowledge of DR, no event has occurred or condition exists which will prevent the RTO from being completed prior to the Escrow Deadline.

(c) Representations, Warranties and Covenants of the Agents. Each of the Agents hereby represents, warrants and covenants to the Corporation and DR, severally and not jointly nor jointly and severally, and acknowledges that the Corporation and DR are relying upon such representations and warranties in connection with the completion of the Offering, that:

(i) it has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which each of it was incorporated, formed, amalgamated or continued, as the case may be, and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of it;

(ii) it has good and sufficient right and authority to enter into this Agreement and to complete the transactions contemplated under this Agreement and any other documents in connection with the Offering to which it is a party;

(iii) it is duly registered pursuant to the provisions of applicable Securities Laws, and is duly registered or licensed as an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed, it will act only through members of a selling group who are so registered or licensed;

(iv) this Agreement constitutes a legal, valid and binding obligation of such Agent, enforceable against such Agent in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable Law;

(v) it will use its commercially reasonable efforts to arrange for Purchasers in the Selling Jurisdictions;

(vi) it has complied and will comply, and shall require any investment dealer or broker, other than the Agents, with which the Agents have a contractual relationship in respect of the sale of the Subscription Receipts (each a "**Selling Firm**") to comply, with all applicable Securities Laws in connection with the sale of the Subscription Receipts, and shall offer the Subscription Receipts for sale directly and through Selling Firms upon the terms and conditions set out in this Agreement. The applicable Agent offered and will offer, and shall require any Selling Firm to offer, the Subscription Receipts for sale and sell the Subscription Receipts only in those jurisdictions where they may be lawfully offered for sale or sold (being the Selling Jurisdictions). Any Selling Firm appointed by the Agents shall be compensated by the Agents from their compensation hereunder. It shall use its best efforts to ensure that any Selling Firm appointed pursuant to this Agreement complies with the covenants and obligations of the Agents hereunder;

(vii) it shall, and shall require any Selling Firm to agree to, offer the Subscription Receipts in a manner which complies with and observes all applicable Laws and regulations in each jurisdiction into and from which they may offer to sell the Subscription Receipts;

(viii) it and its representatives (including any Selling Firms) have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Subscription Receipts in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio, television or otherwise or conducted any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising;

(ix) it has not and will not: (i) provide prospective Purchasers with any document or other material that would constitute an offering memorandum within the meaning of applicable Securities Laws, other than the Investor Presentation or (ii) solicit offers to purchase or sell the Subscription Receipts so as to require the filing of a prospectus or registration statement with respect thereto or the provision of a

contractual right of action (as defined in Ontario Securities Commission Rule 14-501) or a statutory right of action under the laws of any jurisdiction; and

(x) it represents and warrants that it is an "accredited investor" as defined in NI 45-106 and is acquiring the Compensation Options as principal with investment intent and not with a view to distribution.

In the case of ECM Capital Advisors Ltd. it further represents, warrants and covenants to the Corporation and DR that:

(i) it is a registered firm with the Securities Commission of the Bahamas and is permitted to operate as a Securities Dealer, advising on securities and arranging deals in securities outside of Canada and the United States of America (a "**Registered Firm**"); and

(ii) as a Registered Firm, it may: (a) execute or facilitate trades, provide portfolio management services, or engage in discretionary trading; (b) act as an intermediary between buyers and sellers or establish itself as a market maker; (c) participate in activities where compensation or remuneration is expected in connection with trade facilitation; and/or (d) solicit trades, recommend specific securities, or offer investment advice to clients or third parties.

5. Closing Deliveries. The purchase and sale of the Subscription Receipts shall be completed at the Closing Time at the offices of Aird and Berlis LLP, Toronto, Ontario or at such other place as the Agents and the Corporation may agree upon in writing. At the Closing Time: (i) other than in respect of the Direct Settlers, the Corporation shall issue the Subscription Receipts in certificated form and/or in accordance with the "non-certificated inventory" rules and procedures of CDS, and shall direct CDS to credit the Subscription Receipts to the accounts of participants of CDS as designated by the Agents, against payment to the Subscription Receipt Agent (to be held in escrow in accordance with the terms of the Subscription Receipt Agreement) of the aggregate Offering Price therefor payable by the Purchasers, less 50% of the Cash Compensation and all of the estimated expenses payable to the Agents at the Closing Time pursuant to Section 9 (which may be settled in Units of the Corporation at the Offering Price, at the election of the Lead Agent), by wire transfer of immediately available funds; and (ii) in respect of the Direct Settlers, the Corporation shall issue the Subscription Receipts in certificated form against payment by the Corporation or the Direct Settler, as the case may be, to the Subscription Receipt Agent (to be held in escrow in accordance with the terms of the Subscription Receipt Agreement) of the aggregate Offering Price for all of the Subscription Receipts sold to Direct Settlers in immediately available funds by way of bank draft, certified cheque or wire transfer; provided, however, that this clause shall not apply to any Direct Settlers who are insiders of the Corporation or DR and who are not submitting funds into escrow, and such insiders shall receive their Subscription Receipts directly from the Corporation without any requirement for payment to the Subscription Receipt Agent or the holding of such funds in escrow.

6. Closing Conditions. Each Purchaser's obligation to purchase the Subscription Receipts shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, certifying for and on behalf of the Corporation (without personal liability), to the best of their knowledge, information and belief, after due inquiry, that:

A. no order, ruling or determination having the effect of suspending the sale or ceasing the

trading in any securities of the Corporation or prohibiting the issue and sale of the Subscription Receipts or any of the Corporation's issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;

B. since December 31, 2024 (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or share structure of the Corporation, and (B) no material transactions have been entered into by the Corporation;

C. the Corporation has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and

D. the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time;

(b) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer of DR (without personal liability), or such other director or officer of DR as the Agents may agree, certifying for and on behalf of behalf of DR, to the best of their knowledge, information and belief, after due inquiry, that;

A. no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of DR or any of DR's issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;

B. since November 30, 2023 (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of DR, and (B) no material transactions have been entered into by DR, other than as disclosed in the Disclosure Documents;

C. DR has duly complied in all material respects with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and

D. the representations and warranties of DR contained in this Agreement are true and correct in all material respects (or in the case of any representation or warranty containing a materiality or a Material Adverse Effect qualification, in all respects) as of the Closing Time with the same force and effect as if made at and as of the Closing Time (except where a representation or warranty is made as of a specified date, in which case it must be true and correct as of such date) after giving effect to the transactions contemplated by this Agreement;

(c) the Agents shall have received a certificate dated the Closing Date, signed by an appropriate officer or officers of the Corporation (without personal liability) addressed to the Agents, with respect to the constating documents of the Corporation, all resolutions of the Corporation's board of directors relating to the Transaction Documents, the Definitive Agreement and otherwise pertaining to the purchase and sale of the Subscription Receipts and the transactions contemplated hereby and

thereby, the incumbency and specimen signatures of signing officers and such other matters as the Agents may reasonably request;

(d) the Agents shall have received at the Closing Time a certificate dated the Closing Date, signed by appropriate officers of DR (without personal liability) addressed to the Agents, with respect to constating documents of DR, all resolutions of DR' board of directors relating to the Transaction Documents to which DR is a party, the Definitive Agreement and otherwise pertaining to the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers in the form of a certificate of incumbency and such other matters as the Agents may reasonably request;

(e) the Agents shall have been satisfied, in their sole discretion, with the results of its due diligence review of each of the Corporation, DR, and their respective businesses, operations and financial conditions and market conditions at the Closing Time;

(f) the Agents shall have received a certificate of status (or equivalent) with respect to the jurisdiction in which each of the Corporation, DR and the Subsidiaries was incorporated or continued, as the case may be;

(g) the Agents shall have received satisfactory evidence, acting reasonably, that all requisite approvals and consents have been obtained by each of the Corporation and DR and remain in full force and effect in order to complete the Offering;

(h) each of the Transaction Documents shall be in a form acceptable to the Agents, acting reasonably, and shall have been executed and delivered by the Corporation and DR, as applicable;

(i) the Agent's shall have received the executed Lock-Up Agreements;

(j) the Agents shall have received legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from Aird and Berlis LLP, counsel to the Corporation, and S. Paul Simpson Law Corporation, counsel to DR, and where appropriate, counsel in the other Designated Provinces, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation or DR, as appropriate, with respect to the following matters:

A. with respect to the Corporation:

(i) as to the incorporation and valid existence of the Corporation;

(ii) as to the authorized and issued shares of the Corporation immediately prior to the Closing Time;

(iii) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets and execute and deliver the Transaction Documents and the Definitive Agreement and to perform all of its obligations thereunder and to issue the Subscription Receipts, the Common Shares and Warrants comprising the Units, the Warrant Shares, the Compensation Options, the Compensation Option Shares and Compensation Option Warrants comprising the Compensation Option Units and the Compensation Option Warrant Shares;

(iv) each of the Transaction Documents and the Definitive Agreement has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable Law;

(v) the execution and delivery of the Transaction Documents and the Definitive Agreement, the performance by the Corporation of its obligations thereunder and the issuance and sale of the Subscription Receipts and the issue of the Common Shares and Warrants comprising the Units, the Warrant Shares, the Compensation Options, the Compensation Option Shares and Compensation Option Warrants comprising the Compensation Option Units and the Compensation Option Warrant Shares does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) the provisions of the OBCA; or (B) the constating documents of the Corporation;

(vi) the authorization, creation and valid issuance of the Subscription Receipts and the Compensation Options;

(vii) the Common Shares partially comprising the Units, the Warrant Shares, the Compensation Option Shares partially comprising the Compensation Option Units and the Compensation Option Warrant Shares have been duly authorized, and, in the case of the Warrant Shares, the Compensation Option Shares and the Compensation Option Warrant Shares, allotted and reserved for issuance;

(viii) the Common Shares partially comprising the Units have been and, upon the due exercise of the Warrants, the Compensation Options and the Compensation Option Warrants in accordance with the provisions thereof, the Warrant Shares, the Compensation Option Shares and the Compensation Option Warrant Shares, respectively, will be, validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(ix) the Warrants partially comprising the Units and the Compensation Option Warrants partially comprising the Compensation Option Units have been validly created;

(x) the appointment of Odyssey Trust Company, at its principal office in Toronto, Ontario, as the duly appointed registrar and transfer agent for the Common Shares;

(xi) the appointment of Odyssey Trust Company, at its principal office in Toronto, Ontario, as the duly appointed escrow agent and subscription receipt agent under the Subscription Receipt Agreement and the warrant agent under the Warrant Indenture;

(xii) the issuance and sale by the Corporation of the Subscription Receipts to the Purchasers resident in the Designated Provinces in accordance with the terms of

the Subscription Agreements and the granting and the issuance of the Compensation Options to the Agents in accordance with the terms of this Agreement, are exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws to permit such issuance and sale, subject only to the filing of the requisite forms under applicable Securities Laws;

(xiii) the issuance of the Common Shares and Warrants upon conversion of the Subscription Receipts, the issuance of the Warrant Shares upon due exercise of the Warrants, the issuance of the Compensation Option Shares and Compensation Option Warrants upon the due exercise of the Compensation Options, and the issuance of the Compensation Option Warrant Shares upon the due exercise of the Compensation Option Warrants, is or will be exempt from the prospectus requirements of applicable Securities Laws of the Designated Provinces and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws of the Designated Provinces to permit such issuance; and

(xiv) the first trade by the Purchasers or the Agents (as applicable) of the Subscription Receipts, the Common Shares and Warrants comprising the Units, the Warrant Shares, the Compensation Options, the Compensation Option Shares and the Compensation Option Warrants comprising the Compensation Option Units and the Compensation Option Warrant Shares, other than a trade which is otherwise exempt under the applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements under the Securities Laws of the Designated Provinces unless: (1) at the time of such trade, the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding such trade; (2) at the time of such trade, at least four months have elapsed from the "distribution date" (as such term is defined under NI 45-102) of the Subscription Receipts or the Compensation Options, as applicable; (3) the certificates representing the Subscription Receipts and the Compensation Option Certificates carry a legend stating "Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is four months and a day after the later of (i) March 13, 2025 and (ii) the date the issuer became a reporting issuer in any province or territory" (or if the security is entered into a direct registration or other electronic book entry system, or if the relevant Purchaser or Agent did not directly receive a certificate representing the security, the relevant Purchaser or Agent received written notice containing such legend); (4) the trade is not a "control distribution" (as such term is defined in the NI 45-102); (5) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of such trade; (6) no extraordinary commission or consideration is paid to a person or corporation in respect of such trade; and (7) if the selling securityholder is an "insider" or "officer" of the Corporation (as such terms are defined under applicable Securities Laws), the selling securityholder has no reasonable grounds to believe that the Corporation is in default of "securities legislation" (as such term is defined in National Instrument 14-101 – "Definitions").

(k) the Agents shall have received legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from S. Paul Simpson Law Corporation, counsel to DR, and where appropriate, counsel in the other Designated Provinces, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation or DR, as appropriate, with respect to the following matters:

A. with respect to DR:

(i) as to the incorporation and valid existence of DR;

(ii) as to the authorized and issued shares of DR immediately prior to the Closing Time;

(iii) the corporate power, capacity and authority of DR to carry on its business as presently carried on and to own, lease and operate its properties and assets and execute and deliver the Transaction Documents to which it is a party and the Definitive Agreement and to perform all of its obligations hereunder and thereunder;

(iv) each of the Transaction Documents to which it is a party and the Definitive Agreement has been duly authorized and executed and delivered by DR and constitutes a valid and legally binding agreement of DR enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable Law;

(v) the execution and delivery of the Transaction Documents to which it is party and the Definitive Agreement, the performance by DR of its obligations hereunder and thereunder does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) the *Business Corporations Act* (British Columbia); or (B) the constating documents of DR; and

(vi) DR is a reporting issuer not reporting issuers maintained pursuant to the applicable Securities Laws of each of the Provinces of British Columbia, Alberta, and Ontario.

B. with respect to the Resulting Issuer:

(i) the Resulting Issuer Shares issuable to the former holders of Subscription Receipts, the Resulting Issuer Warrant Shares issuable upon exercise of the Warrants, , the Resulting Issuer Compensation Option Shares issuable upon exercise of the Compensation Options following completion of the RTO, and the Resulting Issuer Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants following completion of the RTO, will not be subject to a restricted period or to a statutory hold period in Canada, other than in respect of control block sales;

(ii) the issuance of the Resulting Issuer Shares to the former holders of Subscription Receipts, the Resulting Issuer Warrant Shares issuable upon exercise of the Warrants exercisable into Resulting Issuer Warrant Shares, , the Resulting Issuer Compensation Option Shares issuable upon exercise of the Compensation Options and the Resulting Issuer Compensation Option Warrant Shares issuable upon exercise of the Compensation Option Warrants following completion of the RTO will be exempt from the prospectus requirements of the Securities Laws in the Designated Provinces and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under such Securities Laws to permit such issuance; and

(iii) the first trade by the Purchasers or the Agents (as applicable) of Resulting Issuer Shares, , Resulting Issuer Warrant Shares, , Resulting Issuer Compensation Option Shares and Resulting Issuer Compensation Option Warrant Shares, other than a trade which is otherwise exempt under the applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements under the Securities Laws of the Designated Provinces unless: (1) at the time of such trade, the Resulting Issuer is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade; (2) the trade is not a "control distribution" (as such term is defined in NI 45-102); (3) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of such trade; (4) no extraordinary commission or consideration is paid to a person or corporation in respect of such trade; and (5) if the selling securityholder is an "insider" or "officer" of the Resulting Issuer (as such terms are defined under applicable Securities Laws), the selling securityholder has no reasonable grounds to believe that the Resulting Issuer is in default of "securities legislation" (as such term is defined in National Instrument 14-101 – "Definitions"; and

(l) the Agents shall have received a favourable legal opinion addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from counsel to the Subsidiaries, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Subsidiaries, as appropriate, with respect to the following matters:

(i) the Subsidiaries is a corporation existing under the laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be, and has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets;

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

(iii) all of the issued and outstanding shares of the Subsidiaries are registered, directly or indirectly, in the name of the Corporation; and

(iv) title and ownership interests of the Corporation and its Subsidiaries in the Mining Properties.

7. Rights of Termination. Each of the Agents shall be entitled, at its sole option, to terminate its obligations hereunder by written notice to that effect given to the Corporation and DR at or prior to the Closing Time if:

(a) such Agent is not satisfied in its sole discretion, acting reasonably, with its due diligence review and investigations;

(b) there is, in the opinion of such Agent, acting reasonably, a material change or a change in any material fact or a new material fact shall arise which would be expected to have an adverse change or effect on the business, affairs, prospects or financial condition of the Corporation or DR or their material properties or on the market price or the value of the securities of the Corporation or DR;

(c) the state of the financial markets, whether national or international, is such that in the opinion of such Agent, acting reasonably, it would be unprofitable to market the Subscription Receipts for sale;

(d) there should develop, occur or come into effect any event of any nature, including without limitation, accident, act of terrorism, public protest, governmental law or regulation which in the opinion of the Agent, acting reasonably, adversely affects or may adversely affect the financial markets or the business, affairs, prospects or financial condition of the Corporation or DR or their material properties or the market price or value or marketability of the Subscription Receipts or the marketability of the Offering;

(e) there is an enquiry or investigation (whether formal or informal) by any securities regulatory authority in relation to the Corporation or any one of its officers or directors, or any of its principal shareholders that, in the sole opinion of the Agent, acting reasonably, seriously adversely affects the trading or distribution of the Subscription Receipts or may have an impact on the market price or value of the Subscription Receipts;

(f) the Corporation or DR is in breach of any material term, condition or covenant of this Agreement, or any material representation or warranty given by the Corporation or DR in this Agreement becomes or is false in any material respect and cannot be cured;

(g) all required regulatory approvals of the Corporation or DR in respect of the Offering and the RTO are not obtained on a timely basis;

(h) any order to cease trading the securities of the Corporation or DR is made by a securities regulatory authority; or

(i) each of the Agents, the Corporation and DR agree to terminate this Agreement.

Each of the Corporation and DR agree that: (i) all material terms and conditions in this Agreement shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by the Corporation or DR, as applicable; (ii) it will use commercially reasonable efforts to cause such conditions to be complied with; and (iii) any breach or failure by the Corporation or DR to comply with any of such conditions shall entitle each Agent, at its option in accordance with Section 8, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by them to purchase Subscription Receipts) by notice to that effect given to the Corporation and DR at or prior to a Closing Time. Each Agent may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other of such terms and conditions or any other

or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon such Agent only if the same is in writing and signed by such Agent.

8. Exercise of Termination Right. If this Agreement is terminated by any of the Agents pursuant to Section 7, there shall be no further liability on the part of such Agent or of DR or the Corporation to such Agent, except in respect of any liability which may have arisen or may thereafter arise under Sections 9, 10, 11 and 12. The right of an Agent to terminate its obligations under this Agreement is in addition to such other remedies as it may have in respect of any default, act or failure to act of the Corporation or DR in respect of any of the matters contemplated by this Agreement.

9. Expenses. Whether or not the Offering is completed, the Corporation will be responsible for all of the Agents' reasonable expenses and fees in connection with the Offering, including, but not limited to: (i) all expenses of or incidental to the issue, sale or distribution of the Subscription Receipts and any conversion thereof; (ii) the reasonable fees and expenses of the Agents' legal counsel (such fees not to exceed $*[redacted]*, plus all disbursements and taxes, without prior written consent of the Corporation); and (iii) all reasonable costs incurred in connection with the preparation of documentation relating to the Offering. All fees and expenses incurred by the Agent or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agent, and in any event no later than 15 days following receipt of an invoice from the Agent in respect of such fees and expenses. At the option of the Agent, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation at the applicable Closing.

10. Survival of Representations and Warranties. All terms, warranties, representations, covenants, indemnities and agreements herein contained or contained in any documents delivered pursuant to this Agreement shall survive the purchase and sale of the Subscription Receipts and continue in full force and effect for the benefit of the Agents, the Purchasers and/or the Corporation and DR, regardless of the Closing and of any investigations carried out by the Agents or on their behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the purchase and sale of the Subscription Receipts or otherwise for a period ending on the date that is the later of: (a) two years following the Closing Date, or (ii) if the Escrow Release Conditions are satisfied on or before the Escrow Deadline, two years following the date of the Listing. For greater certainty, the provisions contained in this Agreement in any way related to indemnification or the contribution obligations shall survive and continue in full force and effect, indefinitely. In this regard, the Agents shall act as trustees for the Purchasers and accept these trusts and shall hold and enforce such rights on behalf of the Purchasers.

11. Indemnity. The Corporation and upon completion of the Amalgamation, the Resulting Issuer (together, the "**Companies**"), jointly and severally, agree to indemnify and hold harmless the Agents and their respective affiliates and syndicate or selling group members and each of their respective directors, officers, employees, partners, agents and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), to the full extent lawful, from and against any and all expenses, losses (other than a loss of profits of such Indemnified Party), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages and liabilities (excluding consequential damages), joint or several, (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending and/or settling any action, suit, proceeding, investigation or claim (collectively, the "**Claims**") that may be made or threatened against any Indemnified Party by a third party) to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder or otherwise in connection with the matters set out in this Agreement, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction

in a final judgment that has become non-appealable shall determine that:

(i) an Indemnified Party has been grossly negligent or dishonest or has committed wilful misconduct or any fraudulent act in the course of such performance; and

(ii) the expenses, losses, claims, damages or liabilities to which the Indemnified Party makes a claim for indemnification were directly caused by the gross negligence, dishonesty, willful misconduct or fraud referred to in (i) immediately above.

The Companies agree to waive any right the Companies might have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other Person before claiming under this indemnity.

The Companies agree that in case any legal proceeding shall be brought against either or both of the Companies and/or any Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or if any such entity shall investigate the Companies and/or any Indemnified Party and an Indemnified Party and any of its personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of this Agreement, the Engagement Letter, or the performance of professional services rendered to the Companies by the Agents hereunder and thereunder, such Indemnified Party or its personnel shall have the right to employ its own counsel in connection therewith, provided that the Indemnified Party acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (at normal per diem rates) and out-of-pocket expenses incurred by the Indemnified Party and any of its personnel in connection therewith shall be paid by the Companies as they occur; provided, however, that, for greater certainty, the Companies shall have no obligation to pay any fees, expenses or costs of an Indemnified Party (including the fees and expenses of such Indemnified Party's legal counsel) if a court of competent jurisdiction in a final judgment that has become non-appealable has determined that such Indemnified Party has been grossly negligent, dishonest or has committed a fraudulent act or an act of wilful misconduct in the course of the performance of professional services rendered to the Companies by the Indemnified Party and such fees, expenses or costs were directly caused by such gross negligence, dishonesty, wilful misconduct or fraud.

Promptly after receiving notice of an action, suit, proceeding or claim against an Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Companies, the Indemnified Party will notify the Companies in writing of the commencement and particulars thereof, will provide copies of all relevant documentation to the Companies and, unless one or both of the Companies assumes the defence thereof (as contemplated below), will keep the Companies advised of the progress thereof and will discuss all significant actions proposed. However, the omission to so notify the Companies shall not relieve the Companies of any liability which the Companies may have to the Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defense of such action, suit, proceeding or claim or results in any material increase in the liability which the Companies would otherwise have under this indemnity had the Indemnified Party not so delayed in giving or failed to give the notice required hereunder and such exclusion from the Companies' obligation to indemnify hereunder shall only apply to such increase. The Companies shall, on behalf of itself and the Indemnified Party, be entitled (but not required), at their own expense, to participate in and, to the extent they may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel acceptable to the Indemnified Party, acting reasonably. Upon the Companies notifying the Indemnified Party in writing of their election to assume the defence and retaining counsel, the Companies shall not be liable to such Indemnified Party for any legal expenses subsequently incurred by

them in connection with such defence. If such defence is assumed by the Companies, the Companies throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will discuss with the Indemnified Party all significant actions proposed.

Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Companies' expense, to employ counsel of such Indemnified Party's choice (provided that such counsel is acceptable to the Companies, acting reasonably), in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Companies; or (ii) the Companies have not assumed the defence and employed counsel therefor within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Companies has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including without limitation because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Companies (in which event and to that extent, the Companies shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Companies and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Companies shall not have the right to assume or direct the defence on the Indemnified Party's behalf); provided, however, that the Companies shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, except to the extent that local counsel, in addition to its regular counsel, is required in order to effectively defend against such action or proceeding.

No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Indemnified Parties (such consent not to be unreasonably withheld) unless such settlement includes an unconditional release of such Indemnified Party from any liabilities arising of such action, suit, proceeding, claim or investigation without any admission of negligence, misconduct, liability or responsibility by or on behalf of such Indemnified Party. No admission of liability shall be made and the Companies shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

With respect to any Indemnified Party who is not a party to this Agreement, the Agents shall obtain and hold the rights and benefits of this Section 11 and Section 11 in trust for and on behalf of such Indemnified Party.

The indemnity and contribution obligations of the Companies shall be in addition to any liability which the Companies may otherwise have, shall extend upon the same terms and conditions to those Indemnified Parties who are not signatories to this Agreement and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Companies and the Indemnified Parties.

The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement and continue in full force and effect, indefinitely.

12. (a) Contribution. In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 11 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Agents or enforceable otherwise than in accordance with its terms, the Corporation and the Agents shall contribute to the aggregate of all claims, expenses, costs and liabilities (including any legal expenses reasonably incurred by the Indemnified Party in connection with any claim which is the subject of this Section 12) and all losses (other than loss of

profits) of a nature contemplated in Section 11 in such proportions as are appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agents on the other hand, but also the relative fault of the Corporation and the Agents, as well as any relevant equitable consideration. The Agents shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate fees or any portion of such fees actually received by the Agents pursuant to this Agreement. However, no party who has engaged in any fraud, fraudulent misrepresentation, wilful misconduct or gross negligence shall be entitled to claim contribution from any Person who has not engaged in such fraud, fraudulent misrepresentation, wilful misconduct or gross negligence.

(b) Right of Contribution in Addition to Other Rights. The rights to contribution provided in this Section 11 shall be in addition to and not in derogation of any other right to contribution which the Agents may have by statute or otherwise at law.

(c) Calculation of Contribution. In the event that the Corporation may be held to be entitled to contribution from the Agents under the provisions of any statute or at law, and provided that the Agents have not engaged in any fraud, fraudulent misrepresentation, wilful misconduct or gross negligence the Corporation shall be limited to contribution in an amount not exceeding the lesser of:

(i) the portion of the full amount of the loss or liability giving rise to such contribution for which the Agents are responsible, as determined in Section 12(a) above; and

(ii) the amount of the aggregate fee actually received by the Agents from the Corporation under this Agreement.

(d) Notice. If the Agents have reason to believe that a claim for contribution may arise, it shall give the Corporation notice of such claim in writing, as soon as reasonably possible, but failure to notify the Corporation shall not relieve the Corporation of any obligation which it may have to the Agents under this Section 11, unless the Corporation is materially prejudiced by such failure to notify.

13. Advertisements. The Corporation acknowledges that the Agents shall have the right, subject always to paragraphs 1(a), 1(c) and 4(c) of this Agreement, at its own expense, subject to the prior consent of the Corporation, such consent not to be unreasonably withheld or delayed, to place such advertisement or advertisements relating to the sale of the Subscription Receipts contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law, including applicable securities laws. The Corporation and the Agents each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements of applicable securities legislation in the United States or any of the provinces of Canada or any other jurisdiction in which the Subscription Receipts shall be offered or sold not being available.

14. Agents' Compensation etc. In consideration of the services to be rendered by the Agents in connection with the Offering, the Corporation shall pay to the Agents: (a) a cash fee of $49,000 for advisory services provided to the Corporation in connection with the Offering (the "**Advisory Fee**") (exclusive of applicable taxes); (b) a cash commission equal to (i) 4.0% of the aggregate gross proceeds of the Offering from Purchasers on the President's List in respect of a maximum of $1,500,000 of Subscription Receipts (excluding any Direct Settlers on the President's List), and (ii) 8.0% of the aggregate gross proceeds of the Offering in respect of all other Purchasers (the "**Commission**" and together with the Advisory Fee, the "**Cash Compensation**"); and (b) a corporate finance work fee shall be payable to the Lead Agent in an amount equal to $25,000, payable in cash upon completion of the RTO in the event that over $3,000,000 in gross proceeds is raised under the Offering plus applicable taxes (the "**Corporate Finance Fee**"). The obligation of the Corporation to pay the Cash Compensation and the Corporate Finance Fee shall arise at

Closing and the Cash Compensation and the Corporate Finance Fee shall be fully earned by the Agents at the Closing Time; provided, however, (i) 50% of the Cash Compensation shall be paid to the Lead Agent, on behalf of the Agents, on Closing; the remaining 50% shall be deposited in escrow with the Subscription Receipt Agent to form part of the Escrowed Proceeds, and shall be paid to the Lead Agent, on behalf of the Agents, upon satisfaction of the Escrow Release Conditions; and (iii) the Corporate Finance Fee shall be paid the Lead Agent upon the closing of the RTO. Payment of the Cash Compensation and Corporate Finance Fee may be made by way of deduction from the aggregate gross proceeds of the Offering but may be satisfied by issuance of Units at the Offering Price, at the election of the Lead Agent.

As additional consideration for the services of the Agents, on Closing the Corporation shall grant to the Agents: (a) that number of broker warrants ("**Broker Warrants**") equal to 8.0% of the number of Subscription Receipts sold pursuant to the Offering (other than Subscription Receipts sold to Purchasers on the President's List in respect of a maximum of $1,500,000 of Subscription Receipts which shall be reduced to 4.0% (which maximum amount shall include the Subscription Receipts purchased by Direct Settlers)); and (b) 245,000 advisory warrants (the "**Advisory Warrants**"). Each Broker Warrant and Advisory Warrant (together, the "**Compensation Options**") will entitle the holder thereof to acquire one Unit (a "**Compensation Option Unit**"), consisting of one Common Share (a "**Compensation Option Share**") and one-half of one Warrant (each whole Warrant, a "**Compensation Option Warrant**"), at an exercise price equal to $0.20 for a period of 24 months following the date the Escrow Release Conditions are satisfied. Each Compensation Option Warrant shall entitle the holder thereof to purchase one Common Share (a "**Compensation Option Warrant Share**") at an exercise price equal to $0.25 for a period of 24 months following the date the Escrow Release Conditions are satisfied, subject to adjustment in certain events as set out in the Warrant Indenture.

Pursuant to the Amalgamation: (i) the Compensation Option Shares partially comprising the Compensation Option Units will be exchanged for, without payment of any additional consideration and without any further action on the part of the holder thereof, such number of Resulting Issuer Compensation Option Shares (as hereinafter defined) as is equal to the product of (x) the number of Compensation Option Shares held by each such holder and (y) the Exchange Ratio; and (ii) the Compensation Option Warrants partially comprising the Compensation Option Units will continue in effect and the obligations with respect to each whole Compensation Option Warrant shall be assumed by the Resulting Issuer and being exercisable into a Resulting Issuer Compensation Option Warrant Share (as defined herein) in accordance with the terms of the Warrant Indenture, subject to adjustment as set out in the Warrant Indenture. Following completion of the RTO, each whole Resulting Issuer Compensation Option Warrant shall entitle the holder thereof to purchase one Resulting Issuer Warrant Share (a "**Resulting Issuer Compensation Option Warrant Share**") at a price of $0.25 for a period of 24 months following the date the Escrow Release Conditions are satisfied, subject to adjustment as set out in the Warrant Indenture. In the event a holder would be entitled to receive a fractional Resulting Issuer Compensation Option Share, no such fractional Resulting Issuer Compensation Option Share will be issued and the number of Resulting Issuer Compensation Option Shares to be received by such holder will be rounded down to the next lowest whole number of Resulting Issuer Compensation Option Shares. At the Closing Time: (i) the Corporation shall execute and deliver to the Agents certificates evidencing the Compensation Options (the "**Compensation Option Certificates**"); and (ii) deliver to the Agents the final form of certificate which will represent the Resulting Issuer Compensation Option Shares, each in a form to be agreed upon by the Agents and the Corporation, each acting reasonably. The Agents and the Corporation acknowledge that no additional certificates will be delivered on closing with respect to the Agents' entitlement to receive Resulting Issuer Compensation Option Warrant Shares upon exercise of the Warrants following completion of the RTO. The Agents and the Corporation acknowledge and agree that the Agents shall not be required to take any further action or provide any additional documentation in order to receive Resulting Issuer Compensation Option Warrant Shares upon exercise of the Warrants following completion of the RTO. The Corporation further agrees to take all necessary steps and execute any required documentation to facilitate the timely issuance and delivery of

such shares to the Agents without undue delay or additional conditions beyond those expressly set forth in this Agreement.

15. Agents' Obligations. The Agents' obligations under this Agreement shall be several and not joint, and the Agents' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Research Capital Corporation	-	50%
ECM Capital Advisors Ltd.	-	25%
Beacon Securities Limited	-	15%
Ventum Financial Corp.	-	10%

16. Agents' Authority. The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Agents by the Lead Agent who shall represent the Agents and have authority to bind all the Agents hereunder. In all cases, the Lead Agent shall use its best efforts to consult with the other Agents prior to taking any action contemplated herein.

17. Right of Participation. From and after the Closing Date and until the earlier of: (i) a subsequent financing; or (ii) twelve (12) months following the listing date of the Resulting Issuer Common Shares on the CSE, if the Corporation or the Resulting Issuer conducts any equity, debt, or quasi-equity brokered financing, the Lead Agent shall have the right, but not the obligation, to participate as a lead member of the syndicate in such financing, with no less than thirty percent (30%) of the total economics allocated to the Agent (the "**Participation Right**"). For the purposes of this Agreement, "**total economics**" shall include all fees, commissions, work fees, success fees, corporate finance fees, advisory fees, and any other compensation payable to the syndicate of agents, brokers, or underwriters in connection with such financing, whether paid in cash, securities, or any other form of consideration. The Corporation or the Resulting Issuer shall use commercially reasonable efforts to provide the Lead Agent with reasonable advance written notice of any brokered financing before soliciting interest from other investment dealers or market intermediaries and shall provide the Lead Agent with a reasonable opportunity to participate as lead or co-lead agent, underwriter, or bookrunner, subject to industry-standard terms and conditions. Regardless of whether the Lead Agent acts as lead or co-lead, the Corporation or the Resulting Issuer shall ensure that the Lead Agent receives no less than thirty percent (30%) of the total economics of the financing. The Corporation or the Resulting Issuer shall not structure or engage in any financing in a manner designed to circumvent or frustrate the Lead Agent's Participation Right, including by breaking up a financing into smaller transactions or engaging an intermediary to place securities in a way that would avoid triggering the Participation Right. The Corporation and the Resulting Issuer acknowledge that the Lead Agent's Participation Right is a material term of this Agreement and shall act in good faith to ensure the Lead Agent is given a meaningful opportunity to participate in all applicable financings. The Participation Right shall not apply where the Corporation or the Resulting Issuer conducts a non-brokered financing with no registered dealer acting as agent or underwriter, unless any subscriber in such financing is an existing purchaser of Subscription Receipts issued under this Offering.

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

(a) If to the Corporation, to:

Allied Critical Metals Corp.
Suite 615 – 800 West Pender Street
Vancouver, BC
V6C 2V6

Attention: Roy Bonnell, Chief Executive Officer & Director
Email: *[Redacted – email address]*

with a copy to (which shall not constitute notice):

Aird and Berlis LLP
Brookfield Place
Suite 1800 - 181 Bay Street
Toronto, Ontario
M5J 2T9

Attention: Marek Lorenc
Email: mlorenc@airdberlis.com

(b) If to DR, to:

DeepRock Minerals Inc.
Suite 1518 – 800 West Pender Street
Vancouver, BC
V6C 2V6
Attention: Andrew Lee, President, Chief Executive Officer and Director
Email: *[Redacted – email address]*

with a copy to (which shall not constitute notice):

Armstrong Simpson
830-999 West Broadway
Vancouver, British Columbia
V5Z 1K5

Attention: Shauna Hartman
Email: shartman@armlaw.com

(c) If to the Agents, to:

Research Capital Corporation
199 Bay Street, Suite 4500
Toronto, ON M5L 1G2

Attention: Steven Isenberg, Managing Director, Investment Banking
Email: *[Redacted – email address]*

ECM Capital Advisors Ltd.
Capital Union Bank Building
P.O. Box N 1879, Western Road
Lyford Cay, Nassau Bahamas

Attention: Eugene McBurney, Chairman
Email: *[Redacted – Personal Information]*

Beacon Securities Limited
66 Wellington Street West, Suite 4050
Toronto, Ontario
M5K 1H1

Attention: Daniel Belchers, Managing Director, Investment Banking
Email: *[Redacted – Personal Information]*

Ventum Financial Corp.
Brookfield Place
181 Bay Street, Suite 2500
Toronto, Ontario
M5J 2T3

Attention: Tim Graham, Senior Vice President, Managing Director, Head of Capital Markets, Western Canada
Email: *[Redacted – Personal Information]*

with a copy to (which shall not constitute notice):

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay St., Suite 800
Toronto, Ontario
M5H 2V1

Attention: Jeff Hergott
Email: jhergott@wildlaw.ca

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

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

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

20. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.

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

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

23. Entire Agreement. This Agreement constitutes the only agreement among the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.

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

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Corporation, DR and Agents irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement.

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

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

28. Obligations of the Agents. In performing their respective obligations under this Agreement, the Agents shall be acting severally and neither jointly nor jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Agents.

29. Absence of Fiduciary Relationship. The Corporation acknowledges and agrees that: (a) the Agents have not assumed nor will assume a fiduciary responsibility in favour of the Corporation with respect to the Offering contemplated hereby or the process leading thereto and the Agents do not have any obligation to the Corporation with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agents and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation; and (c) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

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

31. Language. The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressément demandé que la présente convention ainsi que tout avis, tout état de compte et tout autre document à être*

ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement

32. Counterparts and Electronic Transmission. This Agreement may be executed in any number of counterparts and by electronic transmission, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Yours very truly,

RESEARCH CAPITAL CORPORATION

Per: *(signed) "Steven Isenberg"*________
Authorized Signatory

ECM CAPITAL ADVISORS LTD.

Per: *(signed) "Eugene McBurney"*_______
Authorized Signatory

BEACON SECURITIES LIMITED

Per: *(signed) "Daniel Belchers"*_________
Authorized Signatory

VENTUM FINANCIAL CORP.

Per: *(signed) "Tim Graham"*_____ __
Authorized Signatory

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

DATED as of this 13th day of March, 2025.

ALLIED CRITICAL METALS CORP.

Per: *(signed) "Roy Bonnell"*__________
Authorized Signatory

DEEPROCK MINERALS INC.

Per: *(signed) "Andrew Lee"*__________
Authorized Signatory