

FINDER'S FEE AGREEMENT

THIS FINDER'S FEE AGREEMENT (this "Agreement") is dated effective the 4th day of June, 2024

BETWEEN:

YORK HARBOUR METALS INC., a company incorporated under the laws of the Province of British Columbia and having an office at Suite 1518 - 800 West Pender Street, Vancouver, British Columbia V6C 2V6

(the "**Company**")

AND:

KLUANE CAPITAL FZCO., a Dubai Corporation having an office located at XXXX, XXXX, Dubai, United Arab Emirates

(the "**Finder**")

WHEREAS:

A. The Company is an issuer with its common shares listed on the TSX Venture Exchange (the "**Exchange**") whose business is the acquisition, exploration and development of mineral properties;

B. The Finder, on a non-exclusive basis, is willing to provide services to the Company consisting of identifying property acquisition or sale opportunities, collecting property information, contacting selling and purchasing representatives, and arranging discussions between the Company and property sellers, purchasers and/or their representatives, all towards the objective of the Company acquiring or selling any direct or indirect interest in one or more mineral properties or related assets (the "**Services**"); and

C. Subject to the approval of the Exchange, the Company agrees to pay a finder's fee to the Finder in consideration for the Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company and the Finder (each, a "**Party**" and, together, the "**Parties**"), the Parties agree as follows:

1. Finder's Fees

1.1 In consideration of providing the Services and subject to the delivery by the Finder of a completed and executed Accredited Investor Questionnaire attached hereto as Schedule A, the Company hereby agrees to pay the Finder a finder's fee (the "**Finder's Fee**") upon the Company completing a transaction (a "**Subject Transaction**") with a person or entity that the Finder introduces to the Company, with respect to any direct or indirect interest in one or more mineral

properties or other assets (the "**Subject Assets**"). The Company acknowledges and agrees that the Finder's Fee will be payable to the Finder regardless of how or when the Subject Assets are acquired or sold, or the form of a Subject Transaction, including but not limited to acquisitions or dispositions by way of option, lease, joint venture, merger, amalgamation, application, or purchase or sale of a property interest.

1.2 The Finder's Fee will be paid on the value of the Subject Assets or Subject Transaction, as applicable, which value will be determined by the aggregate consideration paid or received by the Company for the Subject Assets or Subject Transaction, as applicable (the "**Transaction Value**").

1.3 The amount of the Finder's Fee will be the sum of the following:

- (a) 10.0% on the first \$300,000 of the Transaction Value;
- (b) 7.5% on the next \$700,000 of the Transaction Value; and
- (c) 5.0% for all amounts exceeding the first \$1,000,000 of the Transaction Value.

1.4 The Parties agree that the Finder's Fee will be paid in cash or in such other manner as the Parties mutually agree, provided that, at the Company's sole discretion, the Company may elect to pay all or any portion of the Finder's Fee in common shares in the capital of the Company (the "**Finder's Shares**"), at a deemed price per Finder's Share equal to the closing market price of the Finder's Shares as of the date of the public announcement of the acquisition or disposition of the Subject Assets or the Subject Transaction, as applicable, provided that the aggregate Finder's Fee shall not exceed the maximum value prescribed by Policy 5.1 of the TSX Venture Exchange Corporate Finance Manual ("**Exchange Policy 5.1**").

1.5 The Parties expressly agree that the "measurable benefit" (as such term is defined in Exchange Policy 5.1) provided by the Finder to the Company in connection with the Subject Assets or Subject Transaction, as applicable, is equal to the Transaction Value. The Company covenants and agrees to use its reasonable commercial efforts to obtain the required approval of the Exchange to effect the payment of the aggregate Finder's Fee to the Finder.

1.6 If any consideration for Subject Assets or a Subject Transaction is to be paid in instalments, the Company will only be liable to pay the Finder's Fee in instalments, as and when paid or received, with the Finder's Fee due within two business days of the payment date of each such installment.

1.7 The Finder acknowledges and agrees with the Company that the Finder's Fee will represent full and final payment and satisfaction for all of the Services provided by the Finder and the Finder hereby releases the Company from any claims relating thereto.

2. Representations, Warranties and Covenants of the Company

2.1 The Company represents and warrants to the Finder, and acknowledges that the Finder is relying on the representations and warranties contained in this Agreement, that:

- (a) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions set forth herein;

- (b) the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement will not result in the violation of any law or regulation by it; and
- (c) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against such party in accordance with its terms, except (1) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (2) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (3) as limited by public policy.

2.2 The Company covenants and agrees to use its best efforts to obtain the required approval of the Exchange for the payment of the Finder's Fee to the Finder. The Company hereby covenants and agrees to provide the Finder, or its counsel if so directed by the Finder, with reasonable advance notice of, and a reasonable opportunity to review and comment on, any filings or communications with the Exchange or any securities regulatory authority that relate to the Finder's Fee. The Finder hereby covenants and agrees to act reasonably in relation to its review and to provide comments (if any) regarding any such filings or communications in a timely manner.

2.3 The Company hereby agrees that it shall not frustrate or attempt to frustrate (or permit its affiliates to frustrate or attempt to frustrate) the terms of this Agreement by taking any actions in such a manner as to deprive the Finder of the Finder's Fee.

3. Representations and Warranties of the Finder

3.1 The Finder represents and warrants to the Company, and acknowledges that the Company is relying on the representations and warranties contained in this Agreement, that:

- (a) the Finder is qualified and able to receive the Finder's Fee hereunder pursuant to applicable securities laws;
- (b) the Finder is not a U.S. Person (as defined in Regulation S of the Securities Act of 1933 (United States)) and is outside of the United States when receiving and executing this Agreement; and
- (c) the Finder acknowledges that the Corporation is relying on an exemption from prospectus requirements under National Instrument 45-106 - Prospectus Exemptions in order to issue the Finder's Shares to the Finder and the Finder is aware of the criteria of the exemptions to be met by each of the Finders and the Finders meet those criteria.

3.2 The Finder agrees that representations and warranties made by it herein will be true and correct both as of the execution date of this Agreement and as at the date of issuance of any Finder's Shares.

4. Relationship between the Parties

4.1 The Finder is not an employee of the Company for any purpose and the Finder understands and agrees that the Finder's relationship to the Company is one of an independent contractor. As such, the Finder acknowledges and agrees that they are not agents of the Company and are not authorized to make any representation, contract, or commitment on behalf of the Company unless specifically requested and authorized to do so by the Company in writing.

4.2 The Finder acknowledges and agrees that it shall be responsible for payment to the proper authorities of any and all income taxes, employment insurance premiums, pension/retirement plan contributions and workers' compensation board insurance premiums or other fees in respect of the remuneration paid hereunder.

4.3 The Company and the Finder agree that this Agreement shall not be exclusive, and shall not otherwise prohibit the Company from entering into any other agreements with other parties, nor shall this Agreement prohibit the Company from entering into any finder's fee agreement or other transaction with any other party.

5. Disclosure of Personal Information

5.1 The Finder acknowledges and agrees that certain personal information about the Finder may be disclosed by the Company to: (a) stock exchanges or securities regulatory authorities; (b) the Company's registrar and transfer agent; and (c) any of the other parties involved in any transaction involving the Subject Assets, including legal counsel, and may be included in record books in connection with such transaction. By executing this Agreement, the Finder is deemed to be consenting to the foregoing collection, use and disclosure of the Finder's personal information. The Finder also consents to the filing of copies or originals of any documents provided to the Company by the Finder as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.

6. General

6.1 The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

6.2 Nothing in this Agreement shall be construed as constituting the Finder as being an agent of the Company.

6.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings or agreements between the Parties with respect to its subject matter.

6.4 The Parties shall execute and deliver all such further documents and instruments and do all such acts and things as may be reasonably required in order to carry out the full intent and meaning of this Agreement.

6.5 This Agreement will be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the Parties hereto submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

6.6 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in such written waiver, shall be limited to the specific breach waived.

6.7 This Agreement may be signed by the Parties in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution by the Parties, shall be deemed to be executed as of the date first set forth above. This Agreement may be delivered by email transmission or other form of electronic transmission capable of producing a printed copy.

IN WITNESS WHEREOF this agreement has been executed as of the day and year first above written:

YORK HARBOUR METALS INC.

Per: _____
Authorized Signatory

KLUANE CAPITAL FZCO

Per: _____
Authorized Signatory

SCHEDULE A

ACCREDITED INVESTOR QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Finder's Fee Agreement dated as of June 4th, 2024 (the "**Agreement**") to which this Schedule A is attached.

The purpose of this Questionnaire is to assure the Company that the undersigned Finder meets certain requirements of National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**") to qualify for an exemption from the prospectus requirement. The Company will rely on the information contained in this Questionnaire for the purposes of such determination.

The undersigned Finder represents, warrants and certifies to the Company that:

1. The Finder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Agreement and the Finder is able to bear the economic risk of loss arising from such transactions;
2. The Finder satisfies one or more of the categories of "accredited investor" (as that term is defined in NI 45-106) indicated below by **checking the appropriate box below**:

Category 1 an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000

Category 2 an individual whose net income before taxes exceeded \$200,000 in each of the two (2) most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two (2) most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year

Category 3 an individual who, either alone or with a spouse, has net assets of at least \$5,000,000

Category 4 a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements

Category 5 a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors

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The Finder agrees that the representations and warranties in this Questionnaire will be true and correct both as of the execution of this Questionnaire and as of the date the Finder's Shares are issued, and acknowledges that these representations and warranties will survive the issuance of the Finder's Shares. The Finder acknowledges and agrees that the Finder may be required by the Company to provide such additional documentation as may be reasonably required by the Company and its legal counsel in determining the Finder's eligibility to acquire the Finder's Shares under relevant legislation.

DATED: June 4th, 2024

X

Signature of individual (if Subscriber is an individual)

X

Authorized signatory (if Subscriber is **not** an individual)

Name of Subscriber

Name of authorized signatory

Official capacity of authorized signatory

For the purposes hereof:

- (a) “accredited investor” means a person who meets the criteria in any of the above categories;
- (b) “financial assets” means
 - (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (c) “person” includes
 - (i) an individual;
 - (ii) a corporation;
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
 - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (d) “related liabilities” means
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets; and
- (e) “spouse” means, an individual who,
 - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).