



INTERNATIONAL BATTERY METALS LTD.
(the "Company")

**MANAGEMENT INFORMATION CIRCULAR FOR THE 2024
ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON THURSDAY, JANUARY 18, 2024**

GENERAL INFORMATION

This Information Circular

This Information Circular (the "**Circular**") is furnished in connection with the solicitation of proxies by or on behalf of the management of the Company for use at the 2024 Annual General and Special Meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares in the capital of the Company (the "**Shares**") to be held at the Company's registered and records office located at Royal Centre, Suite 1750 – 1055 West Georgia Street, Vancouver, British Columbia, and virtually via Zoom Meetings, on Thursday, January 18, 2024 at 10:00 a.m. (Pacific Standard Time), or any adjournment thereof.

For purposes of this Circular, "**Registered Shareholders**" means Shareholders who hold Shares in their own name. "**Beneficial Shareholders**" means Shareholders who do not hold Shares in their own name and "**Intermediaries**" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

Date of Information

Information in this Circular is given as of December 15, 2023, unless otherwise noted.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers, or employees of the Company without special compensation. In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), arrangements have been made with brokerage houses and other Intermediaries, clearing agencies, custodians, nominees, and fiduciaries to forward solicitation materials to the Beneficial Shareholders of the Shares held on record by such persons and the Company may reimburse such persons for reasonable fees and disbursements incurred by them in so doing. All costs of this solicitation will be borne by the Company.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the "**Form of Proxy**") are directors, officers, or other representatives of the Company. **A Shareholder entitled to vote at the Meeting has the right to appoint as proxyholder a person or company, who need not be a Shareholder, to attend and act for the Shareholder on the Shareholder's behalf at the Meeting, or any adjournment thereof, other than either the persons or company designated in the Form of Proxy, and may do so either by inserting the name of that other person or company in the blank space provided in the Form of Proxy or by completing and delivering another suitable form of proxy.**

Voting by Proxyholder

The persons named in the Form of Proxy will vote or withhold from voting the Shares represented thereby in accordance with the instructions of the Shareholder, given in the Form of Proxy, on any ballot that may be called for. If the Shareholder has specified a choice with respect to any matter to be acted upon, the Shares will be voted accordingly. The proxy confers discretionary authority on the nominees named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of auditors and the election of directors;
- (b) any amendment to or variation of any matter identified therein; and
- (c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the proxy, the persons named in the Form of Proxy will vote the Shares represented by the proxy at their own discretion for the approval of such matter.

As of the date of this Circular, management of the Company is not aware of any such amendment, variation, or other matter to come before the Meeting. However, if any amendments or variations to matters identified in the accompanying notice of Meeting or any other matters which are not now known to management should properly come before the Meeting or any adjournment thereof, the Shares represented by properly executed proxies given in favor of the person(s) designated by management of the Company in the Form of Proxy will be voted on such matters pursuant to such discretionary authority.

Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a proxy may do so by choosing one of the following methods:

- (a) complete, date and sign the enclosed Form of Proxy and return it to the Company's transfer agent, Computershare Investor Services Inc. ("**Computershare**"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail or by hand to Computershare's Proxy Department located on the 8th Floor of 100 University Avenue, Toronto, Ontario, M5J 2Y1;
- (b) use a touch-tone phone to transmit voting choices to a toll free number. Registered Shareholders must follow the instructions of the voice response system and refer to the Form of Proxy for the toll free number, the holder's account number and the proxy access number; or
- (c) log onto Computershare's website at <https://www.investorvote.com/Login> Registered Shareholders must follow the instructions that appear on the screen and refer to the Form of Proxy for the holder's account number and the proxy access number.

Registered Shareholders must ensure the proxy is received by Computershare at least 48 hours (excluding Saturdays, Sundays, and statutory holidays) before the Meeting or any adjournment thereof, unless otherwise provided in the instructions accompanying the proxy.

Beneficial Shareholders

The information set forth in this section is of significant importance to many Shareholders, as a substantial number of Shareholders do not hold Shares in their own name. Beneficial Shareholders should note that only proxies deposited by Shareholders, whose names appear on the records of the Company as the registered holders

of Shares, or as set out in the following disclosure, on the Record Date (as hereafter defined), can be recognized and acted upon at the Meeting.

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

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of Beneficial owners – those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" or "**Objecting Beneficial Owners**") and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" or "**Non-Objecting Beneficial Owners**").

The Company, under NI 54-101, is availing itself to deliver proxy-related materials directly to its NOBOs. As a result, NOBOs can expect to receive a Voting Instruction Form ("**VIF**") from Computershare. The VIF is to be completed and returned to Computershare's Proxy Department located on the 8th Floor of 100 University Avenue, Toronto, Ontario, M5J 2Y1 in the envelope provided or by facsimile, or a NOBO has the option to submit their proxy vote either by telephone or via the internet in the manner described on the VIF. Computershare shall tabulate the results of the voting on the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the Shares represented by those VIFs.

These securityholder materials are sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent sent these materials directly to you, your name, address, and information about your holdings of securities of the Company, were obtained in accordance with applicable securities regulatory requirements from the intermediary holding securities on your behalf.

By choosing to send these materials to you directly, the Company (and not the intermediary holding securities on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in your VIF.

Beneficial Shareholders, who are OBOs, should follow the instructions of their intermediary carefully to ensure that their Shares are voted at the Meeting.

The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is similar to the Form of Proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Registered shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**") in the United States and in Canada. Broadridge mails a VIF in lieu of the Form of Proxy provided by the Company. The VIF will name the same persons as the proxy to represent the Beneficial Shareholder at the Meeting, and that person may be the Beneficial Shareholder themselves. A Beneficial Shareholder has the right to appoint a person (who need not be a Shareholder of the Company) other than the persons designated in the VIF, to represent the Beneficial Shareholder at the Meeting. To exercise this right, the Beneficial Shareholder should insert the name of the desired representative in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given

to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. A Beneficial Shareholder receiving a VIF from Broadridge cannot use it to vote Shares directly at the Meeting – the VIF must be returned to Broadridge, as the case may be, well in advance of the Meeting in order to have the Shares voted. Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of his broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the Registered Shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the Registered Shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Alternatively, Beneficial Shareholders may request in writing that their broker send to them a legal proxy which would enable them to attend at the Meeting and vote their Shares.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a Registered Shareholder who has given a proxy may revoke it by either executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Registered Shareholder or the Registered Shareholder's authorized attorney in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Computershare's Proxy Department located on the 8th Floor of 100 University Avenue, Toronto, Ontario, M5J 2Y1 or at the address of the registered office of the Company located at Royal Centre, Suite 1750 – 1055 West Georgia Street, Vancouver, British Columbia V6E 3P3 at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the Chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law. In addition, a proxy may be revoked by the Registered Shareholder personally by attending the Meeting and voting the Registered Shareholder's Shares. A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

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

None of the directors or executive officers of the Company, nor any person who has held such a position since the beginning of the last completed financial year end of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and as set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The board of directors of the Company (the "**Board**") has fixed December 8, 2023, as the record date (the "**Record Date**") for determination of persons entitled to receive notice of the Meeting. Only Shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Shares voted at the Meeting.

As at December 15, 2023, the Company had outstanding 205,778,241 fully paid and non-assessable Shares without par value, each carrying the right to one vote.

To the knowledge of the directors and executive officers of the Company, as at December 15, 2023, no person

beneficially owned, directly or indirectly, or exercised control or direction over 10% or more of the voting rights attached to the outstanding Shares, other than as set out below:

Name	Number of Shares Beneficially Owned ⁽¹⁾	Percentage of Issued Share Capital ⁽²⁾
EVL Holdings, LLC	25,133,175	12.21%
Ensorcia Metals Corporation	33,722,129 ⁽³⁾	16.39%

Notes:

- (1) Indicates the number of Shares beneficially owned, controlled, or directed, directly or indirectly, as disclosed in publicly available sources (including the System for Electronic Disclosure by Insiders ("SEDI") at www) or as otherwise disclosed to the Company by the holder.
- (2) Based on the 205,778,241 Shares issued and outstanding as at December 15, 2023.
- (3) 25,442,148 Shares are held indirectly by Ensorcia Metals Corporation through Sorcia Minerals LLC, a wholly owned subsidiary of Ensorcia Metals Corporation.

FINANCIAL STATEMENTS

The comparative audited financial statements of the Company for the fourteen months ended March 31, 2023, and the twelve months ended January 31, 2022, and the report of the auditors thereof will be placed before the Meeting. The audited financial statements and the report of the auditors, together with the management's discussion and analysis, were made accessible on the Company's profile on the System for Electronic Document Analysis and Retrieval ("**SEDAR +**") at www.sedarplus.ca on July 31, 2023.

STATEMENT OF EXECUTIVE COMPENSATION

Introduction

The Board is committed to ensuring that the Company's compensation philosophy, plans and programs are appropriate, support the Company's ability to achieve its strategic objectives and are effective in attracting, retaining and motivating a skilled team of executives to maximize Shareholder value.

The following discussion describes the significant elements of the Company's executive compensation program, with particular emphasis on the process for determining the compensation payable to the named executive officers ("**NEOs**"), being the Chief Executive Officer (the "**CEO**"), the Chief Financial Officer (the "**CFO**") and each of the Company's three most highly compensated executive officers (or the three most highly compensated individuals acting in a similar capacity) other than the CEO and CFO at the end of the most recently completed financial year, whose total compensation was, individually, more than \$150,000, and each individual who would be a NEO but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of the most recently completed financial year. During the fiscal year ended March 31, 2023, the NEOs of the Company were as follows:

- Garry Flowers⁽¹⁾, CEO
- Dr. John Burba⁽²⁾, Former CEO
- Yick Cheung Chan⁽³⁾, Former CFO
- Tony Colletti⁽⁴⁾, Former Interim President

Notes:

- (1) Garry Flowers was the former President of the Company from July 2022 to December 2022, following which he was appointed as Chief Executive Officer of the Company on December 2, 2022.
- (2) Dr. John Burba resigned as Chief Executive Officer of the Company on December 2, 2022, and remains as Executive Chairperson as well as Director of Global Technologies of the Company.

- (3) Yick Chan who was appointed as interim Chief Financial Officer of the Company on July 11, 2022, resigned on March 31, 2023. Daniel Christie was appointed as Chief Financial Officer of the Company on April 1, 2023.
- (4) Tony Colletti served as Interim President of the Company for the period commencing March 3, 2022, and ending July 11, 2022. Mr. Colletti presently remains as a director of the Company.

Composition of the Compensation Committee

On March 9, 2022, the Company established a Corporate Governance, Nominating, and Compensation Committee (the "**Compensation Committee**"), which is responsible, amongst other things, for determining and administrating compensation to be paid to key-employees, consultants, directors, and NEOs of the Company.

As of March 31, 2023, the Compensation Committee was comprised of Foy Wyman Morgan, William Webster, and Tony Colletti, all of whom are considered "independent" for purposes National Policy 58-201 – *Corporate Governance Guidelines*. All of the members of the Compensation Committee have direct experience that is relevant to their responsibilities regarding executive compensation of the Company. Foy Wyman Morgan is the President and Vice President of various private companies related to technology and resource development. William Webster has served as a director and a member of the audit committee on other publicly listed issuers, including LKQ Corporation and Golub Capital BDC, Inc. Tony Colletti has served as a director for other private companies as well as the Chief Operating Officer of a private investment firm specialized in the acquisition and turnaround of mid-sized United States based companies. Accordingly, as a result of this collective experience, the Compensation Committee has extensive knowledge of typical day-to-day responsibilities and challenges faced by the Company's management team, the role of the Board in reviewing the executive compensation of a reporting issuer, and first-hand knowledge regarding executive compensation policies and practices in the public sector, all of which are beneficial to the Compensation Committee in the context of its review of the Company's compensation policies and practices. Mr. Colletti and Mr. Webster are currently the only members of the Compensation Committee.

Role of the Compensation Committee

The Compensation Committee is governed through the Company's Compensation Committee's Charter. One of the main roles of the Compensation Committee is assisting and providing recommendations to the Board with respect to compensation, retention, and additional incentive options.

In particular, the Compensation Committee is responsible for:

- Reviewing compensation matters relating to the executive officers, employees, and directors, including the "NEOs" who are identified in the "Summary Compensation Table" below, and approving restricted share unit ("**RSU**") and stock option ("**Stock Option**") grants to such personnel and making recommendations to the Board in respect of the salaries of such personnel;
- Reviewing and approving corporate goals and objectives relevant to the CEO's compensation, evaluating the CEO's performance against those goals and objectives, and making recommendations to the Board with respect to the CEO's compensation;
- Identifying and recommending candidates for election to the Board and all committees of the Board;
- Assessing, on an annual basis, the performance of the Board and its members; and
- Approving compensation matters for the Company's other senior officers and proposes such compensation to the Board.

The Compensation Committee meets at least once annually to fulfill its mandate, and otherwise meets at such times as the Chairperson of the Compensation Committee so designates. In the fiscal year ending March 31, 2023, the Compensation Committee met various times and provided the Board with recommendations pertaining to the compensation of NEOs, key employees, directors, and consultants of the Company as well as the issuance of incentive Stock Options.

Risk Management

As part of its review of the Company's compensation policies and practices, the Compensation Committee considers the implications of risks associated with the Company's compensation policies and practices. The Compensation Committee keeps itself apprised of the current compensation policies of other industrial, technology and resource sector services companies of comparable size and scale as the Company, and also draws upon the committee members' backgrounds with other issuers to help identify and mitigate compensation policies and practices that could encourage a NEO or individual at a principal business unit or division to take inappropriate or excessive risks. As of the date hereof, the Compensation Committee is not aware of any material risks arising from the Company's current compensation policies or practices that would be reasonably likely to have a material adverse effect on the Company.

The Company's Insider Trading Policy dated effective June 21, 2022 and the Supplement #1 dated effective February 21, 2023, prevents insiders including NEOs of the Company, from purchasing any financial instruments that might be designed to hedge or offset a decrease in market value of equity securities granted as compensation or held by NEOs or insiders of the Company.

Compensation Advisor

No compensation advisors were engaged during the year.

Compensation Discussion and Analysis

Our Compensation Philosophy

The Company's executive compensation program (the "**Compensation Program**") is comprised of both base salary, and long-term incentives. Together, these components support the Company's long-term growth strategy and the following objectives:

- to align executive compensation with the interests of shareholders of the Company;
- to attract and retain highly qualified management;
- to focus performance by linking incentive compensation to the achievement of business objectives and financial results; and
- to encourage retention of key executives for leadership succession.

The Compensation Program is designed to reward high performance, to retain and motivate key employees, consultants, directors, and NEOs, and to promote an environment where such individuals are motivated to act in the best interests of the Company. These individuals are awarded for efforts directly related to the advancement of the Company's business and technology, as well as, delivering strong shareholder return performance.

The Compensation Committee meets regularly to assess the current compensation paid to key-employees, directors, NEOs, and consultants of the Company, and provides recommendations based on the realized growth

of the Company. As the Company's business strategy is unique with respect to the Company's advancement of its modular direct lithium extraction technology, its ability to benchmark its compensation paid to such key-employees, directors, NEOs and consultants is limited.

Compensation Design and Mix

The Company's total compensation mix, which includes base places a portion of the executive's compensation at risk. The design takes into account individual and corporate performance. Compensation practices, including the mix of base salary, and long-term incentives, are regularly assessed to ensure they are competitive, take account of the external market trends, and support the Company's long-term growth strategies.

Base Salary

Base salary is compensation for discharging job responsibilities and reflects the level of skills and capabilities demonstrated by the executive. Annual salary adjustments take into account the market value of the role and the executive's demonstration of performance against defined metrics year over year.

Option-Based Awards

The Company currently has a rolling 10% stock option plan dated August 17, 2017, as amended on April 19, 2021, which is intended to emphasize management's commitment to the growth of the Company (the "**Stock Option Plan**"). The Stock Option Plan permits the Company to grant key-employees, directors, NEOs, and consultants of the Company with the irrevocable right at a future date to acquire the Shares at a predetermined exercise price per Common Share.

At the Meeting, Shareholders will be asked to pass an ordinary resolution approving an amended stock option plan dated December 15, 2023 (the "Amended Stock Option Plan").

See "*Particulars of Matters to Be Acted Upon – Equity Compensation Plans – Amended Stock Option Plan*" below for further information regarding the terms and resolution regarding the Amended Stock Option Plan.

RSU Awards

In addition to the Stock Option Plan, the Company has also implemented a restricted share unit plan dated November 25, 2020, as amended on June 21, 2022 (the "**RSU Plan**"). The RSU Plan allows the Company to grant key-employees, officers, directors, consultants, and Named Executive Officers of the Company with RSUs whereby the holder has the right to exercise each RSU for (a) one Common Share, or (b) a cash payment equal to the notional value of the market value of the Common Share as at the date set by the Board.

While a significant portion of the compensation of key-employees, directors, NEOs and consultants is performance based, it is difficult to correlate compensation to the trends shown in the above performance graph. As described under "*Compensation Discussion and Analysis*", base salaries are not determined on benchmarks or a specific formula but are set to be competitive with industry levels. It is further worthwhile to note that the value of Stock Option and RSU grants pursuant to the Stock Option Plan and RSU Plan are directly affected by changes in the share price of the Shares.

At the Meeting, Shareholders will be asked to pass an ordinary resolution approving an amended and restated restricted share unit Plan dated December 15, 2023 (the "**Amended and Restated RSU Plan**").

See "*Particulars of Matters to be Acted Upon – Equity Compensation Plans – Amended and Restated RSU Plan*" below for further information regarding the terms and resolution regarding the Amended and Restated RSU Plan.

Summary Compensation Table

The following table sets forth the total compensation paid to or earned by NEOs for the Company's fiscal year ended March 31, 2023.

Name and Principal Position	Year	Salary (\$)	Share Based Awards (\$)	Option Based Awards (\$) ⁽⁷⁾	Non Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total (\$)
					Annual Incentive Plans	Long Term Incentive Plans (\$)			
Garry Flowers ⁽¹⁾ <i>CEO</i>	2023	320,553	-	2,043,790	-	-	-	-	2,364,346
	2022	-	-	-	-	-	-	-	-
	2021	-	-	-	-	-	-	-	-
	2020	-	-	-	-	-	-	-	-
Yick Chan ⁽²⁾ <i>Former CFO</i>	2023	-	-	-	-	-	-	-	-
	2022	502,500	-	-	-	-	-	-	502,500
	2021	-	-	-	-	-	-	-	-
	2020	-	-	-	-	-	-	-	-
John Burba ⁽³⁾ <i>Chairman, Former CEO, & Director</i>	2023	284,938	-	-	-	-	-	1,000	285,938
	2022	250,566	-	-	-	-	-	12,000	262,566
	2021	243,599	-	-	-	-	-	12,000	255,599
	2020	245,549	-	-	-	-	-	12,000	257,549
Logan Anderson ⁽⁴⁾ <i>Former CFO, & Former Director</i>	2023	-	-	-	-	-	-	-	-
	2022	180,000	-	-	-	-	-	12,000	192,000
	2021	180,000	-	-	-	-	-	12,000	192,000
	2020	180,000	-	-	-	-	-	12,000	192,000
Tony Colletti ⁽⁵⁾ <i>Interim President & Director</i>	2023	-	-	-	-	-	-	25,125	25,125
	2022	116,546	21,885	-	-	-	-	52,974	191,405
	2021	-	-	-	-	-	-	-	-
	2020	-	-	-	-	-	-	-	-

Notes:

- (1) Garry Flowers was appointed as CEO of the Company on December 2, 2022.
- (2) Yick Chan resigned as CFO of the Company on March 31, 2023.
- (3) Dr. John Burba resigned as CEO of the Company on December 2, 2022, and currently remains as a director, Chairman, and director of Global Technologies of the Company. Dr. John Burba was paid \$1,000 in 2023 for director fees.
- (4) Logan Anderson resigned as CFO of the Company on June 20, 2022.
- (5) Tony Colletti served as Interim President of the Company for the period commencing March 3, 2022, and ending July 11, 2022. Mr. Colletti presently remains a director of the Company. Tony Coletti was paid 25,125 in 2023 for directors fees.
- (6) Value is based on the grant date fair value of the stock options calculated using the Black-Scholes methodology based on the following key assumptions and estimates for 2023: a risk-free interest rate of 3.1% (2022 – 0.97%; 2021 – 0.36%); an expected annual dividend of \$nil (2022 - \$nil; 2021 - \$nil); an expected forfeiture rate per annum of 0% for officers and 10% for non-officers (2022 – 0% for officers and 10% for non-officers; 2021 – 0% for officers and 10% for non-officers); an expected life of 5 years; and expected share price volatility of 134% (2022 – 131%; 2021 – 128%). This methodology was selected due to its acceptance as an appropriate evaluation model used for similar sized resource sector companies and is consistent with the Company's financial reporting under Generally Accepted Accounting Principles.

Currencies

Unless otherwise noted, all monetary amounts disclosed within this Statement of Executive Compensation are in Canadian dollars, which is the same currency that is used by the Company in its consolidated financial statements. Monetary amounts in currencies other than the Company's functional currency are recorded at the rates of exchange prevailing at period-end.

Incentive Plan Awards

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth all of the options and share based awards granted to the NEOs to purchase or acquire securities of the Company which were outstanding at the end of the financial year ended March 31, 2023.

Option-Based Awards				
Name and Position	Number of securities underlying unexercised options	Option Exercise Price (\$)	Option Expiration Date	Value of unexercised in-the-money options (\$)⁽¹⁾
Garry Flowers <i>CEO</i>	100,000	0.57	June 15, 2026	68,000
	400,000	1.12	May 3, 2028	52,000
	600,000	1.41	July 1, 2027	Nil
John Burba <i>Chairman, & Director</i>	4,898,500	\$0.38	Jan 05, 2025	\$4,261,695

Notes:

- (1) For purposes of determining whether a Stock Option is "in-the-money" the Company has utilized the closing price of the Shares of \$1.25 as determined on the Canadian Securities Exchange on March 31, 2023.

Incentive Plan Awards – Value Vested or Earned during the Year

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to NEO during the financial year ended March 31, 2023.

Name	Option-based awards - Value vested during the year⁽¹⁾ (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
Garry Flowers	N/A	N/A	N/A
John Burba	N/A	N/A	N/A

Note:

- (1) Represents the aggregate dollar value that would have been realized if the Options under the option-based award had been exercised on the vesting date.

Pension Plan Benefits

The Company does not have a pension plan or provide any benefits following or in connection with retirement.

Termination and Change of Control Benefits

As at March 31, 2023, Garry Flowers was the only NEO who had employment/consulting agreements with the Company.

Pursuant to Garry Flowers' employment agreement, in the event of termination for cause, Garry Flowers shall be entitled to receive: (a) any unpaid salary and accrued but unused vacation, and (b) reimbursement for unreimbursed business expenses properly incurred. In the event that Garry Flowers's employment is terminated without cause, Garry Flowers shall be entitled to receive: (a) payments equal to his base salary for six (6) months, and (b) a pro-rata portion of any bonuses up to the discretion of the Board.

The following table provides the estimated incremental payment payable to Garry Flowers pursuant to their respective employment/consulting agreement assuming the occurrence of the noted triggering event as at March 31, 2023.

Name	Total incremental obligation
Garry Flowers	137,500

Director Compensation

Director Compensation Table

The following table sets forth the value of all compensation provided to directors during the financial year ended March 31, 2023.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$) ⁽¹⁾	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other Compensation (\$)	Total (\$)
Tony Colletti	40,750	Nil	Nil	Nil	Nil	Nil	40,750
Maria Echaveste	56,250	Nil	Nil	Nil	Nil	Nil	56,250
Foy Wyman	56,250	Nil	Nil	Nil	Nil	Nil	56,250
Morgan	56,250	Nil	Nil	Nil	Nil	Nil	56,250
William Webster							

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth all of the Options granted to the directors of the Company, not including those directors who were also NEOs, to purchase or acquire securities of the Company that were outstanding at the end of the financial year ended March 31, 2023.

Name	Option-based Awards			Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾	Number of shares or units of shares that have not vested (#)	Market or Payout value of share-based awards that have not vested (\$)
Tony Colletti	200,000	0.57	June 15, 2026	113,998.75	N/A	N/A
Maria Echaveste	Nil	N/A	N/A	N/A	N/A	N/A

Name	Option-based Awards			Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾	Number of shares or units of shares that have not vested (#)	Market or Payout value of share-based awards that have not vested (\$)
Foy Wyman Morgan	Nil	N/A	N/A	N/A	N/A	N/A
William Webster	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

(1) For purposes of determining whether a Stock Option is "in-the-money" the Company has utilized the closing price of the Shares of \$1.25 as determined on the Canadian Securities Exchange on March 31, 2023.

Incentive Plan Awards – Value Vested or Earned during the Year

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to directors of the Company, not including those directors who are also NEOs, during the financial year ended March 31, 2023.

Name	Option-based awards - Value vested during the year (\$) ⁽¹⁾	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
Tony Colletti	114,000	Nil	Nil
Maria Echaveste	Nil	Nil	Nil
Foy Wyman Morgan	Nil	Nil	Nil
William Webster	Nil	Nil	Nil

Notes:

Represents the aggregate dollar value that would have been realized if the Stock Options awarded had been converted to Shares on the vesting date.

PARTICULARS OF MATTERS TO BE ACTED UPON

Recommendations of the Board

The Board unanimously recommends that each holder of the Shares vote **IN FAVOR** of all resolutions described in this Circular.

TO THE KNOWLEDGE OF THE BOARD, THE ONLY MATTERS TO BE PLACED BEFORE THE MEETING ARE THOSE REFERRED TO IN THE NOTICE OF MEETING ACCOMPANYING THIS CIRCULAR. HOWEVER, SHOULD ANY OTHER MATTERS PROPERLY COME BEFORE THE MEETING, THE SHARES REPRESENTED BY THE PROXY SOLICITED HEREBY WILL BE VOTED ON SUCH MATTERS IN ACCORDANCE WITH THE BEST JUDGMENT OF THE PERSONS VOTING THE SHARES REPRESENTED BY THE PROXY.

NUMBER OF DIRECTORS

The authority to determine the number of directors of the Company rests with the Shareholders. The Company's Articles (the "**Articles**") stipulate that the Board shall consist of the greater of: (a) three directors, and (b) the number of directors most recently set by ordinary resolution of the Shareholders.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at four (4). The number of directors will be approved if the affirmative vote of the majority of Shares present or represented by proxy at the Meeting and entitled to vote are voted in favor to set the number of directors of the Company at four (4).

The Board recommends that Shareholders vote FOR this resolution to fix the number of directors at four (4). Unless authority to do so is withheld, the persons named in the enclosed form of proxy intend to vote FOR the resolution to fix the number of directors at four (4).

ELECTION OF DIRECTORS

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is earlier vacated in accordance with the provisions of the British Columbia Business Corporations Act (the "**BCBCA**"), each director elected will hold office until the conclusion of the next annual general meeting of the Shareholders, or if no director is then elected, until a successor is elected.

Subject to the BCBCA and the Articles, only persons who are nominated in accordance with the advance notice provisions (the "**Advance Notice Provisions**") of the Articles will be eligible to stand for election as directors of the Company. Nominations of persons for election to the Board may be made at any annual general meeting of the Shareholders of the Company, or at any special general meeting of the Shareholders of the Company if one of the purposes for which the special general meeting was called was the election of directors: (a) by or at the direction of the Board, including pursuant to a notice of meeting; (b) pursuant to a proposal made in accordance with the provisions of the BCBCA, or a requisition made in accordance with the provisions of the BCBCA; or (c) by any person (a "**Nominating Shareholder**"): (A) who, at the close of business on the date of the giving of the notice provided for in the Advance Notice Provisions (a "**Notice of Nominee**") and who at the close of business on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth in the Advance Notice Provisions.

In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the President or CEO, and Secretary of the Company at the principal executive offices of the Company.

To be timely, a Notice of Nominee sent by a Nominating Shareholder must be: (a) in the case of an annual meeting of the Shareholders, given not less than 30 nor more than 65 days prior to the date of the annual meeting of Shareholders; provided, however, that in the event that the annual meeting of Shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and (b) in the case of a special general meeting (which is not also an annual meeting) of Shareholders called for the purpose of electing directors (whether or not called for other purposes), given not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special general meeting of the Shareholders was made. Unless otherwise directed by the Board of, any adjournment, rescheduling, or postponement of a meeting of the

Shareholders or the announcement thereof will not result in the commencement of a new time period for the giving of a Nominating Shareholder's notice as described above.

The Chairman of any general meeting of the Company will have the power and duty to determine whether any nomination made at that meeting was made in accordance the Advance Notice Provisions and, if any proposed nomination is not in compliance with the Advance Notice Provisions, the Chairman may declare that such nomination was not validly made, may be disregarded, and not submitted to a vote at such meeting.

Notwithstanding any other provision of the Advance Notice Provisions, notice given to the Company pursuant to the Advance Notice Provisions may only be given by personal delivery or facsimile transmission and shall be deemed to have been given at the time of personal delivery to the President or CEO, and Secretary of the Company at the address of the principal executive offices of the Company, or if sent by facsimile transmission at the time of confirmed transmission, provided however, that if transmitted after 5:00 p.m. (Pacific Standard Time) then such notice shall be deemed to have been given on the next day that is a business day.

Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement of the Advance Notice Provisions.

The following table sets out the names of management's nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five preceding years for new director nominees, the period of time during which each has been a director of the Company and the number of Shares beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at December 15, 2023.

To the knowledge of the Company, no proposed director and his or her affiliates beneficially own, control or direct, indirectly, or indirectly, at least 10% of the Shares other than as set forth below.

Name, Positions Held, Residence	Present Occupation and Occupation for past 5 years	# of Shares Beneficially Owned, Directly or Indirectly, or Over which Control of Direction is Exercised at the date of this Circular ⁽¹⁾	Percentage of Outstanding Shares at the date of this Circular ⁽²⁾
John Burba <i>Founder and Director</i> Texas, USA	Former Chairman (July 2023) and Director of the Company since April 2018 and served as CEO of the Company from April 2018 to December 2022; CEO and President of Simbol Inc. from March 2013 to March 2016; and previously CTO and EVP of MolyCorp Minerals, LLC, a rare earth minerals company.	9,314,282	4.53%
Tony Colletti⁽³⁾⁽⁴⁾ <i>Director,</i> Florida, USA	Director of the Company since May 2021; Interim President of the Company from March 2022 to July 2022; Up until July 2023 Chief Operating Officer of 3867 Partners, LLC, a private investment firm specialized in the acquisition and turnaround of mid-sized US	26,173	<1%

Name, Positions Held, Residence	Present Occupation and Occupation for past 5 years	# of Shares Beneficially Owned, Directly or Indirectly, or Over which Control of Direction is Exercised at the date of this Circular ⁽¹⁾	Percentage of Outstanding Shares at the date of this Circular ⁽²⁾
	companies; Leads Colletti & Associates, a national governmental relations consulting firm.		
William Webster ⁽³⁾⁽⁵⁾ <i>Chairman and Director</i> South Carolina, USA	Director of the Company since March 3, 2022, and Chairman of the Company since July 2023, and has served as Lead Director since November, 2022; Director, Chairman and Member of Audit Committee of Golub Capital BDC, Inc. from March 2010 to February 2022; and Director of LKQ Corporation from September 2003 to May 2019.	151,408	<1%
Daniel Layton <i>Proposed Director</i> Florida, USA	CEO of the Ensorcia Group of Companies	33,722,129 ⁽⁶⁾	16.39%

Notes:

- (1) Shares beneficially owned or over which control or direction is exercised, directly or indirectly, as at October 13, 2023, based upon information furnished to the Company by the individual directors.
- (2) Based on the 205,778,241 Shares issued and outstanding as at October 16, 2023.
- (3) Member of the Corporate Governance, Nominating and Compensation Committee.
- (4) Member of the Social Responsibility and Sustainability Committee.
- (5) Member of the Audit Committee.
- (6) Daniel Layton is the President and sole shareholder of Ensorcia Metals Corporation, which holds 33,722,129 Common Share, 25,442,148 of which are held indirectly by Ensorcia Metals Corporation through Sorcia Minerals LLC, a wholly owned subsidiary of Ensorcia Metals Corporation.

All director nominees have consented to being named in this Circular and to serve as directors if elected. The Company's management does not contemplate that any of the director nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, your proxyholder has the right to use his or her discretion in voting for another nominee unless you have specified in your voting instruction or proxy form that he or she does not have such authority. The Articles permit the Board, between annual meetings of Shareholders, to appoint one or more additional directors (up to a maximum of one-third of the number of directors who held office at the expiration of the last annual meeting of Shareholders).

Your proxyholder will vote FOR the election of each of these nominees as a director of the Company unless you indicate in your voting instruction or proxy form that authority to do so is withheld in respect of one or more of the nominees.

If there are more nominees for election as directors than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled, all such nominees will be elected.

Management does not contemplate that any of its nominees will be unable to serve as directors. If any vacancies occur in the slate of nominees listed above before the Meeting, then the proxyholders intend to exercise discretionary authority to vote the Shares represented by proxy for the election of any other persons as directors in accordance with the Advance Notice Provisions described above.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions:

Within one year of Dr. Burba ceasing to act as the CEO and President of Simbol, Inc. ("**Simbol**"), Simbol ceased operations and certain of Simbol's creditors filed claims in California resulting in Simbol being placed into receivership. Simbol's assets, under the supervision of a receiver, were later sold to a third party pursuant to the terms of an asset purchase agreement.

In addition to the above, the Company voluntarily applied for a Management Cease Trade Order ("**MCTO**") with the British Columbia Securities Commission (the "**BCSC**") on May 27, 2022, due to a delay in the Company's filing of its audited annual financial statements by the filing deadline of May 31, 2022. The MCTO prohibited all trading by the CEO and CFO of the Company, and such other directors, officers and persons as determined by the applicable regulatory authorities until the MCTO has been revoked. The annual financial filings were subsequently filed on June 14, 2022, and the MCTO was revoked permitting directors and officers of the Company to recommencing trading of securities of the Company.

Other than as set out above, no proposed director (including any personal holding company of a proposed director), is:

- (1) as at the date of the Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:
 - (a) was the subject of a cease trade order (including a management cease trade order which applies to directors or executive officers), an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days, that was issued while such person was acting in the capacity as director, chief executive officer or chief financial officer; or
 - (b) was subject to an order that was issued after such person ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as a director, chief executive officer or chief financial officer;
- (2) is, as at the date of this Circular, or has been within 10 years before the date of the Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (3) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement, or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (4) has been subject to:

- (a) any penalties or sanctions imposed by a court relation to securities legislation or by a securities regular authority or has entered into a settlement agreement with a securities regulatory authority since December 31, 2000 the disclosure of which would likely be important to a reasonable security holder in deciding whether to vote for a proposed director; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director. No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

APPOINTMENT OF AUDITORS

Shareholders will be asked to vote for the reappointment of Crowe MacKay LLP to serve as auditors of the Company to hold office until the next annual general meeting of the Shareholders or until such firm is removed from office or resigns as provided by law and to authorize the Board to fix the remuneration to be paid to the auditors. Crowe MacKay LLP were first appointed as auditors of the Company on January 11, 2023.

Management recommends Shareholders to vote for the ratification of the appointment of Crowe MacKay LLP as the Company's auditors until the next annual general meeting of the Shareholders at a remuneration to be fixed by the Board.

ADOPTION OF AMENDED STOCK OPTION PLAN

Amended Stock Option Plan

On December 15, 2023, the Board conditionally approved and adopted an Amended Stock Option Plan in the form attached hereto as Schedule "A". The Amended Stock Option Plan was approved by the Board to ensure compliance with certain policies of the TSX Venture Exchange Corporate Finance Manual (the "**TSXV Policies**") relating to security-based compensation plans. The Company expects to adopt the Amended Stock Option Plan upon completion of a listing with the TSX Venture Exchange ("**TSXV**") and concurrent de-listing from the Canadian Securities Exchange ("**CSE**"), in connection with an application made to the TSXV which was announced by the Company on December 1, 2023 (the "**TSXV Listing**"). However, the Board will have the discretion to implement the Amended Stock Option Plan even in the event that the TSXV Listing is not completed, or prior to completing the TSXV Listing.

In the event that the Company does not complete the TSXV Listing (and until the TSXV Listing has been completed or terminated), and if the Board decides to not implement the Amended Stock Option Plan, its existing stock option plan dated August 17, 2017, as amended on April 19, 2021, and approved by Shareholders at the Company's annual general meeting held on June 21, 2022, will remain in full force and effect, and all existing Options will remain governed under the terms of the existing plan. A copy of the existing stock option plan, which is an "evergreen plan" pursuant to the policies of the CSE, can be found attached to the management information circular of the Company dated April 19, 2021 filed on SEDAR under the Company's profile at www.sedarplus.ca. The Company would be required to obtain Shareholder re-approval for the existing stock option plan, if not replaced by the Amended Stock Option Plan, on or before June 21, 2025.

The Amended Stock Option Plan provides that the Board may from time to time, in its discretion, grant to directors, officers, employees and consultants of the Company and to individuals employed by a company providing management services to the Company (collectively, "**Participants**"), non-transferable options

("Options") to purchase Common Shares. The purpose of the Amended Stock Option Plan is to provide an incentive to the directors, officers, employees, consultants and other personnel of the Company or any of its subsidiaries to achieve the longer-term objectives of the Company; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Company; and to attract to and retain in the employ of the Company or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Company.

The Amended Stock Option plan is a "rolling" 10% plan. As of the date of this Circular, the Company was eligible to grant up to 20,577,824 options and there are 1,150,000 options outstanding under the Amended Stock Option Plan. Additionally, under the Amended Stock Option Plan, the Company has designated that up to 20,000,000 Common Shares may be reserved for the issuance of Options that qualify as "incentive stock options" within the meaning of Section 422 of the *United States Internal Revenue Code of 1986*, as amended ("**ISOs**"). The number of Common Shares reserved for issuance pursuant to Options qualified as ISOs is a fixed number, and any amendment to increase this number, or any change to the class of employees eligible to receive ISOs, must be approved by the Shareholders of the Company.

The Board recommends Shareholders approve the ordinary resolution as more particularly described below, approving the Amended Stock Option Plan.

The following is a summary of the material terms of the Amended Stock Option Plan:

- (a) the aggregate number of Common Shares reserved for issuance pursuant to Options under the Amended Stock Option Plan shall not exceed 10% of the issued and outstanding Common Shares on the particular date of the grant of any Option. This number shall include any Common Shares which may be issued upon the exercise of any Options outstanding as of the date of the Amended Stock Option Plan granted either individually or pursuant to predecessor stock option plans of the Company, which, by implementation of the Amended Stock Option Plan are deemed to be included as Options under the Amended Stock Option Plan as if such Options had been granted under this Amended Stock Option Plan. If any option expires or otherwise terminates for any reason without having been exercised in full, the number of Common Shares in respect of which the option was not exercised shall be available for the purposes of the Amended Stock Option Plan;
- (b) the maximum aggregate number of Common Shares issuable pursuant to Options that may be issued under this Amended Stock Option Plan, together with any other security based compensation plan or arrangement of the Company (collectively, referred to herein as the "**Security Based Compensation Plans**") within any 12-month period, may not exceed 5% of the outstanding Common Shares calculated on the date of grant of any Option, unless disinterested Shareholder approval is obtained in accordance with TSXV Policies or the policies of the CSE or such other stock exchange the Common Shares are then listed on (or unless permitted otherwise by the TSXV Policies or relevant stock exchange policies);
- (c) the maximum aggregate number of Common Shares issuable pursuant to Options that may be issued to Insiders (as a group) under the Amended Stock Option Plan, together with all of the Company's other Security Based Compensation Plans, within any 12-month period, may not exceed 10% of the issued Common Shares of the Company calculated on the date of grant of any Option, unless disinterested Shareholder approval is obtained in accordance with Exchange Policies (or unless permitted otherwise by the Exchange Policies);
- (d) the maximum aggregate number of Common Shares issuable pursuant to Options that may be issued to Insiders (as defined in the TSXV Policies) as a group under the Amended Stock Option Plan, together with all of the Company's other Security Based Compensation Plans, may not exceed 10% of the issued Common Shares at any time, unless disinterested Shareholder approval is obtained in accordance with TSXV Policies

or the policies of the CSE or such other stock exchange the Common Shares are then listed on (or unless permitted otherwise by the TSXV Policies or relevant stock exchange policies);

- (e) the maximum aggregate number of Common Shares issuable pursuant to Options that may be issued to any one Consultant (as defined in the TSXV Policies) under the Amended Stock Option Plan, together with all of the Company's other Security Based Compensation Plans, within any 12-month period, may not exceed 2% of the issued Common Shares calculated on the date of grant of any Option;
- (f) the maximum aggregate number of Common Shares issuable pursuant to Options that may be issued to Persons employed or contracted to provide Investor Relations Activities (as defined in the TSXV Policies) as a group, within any 12-month period, may not exceed 2% of the issued Common Shares of the calculated on the date of grant of any Option;
- (g) Options granted must be exercised no later than ten (10) years from the date of grant or such lesser period as may be determined by the Board, subject to extensions during black-out periods;
- (h) upon the death of a Participant, the legal representative of the Eligible Participant may exercise any outstanding portion of the Participant's Options within one year after the date of the Participant's death;
- (i) if an Participant ceases to be an eligible Participant under this Amended Stock Option Plan for any reason other than death, the Participant may, but only within a reasonable period, not exceeding 12 months, to be set out in the applicable Stock Option Agreement at the time of the grant, following the Participant's ceasing to be an eligible Participant (or 30 days in the case of an Participant engaged in Investor Relations Activities) or prior to the expiry of the Option Period, whichever is earlier, exercise any Option held by the Participant, but only to the extent that the Participant was entitled to exercise the Option at the date of such cessation. For greater certainty, any Participant who is deemed to be an employee of the Company pursuant to any medical or disability plan of the Company shall be deemed to be an employee for the purposes of the Amended Stock Option Plan;
- (j) subject to the policies of the applicable stock exchange and any limitations imposed by any relevant regulatory authority, the exercise price of an Option granted under the Amended Stock Option Plan shall be as determined by the Board when such Option is granted and shall be an amount at least equal to the Discounted Market Price (as defined in the policies of the applicable stock exchange) of the Common Shares; and
- (k) the Board may permit Options granted to be exercised using the "Cashless Exercise" or "Net Exercise" provisions of Policy 4.4 of the TSXV Policies.

At the Meeting, Shareholders will be asked to consider and, if thought appropriate, to pass, with or without variation, the below ordinary resolution to approve the Amended Stock Option Plan.

"BE IT RESOLVED as an ordinary resolution of shareholders of International Battery Metals Ltd. (the "**Company**"), that:

1. the amended stock option plan (the "**Amended Stock Option Plan**") of the Company in the form attached as Schedule "A" to the management information circular of the Company dated December 15, 2023, be and is hereby approved with such modifications as may be required by the Canadian Securities Exchange or TSX Venture Exchange;

2. the maximum number of common shares of the Company which may be issued under the Amended Stock Option Plan shall be equal to ten percent (10%) of the then issued and outstanding common shares of the Company from time to time;
3. the maximum number of common shares that may be reserved for the issuance of stock options that qualify as "incentive stock options" within the meaning of Section 422 of the *United States Internal Revenue Code of 1986*, as amended, shall be 20,000,000;
4. the directors of the Company be and are hereby authorized and empowered to make such further amendments to the Amended Stock Option Plan as the directors shall consider necessary or desirable in order to satisfy the requirements or requests of any regulatory authority or stock exchange, including, without limitation, the Canadian Securities Exchange and the TSX Venture Exchange, without further notice to, or approval of, the shareholders of the Company;
5. The directors of the Company be and are hereby authorized to revoke these resolutions before they are acted on without further approval of the shareholders, if in the sole discretion of the board of directors of the Company, it is in the best interests of the Company to do so; and
6. any director or officer of the Company be and is hereby authorized and directed to do and perform all such acts and things and to execute and deliver or cause to be delivered, for, in the name of and on behalf of the Company (whether under the seal of the Corporation or otherwise) all such agreements, instruments and other documents as in such individual's opinion may be necessary or desirable to perform the terms of this resolution."

The resolution must be approved by a simple majority approval of the votes cast at the Meeting by the Shareholders.

Management recommends Shareholders to vote for the ordinary resolution to approve the Amended Stock Option Plan. Unless authority to do so is withheld, the persons named in the enclosed form of proxy intend to vote for the ordinary resolution to approve the Amended Stock Option Plan.

ADOPTION OF AMENDED RESTRICTED SHARE UNIT PLAN

On December 15, 2023, the Board approved the Amended and Restated RSU Plan in the form attached hereto as Schedule "B". The Amended and Restated RSU Plan allows the Company to grant Participants (other than persons providing Investor Relations Activities) with restricted share units ("**RSUs**"), whereby the holder has the right to receive, for each vested RSU: (i) one Common Share, or (ii) a cash payment equal to the market value of the Common Shares represented by the vested RSUs, as determined accordance with the terms of the Amended and Restated RSU Plan.

The Amended and Restated RSU Plan, similar to the Amended Stock Option Plan was adopted by the Board to ensure compliance with the TSXV Policies. In the event the Company does not complete the TSXV Listing (and until the TSXV Listing is completed or terminated), and the Board decides to not implement the Amended and Restated RSU Plan, the Company's existing restricted share unit plan dated November 25, 2020, and amended on June 21, 2022, and approved by Shareholders at the Company's last annual general meeting held on June 21, 2022, will remain in full force and effect, and shall continue to govern the terms of existing RSUs. A copy of the existing restricted share unit plan, which is an "evergreen plan" pursuant to the policies of the CSE, can be found attached to the management information circular of the Company dated December 29, 2020 filed on SEDAR under the Company's profile at www.sedarplus.ca. The Company would be required to obtain Shareholder re-approval for the existing restricted share unit plan, if not replaced by the Amended Stock Option Plan, on or before June 21, 2025.

As of the date of this Circular, the Company is eligible to grant up to 20,577,824 RSUs under the existing restricted share unit plan, and there are 12,500 RSUs currently issued and outstanding.

The following is a summary of the material terms of the Amended and Restated RSU Plan, which summary is qualified in its entirety by reference to the full text of the Amended and Restated RSU Plan attached to this Circular as Schedule "B":

- (a) the Amended and Restated RSU Plan is a "fixed" 10% plan. Subject to adjustment as may be permitted under the Amended and Restated RSU Plan, the maximum number of Shares which may be reserved for issuance under the Amended and Restated RSU Plan at any time shall be 20,577,824. For purposes of determining the number of Common Shares that remain available for issuance under the Amended and Restated RSU Plan, the number of common shares underlying any grants of RSUs that are surrendered, forfeited, waived and/or cancelled shall be added back to the Amended and Restated RSU Plan and again be available for future grant, whereas the number of common shares underlying any grants of RSUs that are issued upon exercise of RSUs shall not be available for future grant;
- (b) the Board shall from time to time determine the eligible Participants to whom RSUs shall be granted and the provisions and restrictions with respect to such grants, all such determinations to be made in accordance with the terms and conditions of the Amended and Restated RSU Plan, and the Board may take into consideration the present and potential contributions of and the services rendered by the particular Participant to the success of the Company and any other factors which the Board deems appropriate and relevant;
- (c) an RSU award granted to a particular Participant in a year will be a bonus for services rendered by the Participant and the number of RSUs awarded will be credited to the Participant's account, effective as of the grant date;
- (d) the RSUs shall have a term, which shall be determined by the Board on the date of award of the RSUs, which term shall not exceed ten (10) years. Each award of RSUs will vest on the date(s) and/or the satisfaction of the performance criteria specified by the Board on the award date and reflected in the applicable grant letter, provided that subject to the TSXV Policies, RSUs may not vest before the date that is one year following the date of grant or issue;
- (e) in the event that a dividend (other than a stock dividend) is declared and paid by the Company on Shares, the Company may elect to credit each Participant with additional RSUs. In such case, the number of additional RSUs will be equal to the aggregate amount of dividends that would have been paid to the Participant if the RSUs in the Participant's account had been Common Shares divided by the market value of a Common Share on the date on which dividends were paid by the Company;
- (f) in accordance with the TSXV Policies, (a) the maximum aggregate number of Common Shares that may be issuable to any one Participant pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 5% of the outstanding common shares calculated on the date of grant; (b) the maximum aggregate number of common shares that may be issuable to Insiders of the Company (as a group) pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 10% of the outstanding shares calculated on the date of grant; (c) the maximum aggregate number of common shares that may be issuable to Insiders of the Company (as a group) pursuant to all Security Based Compensation of the Company may not exceed 10% of the outstanding Shares at any point in time; and (d) the maximum aggregate number of Common Shares that may be issuable to any Consultant of the Company pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month

period may not exceed 2% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation.

At the Meeting, Shareholders will be asked to consider and, if thought appropriate, to pass, with or without variation, the below ordinary resolution to approve the Amended and Restated RSU Plan:

"BE IT RESOLVED as an ordinary resolution of shareholders of International Battery Metals Ltd. (the "**Company**"), that:

1. the amended restricted shared unit plan (the "**Amended and Restated RSU Plan**") of the Company in the form attached as Schedule "B" to the management information circular of the Company dated December 15, 2023, be and is hereby approved with such modifications as may be required by the TSX Venture Exchange;
2. the maximum number of common shares of the Company which may be issued under the Amended and Restated RSU Plan shall be 20,577,824;
3. the directors of the Company be and are hereby authorized and empowered to make such further amendments to the Amended and Restated RSU Plan as the directors shall consider necessary or desirable in order to satisfy the requirements or requests of any regulatory authority or stock exchange, including, without limitation, the TSX Venture Exchange, without further notice to, or approval of, the shareholders of the Company;
4. The directors of the Company be and are hereby authorized to revoke these resolutions before they are acted on without further approval of the shareholders, if in the sole discretion of the board of directors of the Company, it is in the best interests of the Company to do so; and
5. any director or officer of the Company be and is hereby authorized and directed to do and perform all such acts and things and to execute and deliver or cause to be delivered, for, in the name of and on behalf of the Company (whether under the seal of the Corporation or otherwise) all such agreements, instruments and other documents as in such individual's opinion may be necessary or desirable to perform the terms of this resolution."

The resolution must be approved by a simple majority approval of the votes cast at the Meeting by the Shareholders.

Management recommends Shareholders to vote for the ordinary resolution to re-approve the Amended and Restated RSU Plan. Unless authority to do so is withheld, the persons named in the enclosed form of proxy intend to vote for the ordinary resolution to approve the Amended and Restated RSU Plan.

CORPORATE GOVERNANCE DISCLOSURE

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Company. The Board is committed to sound corporate governance practices, which are both in the interest of the Shareholders and contribute to effective and efficient decision making.

National Policy 58-201 - *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board

considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. The Company will continue to review and implement corporate governance guidelines as the business of the Company progresses and becomes more active in operations. National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("**NI 58-101**") mandates disclosure of corporate governance practices in Form 58-101F2 – *Corporate Governance Disclosure*, which disclosure is set out below.

1. Board of Directors

Responsibility of the Board: The business and affairs of the Company are managed by or under the supervision of the Board in accordance with applicable legislation, regulatory requirements, and policies of the CSE. The Board's responsibility is to provide direction and oversight. The Board approves the strategic direction of the Company and oversees the performance of the Company's business and senior management. The Company's senior management is responsible for presenting strategic plans to the Board for review and approval and for implementing the Company's strategic direction.

In performing their duties, the primary responsibility of the directors is to exercise their business judgement in what they reasonably believe to be in the best interests of the Company. In discharging that obligation, directors rely on the honesty and integrity of the Company's senior management and outside advisors and auditors.

In fulfilling its statutory mandate and discharging its duty of stewardship of the Company, the Board is required to supervise management of the Company and to act in accordance with:

- (a) the BCBCA;
- (b) the Articles;
- (c) the charters of the Board and the Board committees; and
- (d) other applicable laws and Company policies.

The Board is actively involved in the Company's strategic planning process. The Board discusses and reviews all materials relating to the strategic plan with management. The Board is responsible for reviewing and approving the strategic plan. At least one Board meeting each year is devoted to discussing and considering the strategic plan, which takes into account the risks and opportunities of the business. Management must seek the Board's approval for any transaction that would have a significant impact on the strategic plan.

The Board periodically reviews the Company's business and implementation of appropriate systems to manage any associated risks, communications with investors and the financial community and the integrity of the Company's internal control and management information systems. The Board also monitors the Company's compliance with its timely disclosure obligations and reviews material disclosure documents prior to distribution. The Board periodically discusses the systems of internal control with the Company's external auditors.

The Board is responsible for choosing the President and CEO and appointing senior management and for monitoring their performance and developing descriptions of the positions for the Board, including the limits on management's responsibilities and the corporate objectives to be met by the management.

The Board approves all the Company's major communications, including annual and quarterly reports, financing documents and press releases. The Company communicates with its stakeholders through a number of channels including its website. The Board approved the Company's communication policy that covers the accurate and timely communication of all important information. It is reviewed annually. This policy includes procedures for

communicating with analysts by conference calls.

The Board, through its audit committee (the "**Audit Committee**"), examines the effectiveness of the Company's internal control processes and management information systems. The Board consults with the external auditors and management of the Company to ensure the integrity of these systems. The external auditors submit a report to the Audit Committee each year on the quality of the Company's internal control processes and management information systems.

In discharging its duty to supervise the management of the business and affairs of the Company for the benefit of all shareholders, the Board of the Company seeks to identify and resolve any perceived or actual conflict between the interests of the Company and the interests of the Company's majority shareholder's or any of its affiliates. This effort is in addition to the provision in the Company's governing corporate statute, the BCBCA, providing for the disclosure of any interest which a director or officer of the Company may have in a material contract or transaction between the Company and another party, and Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions.

Size of the Board: The Board currently consists of three (3) members and the Board is recommending that the Shareholders fix the number of directors to be elected at the Meeting at four (4). The Board is also recommending the four (4) nominees set out in this Circular for election by the Shareholder as directors of the Company at the Meeting.

Composition of the Board: Of the Company's proposed slate of four (4) directors, two (2) would be considered independent. The definition of independence used by the Board is that used by the "CSE". A director is independent if he has no "**material relationship**" with the Company. A "**material relationship**" is a relationship which could, in view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgement. Certain types of relationships are by their nature considered to be material relationships.

The Board has determined that Mr. Webster and Mr. Colletti are independent directors. Mr. Burba is not considered independent because he is the Director of Global Technologies and the Founder of the Company, and was, within the last three years, an executive officer of the Company. Mr. Layton is not independent because he is the Chief Executive Officer of Ensorcia Metals Corporation, a company that owns greater than 10% of the Common Shares of the Company.

The Board is responsible for determining whether or not each director is an independent director. The President, CEO, CFO and Secretary and any other officer are not considered independent. None of the other directors work in the day-to-day operations of the Company, are party to any material contracts with the Company, or receive any fees from the Company except as disclosed in this Circular.

2. Directorships

The following table sets forth the directors of the Company who currently hold directorships on other reporting issuers:

Name of Director	Name of Reporting Issuer	Exchange
William Webster	Golub Capital BDC, Inc.	NASDAQ

3. Selection of Directors, Director Term Limits and Gender Diversity

In late 2014, the securities regulators of Canada (other than Alberta and British Columbia) adopted an amendment to NI 58-101 requiring companies to include disclosure in their management information circular or annual

information forms, as applicable, in respect of director term limits and requiring new disclosure regarding the representation of women on boards and in executive office positions. Maria Echaveste accepted an invitation to join the Board and was appointed to the Board effective March 3, 2022. At present, none of the Company's two (2) NEOs are women. The Company currently does not have written policies in respect of the selection of individuals as nominees for election as directors, director term limits and gender diversity.

The CGNCC is responsible for identifying and recommending to the Board potential candidates to become directors of the Company. While there are no specific written criteria for Board membership, the Company does seek to attract and retain directors with an understanding of the Company's business and a particular knowledge which would assist in guiding management of the Company. The CGNCC also considers the composition of the Board at the time of such review with a view to ensuring that the backgrounds, experiences, and knowledge-base of the members of the Board are diverse and complementary. The Board, taking into consideration the CGNCC's recommendations, is responsible for selecting the nominees for election to the Board, for recommending individuals for appointment as directors to fill vacancies, and determining whether a nominee or appointee is independent.

The Company does not impose term limits on its directors, believing that this arbitrary mechanism for removing directors can result in valuable, experienced directors being forced to leave the Board. The Company believes that the best means to achieving Board renewal is for it to happen organically, and in tandem with the nomination process managed by the CGNCC that takes into consideration a number of factors including identifying and selecting individuals who possess the skills, competencies, knowledge and have the business acumen, time available and independence to effectively discharge their responsibilities and best serve the Company.

The Company does not support the adoption of quotas or targets regarding gender representation on the Board or NEO positions. All Board appointments are made on merit, in the context of the skills, experience, independence, knowledge and other qualities which the Board as a whole requires to be effective, with due regard for the benefits of diversity, including the level of representation of women to the Board.

With respect to the appointment of NEOs, the Company recruits and promotes on the basis of an individual's competence, qualification, experience, and performance, regardless of gender, age, or other aspects of diversity.

Election of Directors: the Board has adopted a majority voting policy, pursuant to which each director should be elected by vote of a majority of the Shares represented in person or proxy at any meeting for the election of directors. If any nominee for election as director receives, from the Shares voted at the meeting in person or by proxy, a greater number of votes "withheld" than votes "for" his or her election, the director will be expected to tender his or her resignation to the Chairman of the Board following the meeting, to take effect upon acceptance by the Board. The CGNCC will expeditiously consider the director's offer to resign and make a recommendation to the Board whether to accept such offer. Within 90 days of the meeting of the Shareholders, the Board will make a final decision concerning the acceptance of the director's resignation. The process applies only in circumstances involving an "uncontested" election of directors – where the number of director nominees does not exceed the number of directors to be elected and where no proxy materials are circulated in support of one or more nominees who are not part of the slate supported by the Board for election at the Meeting. Subject to any corporate law restrictions, where the Board accepts the offer of resignation of a director and that director resigns, the Board may exercise its discretion with respect to the resulting vacancy and may, without limitation, leave the resultant vacancy unfilled until the next annual meeting of the Shareholders, fill the vacancy through the appointment of a new director whom the Board considers to merit the confidence of the Shareholders, or call a special meeting of the Shareholders to elect a new nominee to fill the vacant position.

4. Board Committees

The Board has established three committees of the Board: the Audit Committee; the CGNCC, and the Social

Responsibility and Sustainability Committee.

Audit Committee: The Audit Committee is currently comprised of 3 directors: William Webster, Tony Colletti and John Burba. For more information relating to the charter, oversight and expertise of the Audit Committee please refer to the Section below entitled "Audit Committee" as well as the Audit Committee Charter which is attached to this Circular as Schedule "C".

Corporate Governance, Nominating and Compensation Committee: The CGNCC is currently comprised of two (2) directors: William Webster, and Tony Colletti. The purpose of the committee includes but is not limited to: (1) assist in the development and implementation of appropriate corporate governance principles and practices, (2) provide the Board with recommendations as to nominees of the Board, and (3) to set standard practices and review independently compensation provided to each NEO.

Social Responsibility and Sustainability Committee: The Social Responsibility and Sustainability Committee is currently comprised of 2 directors: William Webster and Tony Colletti. The primary responsibility of this committee is to ensure the Company's continued commitment towards practicing environmental and socially sustainable business practices.

In addition to these standing committees, the Company has established a special committee comprised of Tony Colletti and William Webster to provide preliminary analysis and response to any acquisition, merger, or other business combination proposed that may be presented to the Company.

Following the conclusion of the Meeting, it is anticipated that the Company will fully re-constitute each of its Audit Committee, the CGNCC, and the Social Responsibility and Sustainability Committee.

5. Position Descriptions

The Board has developed written position descriptions and corporate objectives for the Chairman of the Board, the President, CEOs, and CFO, in order to delineate their respective roles and responsibilities. The Board has not to date developed formal position descriptions of the Chair of each of the committees of the Board.

6. Orientation and Continuing Education

While the Company currently has no formal program to orient new directors to the role of the Board, its committees and the nature and operation of the Company's business, it has been the Company's practice for new directors to be thoroughly briefed by management of the Company and to be provided the opportunity to discuss with management, both formally and informally, the Company's activities. New directors are provided with copies of relevant policies and similar materials to ensure that they are familiarized with the Company and its business as well as the procedures of the Board.

The CGNCC has responsibility for overseeing development of any orientation programs for new directors. Although the Company does not have a formal program for the continuing education of directors, the Board ensures that its directors maintain the skills and knowledge necessary to meet their obligations as directors of the Company by scheduling presentations to the Board from time to time to educate directors and keep them informed of developments within the Company and of disclosure and governance requirements and standards.

7. Disclosure Policy

The Board has adopted a written disclosure policy (the "**Disclosure Policy**") to provide a framework for the Company's approach to disclosure. The Disclosure Policy is reviewed periodically by the CGNCC and the Board. The policy extends to all employees, consultants, officers, the Board, and those authorized to speak on the

Company's behalf. The Disclosure Policy addresses disclosures in documents filed with the securities regulators and written statements made in the Company's annual and interim reports, press releases, letters to shareholders, presentations by senior management and information contained on the Company's website and other electronic communications. It also extends to oral statements made in meeting and telephone conversations with members of the investment community, interviews with the media, as well as speeches and conference calls and dealings with the public generally.

Annual reports to shareholders, AIFs, information circulars prepared in connection with meetings of the Shareholders, registration statements, and securities filings must be submitted to the Board for review prior to the planned publication or filing date.

In addition, financial results contained in disclosure documents will require the prior approval of the Audit Committee

All press releases require the prior approval of the Board.

8. Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the Board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or transaction is not invalid, and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or transaction be approved by the Shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

9. Compensation

The CGNCC is responsible for, among other things, periodically reviewing and recommending for approval by the Board the appropriate levels of compensation for directors and senior management of the Company. In addition, the committee reviews the disclosure in the Company's continuous disclosure documents relating to executive compensation prior that information being disseminated.

10. Assessments

The responsibilities of the CGNCC include assessing, on a period basis, the contributions of the Board as a whole

and each of the committees of the Board and each of the individual directors, in order to determine their effectiveness and contribution to the Company. The assessment process includes the completion of evaluation questionnaires by each member of the Board and committees and discussion of responses thereto.

AUDIT COMMITTEE

The Audit Committee Charter

The full text of the Audit Committee Charter is set out in Schedule "C" attached hereto.

Composition of the Audit Committee

The three members of the Audit Committee are presently Mr. Webster, Mr. Colletti, and Mr. Burba. Mr. Webster, and Mr. Colletti are considered independent members. All members of the Audit Committee are financially literate.

A member of the Audit Committee is independent if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgement.

A member of the Audit Committee is considered financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company.

Relevant Education and Experience

Each member of the Company's Audit Committee has adequate education and experience relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that provides the member with:

- (a) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals, and reserves;
- (b) experience preparing, auditing, analyzing, or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and
- (c) an understanding of internal controls and procedures for financial reporting.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate external auditors (currently, Crowe MacKay LLP) not adopted by the Board.

Reliance on Certain Exemptions

During the most recently completed financial year, the Company has not relied on the exemptions contained in

sections 2.4 or 8 of National Instrument 52-110 - *Audit Committees* ("**NI 52-110**").

Section 2.4 provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of all the non-audit services not pre-approved is reasonably expected to be no more than 5% of the total fees payable to the auditors in the fiscal year in which the non-audit services were provided, the Company did not recognize the services as non-audit services at the time of engagement, and the services are promptly brought to the attention of the Audit Committee and approved prior to the completion of the audit by the Audit Committee.

Section 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110 in whole or in part.

Pre-Approval Policies and Procedures

Formal policies and procedures for the engagement of non-audit services have yet to be formulated and adopted. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by, as applicable, the Board and the Audit Committee, on a case by case basis.

External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the non-audited services provided by Crowe MacKay LLP to the Company to ensure auditor independence. Fees incurred with Crowe MacKay LLP for audit and non-audit services in the in the fiscal year ended March 31, 2023, and the fees incurred with Davidson & Company LLP for audit and non-audit services for the fiscal year ended January 31, 2022, are outlined in the following table:

Nature of Services	Fees Paid to Auditor in Financial Year ended March 31, 2023	Fees Paid to Auditor in Financial Year ended January 31, 2023
Audit Fees ⁽¹⁾	\$81,634	\$41,500
Audit-Related Fees ⁽²⁾	Nil	Nil
Tax Fees ⁽³⁾	\$18,000	\$5,000
All Other Fees ⁽⁴⁾	\$14,480	\$6,750
Total	\$114,114	\$53,250

Notes:

- (1) "**Audit Fees**" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) "**Audit-Related Fees**" include fees for services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) "**Tax Fees**" include fees for all tax services other than those included in "Audit Fees" and "Audit- Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) "**All Other Fees**" includes fees for services other than as disclosed in the other rows.

EMPLOYMENT, CONSULTING AND MANAGEMENT AGREEMENTS

Except as set out herein, there are no employment contracts between either the Company or its subsidiaries and the above directors and NEOs other than disclosed herein or in the financial statements of the Company.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than as disclosed hereunder, no directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company or any of its subsidiaries or has been indebted to any other entity where that indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries as of the end most recently completed financial year or as at the date hereof.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For purposes of the following discussion, "**Informed Person**" means (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an Informed Person or a subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10 percent of the voting rights attached to all outstanding voting securities of the Company, other than the voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself it has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

Except as disclosed below, elsewhere herein or in the notes to the Company's financial statements for the financial year ended March 31, 2023, none of:

- (a) the Informed Persons of the Company;
- (b) the proposed nominees for election as a director of the Company; or
- (c) any associate or affiliate of the foregoing persons,

has any material interest, direct or indirect, in any transaction since the commencement of the last financial year of the Company or in a proposed transaction which has materially affected or would materially affect the Company or any subsidiary of the Company.

On May 16, 2022, the Company entered into the investment agreements relating to the assumption of third-party fabrication costs of the Company's modular direct lithium extraction unit, by EVL Holdings, LLC ("**EVL**") and Sorcia Minerals LLC ("**Sorcia**"), in the amounts of \$10,980,393.35, and \$9,759,951.66 respectively. Pursuant to the terms of the investment agreements, it was agreed that the subscription price of the private placement announced by the Corporation on February 9, 2021, approved by shareholders of the Company on April 19, 2021 (the "**2021 Private Placement**"), would be satisfied by applying the amounts indebted to EVL and Sorcia with any excess thereunder being applied to the exercise of each of the Common Share purchase warrants issued pursuant to the terms of the 2021 Private Placement. The Company completed the transactions On March 21, 2023, issuing in aggregate 17,250,000 Shares to EVL, and further issued in aggregate 16,827,502 Shares to Sorcia. 422,489 Shares issuable pursuant to the exercise of the remaining 422,489 Common Share purchase warrants were issued by the Company to Sorcia Minerals on April 20, 2023.

MANAGEMENT CONTRACTS

There are no management functions of the Company or any of its subsidiaries which are to any substantial degree performed by a person or company other than the Directors or senior officers of the Company or any of its subsidiaries.

ADDITIONAL INFORMATION

Additional information concerning the Company, including the Company's audited consolidated financial statements and related notes and MD&A for the fourteen months ended March 31, 2023, and twelve months ended January 31, 2023, and unaudited consolidated financial statements and related notes for the quarterly periods ended April 30, 2022, July 31, 2022, October 31, 2022, January 31, 2023, and June 30, 2023 (together referred to as the "**Financial Disclosure**") may be accessed through www.sedarplus.ca or on the Company's website at www.ibatterymetals.com.

Coinciding with the sending of materials relating to the Meeting, Shareholders will be provided with a form permitting them to request, without charge, copies of the items included in the Financial Disclosure (the "**Financial Statements Request Form**"). Shareholders wishing to receive copies of the items included in the Financial Disclosure, are urged to follow the delivery instructions as provided for in the Financial Statements Request Form.

OTHER MATTERS

The directors of the Company are not aware of any other matters which they anticipate will come before the Meeting as of the date of mailing of this Circular.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Circular have been approved and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board of Directors of the Company.

DATED at the City of Vancouver, in the Province of British Columbia, as of the 15th day of December, 2023.

BY ORDER OF THE BOARD OF DIRECTORS

"Garry Flowers"

Garry Flowers
Chief Executive Officer

SCHEDULE "A"

AMENDED STOCK OPTION PLAN

INTERNATIONAL BATTERY METALS LTD.

**ROLLING 10%
INCENTIVE SHARE OPTION PLAN**

Section 1. General Provisions

1.1 Interpretation

For the purposes of this Plan, the following terms shall have the following meanings:

"**Board**" means the board of directors of the Company;

"**Common Shares**" means common shares in the capital of the Company and any shares or securities of the Company into which such common shares are changed, converted, subdivided, consolidated, or reclassified;

"**Company**" means International Battery Metals Ltd;

"**CSE**" means the Canadian Securities Exchange;

"**Discounted Market Price**" means the Market Price, less any applicable discount under Exchange Policies;

"**Exchange**" means the CSE, TSXV or any other stock exchange on which the Common Shares are listed and posted for trading;

"**Exchange Policies**" means the policies of the Exchange;

"**Insider**" has the meaning ascribed to that term in Policy 1.1 of the TSXV Policies;

"**ISO**" means an Option that is intended to qualify as an incentive stock option within the meaning of Section 422 of US Tax Code;

"**Market Price**" means the last per share closing price for the Common Shares on the Exchange before the date of grant of an Option;

"**Option**" means an option granted by the Company to an eligible Participant entitling such Participant to acquire a designated number of Common Shares from treasury at a price determined by the Board;

"**Option Period**" has the meaning ascribed to that term in Section 2.4(a) hereof;

"**Plan**" means this Rolling Up to 10% Incentive Share Option Plan;

"**Subsidiary**" has the meaning ascribed to that term under the *Business Corporations Act* (British Columbia);

"**Tax Obligations**" means the Company's withholding, remittance, and other funding liabilities under applicable tax law;

"**Termination Date**" means the date on which a Participant ceases to be an eligible Participant;

"**TSXV**" means the TSX Venture Exchange;

"**TSXV Policies**" means the policies of the TSXV, including those set forth in the Corporate Finance Manual of the TSXV; and

"**US Tax Code**" means the *United States Internal Revenue Code of 1986*, as amended.

Capitalized terms in this Plan that are not otherwise defined herein shall have the meaning set out in the TSXV Policies, including without limitation: "Cashless Exercise", "Consultant", "Employee", "Insider", "Investor Relations Activities", "Investor Relations Service Provider", "Management Company Employee", "Net Exercise", "Participant", "Person", "Security Based Compensation" and "Security Based Compensation Plan".

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

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.2 Purpose

The purpose of the Plan is to provide eligible Participants with an incentive to: (i) achieve the long-term objectives of the Company, (ii) encourage the Participant to remain with the Company or a Subsidiary of the Company, (iii) encourage stock ownership by such Participants; and, to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Company.

1.3 Administration

- (a) This Plan shall be administered by the Board, or a committee of the Board duly appointed for this purpose by the Board and consisting of not less than three (3) directors. If a committee is appointed for this purpose, all references to the Board will be deemed to be references to the committee.
- (b) The Plan must be approved by the shareholders at the Company's annual shareholder meetings held in accordance with applicable corporate and securities laws: (i) if the Company is listed on the CSE, every three years; or (ii) if the Company is listed on the TSXV, annually, provided that additionally, for the purpose of ISOs, this Plan must be approved by the shareholders of the Company (i) no later than twelve (12) months after the date of its adoption by the Board, (ii) at any time that the Company increases the maximum aggregate number of Common Shares that may be issued pursuant to all Options qualified as ISOs granted under this Plan pursuant to Section 1.4(g); and (iii) any change to the class of Employees eligible to receive ISOs pursuant to Section 2.10.
- (c) Subject to the limitations of the Plan and the Exchange Policies, the Board shall have the authority to:
 - (i) grant options to purchase Common Shares to eligible Participants;
 - (ii) to determine the terms, limitations, restrictions, and conditions respecting such grants;

- (iii) to interpret the Plan and to adopt, amend and rescind such administrative guidelines and any other rules and regulations relating to the Plan as it shall from time to time deem advisable; and
- (iv) to make all other determinations and to take all other actions in connection with the implementation and administration of the Plan including, without limitation, for the purpose of ensuring compliance with Section 1.6 hereof, as it may deem necessary or advisable. The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Company and all other persons.

1.4 Shares Reserved

The number of Common Shares reserved for issuance to a Participant granted under this Plan shall be subject to the following restrictions:

- (a) the aggregate number of Common Shares reserved for issuance pursuant to this Plan must not exceed 10% of the issued and outstanding Common Shares as at the date of the grant or issuance of any Option under this Plan;
- (b) the maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any person (and where permitted under the Exchange Policies, any companies that are wholly owned by that Person) must not exceed 5% of the issued and outstanding Common Shares, calculated as at the date any Security Based Compensation is granted or issued to the Person, unless disinterested shareholder approval is obtained;
- (c) the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the issued and outstanding Common Shares at any point in time, unless disinterested shareholder approval is obtained;
- (d) the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to Insiders (as a group) must not exceed 10% of the issued and outstanding Common Shares, calculated as at the date any Security Based Compensation is granted or issued to any Insider, unless disinterested shareholder approval is obtained;
- (e) the maximum aggregate number of Common Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any one Consultant must not exceed 2% of the issued and outstanding Common Shares, calculated as at the date any Security Based Compensation is granted or issued to the Consultant;
- (f) the maximum aggregate number of Common Shares that are issuable pursuant to all Options granted in any 12-month period to all Investor Relations Service Providers in the aggregate must not exceed 2% of the issued and outstanding Common Shares, calculated as at the date the Option is granted to any such Investor Relations Service Provider; and
- (g) the maximum aggregate number of Common Shares that may be issued pursuant to all Options qualified as ISOs granted under this Plan shall be fixed at 20,000,000 Common Shares, subject to adjustment in accordance with the terms of this Plan, provided it does not exceed 10% of the issued and outstanding Common Shares as at the date of the grant or issuance of any Option under this plan.

1.5 Amendment and Termination

- (a) The Board may amend or terminate this Plan or any outstanding Option granted hereunder at any time without the approval of the shareholders of the Company or any Participant whose Option is amended or terminated, in order to conform this Plan or such Option, as the case may be, to applicable law or regulation or the requirements of the Exchange or any relevant regulatory authority, whether or not such amendment or termination would affect any accrued rights, subject to the approval of the Exchange or such regulatory authority.
- (b) The Board of Directors may amend or terminate this Plan or any outstanding Option granted hereunder for any reason other than the reasons set forth in Section 1.50 hereof, subject to the approval of the Exchange or any relevant regulatory authority and the approval of the shareholders of the Company if required by the Exchange or such regulatory authority. Subject to Exchange Policies, disinterested shareholder approval will be obtained for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Participant is an Insider of the Company at the time of the proposed amendment. No such amendment or termination will, without the consent of a Participant, alter or impair any rights which have accrued to him prior to the effective date thereof.
- (c) This Plan, and any amendments thereto, shall be subject to acceptance and approval by the Exchange. Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless and until such approval and acceptance are given.
- (d) If the Corporation becomes listed or quoted on a stock exchange or stock market senior to the CSE or TSXV, the Board may in its absolute discretion, amend or modify this Plan or any Option grant as may be required by the policies of such senior stock exchange or stock market.

1.6 Compliance with Legislation

- (a) The Plan, the grant and exercise of Options hereunder and the Company's obligation to sell and deliver Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations, of any stock exchange on which the Common Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Company, be required.
- (b) The Company shall not be obliged by any provision of the Plan or the grant of any Option hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals.
- (c) No Option shall be granted, and no Common Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Common Shares hereunder in violation of this provision shall be void.
- (d) Common Shares issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws. In particular, if Options are granted to any resident or citizen of the United States, the Board and the Company will use their best efforts to ensure that all matters pertaining to such Options shall be made in compliance with applicable United States securities laws.

1.7 Miscellaneous

- (a) Nothing contained herein shall prevent the Board from adopting other or additional Security Based Compensation Plans, subject to any required approval.
- (b) Nothing contained in the Plan nor in any Option granted thereunder shall be deemed to give any Participant any interest or title in or to any Common Shares or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in the Plan and pursuant to the exercise of any Option.
- (c) The Plan does not give any Participant or any employee of the Company or a its Subsidiary the right or obligation to or to continue to serve as a director, officer or employee, as the case may be, of the Company or any of its Subsidiary.
- (d) The awarding of Options to any Participant is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the capital of the Company or any of its subsidiaries other than as specifically provided for in the Plan.
- (e) No fractional Common Shares shall be issued upon the exercise of options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Common Share upon the exercise of an Option, such Participant shall only have the right to purchase the next lowest whole number of Common Shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

Section 2. Options

2.1 Grants

Subject to the provisions of the Plan and the Exchange Policies, the Board shall have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set forth in Section 2.3 hereof, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the exercise of the Options or the sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Common Shares acquired upon exercise of an Option may be forfeited, with the discretion in the Board to modify or rescind such restrictions in the event of certain corporate developments such as a takeover bid, reorganization, merger, change in capital or amalgamation. Subject to the provisions of Section 2.10, Options granted under this Plan may be intended to qualify as ISOs.

2.2 Participant Eligibility

Subject to the discretion of the Board, all Directors, Officers, Employees, Management Company Employees and Consultants providing ongoing services to the Company or its Subsidiaries, as applicable, shall be eligible to receive Options under this Plan. In determining Options to be granted under the Plan, the Board shall give due consideration to the value of each Participant's present and potential future contribution to the Company's success.

Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect a Participant's relationship or employment with the Company. In addition, in the case of Employees, Management Company Employees and Consultants, the Company and the Eligible Participant must ensure and confirm that each such Employee, Management Company Employee or Consultant, as the case may be, is a bona fide Employee, Management Company Employee or Consultant, and the Option Agreement to which each such Employee, Management Company Employee or Consultant is a party shall contain a representation of the Company and the Participant to such effect.

Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee of employment by the Company to the Participant.

2.3 Option Price

Subject to Exchange Policies and any limitations imposed by any relevant regulatory authority, the exercise price of an Option granted under this Plan shall be as determined by the Board of Directors when such Option is granted and shall be an amount at least equal to the Discounted Market Price of the Common Shares.

2.4 Exercise of Options

- (a) Options granted must be exercised no later than ten (10) years from the date of grant or such lesser period as may be determined by the Board (the "**Option Period**"), subject to Section 2.4(i).
- (b) The Board may, subject to Exchange Policies, determine when any Option will become exercisable and may determine that the Option shall be exercisable in installments.
- (c) The Board may, subject to the receipt of any necessary regulatory or stock exchange approvals, in its sole discretion, accelerate the date on which any Option will vest and become exercisable, in whole or in part. For greater certainty, the Board may not accelerate the vesting requirements applicable to Options granted to an Investor Relations Service Provider without the prior written approval of the Exchange.
- (d) Subject to Section 2.4(c), an Option granted to an Investor Relations Service Provider must vest in stages over a period of not less than 12 months from the grant date, such that (i) no more than 1/4 of the Shares issuable under the Option vest no sooner than three months after the Option was granted; (ii) no more than another 1/4 of the Shares issuable under the Option vest no sooner than six months after the Option granted; (iii) no more than another 1/4 of the Shares issuable under the Option vest no sooner than nine months after the Option was granted; and (iv) the remainder of the Common Shares issuable under the Option vest no sooner than 12 months after the Option was granted.
- (e) Options granted under the Plan shall not be transferable or assignable, whether absolutely or by way of mortgage, pledge or other charge, by the Participant other than by will or by testamentary instrument or the laws of succession, and shall be exercisable during the lifetime of a Participant only by the Participant and after death only by the Participant's legal representative.
- (f) If required by Exchange Policies, at the time of a grant of Options, a four (4) month hold period (commencing on the date the Options are granted) is required for Options issued to Insiders or Consultants or issued at the Discounted Market Price calculated and defined in accordance with

the policies of the Exchange, and any certificate representing the Options that are issued to Insiders or Consultants or issued at the Discounted Market Price, and any Common Shares issued upon the exercise of such Options before the expiry of the hold period shall bear the following legend (in addition to any other legend required pursuant to applicable securities laws):

"Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate, and any securities issued upon exercise hereof, may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [the date that is four months and one day after the date of the grant of the Option]."

- (g) Upon the death of a Participant, the legal representative of the Participant may exercise any outstanding portion of the Participant's Options within one year after the date of the Participant's death (or prior to the expiry of the Option Period, whichever is earlier).
- (h) If a Participant ceases to be an eligible Participant under this Plan for any reason other than death, the Participant may, but only within a reasonable period, not exceeding 12 months, to be set out in the applicable Stock Option Agreement at the time of the grant, following the Participant's ceasing to be an eligible Participant (or 30 days in the case of an Participant engaged in Investor Relations Activities) or prior to the expiry of the Option Period, whichever is earlier, exercise any Option held by the Participant, but only to the extent that the Participant was entitled to exercise the Option at the date of such cessation. For greater certainty, any Participant who is deemed to be an Employee of the Corporation pursuant to any medical or disability plan of the Company shall be deemed to be an Employee for the purposes of this Plan.
- (i) If the expiry date of an Option (other than an ISO) falls within a period during which the Company has formally imposed a blackout period whereby the Company prohibits Participants from exercising their Options, then conditional upon the Company's securities not being subject to a cease trade order (or similar order under securities law), the Board, Chief Executive Officer or President of the Company may extend the exercise period of Options up to ten business days, provided that the blackout period expires upon the general disclosure of the undisclosed material information for which the blackout was imposed.
- (j) Options that have been cancelled or that have expired without being exercised continue to be issuable under the Plan.
- (k) Each Option shall be confirmed by an option agreement executed by the Company and by the Participant.
- (l) Subject to Section 2.4(m), the exercise price of each Common Share purchased under an Option shall be paid in full in cash or by bank draft, certified cheque or wire transfer at the time of such exercise, and upon receipt of payment in full, but subject to the terms of the Plan, the number of Common Shares in respect of which the Option is exercised shall be duly issued as fully paid and non- assessable.
- (m) Additionally, subject to Exchange Policies, the Participant (excluding those Persons engaged in performing Investor Relations Activities) may be eligible to exercise such Options through the Cashless Exercise or Net Exercise provisions if permitted by the Company; in such event, the Participant shall complete a notice of cashless settlement form (as provided by the Company)

and return the executed form to the Company.

- (n) Common Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Common Shares pursuant thereto shall comply with all relevant provisions of applicable securities law, including, without limitation, the 1933 Act, the United States Securities and Exchange Act of 1934, as amended, applicable U.S. state laws, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or consolidated stock price reporting system on which prices for the Common Shares are quoted at any given time.
- (o) As a condition to the exercise of an Option, the Company may require, among other things, that the person exercising such Option to represent and warrant at the time of any such exercise that the Common Shares are being purchased only for investment and without any present intention to sell or distribute such Common Shares if, in the opinion of counsel for the Company, such a representation is required by law.
- (p) The exercise of an Option will be subject to the policies, procedures and conditions adopted by the Company from time to time to comply with its obligations imposed under applicable tax law, including, without limitation, the Tax Obligations.
- (q) As a condition of exercise of an Option, the Company may require the Participant to deliver, in addition to the subscription price in respect of which an Option is exercised, a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on the account of the Tax Obligations.

2.5 Takeover or Change of Control

Subject to the prior acceptance of the Exchange, if required, the Company shall have the power, in the event of:

- (a) any disposition of all or substantially all of the assets of the Company, or the dissolution, merger, amalgamation, or consolidation of the Company with or into any other corporation or of such corporation into the Company; or
- (b) any change in control of the Company,

to make such arrangements as it shall deem appropriate for the exercise of outstanding Options or continuance of outstanding Options, including without limitation, to amend any Stock Option Agreement to permit the exercise of any or all of the remaining Options prior to the completion of any such transaction. If the Company shall exercise such power, the Option shall be deemed to have been amended to permit the exercise thereof in whole or in part by the Participant at any time or from time to time as determined by the Company prior to the completion of such transaction.

2.6 Anti-Dilution of the Option

In the event of:

- (a) any subdivision, redivision or change of the Common Shares at any time during the term of the Option into a greater number of Common Shares, the Company shall deliver, at the time of any exercise thereafter of the Option, such number of Common Shares as would have resulted from such subdivision, redivision or change if the exercise of the Option had been made prior to the date of such subdivision, redivision or change;

- (b) any consolidation or change of the Common Shares at any time during the term of the Option into a lesser number of Common Shares, the number of Common Shares deliverable by the Company on any exercise thereafter of the Option shall be reduced to such number of Common Shares as would have resulted from such consolidation or change if the exercise of the Option had been made prior to the date of such consolidation or change;
- (c) any reclassification of the Common Shares at any time outstanding or change of the Common Shares into other shares, or in case of the consolidation, amalgamation or merger of the Company with or into any other corporation (other than a consolidation, amalgamation or merger which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or in case of any transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another corporation, subject to the prior acceptance of the Exchange, at any time during the term of the Option, the Participant shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which he was theretofore entitled upon exercise of the Option, the kind and amount of shares and other securities or property which such holder would have been entitled to receive as a result of such reclassification, change, consolidation, amalgamation, merger or transfer if, on the effective date thereof, he had been the holder of the number of Common Shares to which he was entitled upon exercise of the Option.

Adjustments shall be made successively whenever any event referred to in this section occur, provided that, other than in connection with a subdivision pursuant to Section 2.6(a) or a consolidation pursuant to Section 2.6(b), any such adjustment shall be subject to the prior acceptance of the Exchange, if required under Exchange Policies. For greater certainty, the Participant shall pay for the number of shares, other securities, or property as aforesaid, the amount the Participant would have paid if the Participant had exercised the Option prior to the effective date of such subdivision, redivision, consolidation or change of the Common Shares or such reclassification, consolidation, amalgamation, merger or transfer, as the case may be.

2.7 Withholding Tax

Upon exercise of an Option, the Participant will, upon notification of the amount due and prior to or concurrently with the delivery of the certificates representing the Common Shares, pay to the Company amounts necessary to satisfy applicable withholding tax requirements or will otherwise make arrangements satisfactory to the Company for such requirements. In order to implement this provision, the Company or any related corporation will have the right to retain and withhold from any payment of cash or Common Shares under the Plan the amount of taxes required to be withheld or otherwise deducted and paid in respect of such exercise. At its discretion, the Company may require a Participant receiving Common Shares upon the exercise of an Option to reimburse the Company for any such taxes required to be withheld by the Company and withhold any distribution to the Participant in whole or in part until the Company is so reimbursed. In lieu thereof, the Company will have the right to withhold from any cash amount due or to become due from the Company to the Participant an amount equal to such taxes. The Company may also retain and withhold or the Participant may elect, subject to approval by the Company at its sole discretion, to have the Company retain and withhold a number of Common Shares having a market value not less than the amount of such taxes required to be withheld by the Company to reimburse the Company for any such taxes and cancel (in whole or in part) any such Common Shares issuable upon exercise of an Option so withheld.

2.8 Applicable Law

This Plan shall be governed by, administered and construed in accordance with the laws of the Province of

British Columbia and the laws of Canada applicable therein.

2.9 Effective Date

The Plan shall be effective upon the approval of the Plan by the Exchange, if and as applicable. Upon the Plan's acceptance by the Exchange, the Plan will supersede and replace all previous stock option plans of the Company.

2.10 ISOs

- (a) ISOs may only be granted to Employees of the Company or one of its subsidiaries (as the term "**subsidiary**" is defined in Section 424(f) of the U.S. Tax Code, which generally requires an unbroken chain of ownership of at least 50% of the total combined voting power of all classes of stock of each subsidiary in the chain beginning with the Company and ending with the subsidiary in question).
- (b) Notwithstanding Section 2.3 (and subject to Section 2.10(c), the exercise price of an ISO granted under this Plan shall not be less than 100% of the fair market value of a Common Share on the date of grant of the ISO. As used herein, "**fair market value**" shall mean, unless otherwise provided by the Board at the time of grant, the Market Price, provided that if the Common Shares are no longer listed or are no longer actively traded on a stock exchange at the applicable time, the fair market value of the Common Shares shall be the value as reasonably determined by the Board for purposes of the ISO in the circumstances in accordance with Section 422 of the U.S. Tax Code.
- (c) No ISO may be granted to any person who, at the time the Option is granted, owns (or is deemed to own under Section 424(d) of the U.S. Tax Code) outstanding Common Shares possessing more than 10% of the total combined voting power of all classes of shares of the Company, unless the exercise price of such Option is at least 110% of the fair market value of the Common Shares subject to the Option and such Option by its terms is not exercisable after the expiration of five years from the date such Option is granted..
- (d) To the extent that the aggregate fair market value (determined at the time of grant of the applicable Option) of Common Shares with respect to which ISOs first become exercisable by a Participant in any calendar year exceeds \$100,000, taking into account both Common Shares subject to ISOs under this Plan and Common Shares subject to ISOs under all other plans of the Company or one of its subsidiaries (or any parent or predecessor corporation to the extent required by and within the meaning of Section 422 of the U.S. Tax Code and the regulations promulgated thereunder), such Options shall be treated as nonqualified stock options. In reducing the number of Options treated as ISOs to meet the \$100,000 limit, the most recently granted Options shall be reduced first. To the extent a reduction of simultaneously granted Options is necessary to meet the \$100,000 limit, the Board may, in the manner and to the extent permitted by law, designate which Common Shares are to be treated as Common Shares acquired pursuant to the exercise of an ISO.
- (e) Notwithstanding Section 2.4(h), if a Participant ceases to be an Employee of the Company or a subsidiary for any reason other than death, any ISOs then held by the Participant must be exercised (i) no later than three (3) months after such termination of the Participant's employment (or twelve (12) months if such termination is due to the Participant's Disability) or (ii) prior to the expiry of the Option Period, whichever is earlier, but only to the extent that the Participant was entitled to exercise the Option at the date of such termination of employment.

For these purposes, "**Disability**" means a permanent and total disability within the meaning of Section 22(e)(3) of the U.S. Tax Code.

- (f) In the event an adjustment is made to the number and type of Common Shares (or other securities) subject to an ISO or the exercise price of an ISO, in connection with a transaction described in Section 2.5 or otherwise, such adjustment shall be made in a manner that satisfies Section 424 of the U.S. Tax Code.
- (g) Notwithstanding any other provision herein, ISOs may not be granted under this Plan on or after the date that is ten (10) years after the date upon which this Plan is first adopted by the Board (or, if earlier, the initial date of the approval of this Plan by the Company's shareholders).
- (h) If an otherwise-intended ISO fails to meet the applicable requirements of Section 422 of the U.S Tax Code, the Option shall be treated as a nonqualified stock option.
- (i) As a condition to being granted an ISO hereunder, the Participant agrees that, upon any sale or other transfer of Common Shares acquired pursuant to the Option that occurs within either one year of the date the shares are acquired by the Participant or two years after the grant date of the Option, the Participant shall promptly give written notice to the Company of such sale or transfer.

SCHEDULE "B"

AMENDED AND RESTATED RSU PLAN

INTERNATIONAL BATTERY METALS LTD.
(the "Company")

AMENDED AND RESTATED RESTRICTED SHARE UNIT PLAN

EFFECTIVE AS OF DECEMBER 15, 2023

1. PLAN DEFINITIONS AND INTERPRETATIONS

1.1 For the purposes of this Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) "**Act**" means the *Business Corporations Act* (British Columbia), or its successor, as amended, from time to time;
- (b) "**Affiliate**" means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;
- (c) "**Black-out Period**" means a period during which a restriction has been formally imposed by the Company, pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information, on all or any of its Participants whereby such Participants are prohibited from vesting their Restricted Share Units, provided that any Black-out Period must expire following the general disclosure of the undisclosed material information;
- (d) "**Board**" means the board of directors of the Company;
- (e) "**Change of Control**" means the occurrence of (i) any transaction or series of related transactions, whether or not the Company is a party thereto, after giving effect to which in excess of fifty percent (50%) of the Company's voting power is owned directly, or indirectly through one or more entities, by any Person and its Affiliates, or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company other than in connection with an internal reorganization;
- (f) "**Committee**" means the Board or, if the Board so determines in accordance with Section 2.3 of the Plan, the committee of the Board authorized to administer the Plan which includes any compensation committee of the Board;
- (g) "**Common Shares**" means common shares in the capital of the Company and any shares or securities of the Company into which such common shares are changed, converted, subdivided, consolidated, or reclassified;
- (h) "**Company**" means International Battery Metals Ltd., a corporation existing under the Act, and includes any successor corporation thereof;
- (i) "**Director**" means a member of the Board from time to time;
- (j) "**Disinterested Shareholder Approval**" has the meaning assigned by Policy 4.4 Sections 5.3(b) and (c) of the Exchange Policies;

- (k) "**Distribution**" has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury;
- (l) "**Exchange Policies**" means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;
- (m) "**Expiry Date**" means the date of expiry of a Restricted Share Unit, as may be established by the Board at the time of grant of a Restricted Share Unit, provided that such date shall not exceed 10 years from the Grant Date;
- (n) "**Grant Date**" means the date that the Restricted Share Unit is granted to a Participant under the Plan, as evidenced by the Restricted Share Unit grant letter;
- (o) "**Market Value**" means, the greater of (i) the weighted average of the trading price per Share on the Exchange for the last five trading days ending on that date, and (ii) the closing trading price of the Common Shares as of the applicable date, as reported by the Exchange. If the Common Shares are not trading on the Exchange, then the Market Value shall be determined based on the trading price on such stock exchange or over-the-counter market on which the Common Shares are listed and posted for trading as may be selected for such purpose by the Committee. In the event that the Common Shares are not listed and posted for trading on any stock exchange or over-the-counter market, the Market Value shall be the fair market value of such Common Shares as determined by the Committee in its sole discretion;
- (p) "**Outstanding Shares**" means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;
- (q) "**Participant**" means each eligible Director, Employee and Consultant to whom Restricted Share Units are granted hereunder;
- (r) "**Participant's Entitlement Date**" means the date on which a Participant's Restricted Share Unit Award is fully vested;
- (s) "**Person**" means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof;
- (t) "**Plan**" means this Amended and Restated Restricted Share Unit Plan, as same may be amended from time to time;
- (u) "**Restricted Share Unit**" means a right granted to a Participant by the Company as compensation for employment or consulting services or services as a Director or officer, to receive, for no additional cash consideration, Common Shares of the Company upon specified vesting criteria being satisfied and which may provide that, upon vesting, the award may be paid in cash and/or Common Shares;
- (v) "**Restricted Share Unit Award**" means an award of Restricted Share Units under the Plan to a Participant;
- (w) "**Retirement**" means the Participant ceasing to be an Employee after attaining a stipulated age in accordance with the normal retirement policy or earlier with the Company's consent;

- (x) "**Retirement Date**" means the date on which a Participant ceases to be an Employee due to the Retirement of the Participant;
 - (y) "**Securities Laws**" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Company;
 - (z) "**Termination**" means: (i) in the case of an Employee, the termination of the employment of the Employee with or without cause by the Company or an Affiliate or the cessation of employment of the Employee with the Company or an Affiliate, other than the Retirement of the Employee; and (ii) in the case of a Consultant, the termination of the services of the Consultant by the Company or any Affiliate or the Consultant;
 - (aa) "**TSXV**" means the TSX Venture Exchange; and
 - (bb) "**year**" means a calendar year unless otherwise specified.
- 1.2 Capitalized terms in this Plan that are not otherwise defined herein shall have the meaning set out in the Exchange Policies, including without limitation: "Consultant", "Employee", "Insider", "Investor Relations Activities", "Investor Relations Service Provider", "Management Company Employee", "Participant", "Person", "Security Based Compensation" and "Security Based Compensation Plan".
- 1.3 **Headings.** The headings of all Sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.
- 1.4 **References to this Restricted Share Unit Plan.** The words "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to the Plan as a whole and not to any particular Section, paragraph or other part hereof.
- 1.5 **Canadian Funds.** Unless otherwise specifically provided, all references to dollar amounts in the Plan are references to lawful money of Canada.

2. PURPOSE AND ADMINISTRATION OF THE RESTRICTED SHARE UNIT PLAN

- 2.1 **Purpose of the Restricted Share Unit Plan.** The Plan provides for the payment of bonuses in the form of the issuance of Common Shares to Participants for the purpose of advancing the interests of the Company and its Affiliates through the motivation, attraction and retention of eligible Directors, Employees and Consultants and to secure for the Company and the shareholders of the Company the benefits inherent in the ownership of Common Shares by Directors, Employees and Consultants, it being generally recognized that restricted share plans aid in attracting, retaining and encouraging employees due to the opportunity offered to them to acquire a proprietary interest in the Company.
- 2.2 **Administration of the Restricted Share Unit Plan.** The Plan shall be administered by the Committee and the Committee shall have full authority to administer the Plan including the authority to interpret and construe any provision of the Plan and to adopt, amend and rescind such rules and regulations for administering the Plan as the Committee may deem necessary in order to comply with the requirements of the Plan. All actions taken and all interpretations and

determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Company. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with the Plan and all members of the Committee shall, in addition to their rights as directors of the Company, be fully protected, indemnified and held harmless by the Company with respect to any such action taken or determination or interpretation made in good faith. The appropriate officers of the Company are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of the Plan and of the rules and regulations established for administering the Plan. All costs incurred in connection with the Plan shall be for the account of the Company.

2.3 **Delegation to Committee.** All of the powers exercisable hereunder by the Directors may, to the extent permitted by applicable law and as determined by resolution of the Directors, be exercised by the Committee.

2.4 **Record Keeping.** The Company shall maintain a register in which shall be recorded:

- (a) the name and address of each Participant;
- (b) the number of Restricted Share Units granted to each Participant;
- (c) the number of Restricted Shares issued to each Participant; and
- (d) all other relevant information, including, without limitation, all conditions set forth in a Restricted Share Unit grant letter, substantially in the form set out in Schedule 1 to this Plan.

2.5 **Determination of Participants and Participation.** The Committee shall from time to time determine the Participants to whom Restricted Share Units shall be granted and the provisions and restrictions with respect to such grant, all such determinations to be made in accordance with the terms and conditions of the Plan, and the Committee may take into consideration the present and potential contributions of and the services rendered by the particular Participant to the success of the Company and any other factors which the Committee deems appropriate and relevant. Notwithstanding any other provision of this Plan, Investor Relations Service Providers or any person who is retained to provide Investor Relations Activities are not eligible to participate in this Plan.

2.6 **Maximum Number of Common Shares.**

- (a) This Plan is a "fixed" 10% equity compensation plan. The aggregate maximum number of Common Shares available for issuance from treasury under this Plan, subject to adjustment pursuant to Section 5.8, shall not exceed 20,577,824 Common Shares, being the number of Common Shares that is 10% of the total number of Common Shares as of the effective date of the Plan.
- (b) For purposes of determining the number of Common Shares that remain available for issuance under the Plan, the number of Common Shares underlying any grants of Restricted Share Units that are surrendered, forfeited, waived and/or cancelled shall be added back to the Plan and again be available for future grant, whereas the number of Common Shares underlying any grants of Restricted Share Units that are issued upon exercise of Restricted

Share Units shall not be available for future grant.

- (c) Any Restricted Share Units previously granted by the Board which are outstanding at the time this Plan comes into effect shall be deemed to have been issued under this Plan and shall, as of the date this Plan comes into effect, be governed by the terms and conditions hereof. .

2.7 **Limitations on Participation.** This Plan provides for the following limits on grants unless otherwise permitted pursuant to Exchange Policies:

- (a) unless Disinterested Shareholder Approval is obtained, the maximum aggregate number of Common Shares that may be issuable to any one Participant (and where permitted pursuant to the Exchange Policies, any company that is wholly-owned by the Participant) pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 5% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation;
- (b) unless Disinterested Shareholder Approval is obtained, the maximum aggregate number of Common Shares that may be issuable to Insiders of the Company (as a group) pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 10% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation;
- (c) unless Disinterested Shareholder Approval is obtained, the maximum aggregate number of Common Shares that may be issuable to Insiders of the Company (as a group) pursuant to all Security Based Compensation of the Company may not exceed 10% of the Outstanding Shares at any point in time; and
- (d) the maximum aggregate number of Common Shares that may be issuable to any Consultant of the Company pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 2% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation.

3. RESTRICTED SHARE UNITS

3.1 **Restricted Share Unit Plan.** The Plan is hereby established for Directors, Employees and Consultants. The Plan shall be subject to the approval of shareholders of the Company to be given by resolution passed at a meeting of the shareholders of the Company and acceptance by the Exchange or any regulatory authority or stock exchange having jurisdiction over the securities of the Company.

3.2 **Restricted Share Unit Grant Letter.** The Committee shall determine criteria for the grant of Restricted Share Units Participants. Each grant of a Restricted Share Unit under the Plan shall be evidenced by a Restricted Share Unit grant letter to the Participant from the Company. Such Restricted Share Unit grant letter shall be subject to all applicable terms and conditions of the Plan and may include any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Restricted Share Unit grant letter. The provisions of the various Restricted Share Unit grant letters issued under the Plan need not be identical.

- 3.3 **Vesting Period and Expiry Date.** Except as otherwise provided in a Restricted Share Unit grant letter or any other provision of this Plan and subject to the Exchange Policies, the vesting period and Expiry Date of all Restricted Share Units granted pursuant to Section 3.4 of this Plan will be determined by the Board. If required by the Exchange Policies and subject to early vesting in connection with the death of a Participant or where a Participant ceases to be an eligible Participant in connection with a Change of Control, no Restricted Share Units may vest before the date that is one year following the date of grant or issue.
- 3.4 **Grant of Restricted Share Units.** A Restricted Share Unit Award granted to a particular Participant in a year will be a bonus for services rendered by the Participant. The number of Restricted Share Units awarded will be credited to the Participant's account, effective as of the Grant Date.
- 3.5 **Payment of Dividends.** In the event that a dividend (other than a stock dividend) is declared and paid by the Company on Common Shares, the Committee may elect, but is not required, to credit each Participant with additional Restricted Share Units. In such case, the number of additional Restricted Share Units will be equal to the aggregate amount of dividends that would have been paid to the Participant if the Restricted Share Units in the Participant's account had been Common Shares divided by the Market Value of a Common Share on the date on which dividends were paid by the Company. For greater certainty, the Company may not credit a Participant with additional Restricted Share Units if such Restricted Share Units would result in the Company exceeding the limitations set forth in Section 2.6 or Section 2.7. The additional Restricted Share Units awarded to a Participant under this Section 3.5 of this Plan will vest on the Participant's Entitlement Date in respect of the particular Restricted Share Unit Award to which the additional Restricted Share Units relate.
- 3.6 **Vesting and Payment.** A Restricted Share Unit Award granted to a Participant will entitle the Participant, subject to the Participant's satisfaction of any performance conditions, restrictions, vesting period or limitations imposed under the Plan or set out in the Restricted Share Unit grant letter, to receive, at the discretion of the Company, net of any withholdings pursuant to Section 4.1 of this Plan, (i) one previously unissued Common Share for each Restricted Share Unit on the date when the Restricted Share Unit Award is fully vested, or (ii) a cash amount equal to the Market Value per vested Restricted Share Unit on the vesting date. In the event that a Restricted Share Unit Award is granted with performance conditions, restrictions or any other limitations, the Committee may specify a separate vesting date and trigger date, in which case, the Restricted Share Unit's Market Value shall be determined on the vesting date and not the trigger date.

Subject to the foregoing and subject to Section 3.3, in the event of:

- (a) the death of a Participant, all unvested Restricted Share Units credited to the Participant will vest on the date of the Participant's death. The Common Shares underlying the Restricted Share Units credited to the Participant's account shall be issued to the Participant's estate as soon as practicable thereafter, provided that the period of time during which the Participant's estate can make a claim pursuant to this Section may not exceed one year from the Participant's death;
- (b) the total disability of a Participant in connection with services provided to the Company, if one year has elapsed from the date of grant of the Restricted Share Units, all unvested Restricted Share Units credited to the Participant will vest within 60 days following the date on which the Participant is determined to be totally disabled, and the Common Shares underlying such Restricted Share Units credited to the Participant's account shall be issued to the Participant as soon as practicable thereafter;

- (c) the termination without cause of a Participant or the Retirement of the Participant, all unvested Restricted Share Units credited to the Participant will be cancelled on the date of Termination. The Common Shares underlying the vested Restricted Share Units credited to the Participant's account shall be issued to the Participant as soon as practicable thereafter;
- (d) the termination or resignation of the employment or services of the Participant, prior to the Participant's Entitlement Date, for any reason other than death, disability, Retirement or termination without cause, then, except as provided for in the Restricted Share Unit grant letter or as determined by the Committee, all Restricted Share Units will be forfeited by the Participant, and be of no further force and effect, as of the date of Termination; and
- (e) a Change of Control, all Restricted Share Units outstanding shall immediately vest on the date of such Change of Control notwithstanding any stated vesting period. In any event, upon a Change of Control, Participants shall not be treated any more favourably than shareholders of the Company with respect to the consideration that the Participants would be entitled to receive for the Common Shares underlying the Restricted Share Units;

provided that, in any event, any RSUs will terminate not later than 12 months from the date of Termination.

- 3.7 **Redemption - Fully Paid Common Shares to the Participant.** Subject to Section 4.1, the Company will satisfy its obligation, on the redemption of the Restricted Share Units with the issue of previously unissued Common Shares. The Restricted Share Units will be redeemed by the Company on the vesting date unless otherwise provided in the grant letter.
- 3.8 **No Adjustment.** For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Restricted Share Units will be granted to a Participant to compensate the Participant for any downward fluctuations in the Market Value of a Common Share nor will any other form of benefit be conferred upon, or in respect of, a Participant for such a purpose.
- 3.9 **Black-out Periods.** In the event the vesting date determined in accordance with the terms of this Plan occurs within a Black-out Period, such vesting date shall be automatically extended without any further act or formality to that day which is the tenth (10th) business day after the end of the Black-out Period, such tenth business day to be considered the vesting date for such Restricted Share Units for all purposes under the Plan, provided that such automatic extension of the vesting date will not apply where the Participant or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

4. WITHHOLDING TAXES

- 4.1 **Withholding Taxes.** The Company or its Affiliates may take such steps as are considered necessary or appropriate for the withholding of any taxes or other amounts which the Company or its Affiliate are required by any law or regulation of any governmental authority whatsoever to withhold in connection with any issuance or delivery of Common Shares or payment made under this Plan including, without limiting the generality of the foregoing, the withholding of all or any portion of any issuance or delivery of Common Shares or cash to be made to the Participant, until such time as a Participant has paid the Company or its Affiliates any amount which the

Company and its Affiliates are required to withhold with respect to such taxes or other amounts. For greater certainty, immediately upon the issuance of any Common Shares in satisfaction of a Restricted Share Unit, the Company shall be entitled to sell on behalf and for the account of a Participant a given number of Common Shares sufficient to cover any applicable withholding taxes and other amounts to be withheld by the Company in connection with the Participant's vested Restricted Share Units.

5. GENERAL

- 5.1 **Effective Time of Restricted Share Unit Plan.** The Plan shall be effective on December 15, 2023, subject to receipt of shareholder approval. The Plan shall remain in effect until it is terminated by the Board.
- 5.2 **Participants in the United States.** The Company may, without amending the Plan, modify the terms of Restricted Share Units granted to Participants who provide services to the Company from outside of Canada in order to comply with the applicable laws of such jurisdictions. In addition, the terms of the Restricted Share Units granted to Participants subject to taxation in the United States will be subject to and will be determined by taking into consideration the terms stated in Appendix A that is attached to the Plan.
- 5.3 **Termination of Restricted Share Unit Plan.** The Board or the Committee, as the case may be, may discontinue the Plan at any time without first obtaining Disinterested Shareholder Approval, provided that, without the consent of a Participant, such discontinuance may not in any manner adversely affect the Participant's rights under any Restricted Share Unit granted under the Plan.
- 5.4 **Amendment of this Plan by the Board of Directors.** Subject to the requirements of the Exchange Policies and the prior receipt of any necessary regulatory approval, including shareholder approval (if applicable), the Board may in its absolute discretion, amend or modify this Plan or any Restricted Share Unit granted as follows:
- (a) amendments which are of a typographical, grammatical, clerical nature only;
 - (b) amendments of a housekeeping nature;
 - (c) amendments necessary as a result in changes in securities laws applicable to the Company or any requested changes by the Exchange; and
 - (d) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSXV, amendments as may be required by the policies of such senior stock exchange or stock market.
- 5.5 **Amendment Requiring Disinterested Shareholder Approval.** The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:
- (a) this Plan, together with any other Security Based Compensation Plans, or any particular grant or issue of Security Based Compensation, could result in:
 - (i) the aggregate number of Common Shares issuable pursuant to Security Based Compensation to Insiders (as a group) exceeding 10% of the Outstanding Shares at any time;

- (ii) the aggregate number of Common Shares issuable pursuant to Security Based Compensation granted or issued within any 12 month period to Insiders (as a group) exceeding 10% of the Outstanding Shares calculated at the date of grant or issue; or
 - (iii) the aggregate number of Common Shares issuable pursuant to Security Based Compensation granted or issued within any 12 month period to any one Participant exceeding 5% of the Outstanding Shares calculated at the date of grant or issue; or
 - (b) any amendment to a Restricted Stock Unit that results in a benefit to an Insider.
- 5.6 **Non-Assignable.** Except pursuant to a will or by the laws of descent and distribution, no Restricted Share Unit and no other right or interest of a Participant is assignable or transferable.
- 5.7 **Rights as a Shareholder.** No holder of any Restricted Share Units shall have any rights as a shareholder of the Company until such time as Common Shares are issued in satisfaction of the Participant's Restricted Share Units. Subject to Sections 3.5 and 5.8, no holder of any Restricted Share Units shall be entitled to receive, and no adjustment shall be made for, any dividends, distributions or any other rights declared for shareholders of the Company for which the record date is prior to the date on which Common Shares are issued in satisfaction of the Participant's Restricted Share Units.
- 5.8 **No Contract of Employment.** Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or to provide services to, the Company or its Affiliates nor interfere or be deemed to interfere in any way with any right of the Company or its Affiliates to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in the Plan by a Participant shall be voluntary.
- 5.9 **Adjustment in Number of Common Shares Subject to the Restricted Share Unit Plan.** In the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:
- (a) the number of Common Shares available under the Plan; and
 - (b) the number of Common Shares subject to or underlying any Restricted Share Units.
- If the foregoing adjustment shall result in a fractional Common Share, the fraction shall be disregarded. Any adjustment, other than in connection with a share consolidation or subdivision, will be subject to the prior acceptance of the Exchange. All such adjustments shall be conclusive, final and binding for all purposes of the Plan.
- 5.10 **Securities Exchange Take-over Bid.** In the event that the Company becomes the subject of a take-over bid (within the meaning of the *Securities Act* (British Columbia) pursuant to which 100% of the issued and outstanding Common Shares are acquired by the offeror either directly or as a result of the compulsory acquisition provisions of the incorporating statute and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may send notice to all holders of Restricted Share Units requiring them to exchange their Restricted Share

Units, provided that:

- (a) the offeror delivers with such notice an irrevocable and unconditional offer to grant replacement restricted share unit rights to the holders of Restricted Share Units on the equity securities offered as consideration by the offeror; and
- (b) the Committee has determined, in good faith, that such replacement restricted share unit rights have the same economic value as the Restricted Share Units being exchanged.

- 5.11 **No Representation or Warranty.** The Company makes no representation or warranty as to the future value of any Common Shares issued in accordance with the provisions of the Plan.
- 5.12 **Compliance with Applicable Law.** If any provision of the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith. For greater certainty, the Plan is also subject to TSXV Corporate Finance Manual Policy 4.4 – *Security Based Compensation*, or any successor policy.
- 5.13 **Interpretation.** This Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Appendix A

This special appendix sets forth special provisions of the Plan that apply to Participants ("US Grantees") subject to Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code").

1. Compliance with Section 409A

- (a) *In General* – Notwithstanding any provision of the Plan to the contrary, it is intended that with respect to any US Grantee, such US Grantee's participation in the Plan shall be in a manner which does not subject the US Grantee's interests in the Plan to accelerated or additional tax under Section 409A. If any grant to a US Grantee or payment hereunder could cause the application of accelerated or additional tax under Section 409A, such grant or payment shall be deferred if and to the extent deferral will make such grant or payment compliant with Section 409A; otherwise such grant or payment shall be restructured, to the extent possible, in a manner determined by the Board that does not cause such an accelerated or additional tax. For purposes of Section 409A, each payment or amount due under this Plan shall be considered a separate payment.
- (b) *Change of Control* – For US Grantees, "**Change of Control**" means an event as defined in Section 409A(2)(A)(v) of the Code.
- (c) *Disability* – For US Grantees, "Disability" means a disability within the meaning of Section 409A(a)(2)(C) of the Code.
- (d) *Payments in General* – Notwithstanding anything to the contrary, the US Grantees shall not have a right to designate the taxable year of any payment under the Plan.

2. Amendment of Appendix

The Board retains the power and authority to amend or modify this Appendix to the extent the Board in its sole discretion deems necessary or advisable to comply with any guidance issued under Section 409A. Such amendments may be made without approval of the shareholders of the Company or the approval of any individual Participant.

SCHEDULE 1**[U.S. legend if applicable]****FORM OF GRANT LETTER
RESTRICTED SHARE UNIT PLAN**

This Grant Letter is entered into between International Battery Metals Ltd. (the "**Company**") and the Participant named below pursuant to the Amended and Restated Restricted Share Unit Plan of the Company dated December 15, 2023 (the "**Plan**") and confirms that:

1. on _____, 202_____ (the "**Award Date**");
2. _____ (the "**Participant**");
3. was granted _____ non-assignable restricted share units (the "**Award**"); and
4. the Award shall vest as follows or on such earlier date as provided under the Plan:

5. The Company will redeem the restricted share units at the time of vesting or _____ [insert other redemption provisions].
6. **By signing this Grant Letter, the Participant:**
 - (i) acknowledges that he or she has read and understands the Plan, that he or she will abide by its terms and conditions, and that the Award is subject to the terms of the Plan;
 - (ii) agrees that a Restricted Share Unit does not carry any voting rights;
 - (iii) recognizes that (A) during the period between granting of an Award and the Vesting Date of the Award (or settlement thereof), the value of a Restricted Share Unit Award may be subject to a number of factors and the Corporation accepts no responsibility for any fluctuations in the value of the Award, and (B) there is no assurance as to when, if at all, a Change of Control will occur and therefore if or when the Award will vest;
 - (iv) recognizes that, at the sole discretion of the Company, the Plan can be administered by the Board of Directors of the Company or a Committee of the Board of Directors and any communication from or to the Board or such Committee shall be deemed to be from or to the Company;
 - (v) acknowledges that the Company assumes no responsibility as regards to the tax consequences that participation in the Plan will have for the Participant and the Participant is urged to consult his or her own tax advisor in such regard;

- (vi) acknowledges and agrees that the Company and the Participant have determined and confirm that the Participant is a bona fide Employee, Consultant or Director (as such terms are defined in the Plan), as the case may be; and acknowledges that he or she is solely liable for any taxes or penalties which may be payable to Canada Revenue Agency under the *Income Tax Act* (Canada) or any other taxing authority in respect of the grant of an Award and the delivery of common shares pursuant to an Award is contingent upon satisfaction of applicable withholding requirements and applicable taxes may be withheld from any such payment in settlement of an Award.

IN WITNESS WHEREOF the Company and the Participant have executed this Grant Letter as of _____, 202__.

INTERNATIONAL BATTERY METALS LTD.

By: _____

Name of Participant

Signature of Participant

Witness

SCHEDULE "C"

AUDIT COMMITTEE CHARTER

The Audit Committee's mandate and charter can be described as follows:

1. Each member of the Audit Committee shall be a member of the Board, in good standing, and the majority of the members of the Audit Committee shall be independent in order to serve on this committee.
2. At least one of the members of the Audit Committee shall be financially literate.
3. Review the Audit Committee's charter annually, reassess the adequacy of this charter, and recommend any proposed changes to the Board. Consider changes that are necessary as a result of new laws or regulations.
4. The Audit Committee shall meet at least four times per year, and each time the Company proposes to issue a press release with its quarterly or annual earnings information. These meetings may be combined with regularly scheduled meetings, or more frequently as circumstances may require. The Audit Committee may ask members of the management or others to attend the meetings and provide pertinent information as necessary.
5. Conduct executive sessions with the outside auditors, outside counsel, and anyone else as desired by the Audit Committee.
6. The Audit Committee shall be authorized to hire outside counsel or other consultants as necessary (this may take place any time during the year).
7. Approve any non-audit services provided by the independent auditors, including tax services. Review and evaluate the performance of the independent auditors and review with the full Board any proposed discharge of the independent auditors.
8. Review with the management the policies and procedures with respect to officers' expense accounts and perquisites, including their use of corporate assets, and consider the results of any review of these areas by the independent auditor.
9. Consider, with the management, the rationale for employing accounting firms rather than the principal independent auditors.
10. Inquire of the management and the independent auditors about significant risks or exposures facing the Company; assess the steps the management has taken or proposes to take to minimize such risks to the Company; and periodically review compliance with such steps.
11. Review with the independent auditor, the audit scope and plan of the independent auditors. Address the coordination of the audit efforts to assure the completeness of coverage, reduction of redundant efforts, and the effective use of audit resources.
12. Inquire regarding the "**quality of earnings**" of the Company from a subjective as well as an objective standpoint.
13. Review with the independent accountants: (a) the adequacy of the Company's internal controls including computerized information systems controls and security; and (b) any related significant findings and recommendations of the independent auditors together with the Management's responses thereto.

14. Review with the management and the independent auditor the effect of any regulatory and accounting initiatives, as well as off-balance-sheet structures, if any.
15. Review with the management the annual financial reports before they are filed with the regulatory authorities.
16. Review with the independent auditor that performs an audit: (a) all critical accounting policies and practices used by the Company; and (b) all alternative treatments of financial information within generally accepted accounting principles that have been discussed with the management of the Company, the ramifications of each alternative and the treatment preferred by the Company.
17. Review all material written communications between the independent auditors and the management.
18. Review with the management and the independent auditors: (a) the Company's annual financial statements and related footnotes; (b) the independent auditors' audit of the financial statements and their report thereon; (c) the independent auditor's judgments about the quality, not just the acceptability, of the Company's accounting principles as applied in its financial reporting; (d) any significant changes required in the independent auditors' audit plan; and (e) any serious difficulties or disputes with the management encountered during the audit.
19. Review the procedures for the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters that may be submitted by any party internal or external to the organization. Review any complaints that might have been received, current status, and resolution if one has been reached.
20. Review procedures for the confidential, anonymous submission by employees of the organization of concerns regarding questionable accounting or auditing matters. Review any submissions that have been received, the current status, and resolution if one has been reached.
21. The Audit Committee will perform such other functions as assigned by law, the Company's articles, or the Board.