FLOW METALS CORP.
(“**Flow Metals**” or the “**Company**”)

Statement of Executive Compensation (Venture Issuers)

General

For the purpose of this Statement of Executive Compensation:

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

“**CEO**” means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**CFO**” means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries;

“**Common Shares**” means the common shares in the capital of the Company;

“**Exchange**” means the Canadian Securities Exchange;

“**NEO**” or “**named executive officer**” means each of the following individuals:

(a) a CEO;

(b) a CFO;

(c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000, as determined in accordance with subsection 1.3(5) of National Instrument 51-102, for that financial year; and

(d) each individual who would be an NEO under paragraph (c) 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 that financial year;

“**option-based award**” means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features;

“**plan**” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, securities, similar instruments or any other property may be received, whether for one or more persons;

“**share-based award**” means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock; and

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

Named Executive Officer and Director Compensation

The following table summarizes the compensation paid or accrued, excluding compensation securities, during the Company's two most recently completed financial years to the Company's directors and NEOs:

Table of compensation excluding compensation securities							
Name and position	**Year Ended July 31**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Scott Sheldon (1) (2) President, CEO & Director	2024 2023	102,000 102,000	Nil Nil	Nil Nil	Nil Nil	6,582 14,005	108,582 116,005
Donald Sheldon Director	2024 2023	Nil 28,500	Nil Nil	Nil Nil	Nil Nil	3,291 14,005	3,291 42,505
Robert Brian Murray CFO & Director	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	3,291 14,005	3,291 14,005
Harley Slade (3) Director	2024 2023	16,735 N/A	Nil N/A	Nil N/A	Nil N/A	6,582 N/A	23,317 N/A
Adrian Smith Former Director	2024 2023	N/A 10,000	N/A Nil	N/A Nil	N/A Nil	N/A 14,005	N/A 24,005

(1) Effective June 1, 2021, Scott Sheldon's compensation was set at $8,500 per month pursuant to a management services agreement. He received no compensation in his capacity as a director. See "Statement of Executive Compensation – Employment, Consulting and Management Agreements".

(2) On March 21, 2024 the Company issued 46,666 common shares at a fair value of $0.075 per share to settle debt of $3,500 owing to the Company's Chief Executive Officer for management fees and also on March 21,2024 the Company issued 153,333 common shares at a fair value of $0.075 per share to settle debt of $11,500 owing to the company of a director for exploration services provided.

(3) Harley Slade was appointed to the Board of Directors on December 4, 2023.

Other than as set forth in the foregoing table, the named executive officers and directors have not received, during the most recently completed financial year, compensation pursuant to any standard arrangement for the compensation of directors for their services, in their capacity as directors, including any additional amounts payable for committee participation or special assignments, any other arrangement, in addition to, or in lieu of, any standard arrangement, for the compensation of directors in their capacity as directors, or any arrangement for the compensation of directors for services as consultants or experts.

Stock Options and Other Compensation Securities

The following table sets forth information concerning all compensation securities of the Company granted or issued during the financial year ended July 31, 2024 and 2023, to each of the NEOs and directors of the Company.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class (1)	Date of issue or grant	Issue, conversion or exercise price ($)	Closing price of security or underlying security on date of grant ($)	Closing price of security or underlying security at year end ($)	Expiry date
Scott Sheldon *President, CEO & Director*	Stock Options	150,000 = 17.65% 200,000 = 28.57%	June 9, 2023 May 2, 2024	$0.160 $0.055	$0.09 $0.055	$0.080 $0.065	June 9, 2025 May 2, 2026
Donald Sheldon *Director*	Stock Options	150,000 = 17.65% 100,000 = 14.29%	June 9, 2023 May 2, 2024	$0.160 $0.055	$0.09 $0.055	$0.080 **$0.065**	June 9, 2025 May 2, 2026
Robert Brian Murray *CFO & Director*	Stock Options	150,000 = 17.65% 100,000 = 14.29%	June 9, 2023 May 2, 2024	$0.160 $0.055	$0.09 $0.055	$0.080 **$0.065**	June 9, 2025 May 2, 2026
Harley Slade *Director*	Stock Options	200,000 = 28.57%	May 2, 2024	$0.055	$0.055	$0.065	May 2, 2026
Adrian Smith *Former Director*	Stock Options	150,000=17.65%	June 9, 2023	$0.160	$0.09	$0.08	June 9, 2025

Exercise of Compensation Securities by Directors and Named Executive Officers

During the financial year ended July 31, 2024, no stock options or compensation securities were exercised by any director or NEO of the Company.

External Management Companies

The Company entered into a corporate management agreement (the "Management Agreement") dated July 1, 2018 with Pender Street Corporate Consulting Ltd. which was subsequently assigned to Partum Advisory Services Corp. on April 1, 2019 and renewed on March 1, 2022 ("Partum") to provide management, accounting and administrative services to the Company in accordance with the terms of the Management Agreement for a monthly fee of $4,000 plus applicable taxes and reimbursement of all out-of-pocket expenses incurred on behalf of the Company. The Management Agreement is for an initial term of 12 months, to be automatically renewed for further 12-month periods, unless either party gives 180 days' notice of non-renewal, in which case the Management Agreement will terminate. The Management Agreement can be terminated by either party on 30 days' written notice. It can also be terminated by the Company for cause without prior notice or upon the mutual consent in writing of both parties. If there is a take-over or change of control of the Company resulting in the termination of the Management Agreement, Partum is entitled to receive an amount equal to 6 months of fees payable as a lump sum payment due on the day after the termination date.

On March 1, 2023, the Management Agreement was mutually terminated and replaced by a management agreement with De Novo Accounting Corp. d/b/a De Novo Group. (the "De Novo Agreement") on similar terms with a monthly fee of $5,000 plus applicable taxes and reimbursement of all out-of-pocket expenses incurred on behalf of the Company. The De Novo Agreement is for an initial term of 12 months, to be automatically renewed for further 12-month periods, unless either party gives 90 days' notice of non-renewal, in which case the De Novo Agreement will terminate. The De Novo Agreement can be terminated by the Company for cause without prior notice or upon the mutual consent in writing of both parties.

During the most recently completed financial year, the Company paid or accrued a total $49,173 in management, consulting and accounting fees to Partum. Partum was not indebted to the Company during the Company's last completed financial year.

Stock Option Plans and Other Incentive Plans

On September 24, 2024, the Shareholders approved the Plan to grant Options to (i) our employees, officers, directors, and consultants; (ii) employees, officers, directors, and consultants of an affiliate of ours; and (iii) any other person deemed suitable by the Board to receive options to purchase the Company's Common Shares. Pursuant to the Plan, the Company may reserve up to, in aggregate, a maximum of 20% of the issued and outstanding Common Shares at the time of grant.

The Board has adopted a stock option plan whereby a maximum of 20% of the issued and outstanding of the Company's Shares, from time to time, may be reserved for issuance pursuant to the exercise of incentive stock options. Under the terms of the Plan, options may be granted only to: (i) our employees, officers, directors, and consultants; (ii) employees, officers, directors, and consultants of an affiliate of ours; and (iii) any other person deemed suitable by the Board to receive options to purchase the Company's Shares.

Under the terms of the Plan, options may be granted only to: (i) the Company's employees, officers, directors, and consultants; (ii) employees, officers, directors, and consultants of an affiliate of the Company's; and (iii) any other person deemed suitable by the Board to receive options to purchase Shares.

The exercise price of any option when exercised may not be less than the greater of the closing market price of the Shares on: (a) the last trading day immediately preceding the date of grant of the option; and (b) the date of grant of the option; provided however, that if the Shares are not listed on any securities exchange, the exercise price may not be less than the fair market value of the Shares as may be determined by the Board on the day immediately preceding the date of the grant of such option.

The Options are non-assignable and non-transferable. Options granted under the Plan have a maximum term of five years and can only be exercised by the optionee as long as the optionee remains an eligible optionee pursuant to the Plan or within 90 days (or as otherwise determined by the Board) after ceasing to be an eligible optionee, or, if the optionee dies, within one year from the date of the optionee's death.

Subject to shareholder approval in certain circumstances, the Board may from time to time amend or revise the terms of the Plan or may terminate the Plan at any time.

The decision to grant options is made by the Board as a whole, and a grant is approved by directors' resolutions or at a meeting of the Board. Decisions address vesting, maximum term, number of options, exercise price and method of exercise.

The number of Options which may be issued under the Plan in the aggregate and in respect of any year is limited under the terms of the Plan and cannot be increased without shareholder approval.

The Company does not currently have any other Incentive Plans.

Employment, Consulting and Management Agreements

Please refer to the Management Agreement under "*External Management Companies*" for details of the Management Agreement in place with Partum.

The Company entered into a management services agreement dated June 1, 2021 (the "**Surgenia Agreement**") with Surgenia Productions Inc. ("**Surgenia Productions**"), a private company owned by Scott Sheldon, President and CEO of Flow Metals, pursuant to which it has secured the services of Mr. Sheldon to provide administration of the day-to-day affairs of Flow Metals; oversight with respect to the resource exploration and development business of the Company, including future property acquisitions and dispositions; maintenance of campaigns and online presence; and such other services or activities as reasonably requested by the Board. The initial term of the Surgenia Agreement is three years from execution of the Surgenia Agreement. The term will automatically renew every three years, unless either party has given notice to terminate in accordance with the provisions of the Surgenia Agreement. The Surgenia Agreement may be terminated by Surgenia Productions by giving 30 days' notice or the Company, without cause, by giving 90 days' notice to Surgenia Productions, unless a shorter notice period is agreed to by both parties. The Company pays to Surgenia Productions an annual base consulting fee of $102,000 (the "**Base Fee**"), payable monthly in equal installments of $8,500. In addition to the Base Fee, the Company agrees to pay all reasonable expenses of Surgenia Productions and Mr. Sheldon is entitled to participate in the Stock Option Plan. In circumstances where the Company or its subsidiaries are unable to keep current on such fees, the fees will be accrued with 7.5% interest to such later date as the Company and its subsidiaries are able to bring the fees current by payment in cash. If there is a take-over or change of control of the Company resulting in the termination of Mr. Sheldon as an officer of the Company, including any constructive dismissal, Mr. Sheldon will be entitled to the immediate payment of $34,000 in severance.

There were no agreements or arrangements in place under which compensation was provided during the most recently completed financial year or is payable in respect of services provided to the Issuer that were performed by a director or named executive officer, or performed by any other party but are services typically provided by a director or a named executive officer, other than the reimbursement of expenses any director or NEO may have incurred on behalf of the Issuer.

Except as noted above, there were no agreements or arrangement containing provisions with respect to change of control, severance, termination or constructive dismissal.

Oversight and Description of Named Executive Officer and Director Compensation

The Board is responsible for determining, by way of discussions at board meetings, the compensation to be paid to the Company's executive officers. Flow Metals at this time does not have a formal compensation program with specific performance goals; however, the performance of each executive is considered along with the Company's ability to pay compensation and its results of operation for the period. Flow Metals presently has two NEOs, Scott Sheldon and Robert Brian Murray. Mr. Sheldon has served as CEO and as a Director of the Company since July 12, 2018 and Mr. Murray has served as CFO and as a Director of the Company since July 12, 2018.

Flow Metals' executive compensation is currently comprised of a base fee or salary. Base fees or salaries are intended to provide current compensation and a short-term incentive for the NEO to meet the Company's goals, as well as to remain competitive with the industry. Base fees or salaries are compensation for job responsibilities and reflect the level of skills, expertise and capabilities demonstrated by the NEO.

Compensation is designed to achieve the following key objectives:

(a) to support our overall business strategy and objectives;

(b) to provide market competitive compensation that is substantially performance-based;

(c) to provide incentives that encourage superior corporate performance and retention of highly skilled and talented employees; and

(d) to align executive compensation with corporate performance and therefore Shareholders' interests.

Pension Disclosure

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