

VOLUNTARY ESCROW AGREEMENT

THIS VOLUNTARY ESCROW AGREEMENT (this "**Agreement**") is made effective as of the 5th day of May, 2020 (the "**Effective Date**").

AMONG:

CLARITY GOLD CORP., a corporation continued under the laws of the Province of British Columbia and having an address at 223 - 1231 Pacific Boulevard, Vancouver, BC V6Z 0E2 (email: andrew@westridgemi.com)

(the "**Company**")

AND:

CLARK WILSON LLP, of 900 - 885 West Georgia Street, Vancouver, BC V6C 3H1 (email: vhlus@cwilson.com)

(the "**Escrow Agent**")

AND:

THE UNDERSIGNED SECURITYHOLDER

(the "**Securityholder**")

WHEREAS:

A. The Company and each Securityholder have entered into a subscription agreement (the "**Subscription Agreement**") pursuant to which the Company has agreed to issue each Securityholder common shares in the capital of the Company (the "**Shares**"); and

B. The Securityholder has agreed to deposit the Shares issued under the subscription agreement with the Escrow Agent, to be released only in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Company, the Escrow Agent and the Securityholder (each, a "**Party**", and two or more being, "**Parties**") covenant and agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 In this Agreement:
- (a) the headings have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement;
 - (b) all references to any Party, whether a Party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires; and
 - (c) when the context hereof makes it possible, the word "person" includes in its meaning any firm and any body corporate or politic.

ARTICLE 2 DEPOSIT INTO ESCROW

- 2.1 The Securityholder will deliver to the Escrow Agent certificate(s) representing the Shares (collectively, the "**Certificates**") issued to the Securityholder, and executed stock power(s) (signature guaranteed as required by the Company's transfer agent) with respect to any Shares (the "**Stock Powers**"). Thereafter, the Shares, the Certificates and the Stock Powers will be subject to the terms and conditions of this Agreement.
- 2.2 The Securityholder hereby appoints the Escrow Agent as the agent and attorney-in-fact for and on behalf of the Securityholder in respect of the Shares, on the terms and subject to the conditions set forth herein.

ARTICLE 3 ESCROW PROVISIONS

- 3.1 The Securityholder and the Company hereby direct the Escrow Agent to retain the Shares, the Certificates and the Stock Powers and not to cause anything to be done to release the same from escrow except in accordance with this Agreement. The Escrow Agent accepts its responsibilities hereunder and agrees to perform them in accordance with the terms hereof.
- 3.2 The Escrow Agent will hold the Shares, the Certificates and the Stock Powers in escrow. Upon a request from the Securityholder and subject to the approval of the board of directors of the Company in its sole discretion, the Escrow Agent, upon receipt of written approval by the Company, will release and deliver the Shares and corresponding Stock Powers in accordance with the following schedule:
- (a) 25% of the Shares will be released on the date that is four months after the Company's common shares commence trading on a Canadian Stock Exchange (an, "**Exchange**") (the "**First Date**"); and

- (b) 25% of the Shares will be released on each of the following dates (i) 4 months after the First Date, (ii) 8 months after the First Date and (iii) 12 months after the First Date.
- 3.3 In the event of a Change of Control (as defined herein), the Escrow Agent, upon receipt from the Company of a written notice confirming there has been a Change of Control, will release and deliver the Shares in the name of the Securityholder to the respective Securityholder. For the purposes of this Section 3.3, "**Change of Control**" means the happening of any of the following events: (A) any transaction pursuant to which the Company goes out of existence (except for bankruptcy or insolvency); (B) any transaction pursuant to which any person or any associate or affiliate of such person and any person acting jointly or in concert with such person (as such term is defined in applicable securities legislation) (other than the Company or a subsidiary of the Company), hereafter acquires the direct or indirect "beneficial ownership" (as such term is defined in applicable securities legislation) of securities of the Company representing 50% or more of the aggregate votes of all of the Company's then issued and outstanding securities; (C) the sale of all or substantially all of the Company's assets to a person other than a person that is an affiliated entity; (D) the dissolution or liquidation of the Company except in connection with the distribution of assets of the Company to one or more persons which were affiliated entities prior to such event; or (E) the occurrence of a transaction requiring approval of the Company's shareholders involving the acquisition of the Company by an entity through purchase of assets, by amalgamation, reverse takeover or otherwise.
- 3.4 The Escrow Agent is authorized by the Securityholder and the Company to make the deliveries required by Article 3 and Article 4 of this Agreement.
- 3.5 The Company and the Securityholder acknowledge and agree that the Escrow Agent has acted as counsel only to the Company and is not protecting the rights and interests of the Securityholder. The Securityholder acknowledges and agrees that the Company and the Escrow Agent have given the Securityholder the opportunity to seek, and are hereby recommending that the Securityholder obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Securityholder hereby represents and warrants to the Company and the Escrow Agent that the Securityholder has sought independent legal advice or waives such advice.

ARTICLE 4 OTHER ESCROW PROVISIONS

- 4.1 Notwithstanding anything to the contrary in this Agreement, upon a written request by a Securityholder to the Escrow Agent, at any time while such Securityholder's Shares are held in escrow pursuant to this Agreement, and subject to the written consent by the Parties, such consent not to be unreasonably withheld, a Securityholder may direct the Escrow Agent to continue to hold such Securityholder's Shares and corresponding Stock Powers in escrow for a period of time greater than the schedule as set out in Section 3.2.
- 4.2 If, from time to time during the term of this Agreement, there is any stock dividend, stock split, stock consolidation or other change in the character or amount of any of the

outstanding securities of the Company, all new or additional securities to which the Securityholder is entitled by reason of his ownership of Shares, as of the date of any such occurrence, shall be appropriately adjusted to reflect any such occurrence and may be made by the Company after the Effective Date. If, at any time after the date of this Agreement, the Company is acquired (by amalgamation, merger, formal take-over or otherwise), the new issuer's securities will be subject to the terms of this Agreement in substitution for the tendered Shares. In the event of any such occurrence, certificates for such securities to which the Securityholder is entitled by reason of his ownership of Shares shall be held by the Escrow Agent in accordance with the terms of this Agreement and such securities will be included thereafter as "Shares" for the purposes of this Agreement.

ARTICLE 5 VOTING RIGHTS AND DIVIDENDS

- 5.1 Subject to the terms thereof, the Securityholder shall have all the rights of a holder with respect to the Shares while they are held in escrow including without limitation, the right to vote the Shares and receive any cash dividends declared thereon.

ARTICLE 6 ESCROW AGENT

- 6.1 In exercising the rights, duties and obligations prescribed or confirmed by this Agreement, the Escrow Agent will act honestly and in good faith and will exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 6.2 The Company agree from time to time and at all times hereafter well and truly to save, defend and keep harmless and fully indemnify the Escrow Agent, its successors and assigns from and against all loss, costs, charges, suits, demands, claims, damages and expenses which the Escrow Agent, its successors or assigns may at any time or times hereafter bear, sustain, suffer or be put unto for or by reason or on account of its acting pursuant to this Agreement or anything in any manner relating thereto or by reason of the Escrow Agent's compliance in good faith with the terms hereof; provided that the Company shall not be obligated to save, defend and keep harmless and fully indemnify the Escrow Agent against any loss, costs, charges, suits, demands, claims, damages or expenses arising out of the gross negligence or willful misconduct of the Escrow Agent.
- 6.3 In case proceedings should hereafter be taken in any court respecting the Shares, the Certificates or the Stock Powers, the Escrow Agent will not be obliged to defend any such action or submit its rights to the court until it has been indemnified by other good and sufficient security in addition to the indemnity given in Section 6.2 against its costs of such proceedings.
- 6.4 The Escrow Agent will have no responsibility in respect of loss of the Certificates and the Stock Powers except the duty to exercise such care in the safekeeping thereof as it would exercise if the Certificates and the Stock Powers belonged to the Escrow Agent.

The Escrow Agent may act on the advice of counsel but will not be responsible for acting or failing to act on the advice of counsel.

- 6.5 The Escrow Agent will not be bound in any way by any contract between the other Parties whether or not it has notice thereof or of its terms and conditions and the only duty, liability and responsibility of the Escrow Agent will be to hold the Certificates and the Stock Powers as herein directed and to deliver the same to such persons and other such conditions as are herein set forth. The Escrow Agent will not be required to pass upon the sufficiency of any of the Certificates or the Stock Powers or to ascertain whether or not the person or persons who have executed, signed or otherwise issued or authenticated the said documents have authority to so execute, sign or authorize, issue or authenticate the said documents or any of them, or that they are the same persons named therein or otherwise to pass upon any requirement of such instruments that may be essential for their validity, but it shall be sufficient for all purposes under this Agreement insofar as the Escrow Agent is concerned that the said documents are deposited with it as herein specified by the Parties with the Escrow Agent.
- 6.6 In the event that the any of Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Escrow Agent, the Escrow Agent will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Escrow Agent obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the Parties or to any other person by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.
- 6.7 Except as herein otherwise provided, the Escrow Agent is authorized and directed to disregard any and all notices and warnings which may be given to it by any of the Parties or by any other person, firm, association or corporation. It will, however obey the order, judgment or decree of any court of competent jurisdiction, and it is hereby authorized to comply with and obey such orders, judgments or decrees and in case of such compliance, it shall not be liable by reason thereof to any of the Parties or to any other person, firm, association or corporation, even if thereafter any such order, judgment or decree may be reversed, modified, annulled, set aside or vacated.
- 6.8 If the Escrow Agent receives any valid court order contrary to the instructions contained in this Agreement, the Escrow Agent may continue to hold the Certificates and the Stock Powers until the lawful determination of the issue between the Parties.
- 6.9 If written notice of protest is made by any of the Securityholder and/or the Company to the Escrow Agent to any action contemplated by the Escrow Agent under this Agreement, and such notice sets out reasons for such protest, the Escrow Agent may at its sole discretion continue to hold the Certificates and the Stock Powers until the right to the documents is legally determined by a court of competent jurisdiction or otherwise.

- 6.10 The Escrow Agent may resign as Escrow Agent by giving not less than five days' notice thereof to the Securityholder and the Company. The Securityholder and the Company may terminate the Escrow Agent by giving not less than five days' notice to the Escrow Agent. The resignation or termination of the Escrow Agent will be effective and the Escrow Agent will cease to be bound by this Agreement on the date that is five days after the date of receipt of the termination notice given hereunder or on such other date as the Escrow Agent, the Securityholder and the Company may agree upon. All indemnities granted to the Escrow Agent herein will survive the termination of this Agreement or the termination or resignation of the Escrow Agent. In the event of termination or resignation of the Escrow Agent for any reason, the Escrow Agent shall, within that five days' notice period deliver the Certificates and the Stock Powers to the new escrow agent to be named by the Securityholder and the Company.
- 6.11 The Escrow Agent may act upon any written instructions given jointly by the Securityholder and the Company.
- 6.12 Notwithstanding anything to the contrary contained herein, in the event of any dispute arising between any of the Securityholder and/or the Company, this Agreement or any matters arising thereto, the Escrow Agent may in its sole discretion deliver and interplead the Certificates and the Stock Powers into court and such delivery and interpleading will be an effective discharge to the Escrow Agent.

**ARTICLE 7
FEES**

- 7.1 The Company will pay all of the reasonable and customary compensation of the Escrow Agent and will reimburse the Escrow Agent for any and all reasonable expenses, disbursements and advances made by the Escrow Agent in the performance of its duties hereunder, including reasonable fees, expenses and disbursements incurred by its counsel.

**ARTICLE 8
GENERAL**

- 8.1 Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the Parties unless reduced to writing and signed by the Parties.
- 8.2 This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and successors.
- 8.3 The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.
- 8.4 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and any federal laws of Canada applicable therein.

- 8.5 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice, if to the Company or the Escrow Agent, the address set forth on the first page of the Agreement, or if to a Securityholder, to the address of the Securityholder set forth on its respective signature page to this Agreement (or to such other address as any Party may specify by notice in writing to another Party). Any notice delivered or sent by email or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the electronic communication was successfully transmitted, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.
- 8.6 Time is of the essence of this Agreement.
- 8.7 It is understood and agreed by the Parties that the only duties and obligations of the Escrow Agent are those specifically stated herein and no other.
- 8.8 This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. This Agreement may be executed by delivery of executed signature pages by fax and such fax execution will be effective for all purposes.

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IN WITNESS WHEREOF, the Parties have executed this Voluntary Escrow Agreement effective as of the date first above written.

Clarity Gold Corp.

Per: "James Rogers"
Authorized Signatory

CLARK WILSON LLP

Per: "Virgil Hlus"
Authorized Signatory

SIGNATURE PAGES FOR THE SHAREHOLDER FOLLOWS

SECURITYHOLDER SIGNATURE PAGE

Name of Securityholder: Greg Burnett

Signatory of Securityholder (if Securityholder is an individual): "Greg Burnett"

Signature of Authorized Signatory (if Securityholder is not an individual) _____

Print Name of Authorized Signatory _____

Phone Number of Securityholder: _____

Email of Securityholder: _____

Address of Securityholder for Notice: _____

Address for Delivery of Securityholder's Certificates and Stock Powers _____

Number of Shares 500,000

Share certificate number (if applicable) 3-C

SECURITYHOLDER SIGNATURE PAGE

Name of Securityholder: Marshall Farris

Signatory of Securityholder (if Securityholder is an individual): "Marshall Farris"

Signature of Authorized Signatory (if Securityholder is not an individual) _____

Print Name of Authorized Signatory _____

Phone Number of Securityholder: _____

Email of Securityholder: _____

Address of Securityholder for Notice: _____

Address for Delivery of Securityholder's Certificates and Stock Powers _____

Number of Shares 100,000

Share certificate number (if applicable) 4-C

SECURITYHOLDER SIGNATURE PAGE

Name of Securityholder: Justin Sleiman

Signatory of Securityholder (if Securityholder is an individual): "Justin Sleiman"

Signature of Authorized Signatory (if Securityholder is not an individual) _____

Print Name of Authorized Signatory _____

Phone Number of Securityholder: _____

Email of Securityholder: _____

Address of Securityholder for Notice: _____

Address for Delivery of Securityholder's Certificates and Stock Powers _____

Number of Shares 1,000,000

Share certificate number (if applicable) 6-C

SECURITYHOLDER SIGNATURE PAGE

Name of Securityholder: Ognjen Talic

Signatory of Securityholder (if Securityholder is an individual): "Ognjen Talic"

Signature of Authorized Signatory (if Securityholder is not an individual) _____

Print Name of Authorized Signatory _____

Phone Number of Securityholder: _____

Email of Securityholder: _____

Address of Securityholder for Notice: _____

Address for Delivery of Securityholder's Certificates and Stock Powers _____

Number of Shares 500,000

Share certificate number (if applicable) 7-C

SECURITYHOLDER SIGNATURE PAGE

Name of Securityholder: Dain Currie

Signatory of Securityholder (if Securityholder is an individual): "Dain Currie"

Signature of Authorized Signatory (if Securityholder is not an individual) _____

Print Name of Authorized Signatory _____

Phone Number of Securityholder: _____

Email of Securityholder: _____

Address of Securityholder for Notice: _____

Address for Delivery of Securityholder's Certificates and Stock Powers _____

Number of Shares 1,000,000

Share certificate number (if applicable) 9-C

SECURITYHOLDER SIGNATURE PAGE

Name of Securityholder: Wilder Capital Corp.

Signatory of Securityholder (if Securityholder is an individual): _____

Signature of Authorized Signatory (if Securityholder is not an individual) "Matthew Sroka"

Print Name of Authorized Signatory Matthew Sroka

Phone Number of Securityholder: _____

Email of Securityholder: _____

Address of Securityholder for Notice: _____

Address for Delivery of Securityholder's Certificates and Stock Powers _____

Number of Shares 100,000

Share certificate number (if applicable) 10-C