

## TRANSFER AGENT, REGISTRAR AND DISBURSING AGENT AGREEMENT

**THIS AGREEMENT** (the "**Agreement**") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 in the City of Vancouver, in the Province of British Columbia, Canada.

**BETWEEN:**

**NSJ Gold Corp.**, a company incorporated under the laws of British Columbia having its registered office in the City of Vancouver in the Province of British Columbia

(the "**Corporation**")

**AND:**

**Olympia Trust Company**, a trust company incorporated under the laws of Alberta, with an office in the City of Vancouver in the Province of British Columbia

("Olympia")

**This Agreement witnesses that in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties covenant and agree as follows:**

**1. Transfer Agent and Registrar**

1.1 The Corporation hereby appoints Olympia as of the date of this Agreement (the "**Effective Date**") as its transfer agent and registrar ("**Transfer Agent**") to keep the register of holders and the register of transfers at its principal office in the City of Vancouver, British Columbia and such additional cities as may be confirmed to Olympia hereafter pursuant to the written direction of the Corporation, for the securities of the Corporation ("**securities**" herein defined as the Corporation's Common shares), and Olympia hereby accepts such appointment upon the terms herein contained.

1.2 Olympia shall, at such offices, keep the Corporation's register of holders, register of transfers and branch register(s) of transfers (collectively the "**Registers**") and unissued certificates and, subject to any general or particular instructions as may from time to time be given to it by the Corporation, Olympia shall:

- (a) make such entries from time to time in the Registers as may be necessary in order that the accounts of each holder of securities be properly and accurately kept and transfers of securities properly recorded;
- (b) upon payment of any applicable transfer taxes, countersign, register and issue certificates, Direct Registration System ("**DRS**") advices or DRS statements, as applicable, to the holders entitled thereto, representing the securities held by or transferred to them, respectively;
- (c) record the particulars of all transfers of securities upon the Registers; and

- (d) furnish to the Corporation, upon the reasonable request and at the expense of the Corporation, such statements, lists, entries, information and material, concerning transfers and other matters, as are maintained or prepared by it as Transfer Agent and/or Disbursing Agent of the Corporation.

## **2. Representations, Warranties and Covenants of the Corporation**

2.1 The Corporation shall provide Olympia with certified specimens of the signatures of the directors and / or officers of the Corporation that are authorized to sign certificates and other documents. The Corporation shall promptly advise Olympia, in writing, as to any changes in the authorized signatories and shall simultaneously provide new certified specimen signatures to Olympia. Notwithstanding the foregoing, the Corporation agrees to provide such certified specimens of authorized signatures to Olympia when requested to do so from time to time.

2.2 The Corporation agrees that it will promptly furnish to Olympia from time to time:

- (a) copies of all constating documents, resolutions and amendments thereto including, without limitation, all articles, by-laws and directors and resolutions relating to the creation, amendment, allotment and issuance of securities; and
- (b) copies of all relevant documents and proceedings relating to increases and reductions in the Corporation's capital, the reorganization of or change in its capital or bankruptcy, insolvency, winding-up or dissolution of the Corporation.

2.3 The Corporation agrees that on and after the Effective Date and so long as this Agreement is in force, it shall not issue any certificates for securities without such certificates being countersigned by Olympia in its capacity as Transfer Agent.

2.4 The Corporation represents and warrants that all securities issued and outstanding on the date of this Agreement are issued and outstanding as fully-paid and non-assessable and that with respect to future allotments and issuances of securities, Olympia shall issue and regard such securities as fully-paid and non-assessable.

2.5 In the event that Olympia discovers an over-issuance or other out-of-balance position in respect of a register of holders ("**Out-of-Balance**") which is not the result of Olympia's error, and which neither the Corporation nor Olympia is able to reconcile, the Corporation will either: i) increase the number of its issued securities; or ii) take any other steps necessary to resolve the Out-of-Balance within 60 days of Olympia reporting the Out-of-Balance to the Corporation.

2.6 The Corporation authorizes the use of generic certificates for the securities; following the provision by the Corporation of all necessary text, signature files and marks Olympia will provide a specimen of the generic certificate to the Corporation to review and approve. The Corporation represents that: i) the content and use of the generic certificates is in compliance with corporate and securities laws, regulations and policies applicable to the Corporation including, without limitation, the rules and policies of any exchange applicable to the Corporation, if any; and ii) the use of the generic certificates does not constitute a violation or breach of the Corporation's articles, by-laws or other constating documents. In addition, the Corporation agrees to advise Olympia immediately if the Corporation has any reason to change, delete or add any text, signature or mark on its previously approved form of generic certificate.

If the Corporation does not authorize or removes authorization to use generic certificates, the Corporation shall, at its own expense, provide Olympia with an inventory of blank certificates in a form acceptable to Olympia and in sufficient quantities for Olympia to perform its duties as Transfer Agent.

2.7 The Corporation hereby confirms that it has reviewed its articles of incorporation, by-laws and other governing documents and such documents allow for the issuance of book-based or statement based securities. The Corporation confirms that its holders are entitled to obtain a certificate upon request as provided for under the Corporation's governing corporate legislation. The Corporation acknowledges and agrees that Olympia may issue DRS advices and/or DRS statements by mail, e-mail or other means, on all new issuances and/or transfers other than when specifically requested by the holder or its representative to issue a certificate.

2.8 The Corporation shall notify Olympia in writing in the event that it has a class of securities registered with the United States Securities and Exchange Commission ("SEC") on the Effective Date, or if it registers a class of securities with the SEC at anytime while Olympia is acting in the capacity of transfer agent and registrar. The Corporation acknowledges that Olympia will rely on such notification in order to meet certain obligations of the SEC.

2.9 Notwithstanding any other provision of this Agreement, Olympia is expressly authorized by the Corporation to:

- a) issue and register new certificates or DRS advices for securities under a master lost instrument bond between Olympia and a surety company or third party surety bond acceptable to Olympia, in replacement of certificates represented to have been lost, destroyed or stolen, upon receipt of an affidavit of loss and an indemnity agreement satisfactory to Olympia; and
- b) register a transfer of securities registered in the name of a decedent under a master lost instrument bond and / or waiver of probate bond between Olympia and a surety company or third party surety bond acceptable to Olympia, in the case of transmission of securities of a decedent where no administration is contemplated, upon receipt of an indemnity agreement satisfactory to Olympia.

### **3. Securityholder Meetings**

3.1 The Corporation shall appoint Olympia as its agent to tabulate proxies and votes and shall appoint employees of Olympia to act as scrutineers in connection with meetings of the holders provided that Olympia and its employees may decline such appointment in their own reasonable discretion.

3.2 In connection with any and all meetings of holders, the Corporation hereby instructs Olympia to use the then current version of Proxy Protocol as published from time to time by the Securities Transfer Association of Canada or any successor thereto.

3.3 Olympia shall not be liable for having relied upon or deferred to the instructions or decisions of the Corporation, its legal counsel, or the chairman of any meeting of holders of the Corporation.

#### **4. Dividend / Distribution Disbursing Agent**

4.1 The Corporation hereby appoints Olympia as its disbursing agent ("**Disbursing Agent**") to disburse to the holders of securities of the Corporation dividends or distributions that may from time to time be declared by the board of directors of the Corporation and Olympia hereby accepts such appointment upon the terms contained herein.

4.2 Olympia shall disburse such dividends or distributions upon receiving: i) a certified copy of a resolution of the board of directors of the Corporation declaring such dividends or distributions, and ii) at least one business day before each payable date, funds in an amount sufficient for the payment of such dividends or distributions. The Corporation shall deliver sufficient funds to Olympia by electronic transfer or certified cheque or make such other arrangements for the provision of funds as may be agreeable between the parties. Notwithstanding the aforementioned, all payments in excess of \$25 million in Canadian dollars (or such other amount as determined from time to time by the Canadian Payments Association) must be made by electronic transfer.

#### **5. Sub-Agents**

5.1 The Corporation acknowledges and agrees that Olympia may, notwithstanding any other provision of this Agreement, appoint one or more agents ("**Sub-agents**") to maintain branch registers of transfers kept in cities outside of Vancouver, British Columbia, if any. Olympia shall notify the Corporation of any such Sub-agent so appointed.

#### **6. Legal Advice and Appointment of Agents**

6.1 Olympia may, at its discretion and as it reasonably requires for the purpose of discharging its duties or determining its rights hereunder, refer any matter to the Corporation, the Corporation's legal counsel, or the legal counsel for Olympia, for direction and advice, and may retain consultants, experts, advisors, agents or agencies, brokers or organizations, including organizations related to Olympia. All costs and expenses incurred pursuant to this Section shall be at the expense of the Corporation. Olympia shall be entitled to act and rely upon, and shall be fully protected in acting and relying upon, the services and advice provided pursuant to this Section.

#### **7. Protection of Transfer Agent and Disbursing Agent**

7.1 Olympia, in its sole discretion, retains the right not to act and shall not be liable for refusing to act unless it has received clear instructions and/or documentation and sufficient time to give effect to such instructions and/or documentation.

7.2 Olympia may act and rely upon any signature, certificate or other document believed by it to be genuine and to have been signed by the proper person or persons, or refuse to transfer a certificate or DRS securities if it is not satisfied as to the propriety of the requested transfer. Olympia may also act on the receipt of facsimile and similar electronic instructions that it believes to be genuine and to have been signed or initialed by the proper person or persons.

7.3 Upon receipt of written instructions from an authorized officer or director of the Corporation in such form as Olympia requests, along with any supporting documentation as Olympia may request, including, without limitation, a certified copy of a resolution of the board of directors of the Corporation, providing instructions with respect to the registration of securities, Olympia shall register

such securities and countersign and deliver certificates or DRS Advices representing such securities in accordance with such instructions and Olympia shall be able to rely that such instructions are in compliance with exchange and/or regulatory requirements as promulgated from time to time without any liability to Olympia.

7.4 When a certificate or DRS position is presented to Olympia for the purpose of transfer, transfer of any of the securities in respect of which such certificate or DRS position was issued may be refused by Olympia until it is satisfied that such certificate or DRS position is valid, that the endorsement thereon is genuine, where required, properly guaranteed and that the transfer requested is legally authorized. In absence of bad faith, gross negligence or willful misconduct, Olympia shall not incur any liability in refusing to effect any transfer which, in its judgment, is improper or unauthorized, or in carrying out any transfer which, in its judgment, is proper or authorized. Olympia shall incur no liability with respect to the delivery or non-delivery of any securities whether delivered by hand, mail or other means. For greater certainty, the transfer of any securities represented by DRS positions shall be subject to the same transfer requirements as securities represented by certificates.

7.5 Except as specifically provided below, it shall not be the duty of Olympia to consider or evaluate the validity of transfers of securities owing to death, transfers by parents or guardians, powers of attorney, transfers or replacements of certificates purported to be lost, destroyed or wrongfully taken, and it is hereby authorized by the Corporation, at Olympia's discretion, to refer all documents relating to such transfers to the legal counsel of the Corporation, at the expense of the Corporation, and Olympia shall be entitled to act and rely absolutely upon the advice and/or instructions of the Corporation or its counsel in this regard.

7.6 Olympia shall be entitled to treat as valid any certificate or DRS position for securities purporting to have been issued by or on behalf of the Corporation prior to the date of this Agreement and the Corporation shall indemnify and save harmless Olympia, its officers, directors, employees, successors, assigns and agents from any liability or claims that may be made against them by reason of Olympia treating any such certificate or DRS position as valid. Olympia is hereby expressly relieved from any duty or obligation to verify the signature or the authority to sign of the person or persons purporting to sign any such certificate or DRS position on behalf of the Corporation or on behalf of any other institution that was appointed the Transfer Agent of the securities prior to the Effective Date.

7.7 All certificates and accompanying documentation surrendered to Olympia on any transfer of securities or on exchanges of certificates in respect to any change in or reorganization of capital shall be cancelled by Olympia and held by it in accordance with its record retention policy. Olympia shall not be required to hold such certificates after the expiry of such period and in any case is hereby authorized to destroy such certificates forthwith after the end of a six (6) year period. Any storage expenses incurred for retaining custody of the certificates and related records in connection with the services hereunder shall be at the sole expense of the Corporation.

7.8 With respect to any amount held on account of dividends or other distributable amount which is unclaimed or which cannot be paid for any reason, Olympia shall be under no obligation to invest or reinvest the same but shall, subject to any applicable unclaimed property legislation, only be obligated to hold same in a current or other non-interest bearing account pending payment to the person or persons entitled thereto, and shall be entitled to retain for Olympia's own account any benefit earned by the holding of same prior to its disposition in accordance with this Agreement.

7.9 Olympia shall be under no obligation to prosecute or defend any action or suit in respect of its agency relationship under this Agreement, but will do so at the request of the Corporation provided that the Corporation furnishes indemnity and funding satisfactory to Olympia against any liability, cost or expense which might be incurred.

## **8. Limitation of Liability and Indemnification**

8.1 Olympia shall not be liable for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses caused by its bad faith, willful misconduct or gross negligence.

8.2 The Corporation indemnifies and holds harmless Olympia, its affiliates, successors and permitted assigns, and its and their respective current and former directors, officers and employees, from and against any and all claims, demands, assessments, interest, penalties, actions, suits, proceedings, liabilities, losses, damages, costs and expenses (including, without limiting the foregoing, consultant fees and counsel fees and disbursements on a solicitor and client basis), arising from or in connection with this Agreement, except, subject to Section 8.4, where same results from bad faith, willful misconduct or gross negligence on the part of Olympia.

8.3 Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable, Olympia shall not be liable under any circumstances whatsoever for any (a) breach by any other party of corporate or securities law or other rule of any securities regulatory authority or the rules and policies of any stock exchange, (b) lost profits, or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

8.4 Notwithstanding any other provision of this Agreement, Olympia's liability shall be limited, in the aggregate, to the amount of fees paid by the Corporation to Olympia under this Agreement in the twelve (12) months immediately prior to Olympia receiving the first notice of claim.

8.5 The provisions of this Section 8 shall survive indefinitely, including the termination of this Agreement.

## **9. Assignment**

9.1 Any entity resulting from the merger, amalgamation or continuation of Olympia or succeeding to all or substantially all of its transfer agency business (by sale or such business or otherwise), shall thereupon automatically become the Transfer Agent and Disbursing Agent hereunder without further act or formality. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

## **10. Notices**

10.1 Any notice or communication to be given by one party to this Agreement to the other shall be in writing and delivered or sent by courier, by personal delivery, by first class insured mail, or by facsimile transmission to the following address:

If to the Corporation: 101 – 17565 58 Avenue  
Surrey, BC V3S 4E3

Attention: Jag S. Sandhu

If to Olympia: Suite 1900, 925 West Georgia Street  
Vancouver, BC V6C 3L2

Attention: Manager, Corporate & Shareholder  
Services Facsimile: (403) 668-8307

or to such other address as the party to whom such notice or communication is to be given shall have last designated to the party giving the same in the manner specified in this Section 10. Any such notice or communication shall be deemed to have been given and received by the addressee: (a) if sent by courier or personal delivery, upon actual delivery; (b) if sent by mail, five (5) business days after posting; and (c) if by facsimile transmission, upon the same business day if given during the ordinary business hours of the addressee, or the next following business day if given outside of such hours.

## **11. Fees and Expenses**

11.1 The Corporation shall pay Olympia for the above-mentioned services and for all additional services required to fulfill its obligations hereunder or provided in connection herewith in accordance with the existing tariff or schedule of fees, which fees are subject to revision by Olympia from time to time on thirty (30) days' written notice, and shall reimburse Olympia for all costs and expenses. Without limiting the generality of the foregoing and notwithstanding any other provision of this Agreement or of any tariff or schedule of fees, the Corporation agrees to pay Olympia such additional compensation, costs and expenses as are agreed between the parties to be warranted by any additional time, effort and/or responsibility incurred or expended by Olympia in order to comply with any laws it may be subject to as Transfer Agent and Disbursing Agent, including without limitation, unclaimed property legislation.

11.2 The Corporation shall pay Olympia the fees and expenses within thirty (30) days of the date of Olympia's invoice. The Corporation acknowledges that late payment may be subject to interest charges as indicated on the invoice. All amounts so payable and the interest thereon will be payable out of any assets in possession of Olympia in priority to amounts owing to any other persons.

11.3 The Corporation agrees that the fees of Olympia are confidential information. As such, the Corporation agrees not to disclose such fees to a third party without Olympia's prior written consent, save and except for disclosure (a) to the Corporation's professional advisors, held to strict confidence and (b) as required or otherwise compelled by law.

11.4 In the event the Corporation defaults in its payment obligations to Olympia hereunder, Olympia shall have the right, commencing thirty (30) days following written notification to the Corporation of such default and unless such default has been remedied, to immediately suspend service or terminate this Agreement, subject to Olympia's rights and recourses under this Agreement or applicable law.

## **12. Further Assurances and Co-operation**

12.1 The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances and execute all such documents, agreements and other instruments as may

reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement. The parties further acknowledge that the implementation of this Agreement will require the co-operation and assistance of each of them. In particular, the parties agree to work in co-operation with any Sub-agent that Olympia may duly appoint. The fees and expenses to Olympia of any such Sub-agent shall be added to and form part of its compensation hereunder, and shall be reimbursed by the Corporation as set forth above, provided that the parties may, with such Sub-agent, agree that the Sub-agent shall invoice the Corporation directly.

12.2 The Corporation hereby represents that any account to be opened by, or interest to be held by, Olympia in connection with this Agreement, for or to the credit of the Corporation, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case the Corporation hereby agrees to complete, execute and deliver forthwith to Olympia a declaration in such form as may be satisfactory to Olympia, as to the particulars of such third party.

### **13 Express Duties**

13.1 Olympia shall have no duties or obligations except as expressly provided in this Agreement.

### **14. Tax**

14.1 The Corporation shall be solely responsible for all tax processing relating to or arising from the duties or actions contemplated by this Agreement, including evaluations, reporting, remittance, filing, and issuance of tax slips, summaries and reports, except as is specifically delegated to Olympia pursuant to this Agreement or as may be agreed subsequently in writing by the parties. Olympia shall process only such tax matters as have been specifically delegated to it pursuant to this Agreement or as may be agreed subsequently, and, in so doing, Olympia does not undertake to carry out any inquiry, evaluation reporting, remittance, filing or issuance of tax slips, summaries and reports necessarily incidental thereto, which shall remain the sole responsibility of the Corporation. Olympia shall be entitled to rely upon and assume, without further inquiry or verification, the accuracy and completeness of any tax processing information, documentation or instructions received by Olympia, directly or indirectly from or on behalf of the Corporation or the holder. It is agreed that any direction must be supplied to Olympia prior to processing any entitlement or filing.

### **15. Counterparts**

15.1 This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date first above written.

### **16. Force Majeure**

16.1 Neither party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observation of any provision contained herein by reason of any act of God, riot, terrorism, sabotage, act of war, epidemic, governmental action, judicial



order, earthquake, power failure explosion, strike or industrial action of any kind, unavailability of any system or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent or reasonably related to the time lost because of any delay that is excusable under this Section.

## **17. Entire Agreement**

17.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Except for such fee amendments as specifically authorized herein, no amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

## **18. Headings**

18.1 The insertion of headings and the division of this Agreement into Sections, Subsections and Schedules are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents hereof.

## **19. Severability**

19.1 If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction, and shall not in any manner affect such provision or render it invalid or unenforceable in any other jurisdiction or affect any other provision of this Agreement in such jurisdiction or any other jurisdiction.

## **20. Termination**

20.1 This Agreement may be terminated by either the Corporation or Olympia upon ninety (90) days' notice, in writing, being given to the other.

20.2 Upon the termination of this Agreement and provided that the Corporation is in compliance with all of the terms of this Agreement, including the payment of all amounts owing to Olympia hereunder, Olympia shall deliver over to the Corporation (or such third party as the Corporation otherwise requests) the Registers and any other documents connected with the business of the Corporation. An acknowledgement of receipt by the Chairman, the President, any Vice President or the Corporate Secretary of the Corporation (or, where delivery to a third party is requested by the Corporation, an acknowledgement of receipt by such third party) shall be a valid discharge to Olympia. With respect to unissued certificates, unless the Corporation requests that such certificates be delivered to a recognized banknote company, Olympia shall, at the expense of the Corporation destroy such certificates.

## **21. Governing Law**

21.1 This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party accedes and submits to the jurisdiction of the courts of the Province of British Columbia and all courts of appeal therefrom.

## **22 Business Day**

22.1 For purposes of this Agreement, “business day” means any day on which Olympia Trust’s offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Province of British Columbia or a day on which the Toronto Stock Exchange does not publicly trade.

**In witness thereof this Agreement has been duly executed by the parties hereto as of the date and at the place first written above.**

### **NSJ GOLD CORP.**

Per: <u>“signed”</u>	Per: <u>“signed”</u>
Signature	Signature

<u>Jag Sandhu, President</u>	<u>Rodney Stevens, Director</u>
Name & Title	Name & Title

### **OLYMPIA TRUST COMPANY**

Per: <u>“signed”</u>	Per: <u>“signed”</u>
Signature	Signature

<u>Helen Chai, Relationship Manager</u>	<u>Dean Naugler, VP Corporate &amp; Shareholder Services</u>
Name & Title	Name & Title