

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made as of February 22, 2024.

AMONG:

KEPLER PRIVATE EQUITY LTD., a company organized under the laws of the Province of British Columbia and having a registered office at 1200 – 750 West Pender Street, Vancouver, British Columbia, V6C 2T8 (the “**Purchaser**”)

AND:

SUPER COPPER CORP., a company organized under the laws of British Columbia and having a registered office at 1200 – 750 West Pender Street, Vancouver, British Columbia, V6C 2T8 (the “**Company**”)

AND:

THE HOLDERS OF SHARES ISSUED BY THE COMPANY, as set out in Schedule “A” attached hereto (individually a “**Shareholder**” and collectively the “**Shareholders**”)

(The Purchaser, the Company and the Shareholders are collectively referred to as the “**Parties**”).

WHEREAS:

- (A) The Shareholders are the legal and beneficial owners of all of the issued and outstanding common shares in the capital of the Company as set out in Schedule “A” attached hereto (the “**Shares**”); and
- (B) The Purchaser wishes to purchase all of the issued and outstanding common shares of the Company from the Shareholders in exchange for the Consideration Shares (defined below), upon and subject to the terms and conditions set out herein (the “**Share Exchange**”).

NOW THEREFORE the Parties to this Agreement agree as follows:

PART 1 DEFINITIONS

1.1 Definitions: The following terms have the following meanings in this Agreement:

- (a) “**Applicable Laws**” means all applicable rules, laws, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority or stock exchange having jurisdiction over the transactions contemplated hereby or the parties to this Agreement;
- (b) “**Closing**” has the meaning ascribed to it in Section 2.3 hereof;
- (c) “**Company**” means Super Copper Corp.;
- (d) “**Consideration Shares**” has the meaning ascribed to it in Section 2.2 hereof;
- (e) “**Contract**” means any written contract, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right, or other instrument, document, obligation, or agreement, and any oral obligation, right, or agreement;

- (f) “**Effective Date**” means the date first written above;
- (g) “**Encumbrance**” means any mortgage, deed of trust, security agreement, financing statement filed with any Governmental Authority, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any lien, mortgage, indenture, security interest, pledge, option, encumbrance, adverse claim or interest, constructive trust or other trust, claim, attachment, net profits interest, royalty or overriding royalty interests, other payment out of production, or other burdens of any nature of any kind, exception to or defect in title or other ownership interest (including but not limited to reservations, rights of entry, possibilities of reverter, encroachments, easement, rights-of-way, restrictive covenants leases, and licenses) which otherwise constitutes an interest in or claim against property, whether arising pursuant to any Applicable Laws, Contract, or otherwise;
- (h) “**Exemption**” has the meaning ascribed to it in Section 2.5 hereof;
- (i) “**Going Public Transaction**” means (I) the listing of the Purchaser’s or Resulting Issuer’s shares on a recognized stock exchange in Canada or the United States; or (II) the completion of a transaction (including a Merger Transaction, fundamental change, change of business, or similar transaction) between the Purchaser or the Resulting Issuer and another company (or companies) which results in the shareholders of the Purchaser or the Resulting Issuer (as applicable) receiving, in exchange for their securities, securities of a company listed on a recognized stock exchange in Canada or the United States;
- (j) “**Governmental Authority**” means any: (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (k) “**Merger Transaction**” means the completion of a transaction (including a qualifying transaction, reverse takeover, reverse or forward merger, amalgamation, merger, share exchange, plan of arrangement, business combination or similar transaction) between the Purchaser and another company (or companies) which results in the shareholders of the Purchaser receiving, in exchange for their securities, securities of another company, which such other company will be referred to as the “Resulting Issuer” for purposes of this Agreement.
- (l) “**Purchaser**” means Kepler Private Equity Ltd.;
- (m) “**Share Exchange**” has the meaning ascribed to it in the recitals of this Agreement;
- (n) “**Shareholders**” means the shareholders of the Company, as set out in Schedule “A”, and “**Shareholder**” means any one of them individually;
- (o) “**Shares**” means all of the issued and outstanding common shares in the capital of the Company;
- (p) “**Tax Act**” means the *Income Tax Act* (Canada);
- (q) “**Tax Election Form**” has the meaning ascribed to it in Section 2.4 hereof; and
- (r) “**Tax Election Provision**” has the meaning ascribed to it in Section 2.4 hereof.

PART 2 SHARE EXCHANGE

2.1 Purchase and Sale. Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees, on its own behalf, to sell, transfer, and assign their entire right, title, and interest in, and the Purchaser covenants and agrees to purchase from the Shareholders, the number of Shares which are beneficially owned by each Shareholder on the Effective Date, as set forth opposite the name of such Shareholder as set out in Schedule “A” attached hereto.

2.2 Purchase Price. As consideration for the Shares, the Purchaser shall issue to each Shareholder one (1) share of the Purchaser (the “**Consideration Shares**”), at a deemed price of \$0.10 per Consideration Share in exchange for each one (1) Share. The Consideration Shares shall be allocated among the Shareholders in accordance with the respective amounts set opposite their names in Schedule “A”.

2.3 Closing. Concurrently with the execution of this Agreement, the Parties shall perform all reasonable actions required to effect the intentions of the Parties set forth herein. The Share Exchange shall be completed on the Effective Date (the “**Closing**”). Upon Closing, all of the right, title and interest of the Shareholders in and to the Shares shall transfer to the Purchaser. The Purchaser shall not be obligated to complete the purchase of any of the Shares unless the purchase of all of the Shares is completed simultaneously at the Closing.

2.4 Tax Election. The Purchaser agrees that, at the request of any Shareholder who is resident in Canada for the purposes of the Tax Act, the Purchaser shall jointly elect with the Shareholder for the provisions of subsection 85(1) or (2) of the Tax Act and any equivalent provision under provincial legislation (each a “**Tax Election Provision**”) to apply to the Shares acquired by the Purchaser from the Shareholder. In order to make any such election, the Shareholder shall prepare any prescribed election form (each a “**Tax Election Form**”) and deliver any such Tax Election Form to the Purchaser within 90 days of the Closing. Upon receipt, the Purchaser shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Shareholder by mail using the address that the Shareholder provided to the Purchaser in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Shareholder making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. The Purchaser shall not be liable for any damages arising to a Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form. The obligations of the Purchaser pursuant to this Section 2.4 shall survive the Closing of the Share Exchange.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by Shareholders including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by Shareholders to the Purchaser of the Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

2.5 Acknowledgments. Each Shareholder acknowledges and agrees with the Purchaser as follows:

- (a) the transfer of the Shares and the issuance of the Consideration Shares in exchange therefor shall be made pursuant to take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions* (the “**Exemption**”);

- (b) as a consequence of acquiring the Consideration Shares pursuant to the Exemption:
 - (i) the Shareholder is restricted from using certain of the civil remedies available under the Applicable Laws;
 - (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Applicable Laws if the Exemption were not being relied upon by the Purchaser;
 - (iii) there is no government or other insurance covering the Consideration Shares;
 - (iv) there are risks associated with the acquisition of the Consideration Shares;
 - (v) the certificates or statements representing the Consideration Shares shall bear such legends as required by Applicable Laws and it is the responsibility of such Shareholder to find out what those restrictions are and to comply with them before selling the Consideration Shares; and
 - (vi) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares;
- (c) the Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of their jurisdiction of residence which apply to the sale of the Shares and the issuance of the Consideration Shares and which may impose restrictions on the resale of such Consideration Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those trade restrictions are, and to comply with such restrictions before selling its Consideration Shares; and
- (d) the Purchaser may provide information regarding the Shareholder and their holdings in the Company and the Purchaser to Governmental Authorities or stock exchanges, as may be required by such Governmental Authority or stock exchange.

2.6 Obligations of the Purchaser at Closing. Concurrent with the execution of this Agreement, the Purchaser shall:

- (a) issue the Consideration Shares registered in the name of such Shareholder or its designee representing the number of Consideration Shares issuable to such Shareholder pursuant to the Share Exchange set out opposite the name of such Shareholder in Schedule "A" hereto; and
- (b) deliver such other documents as the Company or a Shareholder may reasonably request.

2.7 Obligations of the Shareholders at Closing. Concurrent with the execution of this Agreement, the Shareholders shall:

- (a) deliver to the Purchaser certificates (if any) representing 100% of the outstanding Shares, duly endorsed for transfer or accompanied by appropriate instruments of transfer or documentation authorizing the assignment of the Shares to the Purchaser; and
- (b) deliver such other documents as the Purchaser or the Company may reasonably request.

2.8 Obligations of the Company at Closing. Concurrent with the execution of this Agreement, the Company shall:

- (a) issue to the Purchaser a share certificate in the name of the Purchaser, and a copy of the register of shareholders of the Company showing the Purchaser as the sole shareholder of the Company;
- (b) all corporate, banking and technical records, and all bank cards, passwords, keys, pass cards, and other corporate property of the Company as may be requested by the Purchaser; and
- (c) deliver such other documents as the Purchaser may reasonably request.

2.9 Power of Attorney for Share Exchange. Each of the Shareholders hereby nominates, constitutes and irrevocably appoints any director or officer of the Company as its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in its name, place and stead, to execute any and all documents, instruments and agreements as required relating to the Share Exchange including duly executed stock powers of attorney authorizing the transfer to the Purchaser of the Shares held by each respective Shareholder, with full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned Shareholders might or could do in person, and each of the undersigned Shareholders hereby irrevocably ratifies and agrees to ratify and confirm all actions taken by the said attorney-in-fact and agent, or its substitute or substitutes, as they may lawfully do or cause to be done by virtue hereof.

2.10 Voluntary Resale Restrictions. In addition to any statutory or regulatory imposed escrow requirements, the Shareholder irrevocably acknowledges and voluntarily agrees that that the Consideration Shares (or any securities exchanged therefor) may be subject to a four month resale restriction following the Going Public Transaction, as determined by the Company in its sole discretion. The Consideration Shares (or any securities exchanged therefor) may contain a legend denoting the voluntary resale restrictions and escrow which will be substantially in the following form:

“THE HOLDER OF THE SECURITIES REPRESENTED HEREBY SHALL NOT TRADE THE SECURITIES BEFORE [THE DATE THAT IS 4 MONTHS FROM THE DATE OF COMPLETION OF A GOING PUBLIC TRANSACTION AS THAT TERM IS DEFINED IN THE SHARE EXCHANGE AGREEMENT RESPECTING THESE SECURITIES].”

PART 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholders. Each of the Shareholders represents and warrants to the Purchaser as follows:

- (a) if the Shareholder is a natural person, he or she is of legal age and is legally competent to enter into and perform his or her obligations under the Agreement, and if the Shareholder is a company, it is a company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) the Shareholder has full power and capacity to enter into and perform this Agreement and (if the Shareholder is a company) all necessary corporate or organizational action has been performed in order to authorize its entry into and performance of this Agreement;

- (c) this Agreement has been duly executed and delivered by the Shareholder and is a legal, valid and binding obligation of the Shareholder enforceable by the Purchaser against the Shareholder in accordance with its terms;
- (d) the entry by the Shareholder into and performance by the Shareholder of its obligations under this Agreement shall not conflict with, result in a breach of or constitute a default under: (i) the formation documents of the Shareholder (if any), (ii) any Contract to which the Shareholder is a party or by which its assets are bound or (iii) any judgment, decree, order or ruling of any court or administrative body by which the Shareholder is bound or, to the knowledge of the Shareholder, any law or regulation applicable to the Shareholder;
- (e) the Shareholder is the registered, legal and beneficial owner of the Shares set out opposite its name in Schedule "A" hereto, has good and valid title to such Shares free and clear of all liens, charges, Encumbrances, security interests and resale restrictions and has good and sufficient right and authority to enter into this Agreement, on the terms and conditions hereof, and to transfer the legal and beneficial title to and ownership of such Shares to the Purchaser;
- (f) the Shareholder has been advised prior to entering into this Agreement to obtain, and has obtained, such independent legal, financial and other advice as it deems to be necessary or advisable in connection with this Agreement;
- (g) the Shareholder:
 - (i) is not, and is not acquiring the Consideration Shares for the account or benefit of, a person in the United States or a U.S. person;
 - (ii) was not offered the Consideration Shares in the United States; and
 - (iii) did not execute or deliver this Agreement in the United States;
- (h) there are no options, warrants, rights or agreements outstanding with respect to the purchase, acquisition or subscription for the Shares held by the Shareholder;
- (i) the Shareholder is not acting in concert by virtue of an agreement, arrangement, commitment or understanding with any other person with respect to the holding of, or the exercise of voting rights associated with, the Consideration Shares.

All representations, warranties, covenants and agreements of the Shareholders herein shall survive Closing of the Share Exchange and shall continue in full force and effect for a period of one year following the Effective Date.

3.2 Representations and Warranties of the Company. The Company represents and warrants to the Purchaser as follows:

- (a) the Company is a company duly organized, validly existing and in good standing under the laws of Canada and has all necessary capacity and authority to own or lease its assets and to carry on its business as now conducted by it;
- (b) the Company has full power and authority to enter into and perform this Agreement and all necessary corporate or organizational action has been performed in order to authorize its entry into and performance of this Agreement;

- (c) this Agreement has been duly executed and delivered by the Company and is a legal, valid and binding obligation of the Company enforceable by the Purchaser against the Company in accordance with its terms;
- (d) the Company is not a reporting issuer in any jurisdiction and its common shares are not listed or quoted on any stock exchange or trading facility. The Company is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (e) the entry by the Company into and performance by the Company of its obligations under this Agreement shall not conflict with, or result in a breach of or constitute a default under (i) the incorporation documents of the Company, (ii) any Contract to which the Company is a party or by which its assets are bound or (iii) any judgment, decree, order or ruling of any court or administrative body by which the Company is bound or, to the knowledge of the Company, any law or regulation applicable to the Company;
- (f) the authorized capital of the Company consists of an unlimited number of common shares without par value, of which 19,200,100 Shares are issued and outstanding as fully paid and non-assessable registered in accordance with Schedule "A" hereto;
- (g) other than the Shares as set out in Schedule "A" hereto, there are no equity securities or securities of the Company that are convertible into equity securities that are issued and outstanding;
- (h) there are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the Shares;
- (i) the Company has no subsidiaries;
- (j) the corporate records of the Company, the share certificate books, register of directors and shareholders and minute book of the Company contain complete and accurate minutes of all meetings of the directors and shareholders of the Company which were duly called and held since incorporation of the Company;
- (k) other than as disclosed to the Purchaser in writing, there are no outstanding debts or financial obligations of the Company exceeding C\$5,000, nor is there any undisclosed material litigation, proceedings or investigations pending or threatened against the Company, nor does the Company know of any basis for any material litigation, proceeding or investigation against the Company, any of which would materially affect the Company;
- (l) the Company has not made, declared or authorized any dividends or other distribution of any kind whatsoever in respect of its outstanding share capital;
- (m) the Company has complied with any and all laws, ordinances, statutes, rules, bylaws, orders, decrees, regulations and policies and any and all regulatory authorities, agencies and commissions having jurisdiction over the Company or to which the Company may be subject;
- (n) the Company has not guaranteed nor agreed to guarantee any debt, liability or other obligation of any person, firm or corporation;
- (o) to the best knowledge of the Company:

- (i) all tax returns and reports of the Company required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of the Company have been paid;
 - (ii) adequate provision has been made for taxes payable by the Company for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever by the Company; and
 - (iii) the Company has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which the Company carries on business;
- (p) there are no outstanding actions, suits, litigation, judgments, investigations or proceedings of any kind whatsoever against or affecting the Company at law or in equity or before or by any Governmental Authority or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to the best knowledge of the Company, any pending or threatened.
- (q) copies of all of the material Contracts of the Company have been provided to the Purchaser. The Company has performed all of the obligations required to be performed by it and, to the best knowledge of the Company and the Shareholders, the Company is entitled to all benefits under its material contracts. The Company is not in default of any such material contract;
- (r) to the best knowledge of the Company:
- (i) all documents and written information delivered by the Company or its representatives under or in connection with this Agreement to the Purchaser or its representatives are complete and correct in all material respects as of the date of this Agreement; and
 - (ii) the Company has not withheld from the Purchaser any material information necessary to enable the Purchaser to make an informed assessment and valuation of the business, assets and liabilities of the Company; and
- (s) the Company is not subject to any Contract under which its obligations cannot be terminated without penalty to the Company on 60 days' notice, save and except agreements which have been disclosed.

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the "knowledge" of the Company, it shall be deemed to refer to the knowledge of any director or responsible officer of such Party and the knowledge which such Party would have if it made due inquiry into the relevant subject matter.

All representations, warranties, covenants and agreements of the Company herein shall survive Closing of the Share Exchange and shall continue in full force and effect for a period of one year following the Effective Date.

3.3 Representations and Warranties of the Purchaser. The Purchaser represents and

warrants to the Company and each Shareholder that:

- (a) the Purchaser is a company duly organized, validly existing and in good standing under the laws of the Province of British Columbia and has all necessary capacity and authority to own or lease its assets and to carry on its business as now conducted by it;
- (b) the Purchaser has full power and authority to enter into and perform this Agreement and all necessary corporate or organizational action has been performed in order to authorize its entry into and performance of this Agreement;
- (c) this Agreement has been duly executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser enforceable by the Company against the Purchaser in accordance with its terms;
- (d) the Purchaser is not a reporting issuer in any jurisdiction and its common shares are not listed or quoted on any stock exchange or trading facility. The Purchaser is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (e) the entry by the Purchaser into and performance by the Purchaser of its obligations under this Agreement shall not conflict with, or result in a breach of or constitute a default under (i) the incorporation documents of the Purchaser, (ii) any Contract to which the Purchaser is a party or by which its assets are bound or (iii) any judgment, decree, order or ruling of any court or administrative body by which the Purchaser is bound or, to the knowledge of the Purchaser, any law or regulation applicable to the Purchaser;
- (f) the Purchaser is not an insolvent person within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws and shall not become an insolvent person as a result of the transactions contemplated by this Agreement. No act or proceeding has been taken by or against the Purchaser in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Purchaser or the appointment of a trustee, receiver, manager or other administrator of the Purchaser or any of its assets;
- (g) the Purchaser has complied with any and all laws, ordinances, statutes, rules, bylaws, orders, decrees, regulations and policies and any and all regulatory authorities, agencies and commissions having jurisdiction over the Purchaser or to which the Purchaser may be subject;
- (h) the Purchaser has not guaranteed nor agreed to guarantee any debt, liability or other obligation of any person, firm or corporation; and
- (i) the corporate records and minute books of the Purchaser required to be maintained by it under the laws of its jurisdiction of incorporation are up to date and contain complete and accurate minutes of all meetings of its directors and shareholders and all resolutions consented to in writing.

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of the Purchaser, it shall be deemed to refer to the knowledge of any director or responsible officer of such Party and the knowledge which such Party would have if it made due inquiry into the relevant subject matter.

All representations, warranties, covenants and agreements of the Purchaser herein shall survive the Closing of the Share Exchange and shall continue in full force and effect for a period of one year following the Effective Date.

PART 4 COVENANTS AND AGREEMENTS

4.1 Personal Information. Each of the Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement, including (without limitation) the Share Exchange, and acknowledges and consents to the fact that the Purchaser and Company are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection Act* (British Columbia) and *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each Shareholder acknowledges and consents to the Purchaser and the Company retaining such personal information for as long as permitted or required by law or business practices. Each Shareholder further acknowledges and consents to the fact that the Purchaser and the Company may be required by applicable securities legislation or the rules and policies of a stock exchange to provide Governmental Authorities or a stock exchange with any personal information provided by the Shareholders in this Agreement and each Shareholder further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

4.2 Time. Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section 4.2 or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

4.3 Fees and Expenses. The Company, the Shareholders and the Purchaser agree that they shall pay their own fees and expenses, including any fee for advice or opinions incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and any other agreements, documents, opinions or valuations contemplated hereby or prepared in connection with the transactions contemplated hereby.

4.4 Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon each of the Parties, their respective successors, assigns and agents and any other persons acting on their behalf and shall inure to the benefit of each of the Parties and their respective successors, assigns and agents and any other persons acting on their behalf.

4.5 Entire Agreement. This Agreement constitutes the entire agreement between the Purchaser, the Company and the Shareholders and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the Parties with respect to the subject matter of this Agreement. No director, officer, employee or agent of the Purchaser, the Company or any Shareholder has any authority to make any representation or commitment not contained in this Agreement, and each party has executed this Agreement without reliance upon any such representation or commitment.

4.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia.

4.7 Counterparts. This Agreement may be executed in any number of counterparts and delivered by electronic means with the same effect as if all Parties had signed the same document, and all counterparts shall be construed together and constitute one and the same instrument. The execution in

counterpart by the Shareholders on Schedule “A” to this Agreement shall be deemed to be an integral part of this Agreement.

4.8 Interpretation. In this Agreement, unless the context otherwise requires, (a) a reference to (i) a document is a reference to that document as modified from time to time, (ii) a “person” includes a reference to a natural person, firm, partnership, body corporate, association, joint venture, governmental or political subdivision or agency thereof, organisation or trust, (iii) a person includes a reference to that person’s legal personal representatives, successors and permitted assigns and (iv) a section is a reference to a section of this Agreement and (b) any pronoun shall include the corresponding masculine, feminine and neuter forms. The headings in this Agreement do not affect its interpretation.

4.9 Independent Legal Advice. Each Shareholder has had the opportunity to receive legal advice in connection with the execution of the Agreement and each Shareholder has either received such legal advice as each Shareholder has deemed necessary or each Shareholder has waived the right to such legal advice. In addition, the Shareholder acknowledges that the Shareholder has not received or relied on legal advice from Morton Law LLP in connection with the Agreement and the transactions contemplated herein.

4.10 Currency. In the Agreement, references to “\$” are to Canadian dollars.

4.11 Severability. If any provision hereof is illegal, invalid or unenforceable, such provision will be deemed to be severed and deleted from this Agreement and such illegality, invalidity or unenforceability will not in any manner affect the validity or enforceability of the remainder hereof.

4.12 Miscellaneous. A waiver or variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party. The failure to exercise or a delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. Each Party’s rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been executed by the Purchaser, the Company and the Shareholders.

SUPER COPPER CORP.

Per: “Konrad Wasiela”
Authorized Signatory

KEPLER PRIVATE EQUITY LTD.

Per: “Zachary Dymala-Dolesky”
Authorized Signatory

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

See attached.

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

Each Shareholder, by executing this Schedule, acknowledges and agrees to be bound by the terms and conditions of the Share Exchange Agreement among Super Copper Corp., Kepler Private Equity Ltd., and the below listed Shareholders, dated February 22, 2024.

FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> Konrad Wasiela	100 Shares	100 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

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FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> Orion Management FZE-LLC	16,400,000 Shares	16,400,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

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FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	100,000 Shares	100,000 Consideration Shares

SCHEDULE "A"

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FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	100,000 Shares	100,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

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FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	100,000 Shares	100,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

Each Shareholder, by executing this Schedule, acknowledges and agrees to be bound by the terms and conditions of the Share Exchange Agreement among Super Copper Corp., Kepler Private Equity Ltd., and the below listed Shareholders, dated February 22, 2024.

FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	150,000 Shares	150,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

Each Shareholder, by executing this Schedule, acknowledges and agrees to be bound by the terms and conditions of the Share Exchange Agreement among Super Copper Corp., Kepler Private Equity Ltd., and the below listed Shareholders, dated February 22, 2024.

FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	250,000 Shares	250,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

Each Shareholder, by executing this Schedule, acknowledges and agrees to be bound by the terms and conditions of the Share Exchange Agreement among Super Copper Corp., Kepler Private Equity Ltd., and the below listed Shareholders, dated February 22, 2024.

FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	1,000,000 Shares	1,000,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

Each Shareholder, by executing this Schedule, acknowledges and agrees to be bound by the terms and conditions of the Share Exchange Agreement among Super Copper Corp., Kepler Private Equity Ltd., and the below listed Shareholders, dated February 22, 2024.

FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	500,000 Shares	500,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

Each Shareholder, by executing this Schedule, acknowledges and agrees to be bound by the terms and conditions of the Share Exchange Agreement among Super Copper Corp., Kepler Private Equity Ltd., and the below listed Shareholders, dated February 22, 2024.

FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	500,000 Shares	500,000 Consideration Shares

SCHEDULE "A"

SHAREHOLDERS AND ENTITLEMENTS

Each Shareholder, by executing this Schedule, acknowledges and agrees to be bound by the terms and conditions of the Share Exchange Agreement among Super Copper Corp., Kepler Private Equity Ltd., and the below listed Shareholders, dated February 22, 2024.

FULL NAME AND ADDRESS	NUMBER OF SHARES	NUMBER OF CONSIDERATION SHARES
<u>NAME</u> <i>[Shareholder personal information redacted]</i>	100,000 Shares	100,000 Consideration Shares