

ESCROW AGREEMENT

ESCROW AGREEMENT (the “**Agreement**”) dated as of April 30, 2024,

BETWEEN: **SUPER COPPER CORP.**, a corporation incorporated under the laws of British Columbia and having a registered and records office at 1200 – 750 West Pender Street, Vancouver, British Columbia, V6C 2T8 (the “**Vendor**”)

AND: **ENDEAVOR TRUST CORPORATION**, a trust company authorized in British Columbia, Alberta, Manitoba, and Saskatchewan, and incorporated under the laws of British Columbia and having an office at 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4 (the “**Escrow Agent**” or “**Endeavor**”)

AND: **RESEARCH CAPITAL CORPORATION**, a corporation having an office at Suite 1920 – 1075 W. Georgia Street, Vancouver, British Columbia, V6E 3C9 (“**RCC**”)

WHEREAS:

- A. the Vendor wishes to sell an aggregate of 1,175,000 subscription receipts (the “**Subscription Receipts**”) to certain subscribers (the “**Purchasers**”), and the Vendor has entered into a subscription agreement with each of the Purchasers (the “**Purchase Agreements**”);
- B. the Purchase Agreements entitle the Purchasers to acquire one common share in the capital of the Vendor on the conversion of each Subscription Receipt, which conversion will be deemed to occur within ten Business Days after the later of the date that: (i) the Vendor receives a receipt issued by the British Columbia Securities Commission for its final prospectus qualifying the distribution of the common shares issuable upon conversion of the Subscription Receipts; and (ii) the Vendor receives conditional approval from the CSE or any other recognized stock exchange in Canada or the United States for the listing of the Issuer’s common shares (the “**Escrow Release Conditions**”);
- C. the Purchase Agreements contemplate that 92% of the aggregate purchase price paid by the Purchasers for the Subscription Receipts (100% of aggregate purchase price being the “**Escrowed Funds**”) will be held in escrow, subject to the release of the Released Funds pursuant to Section 5 hereof, until the earlier of: (i) the date that the Escrow Release Conditions are met; or (ii) the Deadline or Extended Deadline, as applicable;
- D. the Purchase Agreements outline that, on closing of the Subscription Receipt offering (the “**Offering**”), 8.0% of the Escrowed Funds (the “**Released Funds**”) will be irrevocably released to the Vendor;
- E. RCC is the agent for the Purchasers, and on behalf of the Purchasers, RCC will, on closing of the Offering, provide the Escrowed Funds (defined herein) representing the subscription funds for the Subscription Receipts to the Escrow Agent, as directed by the Vendor in its sole discretion; and
- F. the Vendor and RCC wish to appoint the Escrow Agent, and the Escrow Agent wishes to accept such appointment, to act as escrow agent in connection with the Offering, on the terms and conditions herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the foregoing recitals, the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreements. For the purposes of this Agreement, the following terms shall have the following meanings:
 - (a) “**Account**” has the meaning specified in Section 6(a);
 - (b) “**Business Day**” means any day (prior to 4:30 p.m.), other than a Saturday or a Sunday, when Canadian chartered banks are open for regular business in the city of Vancouver, British Columbia, Canada;
 - (c) “**Bank**” has the meaning specified in Section 6(a);
 - (d) “**CSE**” means Canadian Securities Exchange;
 - (e) “**Deadline**” means the date that is 12 months from closing of the Offering, unless the Vendor has provided a written notice for the Extended Deadline;
 - (f) “**Documents**” has the meaning specified in Section 10(a);
 - (g) “**Escrowed Funds**” means, initially, the sum of \$235,000 which is initially deposited with the Escrow Agent hereunder, being 100% of the aggregate purchase price paid by the Purchasers in the Offering. As the context requires, the Escrowed Funds shall refer to the total funds held by the Escrow Agent on behalf of the Vendor, which shall include: (i) any amounts on account of interest credited thereon in accordance with Section 6(a), once applicable, less (ii) the Released Funds, once released to the Vendor; and less (iii) any amounts otherwise paid pursuant to this Agreement, once applicable.
 - (h) “**Escrow Release Conditions**” has the meaning specified in the recitals;
 - (i) “**Extended Deadline**” means six (6) months past the Deadline, if the Issuer has made reasonable efforts to prepare a preliminary prospectus and/or seek a listing on the CSE or a recognized stock exchange in Canada or United States prior to the Deadline;
 - (j) “**Indemnified Parties**” has the meaning specified in Section 10(g);
 - (k) “**Purchase Agreements**” has the meaning specified in the recitals;
 - (l) “**Purchasers**” has the meaning specified in the recitals;
 - (m) “**Released Funds**” has the meaning specified in the recitals;
 - (n) “**Resignation Date**” has the meaning specified in Section 12(a); and
 - (o) “**Subscription Receipts**” has the meaning specified in the recitals.
2. **Appointment of Escrow Agent.** The Vendor and RCC hereby appoint the Escrow Agent to act as agent on their behalf pursuant to this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement.
3. **Remuneration of Escrow Agent.** The Escrow Agent agrees to act as escrow agent to the Vendor and RCC on the terms and conditions of this Agreement for the payment by the Vendor of \$3,500, plus applicable and reasonable services rendered and disbursements incurred and taxes.
4. **Delivery of the Purchaser Funds.** On closing of the Offering, the Vendor shall instruct each

Purchaser (or RCC as the agent for each Purchaser) to deliver to the Escrow Agent their purchase price for the Subscription Receipts by way of wire transfer or certified cheque payable to the Escrow Agent in its capacity as escrow agent hereunder. In the event that any funds received by the Escrow Agent are in the form of an uncertified cheque or cheques, the Escrow Agent shall be entitled to delay the time for release of such part of the funds until such uncertified cheque or cheques have cleared in the ordinary course by the financial institution upon which the same are drawn. The Escrow Agent will disburse monies according to this Agreement only to the extent that monies have been deposited with it and have actually cleared.

5. **Delivery of the Released Funds.** Within five (5) Business Days of closing of the Offering, subject to Section 4, the Escrow Agent shall deliver to the Vendor, by way of wire transfer or certified cheque, an amount equal to 8.0% of the Escrowed Funds.

6. **Placement of Escrowed Funds**
 - (a) Until released in accordance with this Agreement, the Escrowed Funds shall be recorded in the segregated internal trust account records of the Escrow Agent, which account record shall be designated in the name of Super Copper Corp., and the Escrowed Funds shall be deposited in one or more trust accounts (the “**Account**”) to be maintained by the Escrow Agent in the name of the Escrow Agent at a chartered bank or banks in Vancouver, British Columbia (the “**Bank**”). Of the amount of interest, if any, earned by the Escrow Agent on such deposited monies, the Escrow Agent shall credit to the Escrowed Funds an amount that is equal to 0.35% less than the Bank of Canada rate. Such calculated amount shall be credited by the Escrow Agent to the Escrowed Funds within three (3) Business Days of each month-end. The Escrow Agent may retain the remaining amount of interest, if any, that was earned on such deposited monies for its own use and benefit. Notwithstanding the foregoing, (i) in no event will the Escrow Agent be obligated to pay or credit any amount on account of interest that exceeds the amount of interest earned from the Bank on the Escrowed Funds, as determined by the Escrow Agent acting reasonably, and (ii) if an account at any Bank into which the Escrowed Funds or any part thereof has been deposited bears a negative interest rate or there is otherwise any fee or other charge assessed on the account or in respect of the amount of cash on deposit, the cost, as determined by the Escrow Agent, shall be deducted from the Escrowed Funds.

 - (b) All amounts held by the Escrow Agent pursuant to this Agreement shall be held by the Escrow Agent for the Vendor and the delivery of funds to the Escrow Agent by the Purchasers (or RCC, as agent to the Purchasers) shall not give rise to a debtor-creditor or other similar relationship. The amounts held by the Escrow Agent pursuant to this Agreement are at the sole risk of the Vendor and, without limiting the generality of the foregoing, the Escrow Agent shall have no responsibility or liability for any diminution of the Escrowed Funds that may result from any deposit made with a Bank pursuant to this Section 6, including any losses resulting from a default by the Bank or other credit losses (whether or not resulting from such a default) and any credit or other losses on any deposit liquidated or sold prior to maturity. The Vendor acknowledges and agrees that the Escrow Agent will have acted prudently in depositing the Escrowed Funds at a Bank, and that the Escrow Agent is not required to make any further inquiries in respect of any such bank.

7. **Account Statements and Information.** The Escrow Agent agrees to send to the Vendor a copy of periodic statement for the Account, upon request in accordance with the Escrow Agent’s regular practices for providing account statements to its non-escrow clients, and to also provide the Vendor, or their respective designee, upon request other deposit account information, including Account balances, by telephone or by electronic communication, to the extent practicable. The Vendor consents to the Escrow Agent’s release of such Account information to individuals designated by the Vendor in writing.

8. **Authorized Disbursements.** The Escrow Agent is hereby authorized to disburse funds out of monies constituting the Escrowed Funds, only in accordance with Sections 5 and 9 hereof. Prior to any final release of the Escrowed Funds, the Escrow Agent shall be entitled to deduct from the Escrowed Funds any amounts owing to it in respect of outstanding fees, disbursements and interest thereon and any applicable fees to be charged for the final release, notwithstanding that the party to whom the Escrowed Funds is to be released is not responsible for the outstanding fees and expenses payable to the Escrow Agent.
9. **Release from Escrow.** The Escrowed Funds shall be released by the Escrow Agent as follows:
- (a) To the Vendor, in accordance with Section 5 hereof regarding the Released Funds;
 - (b) To the Vendor, within two Business Days following the receipt of a written notice from the Vendor or its agent that the Escrow Release Conditions have been met, which written notice shall include the final receipt for the Vendor's long form prospectus and/or CSE bulletin announcing listing of the Vendor's shares, the Escrow Agent shall release the Escrowed Funds to the Vendor in accordance with the banking instructions to be provided to the Escrow Agent by the Vendor; and
 - (c) In the event that the Escrow Release Conditions have not been met, to the Purchasers (or RCC as agent to the Purchasers), on written confirmation from the Vendor or its agent that the Deadline or Extended Deadline, as applicable, has elapsed. The Vendor shall be liable for any shortfall between the amount owing to Purchasers under this Section 9 and pursuant to the terms of the Purchase Agreements, and the amount of Escrowed Funds. The Escrow Agent and RCC shall have no responsibility for any shortfall owing to the Purchasers, unless such shortfall arises as the result of gross negligence, willful misconduct, dishonesty, or bad faith on the part of the Escrow Agent.

Any amount paid out pursuant to this Agreement shall be adjusted up or down, if applicable, to reflect either (i) the pro rata amount of interest credited by the Escrow Agent to the Escrowed Funds that is part of the Escrowed Funds as of the date of the payment; or (ii) the pro rata amount of negative interest or other fee or charge deducted by the Escrow Agent from the Escrowed Funds that is represented in the Escrowed Funds as of the date of the payment, in both cases as provided for in Section 6(a).

10. **Responsibility and Rights of Escrow Agent; Indemnification.**
- (a) The Vendor and RCC acknowledge and agree that the Escrow Agent acts hereunder as an escrow agent only and (i) shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, for the form or execution of such instruments, for the identity, authority or right of any person or party executing or depositing such instruments or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent and the Escrow Agent will have no duty or responsibility arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party; (iii) shall not be required to take notice of any default or to take any action with respect to such default involving any expense or liability, unless notice in writing of such default is formally given to the Escrow Agent, and unless it is indemnified and funded, in a manner satisfactory to it, against such expense or liability; and (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written

instruction), instrument, order, statement, certificate, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as “**Documents**”) furnished to it hereunder and signed by any person required to or entitled to execute and deliver to the Escrow Agent any such Documents in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it in good faith believes to be genuine.

- (b) No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur financial liability in the performance of its duties or the exercise of any of its rights or powers.
- (c) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything that it may do or refrain from doing in connection herewith, except for its own gross negligence or bad faith.
- (d) The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow under this Agreement.
- (e) The Escrow Agent may retain legal counsel and advisors as may be reasonably required for the purpose of discharging its duties or determining its rights under this Agreement, and may rely and act upon the advice of such legal counsel or advisor. The Vendor shall pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such legal counsel or advisors.
- (f) The forwarding of a cheque by the Escrow Agent will satisfy and discharge the liability for any cash amounts due to the extent of the sum or sums represented thereby (plus the amount of any tax deducted or withheld as required by law) unless such cheque is not honoured on presentation; provided that in the event of non-receipt of such cheque by the payee, or loss or destruction thereof, the Escrow Agent upon being furnished with reasonable evidence of such non-receipt, loss or destruction and indemnity reasonably satisfactory to it, will issue to such payee a replacement cheque for the amount of such cheque.
- (g) In addition to and without limiting any protection of the Escrow Agent hereunder or otherwise by law, the Vendor and RCC shall at all times, severally, indemnify the Escrow Agent and its affiliates, their successors and assigns, and each of their directors, officers, employees and agents (the “**Indemnified Parties**”) and save them harmless from and against all claims, demands, losses, actions, causes of action, suits, proceedings, liabilities, damages, costs, charges, assessments, judgments and expenses (including expert consultant and legal fees and disbursements on a solicitor and client basis) whatsoever arising in connection with this Agreement including, without limitation, those arising out of or related to actions taken or omitted to be taken by the Indemnified Parties and expenses incurred in connection with the enforcement of this indemnity, which the Indemnified Parties, or any of them, may suffer or incur, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of the Escrow Agent’s duties, and including any services that the Escrow Agent may provide in connection with or in any way relating to this Agreement (unless arising from Escrow Agent’s gross negligence, willful misconduct or bad faith) and including any action or liability brought against or incurred by the Indemnified Parties in relation to or arising out of any breach by the Vendor or RCC. Notwithstanding any other provision hereof, the Vendor and RCC

agree that their respective liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding. Notwithstanding any other provision hereof, this indemnity shall survive the resignation or removal of the Escrow Agent and the termination or discharge of this Agreement.

- (h) Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Escrow Agent shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.
- (i) The Escrow Agent does not have any interest in the Escrowed Funds but is serving as escrow agent only and is not a debtor of the parties hereto in respect of the Escrowed Funds.
- (j) The Escrow Agent accepts the duties and responsibilities under this Agreement as agent, and no trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as trustee.
- (k) Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the Parties hereto as though the said illegal or unenforceable provision or part thereof had never been included in this Agreement.
- (l) The Escrow Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Escrow Agent reasonably determines that such an act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. The Escrow Agent shall then have the right to resign on written notice to the Vendor and RCC.
- (m) The Escrow Agent will not be liable to any of the parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, willful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith, willful misconduct, or gross negligence, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.
- (p) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the Vendor and RCC, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.
- (q) Following the release by the Escrow Agent of the Escrowed Funds, this Agreement shall terminate and the Escrow Agent shall have no further duties and obligations under this Agreement.

- (r) This Section 10 shall survive notwithstanding any termination of this Agreement or the resignation or removal of the Escrow Agent.

11. **Dispute Resolution.** It is understood and agreed that should any dispute arise with respect to the delivery, ownership, right of possession and/or disposition of the Escrowed Funds, or should any claim be made upon the Escrow Agent or the Escrowed Funds by a third party, the Escrow Agent, upon receipt of notice of such dispute or claim, is authorized and shall be entitled (at its sole option and election) to refuse to comply with any or all demands whatsoever, and to retain in its possession without liability, all or any of said Escrowed Funds until such dispute shall have been settled either by the mutual written agreement of the parties involved or by a final order, decree or judgment of a court or arbitrator of competent jurisdiction, the time for perfection of an appeal of such order, decree or judgment having expired. A copy of any such settlement or final order, decree or judgment of a court or arbitrator of competent jurisdiction shall be delivered to the Escrow Agent by the Vendor or RCC forthwith upon receipt thereof. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrowed Funds.

12. **Resignation of Escrow Agent; Successor by Merger.**

- (a) **Resignation and delivery.** The Escrow Agent may at any time resign as such, subject to this Section 12, by delivering written notice of resignation to the Vendor and by delivering the Escrowed Funds to any successor escrow agent designated by the Vendor and RCC, or by a court of competent jurisdiction, whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of the Escrow Agent will take effect on the earlier to occur of (the “**Resignation Date**”): (i) the appointment of a successor escrow agent as aforesaid or by a court of competent jurisdiction; or (ii) the day which is 30 days after the date of delivery of the Escrow Agent's written notice of resignation to the Vendor, or such shorter notice as the parties accept as sufficient. If the Escrow Agent has not received written notice of the designation of a successor escrow agent by the Resignation Date, the Escrow Agent's sole responsibility after such time shall be to retain and safeguard the Escrowed Funds until receipt of written notice of the designation of a successor escrow agent hereunder or pursuant to a final non-appealable order of a court of competent jurisdiction. If a successor escrow agent has not been appointed within 90 days of the date of the delivery of its written notice of resignation, the Escrow Agent shall deliver the Escrowed Funds (less any portion thereof previously distributed in accordance with this Agreement) to the Vendor and all of the Escrow Agent's duties and obligations under this Agreement shall thereupon cease immediately. The Vendor shall have power at any time to remove the existing Escrow Agent and to appoint a successor escrow agent by giving written notice of such termination to the Escrow Agent.
- (b) **Deduction of fees.** If the Escrow Agent resigns or is removed pursuant to this Section 12, the Escrow Agent shall be entitled, prior to delivery to any party of the Escrowed Funds, to deduct any amounts owing to it in respect to outstanding fees, disbursements, and/or taxes pursuant to Section 3 whereupon this Agreement shall terminate and the Escrow Agent shall have no further duties and obligations under this Agreement.
- (c) **Transfer and delivery fees.** Any successor escrow agent appointed under any provision of this Section 12 shall be a corporation authorized to carry on the business of a trust company in the Province of British Columbia and, if required by the applicable legislation for any other jurisdiction, in such other jurisdictions. On any such appointment, the successor escrow agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Escrow Agent hereunder. At the request of the Vendor, or the successor escrow agent, the retiring Escrow Agent, upon payment of the amounts, if any, due to it pursuant to this Agreement, including any

amounts owing to it in respect to outstanding fees, disbursements, and/or taxes pursuant to Section 3 shall duly assign, transfer and deliver to the successor escrow agent all property and money held, and all records kept, by the retiring Escrow Agent hereunder or in connection herewith.

- (d) **Succession.** Any corporation into or with which the Escrow Agent may be merged or consolidated or amalgamated, or any corporation resulting therefrom to which the Escrow Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor to the Escrow Agent hereunder without any further act on its part or any of the parties hereto, provided that such corporation would be eligible for appointment as a successor escrow agent hereunder.

13. **Anti-Money Laundering.**

- (a) The Escrow Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Escrow Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline. Further, should the Escrow Agent, in its sole judgment, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline, then it shall have the right to resign on ten (10) days written notice to the other parties to this Agreement, provided (i) that the Escrow Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Escrow Agent's satisfaction within such ten (10) day period, then such resignation shall not be effective.

14. **Privacy.** The parties acknowledge that the Escrow Agent may, in the course of providing services hereunder, collect or receive financial and other personal information of the Vendor, RCC, and Purchasers, and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

- (a) to provide the services required under this Agreement and other services that may be requested from time to time;
- (b) to help the Escrow Agent manage its servicing relationships with such individuals;
- (c) to meet the Escrow Agent's legal and regulatory requirements; and
- (d) if social insurance numbers are collected by the Escrow Agent, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

The Vendor and RCC acknowledge and agree that the Escrow Agent may receive, collect, use and disclose personal information provided to it or acquired by it in the course of this Agreement for the purposes described above and, generally, in the manner and on the terms described in any privacy code of the Escrow Agent, including revisions thereto. The Escrow Agent may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides.

The Vendor and RCC agree that they shall not provide or cause to be provided to the Escrow Agent any personal information relating to a Purchaser unless that party has assured itself that such individual understands and has consented to the aforementioned terms, uses and disclosures.

15. **Notices.** Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given if (a) personally delivered, (b) sent by email or transmitted as a scanned or pdf attachment to an email, (c) sent by courier by a reputable national overnight courier service, or (d) sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address or email set forth below, or at such other address or or email as such party may specify by written notice to the other party hereto:

(a) **to the Vendor at:**

Super Copper Corp.
c/o 1200 - 750 West Pender Street
Vancouver, BC V6C 2T8

Attention: Zachary Dymala-Dolesky
Email: *[Email Redacted]*

(b) **to the Escrow Agent at:**

Endeavor Trust Corporation
702 – 777 Hornby Street
Vancouver, British Columbia, V6Z 1S4

Attention: Securities Processing
Email: *[Email Redacted]*

(c) **to RCC at:**

Research Capital Corporation
Suite 1920 – 1075 W. Georgia Street
Vancouver, British Columbia, V6E 3C9

Attention: Jovan Stupar
Email: *[Email Redacted]*

and any such communication shall be deemed to have been validly and effectively given and received on the date of delivery (if personally delivered or sent by courier) or on the date of transmission by email, if such date is a Business Day and otherwise on the next Business Day, or on the third Business Day following the day on which the same is sent by certified or registered mail. Any party to this Agreement may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address.

16. **Miscellaneous.**

- (a) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (b) Unless the context shall otherwise require, the singular shall include the plural and *vice versa*, and each pronoun in any gender shall include all other genders.
- (c) This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart by email, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute

but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all of the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

- (d) This Agreement or any provision hereof may be amended or waived only by written instrument duly signed by the party against whom such amendment or waiver is sought to be enforced.
- (e) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
- (f) No failure on the part of the Vendor to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.
- (g) This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- (h) No party may assign its rights hereunder without the prior written consent of the other party.
- (i) This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- (j) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- (k) All references herein to money amounts are to lawful money of Canada.
- (l) The Escrow Agent shall have no obligations with respect to tax reporting other than to deliver the required annual statement of interest earned.
- (m) Any reference to time of day or date means the local time or date in Vancouver, British Columbia, Canada.
- (n) Whenever any payment shall be due, any period of time shall begin or end, any calculation is to be made or any other action is to be taken on, or as of, or from a period ending on, a day other than a Business Day, such payment shall be made, such period of time shall begin or end, and such other actions shall be taken, as the case may be, on, or as of, or from a period ending on, the next succeeding Business Day.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

SUPER COPPER CORP.

Per: “Zachary Dymala-Dolesky”
Name: Zachary Dymala-Dolesky
Title: CEO

ENDEAVOR TRUST CORPORATION

Per: “David Eppert”
Name: David Eppert
Title: CEO

Per: “Catherine Wang”
Name: Catherine Wang
Title: CFO

RESEARCH CAPITAL CORPORATION

Per: “Jovan Stupar”
Name: Jovan Stupar
Title: Managing Director

ADDENDUM TO ESCROW AGREEMENT

THIS ADDENDUM is dated effective the 7th day of June, 2024.

BETWEEN: **SUPER COPPER CORP.**, a corporation incorporated under the laws of British Columbia and having a registered and records office at 1200 - 750 West Pender Street, Vancouver, British Columbia, V6C 2T8 (the “**Vendor**”)

AND: **ENDEAVOR TRUST CORPORATION**, a trust company authorized in British Columbia, Alberta, Manitoba, and Saskatchewan, and incorporated under the laws of British Columbia and having an office at 702 - 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4 (the “**Escrow Agent**” or “**Endeavor**”)

AND: **RESEARCH CAPITAL CORPORATION**, a corporation having an office at Suite 1920 -1075 W. Georgia Street, Vancouver, British Columbia, V6E 3C9 (“**RCC**”)

(each a “**Party**” and together the “**Parties**”)

This Addendum is to an escrow agreement between the Parties dated April 30, 2024 (the “**Escrow Agreement**”), and is to be read in that context. All capitalized terms not defined herein have the same meaning as ascribed to them in the Escrow Agreement.

WHEREAS:

- A. Pursuant to the Escrow Agreement, the Vendor and RCC appointed the Escrow Agent to act as escrow agent in connection with the Offering that closed on April 30, 2024;
- B. The Vendor wishes to sell an additional 129,000 Subscription Receipts to certain subscribers for gross proceeds of \$25,800, and the Vendor has entered into Purchase Agreements with each of the Purchasers (the “**Second Tranche**”);
- C. RCC is the agent for the Purchasers, and on behalf of the Purchasers, RCC will, on closing of the Second Tranche, provide \$25,800 representing the subscription funds for the Subscription Receipts to the Escrow Agent, as directed by the Vendor in its sole discretion; and
- D. As a result thereof, the Parties wish to update certain terms and conditions of the Escrow Agreement to extend its application to the Second Tranche.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants herein set forth, the Parties hereto covenant and agree as follows:

1. Recital A shall read as follows:

“A. the Vendor wishes to sell an aggregate of 1,304,000 subscription receipts (the “**Subscription Receipts**”) to certain subscribers (the “**Purchasers**”), and the Vendor has entered into a subscription agreement with each of the Purchasers (the “**Purchase Agreements**”);”.

2. The following terms will mean the following as it relates to the closing of the Second Tranche:
 - (a) “**Deadline**” will mean the date that is 12 months from closing of the Offering or

the date that is 12 months from closing of the Second Tranche, as applicable, unless the Vendor has provided a written notice for the Extended Deadline;

(b) “**Escrowed Funds**” will mean, the sum of \$235,000 which was initially deposited with the Escrow Agent, being 100% of the aggregate purchase price paid by the Purchasers in the Offering, and the sum of \$25,800 to be deposited with the Escrow Agent in connection with the Second Tranche. As the context requires, the Escrowed Funds shall refer to the total aggregate funds held by the Escrow Agent on behalf of the Vendor, pursuant to the Offering and the Second Tranche, as applicable, which shall include: (i) any amounts on account of interest credited thereon in accordance with Section 6(a), once applicable, less (ii) the Released Funds, once released to the Vendor; and less (iii) any amounts otherwise paid pursuant to this Agreement, once applicable.

(c) “**Released Funds**” will mean funds in the amount of \$18,800, which were irrevocably released to the Vendor following closing of the Offering, and funds in the amount of \$2,064, which will be irrevocably released to the Vendor following closing of the Second Tranche. As the context requires, the Released Funds shall refer to the total aggregate funds released to the Vendor by the Escrow Agent, pursuant to the Offering and the Second Tranche, as applicable.

(d) “**Second Tranche**” will mean the second tranche of the Offering pursuant to which the Vendor will sell an additional 129,000 Subscription Receipts to certain subscribers for gross proceeds of \$25,800.

3. The following sections in the Escrow Agreement will be updated as follows as it relates to the closing of the Second Tranche:

4. Delivery of the Purchaser Funds. On closing of the Offering and the Second Tranche Offering, as applicable, the Vendor shall instruct each Purchaser (or RCC as the agent for each Purchaser) to deliver to the Escrow Agent their purchase price for the price for the Subscription Receipts by way of wire transfer or certified cheque payable to the Escrow Agent in its capacity as escrow agent hereunder. In the event that any funds received by the Escrow Agent are in the form of an uncertified cheque or cheques, the Escrow Agent shall be entitled to delay the time for release of such part of the funds until such uncertified cheque or cheques have cleared in the ordinary course by the financial institution upon which the same are drawn. The Escrow Agent will disburse monies according to this Agreement only to the extent that monies have been deposited with it and have actually cleared.

5. Delivery of the Released Funds. Within five (5) Business Days of closing of the Offering and the Second Tranche Offering, as applicable, subject to Section 4, the Escrow Agent shall deliver to the Vendor, by way of wire transfer or certified cheque, \$18,800 in the case of the Offering, or \$2,064 in the case of the Second Tranche.

4. Other than as agreed to in this Addendum, all other terms and conditions of the Escrow Agreement shall remain in full force and effected, unamended.
5. This Addendum will be incorporated into and form part of the Escrow Agreement and any reference to the “Escrow Agreement” (whether capitalized or not) in the Escrow Agreement and any reference to the Escrow Agreement in any other agreements will mean the Escrow Agreement including this

Addendum.

6. This Addendum may be executed and delivered in any number of counterparts, and/or by facsimile or e-mail transmission of PDF files, each of which shall constitute an original and all of which, taken together, constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective as of the date first above written.

SUPER COPPER CORP.

Per: “Zachary Dymala-Dolesky”
Name: Zachary Dymala-Dolesky
Title: CEO

ENDEAVOR TRUST CORPORATION

Per: “David Eppert”
Name: David Eppert
Title: CEO

Per: “Catherine Wang”
Name: Catherine Wang
Title: CFO

RESEARCH CAPITAL CORPORATION

Per: “Jovan Stupar”
Name: Jovan Stupar
Title: Managing Director