

AGENCY AGREEMENT

August 13, 2020

BeMetals Corp.
Suite 3123 – 595 Burrard Street
Vancouver, BC V7X 1J1

Attention: John Wilton, President, CEO and Director

Dear Sirs and Mesdames:

Haywood Securities Inc. ("**Haywood**") Canaccord Genuity Corp. and Raymond James Ltd. (together with Haywood, the "**Agents**") hereby agree to offer for purchase and sale on a commercially reasonable efforts agency basis, without underwriter liability, and BeMetals Corp. (the "**Corporation**") agrees to issue and sell through the Agents, up to 18,750,000 common shares (the "**Shares**") at a price of \$0.40 per Share (the "**Offering Price**") for aggregate gross proceeds of up to \$7,500,000, upon and subject to the terms and conditions hereof. At no time shall the Agents have any obligation to purchase any of the Shares. The offering of the Shares by the Corporation described in this Agreement is hereinafter referred to as the "**Offering**". The Agents may arrange for purchasers in the Selling Provinces (as defined herein), in the United States and such other offshore jurisdictions as the Agents and the Corporation may agree, provided it is understood that no prospectus filing, registration statement or comparable obligation arises in such jurisdictions.

In consideration of the services to be rendered in connection with the Offering by the Agents, the Corporation at the Closing Time, shall: (a) pay to the Agents a cash commission ("**Agents' Commission**") in an amount equal to 6% of the gross proceeds received by the Corporation from the issue and sale of the Shares, other than those Shares sold pursuant to the President's List (as defined herein) for which 3% shall be payable; and (b) issue to the Agents non-transferable compensation options ("**Compensation Options**") in an amount equal to 6% of the aggregate number of Shares from the issue and sale of the Shares, other than those Shares sold pursuant to the President's List (as defined herein) for which 3% shall be payable.

Each Compensation Option shall be exercisable to acquire one Common Share of the Corporation ("**Compensation Option Share**") at the Offering Price per Compensation Option Share at any time up to 5:00 p.m. (Vancouver time) on the date that is 24 months following the Closing Date, subject to adjustment in accordance with the terms of the certificate representing the Compensation Options.

The following schedules are attached to the Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" – U.S. Terms and Conditions
Schedule "B" – List of Subsidiaries

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

"Alternative Transaction" means the issuance of securities of the Corporation or a business transaction, either of which involve a change in control of the Corporation, or any material subsidiary including a merger, amalgamation, arrangement, take-over bid supported by the board of directors of the Corporation, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or any similar transaction, excluding an issuance of securities pursuant to the exercise of securities of the Corporation outstanding on the date of the Letter Agreement or in connection with a *bona fide* acquisition by the Corporation (other than a direct or indirect acquisition, whether by way of one or more transactions, of an entity all or substantially all of the assets of which are cash, marketable securities or financial in nature or an acquisition that is structured primarily to defeat the intent of this provision);

"Agreement" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

"Business Day" means a day which is not a Saturday, Sunday or statutory or civic holiday in Vancouver, British Columbia;

"Canadian Securities Regulators" means the applicable securities commission or securities regulatory authority in each of the Selling Provinces;

"Closing" means the closing of the purchase and sale of, and the issuance by the Corporation of the Shares;

"Closing Date" means August 13, 2020 or such other date as agreed to by the Corporation and the Agents;

"Closing Time" means 5:30 a.m. (Vancouver time) on the Closing Date, or such other time as the Corporation and the Agents may agree;

"Common Shares" means the common shares in the capital of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

"CRA" means the Canada Revenue Agency;

"Disclosure Documents" means, collectively, all of the documentation which has been filed by or on behalf of the Corporation with the relevant Canadian Securities Regulators pursuant to the requirements of applicable Securities Laws, including all press releases filed on www.SEDAR.com;

"Governmental Authority" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

"IFRS" means generally accepted accounting principles as set out in the Canadian Institute of Chartered Accountants Handbook – Accounting for an entity that prepares its financial statements in accordance with the International Financial Reporting Standards, at the relevant time, applied on a consistent basis;

"knowledge", where any representation or warranty contained in this Agreement is expressly qualified by reference to the "knowledge" of the Corporation, or where any other reference is made herein to the knowledge of the Corporation (or similar phrases), shall be deemed to refer to the actual knowledge, after due enquiry, of the Chief Executive Officer and Chief Financial Officer of the Corporation;

"Letter Agreement" means the letter agreement dated July 22, 2020 and amended on July 23, 2020, between Haywood, on behalf of the Agents, and the Corporation relating to the Offering;

"Material Adverse Effect" or **"Material Adverse Change"** means any effect or change on the Corporation or its Subsidiaries or their respective businesses that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation and its Subsidiaries and their respective businesses, taken as a whole, after giving effect to the Agreement and the transactions contemplated hereby or that is or is reasonably likely to be materially adverse to the completion of the transactions contemplated by the Agreement;

"misrepresentation", **"material fact"**, **"material change"**, **"affiliate"**, **"associate"**, and **"distribution"** shall have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"NI 43-101" means National Instrument 43-101 - *Standards of Disclosure for Mineral Projects*;

"NI 45-102" means National Instrument 45-102 - *Resale of Securities* or any successor instrument promulgated by the Canadian Securities Regulators;

"NI 51-102" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"Offering" means the offering of the Shares pursuant to this Agreement;

"Pangeni Copper Project" means the Corporation's interest in a large-scale exploration licence, 19310-HQ-LEL, totalling 575.68km² located in the Manyinga District of North-Western Province, Republic of Zambia, as more particularly described in the Disclosure Documents;

"Pangeni Technical Report" means the NI 43-101 technical report relating to the Pangeni Copper Project prepared by African Mining Consultants entitled "Technical Report – The Pangeni Project, Northwest Province, Republic of Zambia" with an effective date of April 10, 2018;

"person" shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

"President's List" means the list of strategic investors, existing shareholders, family members, friends and business associates of the Company who may participate in the Offering developed by the Corporation with the Agents;

"Properties" means, collectively, the South Mountain Project and the Pangei Copper Project;

"Purchasers" means the purchasers of Shares pursuant to the Offering;

"Qualified Institutional Buyer" means a "qualified institutional buyer" as defined in Rule 144A under the U.S. Securities Act;

"Reporting Provinces" means, collectively, British Columbia and Alberta;

"Selling Jurisdictions" means, collectively, the Selling Provinces, the United States and such other offshore jurisdictions as the Agents and the Corporation may agree, provided it is understood that no prospectus filing, registration statement or comparable obligation arises in such jurisdictions;

"Selling Provinces" means, collectively, all the provinces in Canada;

"Securities" means the Shares, Compensation Options and Compensation Option Shares;

"Securities Laws" means, unless the context otherwise requires, the U.S. Securities Act and the regulations adopted by the SEC thereunder; all applicable securities laws in each of the Selling Provinces and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, and blanket rulings;

"Securities Regulators" means, collectively, the TSXV and the Canadian Securities Regulators;

"South Mountain Project" means the Corporation's interest in 17 patented and 21 unpatented contiguous mining claims covering a total of approximately 616 acres, and an additional 489 acres of leased private land located southwestern Idaho, in Owyhee County as more particularly described in the Disclosure Documents;

"South Mountain Technical Report" means the NI 43-101 technical report relating to the South Mountain Project prepared by Hard Rock Consulting, LLC entitled "National Instrument 43-101 Technical Report: Updated Mineral Resource Estimate for the South Mountain Project, Owyhee County, Idaho USA" dated May 6, 2019 with an effective date of April 1, 2019;

"Subscription Agreements" means the subscription agreements in the forms previously agreed to between the Corporation and the Agents, entered into between the Purchasers and the Corporation under which the Purchasers agree to purchase Shares upon the terms and conditions contained therein;

"Subsidiaries" means the subsidiaries of the Corporation listed in Schedule "B" hereto and **"Subsidiary"** shall mean any one of them, as the case may be;

"subsidiary" shall have the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

"Tax Act" means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time, including where applicable, any specific proposals to amend the Tax Act that are publicly announced by the Minister of Finance (Canada) to have effect prior to the Closing Date;

"Transfer Agent" means the registrar and transfer agent of the Corporation, namely, Computershare Investor Services Inc.;

"TSXV" means the TSX Venture Exchange;

"U.S. Accredited Investor" means an "accredited investor" that satisfies one or more of the criteria set forth in Rule 501(a) of Regulation D under the U.S. Securities Act;

"U.S. Affiliate" means a duly registered U.S. broker-dealer affiliate of the Agents;

"U.S. Person" means a "U.S. person", as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act; and

"U.S. Securities Act" means the United States Securities Act of 1933, as amended.

TERMS AND CONDITIONS

1. OFFERING RESTRICTIONS

- (a) Each Agent covenants and agrees that it has solicited and will only solicit subscriptions for Shares in accordance with the terms and conditions of this Agreement, and in compliance with the Securities Laws, to persons who represent themselves as being:
 - (i) persons purchasing as principal; and
 - (ii) qualified to purchase the Shares under exemptions from the prospectus requirements under Canadian securities laws.
- (a) The Shares may be offered by each Agent through its U.S. Affiliate and sold by the Corporation in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States only in a private placement transaction to U.S. Accredited Investors or Qualified Institutional Buyers in accordance with United States securities laws and the provisions of Schedule "A" to this Agreement.
- (b) Except as provided in Schedule "A" hereto in relation to offers and sales of the Shares in the United States and to, or for the account or benefit of, U.S. Persons or persons in the United States, each Agent agrees that at the time any buy order for the Shares is placed by clients of the Agent, the buyer will be outside the United States, not purchasing for the account or benefit of U.S. Persons or a person in the United States, or the Agent and all persons acting on their behalf will reasonably believe that the buyer is outside the United States and is not purchasing for the account or benefit of U.S. Persons or a person in the United States. Each Agent also agrees that any offers and sales of the Shares specifically targeted at identifiable groups of United States citizens outside of the United States (such as members of the United States armed forces serving outside of the U.S.) shall be made only to U.S. Accredited Investors or Qualified Institutional Buyers in accordance with United States securities laws and the provisions of Schedule "A" to this Agreement.

- (c) The Offering has not been and will not be advertised in any way.
- (d) No selling or promotional expenses will be paid or incurred in connection with the Offering, except for professional services or for services performed by a registered dealer.

2. SUBSCRIPTIONS

The Agents will obtain from each Purchaser introduced by the Agents, and deliver to the Corporation, at or before the Closing Time, a duly completed and executed Subscription Agreement.

3. FILINGS WITH THE SECURITIES REGULATORS

The Corporation will:

- (a) forthwith give to the TSXV written notice of the terms of this Agreement and the Offering and all other information required by the TSXV (the "**Notice**");
- (b) forthwith provide the Agents and their counsel with a copy of the Notice, and, forthwith on receipt, a copy of the conditional and final letters of acceptance of the Offering from the TSXV;
- (c) file all required documents, pay all required filing fees and undertake any other actions required by the TSXV in order to obtain the approval of the TSXV to the Offering;
- (d) within ten (10) days of the Closing Date:
 - (iii) file with the Canadian Securities Regulators any report required to be filed by Securities Laws in connection with the Offering, in the required form; and
 - (iv) provide the Agents' counsel with copies of the report or reports.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

The Corporation represents, warrants and covenants to and with the Agents that:

- (a) Incorporation and Organization: Each of the Corporation and the Subsidiaries has been incorporated and is a valid and subsisting corporation under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof;
- (b) Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of the date hereof, 105,546,890 Common Shares are issued and outstanding as fully paid and non-assessable shares;

- (c) Subsidiaries: The Subsidiaries are the only subsidiaries of the Corporation. The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than the Subsidiaries and the Corporation beneficially owns, directly or indirectly, the percentage indicated on Schedule "B" hereto of the issued and outstanding shares in the capital of the Subsidiaries, which shares are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Subsidiaries or any other security convertible into or exchangeable for any such shares.
- (d) Listing: The Common Shares are listed and posted for trading on the TSXV and the Corporation has made an application to the TSXV so that at the time of issue of the Shares and Compensation Option Shares, such shares will have been conditionally approved for listing on the TSXV, subject only to standard listing conditions and the Corporation shall use its commercially reasonable efforts to (i) maintain the listing of its Common Shares on the TSXV or on or from any stock exchange, market or trading or quotation facility on which its Common Shares are listed or quoted, and (ii) comply, in all material respects, with the rules and regulations thereof;
- (e) Certain Securities Law Matters: The Common Shares are listed only on the TSXV and the Corporation is a reporting issuer or the equivalent only in the Reporting Provinces, and is not in default of any material requirement of the Securities Laws of the Reporting Provinces;
- (f) No Shareholders Agreement: No shareholders agreement or similar agreement affecting the business, affairs or governance of the Corporation or, to the knowledge of the Corporation, the rights of shareholders of the Corporation (including, without limitation, the ability of such shareholders to transfer or vote their shares of the Corporation) exists;
- (g) Rights to Acquire Securities: No person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued common shares or other securities of the Corporation, except as disclosed in the Disclosure Documents;
- (h) No Pre-emptive Rights: The issue of the Securities will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject;
- (i) Transfer Agent: The Transfer Agent has been appointed by the Corporation as the registrar and transfer agent for the Common Shares;

- (j) Issue of Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery (in certificated form or electronic form) of certificates representing, the Shares, Compensation Options and, upon due exercise of any Compensation Options and payment of the requisite consideration therefor, the Compensation Option Shares issuable thereunder will be validly issued as fully paid and non-assessable Common Shares;
- (k) Consents, Approvals and Conflicts: None of the offering and sale of the Securities, the execution and delivery of this Agreement or the Subscription Agreements, the compliance by the Corporation with the provisions of this Agreement or the Subscription Agreements or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of the Securities upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Agents with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under the Securities Laws of any of the Selling Provinces and the policies of the TSXV and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation is a party or by which it or any of the properties or assets thereof is bound, or the articles or any other constating document of the Corporation or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or any of the properties or assets thereof which could have a Material Adverse Effect;
- (l) Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into this Agreement and the Subscription Agreements and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereunder and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, this Agreement and the Subscription Agreements and to observe and perform its obligations under this Agreement and the Subscription Agreements in accordance with the provisions thereof including, without limitation, the issue of the Securities upon the terms and conditions set forth herein;
- (m) No Material Adverse Change: Since March 31, 2020, there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change;

- (n) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with its terms and the Subscription Agreements will be authorized, executed and delivered by the Corporation on or prior to the Closing Date and will constitute valid and legally binding obligations of the Corporation enforceable against the Corporation in accordance with their terms, except in any case as enforcement of such agreements may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law;
- (o) Public Disclosure: The Corporation is in compliance in all material respects with all its disclosure obligations under the Securities Laws of the Reporting Provinces (including, without limitation, all of its disclosure obligations pursuant to NI 51-102 and pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators). Each of the Disclosure Documents was, as of the respective dates thereof, in compliance in all material respects with the Securities Laws of the Reporting Provinces and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which results in a Material Adverse Effect, or so far as the Corporation can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under this Agreement;
- (p) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened;
- (q) Accounting Controls: The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of the financial statements for the Corporation in conformity with IFRS and to maintain asset accountability; (iii) that access to assets of the Corporation and the Subsidiaries are permitted only in accordance with the general or a specific authorization of management or directors of the Corporation; (iv) that the recorded accountability for assets of the

Corporation and the Subsidiaries are compared with the existing assets of the Corporation and the Subsidiaries at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its financial statements or interim financial statements;

- (r) Financial Statements: The Corporation's audited financial statements for the years ended December 31, 2019 and 2018 (the "**Audited Financial Statements**") and all notes thereto, and the Corporation's interim financial statements for the three month period ended March 31, 2020 and 2019 (the "**Interim Financial Statements**") and all notes thereto (together with the Audited Financial Statements and the Interim Financial Statements, the "**Financial Statements**") (i) comply as to form in all material respects with the requirements of the applicable Securities Laws of the Reporting Provinces, (ii) present fairly, in all material respects, the financial position of the Corporation and its financial performance and its cash flows and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in accordance with IFRS, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, and, except as disclosed in the Disclosure Documents there has been no change in accounting policies or practices of the Corporation since March 31, 2020. The latest financial statements of the Corporation as filed on www.sedar.com accurately reflect the financial position of the Corporation as at the date thereof and no material changes in such position have taken place since the date thereof, save in the ordinary course of the Corporation's business or as disclosed in the Disclosure Documents;
- (s) Auditors: The auditors who audited the Audited Financial Statements and who provided their audit report thereon are independent public accountants as required under applicable Securities Laws of the Reporting Provinces and there has not, during the last two financial years, been a reportable event (within the meaning of NI 51-102) between the Corporation and any such auditor;
- (t) Audit Committee: The audit committee of the Corporation operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators which are applicable to venture issuers (as defined therein) and the Corporation will use its commercially reasonable efforts to ensure that the audit committee is comprised in accordance with said instrument following Closing;
- (u) Changes in Financial Position: Other than as disclosed in the Disclosure Documents, since March 31, 2020, the Corporation has not:
 - (i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;

- (ii) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and
 - (iii) entered into any material transaction or made a significant acquisition;
- (v) Insolvency: Neither the Corporation nor the Subsidiaries have committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it;
- (w) Applicable Laws: The Corporation and the Subsidiaries have each complied and will comply in all material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, in all matters relating to the Offering and the issuance of the Corporation's securities thereunder;
- (x) No Contemplated Changes: Neither the Corporation nor the any of the Subsidiaries have approved or has entered into any agreement in respect of, or has any knowledge of:
 - (i) the purchase of any material property or assets or any interest therein or, other than as disclosed in the Disclosure Documents, the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiary whether by asset sale, transfer of shares or otherwise;
 - (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation, the Subsidiary or otherwise) of the Corporation or the Subsidiary; or
 - (iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Corporation or the Subsidiary;
- (y) Taxes and Tax Returns: Except as disclosed to the Agents, each of the Corporation and the Subsidiaries has filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and none of the Corporation or the Subsidiaries is aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an

extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Corporation, pending against the Corporation or the Subsidiaries which could result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation or the Subsidiaries, as applicable, has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation;

- (z) Compliance with Laws, Licenses and Permits: Each of the Corporation and the Subsidiaries has conducted and is conducting the business thereof in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business, and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and to enable its assets to be owned or to be leased and operated as currently leased and operated, and all such approvals, consents, certificates, authorizations, qualifications, permits and licenses held are valid and existing and in good standing and neither the Corporation nor the Subsidiaries have received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, individually or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect, nor has the Corporation or the Subsidiaries received a notice of non-compliance, nor know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes that would result in a Material Adverse Effect;
- (aa) Agreements and Actions: Neither the Corporation nor the Subsidiaries are in violation of any term of any constating document thereof. Neither the Corporation nor the Subsidiary is in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect. The Corporation and the Subsidiary are not in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding

or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, might result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto;

- (bb) Properties: The Corporation has the right to earn the interests in the Properties as described in the Disclosure Documents, and except as disclosed in the Disclosure Documents such interests are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other property rights are necessary for the conduct of the activities of the Corporation on the Properties as currently conducted, and except as disclosed in the Disclosure Documents the Corporation does not know of any claim or the basis for any claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights;
- (cc) Property Agreements: Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds the Properties (including any interest in, or right to earn an interest therein) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation in accordance with the terms thereof; the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and the Properties are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated; all material leases, licences and claims pursuant to which the Corporation derives the interests in such property and assets are in good standing and, to the knowledge of the Corporation, there has been no material default under any such lease, licence or claim. None of the leases, licences or claims pursuant to which the Corporation derives its interests in the Properties are subject to any right of first refusal or purchase or acquisition right which is not disclosed in the Disclosure Documents;
- (dd) Property Rights: The Corporation has rights to acquire up to a 100% interest in certain mining claims in Idaho in respect of the minerals located on the South Mountain Project and rights to acquire up to a 72% interest in certain mining claims in Zambia in respect of the minerals located on the Pangenji Copper Project and such rights are sufficient to permit the Corporation to explore for and exploit the minerals relating thereto, subject to receipt of all required permits and licences; to the knowledge of the Corporation, all concessions, leases or claims and permits relating to the Properties in which the Corporation has an interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting; the Corporation has all surface rights, access rights and other necessary rights and interests relating to the Properties as are appropriate in view of the rights and interest therein of the Corporation and necessary for the Corporation's current activities thereon, with only such exceptions as do not materially interfere with the use made by the Corporation of the rights or interest so held, and each of the proprietary interests is currently in good standing in all material respects; the Corporation does not have any

responsibility or obligation to pay any commission, royalty, licence, fee or similar payment to any person with respect to the property rights thereof except as disclosed in the Disclosure Documents;

- (ee) Mining Works: All assessments or other work required to be performed to date, if any, in relation to the mining claims and the mining rights in which the Corporation has a right to earn an interest, in order to maintain its interests in the Properties, have been performed to date and the Corporation has complied in all material respects with all applicable governmental laws, regulations and policies in this regard as well as with regard to legal, contractual obligations to third parties in this regard except for any non-compliance which would not either individually or in the aggregate have a Material Adverse Effect; and all such mining claims and mining rights are in good standing in all material respects as of the date of this Agreement;
- (ff) Operations: To the Corporation's knowledge, all operations of the Corporation on the Properties have been conducted in all material respects in accordance with good mining, exploration and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with;
- (gg) Preparation of South Mountain Technical Report: The Corporation made available to the authors thereof prior to the issuance of the South Mountain Technical Report, for the purpose of preparing the South Mountain Technical Report, all information requested, and to the knowledge and belief of the Corporation, no such information contained any material misrepresentation as at the relevant time the relevant information was made available;
- (hh) Content of South Mountain Technical Report: To the best of the Corporation's knowledge, the South Mountain Technical Report accurately and completely sets forth all material facts relating to the South Mountain Project as at the date of such report. Since the date of preparation of the South Mountain Technical Report, other than changes disclosed in the Disclosure Documents, there has been no change, to the best of the Corporation's knowledge that would disaffirm or change any aspect of the South Mountain Technical Report in any material respect;
- (ii) Preparation of Pangeni Technical Report: The Corporation made available to the authors thereof prior to the issuance of the Pangeni Technical Report, for the purpose of preparing the Pangeni Technical Report, all information requested, and to the knowledge and belief of the Corporation, no such information contained any material misrepresentation as at the relevant time the relevant information was made available;
- (jj) Content of Pangeni Technical Report: To the best of the Corporation's knowledge, the Pangeni Technical Report accurately and completely sets forth all material facts relating to the Pangeni Copper Project as at the date of such report. Since the date of preparation of the Pangeni Technical Report, other than changes disclosed in the Disclosure Documents, there has been no change,

to the best of the Corporation's knowledge that would disaffirm or change any aspect of the Pangeni Technical Report in any material respect;

- (kk) NI 43-101: The Corporation is in compliance in all material respects with NI 43-101 in connection with the Properties and, other than as disclosed in the Disclosure Documents, the Corporation does not hold any interest in any other mineral property that is material to the Corporation for the purposes of NI 43-101;
- (ll) Legislation: The Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it anticipates will result in a Material Adverse Effect;
- (mm) No Defaults: Neither the Corporation nor the Subsidiaries are in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation or the Subsidiaries are a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect;
- (nn) Compliance with Employment Laws: Neither the Corporation nor the Subsidiaries has or is engaged in any unfair labour practice, and there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of the Corporation, threatened against the Corporation or the Subsidiaries, no union representation question exists respecting the employees of the Corporation or the Subsidiaries and no collective bargaining agreement is in place or currently being negotiated by the Corporation or the Subsidiaries, neither the Corporation nor the Subsidiaries has received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Corporation or the Subsidiaries carries on business or has employees, other than as disclosed in the Disclosure Documents, no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation or the Subsidiaries in excess of 24 months or equivalent compensation and all benefit and pension plans of the Corporation or the Subsidiaries are funded in accordance with applicable laws and no past service funding liability exist thereunder;
- (oo) Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drugs, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former officer, director, employee or consultant of the Corporation has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan;

- (pp) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Corporation have been accurately reflected in the books and records of the Corporation;
- (qq) Work Stoppage: There has not been, and there is not currently, any labour trouble which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect;
- (rr) Environmental Compliance:
- (i) To the best of the knowledge of the Corporation, the property, assets and operations of the Corporation and the Subsidiaries comply in all material respects with all applicable **Environmental Laws** (which term means and includes, without limitation, any and all applicable federal, provincial, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, or any **Environmental Activity** (which term means and includes, without limitation, any past or present activity, event or circumstance in respect of a **Contaminant** (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater));
 - (ii) to the best of the knowledge of the Corporation, the Corporation and the Subsidiaries have obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses currently carried on by the Corporation and the Subsidiaries, and each Environmental Permit is valid, subsisting and in good standing and, to the best knowledge of the Corporation, neither the Corporation nor the Subsidiaries is in material default or breach of any Environmental Permit and, to the best of the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit;
 - (iii) the Corporation does not have any knowledge of, and has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect, the Corporation or the Subsidiaries or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the

Corporation is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and neither the Corporation, the Subsidiaries, nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

- (iv) neither the Corporation nor the Subsidiaries has given or filed any notice under any federal, provincial or local law with respect to any Environmental Activity, neither the Corporation nor the Subsidiaries has any material liability (whether contingent or otherwise) in connection with any Environmental Activity and, to the knowledge of the Corporation, no notice has been given under any federal, state, provincial or local law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Corporation, the Subsidiaries, or the property, assets, business or operations thereof;
- (v) neither the Corporation nor the Subsidiaries stores any hazardous or toxic waste or substance on the property thereof and has not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws, and to the best of the knowledge of the Corporation, there are no Contaminants on any of the premises at which the Corporation or the Subsidiaries carry on business, in each case other than in compliance with Environmental Laws; and
- (vi) to the best of the knowledge of the Corporation, neither the Corporation nor the Subsidiaries are subject to any contingent or other material liability relating to non-compliance with Environmental Law;
- (ss) Environmental Audits: Except as disclosed in the Disclosure Documents, there are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course of business;
- (tt) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation, threatened against any of the property or assets thereof, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may result in a Material Adverse Effect or materially adversely affects the ability of any of them to perform the obligations thereof and the Corporation and the Subsidiaries are not subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority which, either separately or in the aggregate, may result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement and there are no events or

circumstances that the Corporation would reasonably expect to form the basis of any such action, suit, proceeding or investigation;

- (uu) Unlawful Payments: The Corporation has not nor, to the best knowledge of the Corporation, the Subsidiaries, any director, officer, agent, employee or other person associated with or acting on behalf of the Corporation, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;
- (vv) Anti-Money Laundering and Unlawful Payments:
 - (iv) the operations of the Corporation and the Subsidiaries are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;
 - (v) neither the Corporation nor the Subsidiaries has, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation, the Subsidiaries and their operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation; and
 - (vi) none of the Corporation, the Subsidiaries, or, to the best knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation has been or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds of the distribution of the

Shares or lend, contribute or otherwise make available such proceeds to the Corporation or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States;

- (ww) Insurance: The assets of the Corporation and its business operations are insured against loss or damage to the extent and in the amounts disclosed to the Agents, and such coverage is in full force and effect, and the Corporation has not materially breached the terms of any policies in respect thereof nor failed to promptly give any notice or present any material claim thereunder;
- (xx) Intellectual Property: The Corporation owns or possesses adequate enforceable rights to use all trademarks, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the knowledge of the Corporation, after due inquiry, the Corporation is not infringing upon the rights of any other person with respect to any such trademarks, copyrights or trade secrets and no other person has infringed any such trademarks, copyrights or trade secrets;
- (yy) Non-Arm's Length Transactions: Except as disclosed in the Disclosure Documents, the Corporation does not owe any amount to, nor has the Corporation any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act (Canada)*) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation. Except for employee or consulting arrangements made in the ordinary and normal course of business, the Corporation is not a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Corporation. Except as described in the Disclosure Documents, no officer, director, employee or securityholder of the Corporation has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation except for claims in the ordinary and normal course of the business of the Corporation such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation;
- (zz) Minute Books: The minute books of the Corporation, all of which have been or will be made available to Haywood or counsel to the Agents, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material;
- (aaa) Commission: Other than the Agents, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the Offering; and

- (bbb) No Withholding of Material Facts: The Corporation has not intentionally withheld from the Agents any material fact relating to the Corporation.

The Corporation further makes the representations, warranties and covenants applicable to it in Schedule "A" hereto.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENTS

Each Agent severally, and not jointly or jointly and severally, represents, warrants and covenants to and with the Corporation that:

- (a) it is duly qualified and registered to carry on business as a dealer in each of the jurisdictions where the sale of the Shares requires such qualification and/or registration in a manner that permits the sale of the Shares on the basis described in Section 1;
- (b) it has all requisite corporate power and authority to enter into, deliver and carry out its obligations under this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (c) it shall offer and solicit offers for the purchase of the Shares in compliance with Securities Laws and only from such persons and in such manner that, pursuant to Securities Laws, no prospectus, registration statement or similar document need be delivered or filed, other than any prescribed reports of the issue and sale of the Shares and, in the case of any jurisdiction other than the Selling Provinces, no filing or other continuous disclosure obligations will be created;
- (d) it will only make offers or sales of Shares in accordance with the terms of this Agreement and the Subscription Agreements and has not made, and will not make, any representations or warranties about the Corporation and/or the Shares other than as set out in Disclosure Documents;
- (e) it will not engage in any form of general solicitation or general advertising within the meaning of Securities Laws in connection with the offer and sale of the Shares, including but not limited to, causing the sale of the Shares to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Shares whose attendees have been invited by general solicitation or advertising, in either case in violation of Securities Laws;
- (f) it shall not provide prospective purchasers of the Shares any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws and shall not make use of any greensheet or other internal marketing document, without the consent of the Corporation; and
- (g) it will provide the Corporation on the Closing Date with all necessary information to allow the Corporation to file with the Canadian Securities Regulators reports of

the distribution of the Shares in accordance with Securities Laws and within the required time frames.

6. CLOSING DELIVERIES

The purchase and sale of the Shares shall be completed at the Closing Time at the offices of Farris LLP in Vancouver, British Columbia, or at such other place as Haywood and the Corporation may agree. At or prior to the Closing Time, the Corporation shall duly and validly deliver to Haywood one or more certificate(s) (whether in definitive form or electronic form) representing the Shares and Compensation Options, as the case may be, registered in such name or names as the Agents may notify the Corporation in writing not less than 48 hours prior to Closing Time against payment by the Agents to the Corporation, at the direction of the Corporation, in lawful money of Canada by certified cheque or wire transfer an amount equal to the aggregate purchase price for the Shares being issued and sold hereunder, less the Agents' Commission and all of the estimated out-of-pocket expenses of the Agents payable by the Corporation to the Agents in accordance with Section 18 hereof.

7. CONDITIONS OF CLOSING

Closing shall be subject to the following conditions (it being understood that the Agents may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing):

- (a) the Agents shall have received an opinion, dated the Closing Date and subject to customary qualifications, of Farris LLP, the Corporation's legal counsel, addressed to the Agents, their legal counsel and the Purchasers as to all legal matters reasonably requested by the Agents relating to the Corporation and the creation, issuance and sale of the Shares and the Compensation Options, or, instead of rendering opinions relating to the laws of the Selling Provinces other than British Columbia, the Corporation's solicitors may engage one or more legal counsel in the Selling Provinces or elsewhere to provide such local counsel opinions as may be necessary;
- (b) the Agents shall have received title opinions, dated on or before the Closing Date and subject to customary qualifications, of local counsel to the Corporation, acceptable to the Agents, with respect to title to the South Mountain Project addressed to the Agents and their legal counsel, in form and content acceptable to the Agents acting reasonably;
- (c) the Agents shall have received an opinion, dated the Closing Date and subject to customary qualifications, of Securities Law USA, PC, the Corporation's United States securities counsel, addressed to the Agents, in respect of the availability of an exemption from the registration requirements of the U.S. Securities Act for the offer and sale of the Shares in the United States as contemplated in this Agreement;

- (d) the Agents shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;
- (e) the Agents shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Agents, addressed to the Agents and their counsel to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:
 - (i) the representations and warranties of the Corporation in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time; and
 - (ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Selling Provinces has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and, to the knowledge of the officers, no proceedings, investigations or enquiries for that purpose have been instituted or are pending;
- (f) the Agents shall have received copies of the notice of articles and articles of the Corporation delivered at Closing certified by a senior officer of the Corporation to be full, true and correct copies, unamended, and in effect on the date thereof;
- (g) the Agents shall have received copies of the minutes or other records of various proceedings and actions of the Corporation's Board of Directors relating to the Offering and delivered at Closing certified by a senior officer of the Corporation to be full, true and correct copies thereof and without having been modified or rescinded as of the date thereof;
- (h) the Agents shall have received evidence of receipt of all required approvals of the TSXV in connection with the Offering;
- (i) the Shares and Compensation Option Shares, shall have been accepted for listing on the TSXV, subject only to fulfilment of the standard listing conditions of the TSXV set forth in a conditional acceptance letter;
- (j) the Agents and their counsel shall have been provided with information and documentation reasonably requested relating to their due diligence inquiries and investigations and the Agents shall be satisfied, in their sole discretion, with the results of their due diligence inquiries and investigations;
- (k) the Agents shall have received a certificate of good standing in respect of the Corporation, dated no earlier than one Business Day before the Closing Date;

- (l) the Agents shall have received certificates or lists, issued under the Securities Laws of the Reporting Provinces stating or evidencing that the Corporation is not in default under the Securities Laws of such provinces;
- (m) the Agents shall have received executed Lock-up Agreements (as defined herein);
- (n) the Agents shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date; and
- (o) the Agents shall have received any other certificates, comfort letters, opinions or industry standard documents in connection with any matter relating to the Offering which are reasonably requested by the Agents.

8. ALL TERMS TO BE CONDITIONS

The Corporation agrees that the conditions contained in Section 7 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its best efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in Section 7 shall entitle each Agent to terminate its obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing.

9. MATERIAL CHANGES

The Corporation agrees that if, between the date of this Agreement and the Closing, a material change, or a change in a material fact occurs, the Corporation will:

- (a) as soon as practicable notify the Agents in writing, setting forth the particulars of such material change;
- (b) as soon as practicable issue and file with the Canadian Securities Regulators a press release that is authorized by a senior officer disclosing the nature and substance of the material change;
- (c) as soon as practicable file with the Canadian Securities Regulators the report required by the applicable securities legislation and in any event no later than 10 days after the date on which the material change occurs; and
- (d) provide copies of that press release, when issued, and that report, when filed, to the Agents and their counsel.

10. TERMINATION OF AGREEMENT

- 10.1 In addition to any other remedies which may be available to the Agents, each Agent may terminate its obligations under this Agreement by delivering written notice to that effect to the Corporation and the other Agent at or prior to the Closing Time, if:
- (a) the Agent is not satisfied, in its sole discretion with the results of its due diligence review and investigations;
 - (b) there should develop, occur or come into effect or existence any event of any nature, including without limitation, accident, action, act of terrorism, public protest, any escalation in the severity of the COVID-19 pandemic, condition or major financial occurrence of national or international consequence or any law or regulation which, in the sole opinion of such Agent, as the case may be, adversely affects, or will or may adversely affect, or involve, the financial markets or the business, operations, affairs, prospects or financial condition of the Corporation or its material properties or subsidiaries, or the market price or value or marketability of the securities of the Corporation;
 - (c) the Corporation is in breach of, default under or non-compliance with any material representation, warrant, term, condition or covenant of this Agreement or any material representation or warranty given by the Corporation in this Agreement becomes false;
 - (d) the state of the financial markets, whether national or international, is such that in the opinion of such Agent, it would be impractical or unprofitable to offer or continue to offer the Shares for sale;
 - (e) such Agent or the Agents' counsel identifies any undisclosed adverse information regarding the Corporation as a result of their due diligence proceedings or otherwise that could reasonably be expected to have a Material Adverse Effect on the Corporation or an adverse effect on the Offering;
 - (f) there is an inquiry or investigation (whether formal or informal) by any securities regulatory authority, including without limitation the TSXV, in relation to the Corporation or any one of its officers or directors that could be reasonably expected to have a material adverse effect on the Corporation;
 - (g) any condition shall remain outstanding and uncompleted at any time after the time which it is required to be completed or waived; or
 - (h) the Agents and the Corporation mutually agree to terminate this Agreement.
- 10.2 If this Agreement is terminated by any of the Agents pursuant to paragraph 10.1, there shall be no further liability to the Corporation on the part of such Agent or of the Corporation to such Agent, except in respect of any liability which may have arisen or may thereafter arise under sections 12, 13, 14, 15 and 18. The right of the Agents or any one of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A

notice of termination given by one Agent under Section 10 shall not be binding upon the other Agent.

- 10.3 If an Agent exercises its right to terminate this Agreement, then the Corporation will immediately issue a press release setting out particulars of the termination.

11. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

The representations, warranties, covenants and indemnities of the Corporation and the Agents contained in this Agreement will survive the Closing.

12. CONSENT TO ISSUE SECURITIES

The Corporation agrees that it will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional common shares or any securities convertible into or exchangeable for Common Shares, other than issuances: (i) pursuant to the exercise of the Compensation Options; (ii) under existing director or employee stock options, bonus or purchase plans or similar share compensation arrangements as detailed in the Corporation's most recently-filed management discussion and analysis; (iii) under director or employee stock options or bonuses granted subsequently in accordance with regulatory approval; (iv) upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date; or (v) pursuant to previously scheduled property payments and/or other corporate acquisitions or pursuant to any property acquisition agreement or property option agreement entered into by the Corporation after the date hereof, from the date hereof and continuing for a period of 120 days from the Closing Date without the prior written consent of Haywood, such consent not to be unreasonably withheld or delayed

13. SALES BY OFFICER AND DIRECTORS

The Corporation will cause its officers and directors to enter into agreements (each, a "**Lock-up Agreement**") that will prohibit such persons, from selling or agreeing to sell (or announcing any intention to do so), any securities of the Corporation from the date hereof to 120 days from the Closing Date without the prior written consent of Haywood, such consent not to be unreasonably withheld.

14. ALTERNATIVE TRANSACTION

In the event that the Corporation withdraws from the Offering, after the date of this Agreement in order to complete an Alternative Transaction (which transaction is completed within six months of the withdrawal from the Offering), the Corporation shall pay to the Agents promptly upon closing the Alternative Transaction a fee equal to the maximum amount of fees otherwise payable under this Agreement calculated on the basis of the maximum offering of Shares proposed hereunder.

15. INDEMNITY

The Corporation agrees to indemnify and hold harmless the Agents, their respective subsidiaries and affiliates and their respective directors, officers, employees, partners, agents, each other person, if any, controlling the Agents, or any of their respective subsidiaries, affiliates and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**"), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the engagement of the Agents by the Corporation pursuant to this Agreement (the "**Engagement**") whether performed before or after the Corporation's execution of the Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

This indemnity shall not be available to any Indemnified Party in relation to any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's breach of agreement, gross negligence, fraud or wilful misconduct.

In the event and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that an Indemnified Party was grossly negligent, fraudulent or guilty of wilful misconduct in connection with a Claim in respect of which the Corporation has advanced funds to the Indemnified Party pursuant to this indemnity, such Indemnified Party will reimburse such funds to the Corporation and thereafter this indemnity will not apply to such Indemnified Party in respect of such Claim. The Corporation agrees to waive any right the Corporation might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify will not relieve the Corporation of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Corporation of substantive rights or defences.

No admission of liability and no settlement, compromise or termination of any Claim will be made without the Corporation's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld; provided, however, that no consent of an Indemnified Party will be required if the Corporation has acknowledged in writing that the

Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

- (a) employment of such counsel has been authorized in writing by the Corporation;
- (b) the Corporation has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim;
- (c) the named parties to any such claim include both the Corporation and the Indemnified Party and the Indemnified Party will have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Corporation and the Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Corporation;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Corporation's account, provided that the Corporation shall not be responsible for the fees or expenses of more than one legal firm in any single Jurisdiction for all of the Indemnified Parties. The rights accorded to the Indemnified Parties hereunder will be in addition to any rights an Indemnified Party may have at common law or otherwise.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless, the Corporation will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation or the Corporation's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Corporation will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by any Indemnified Parties hereunder.

The Corporation hereby constitutes the Agents as trustee for each of the other Indemnified Parties of the Corporation's covenants under this indemnity with respect to such persons and the Agents agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

16. INFORMATION

- (a) The Corporation acknowledges that the Agents will be conducting a due diligence investigation of the Corporation's business, properties, securities, management and affairs and the Corporation covenants that it will afford the Agents with access to the contracts, assets, commitments, corporate records and

other documents that the Agents may reasonably request. The Corporation also covenants to use its best efforts to secure the cooperation of the Corporation's professional advisors (including its legal advisors, independent engineers and auditors) and the Corporation consents to the use and the disclosure of information obtained during the course of the due diligence investigation (including during the due diligence conference call) where such disclosure is required by law or required by the Agents to maintain a defense to any regulatory or other civil action; and

- (b) The Agents will be entitled to rely on, and to assume, with no independent verification, the accuracy and completeness of all information furnished to them pursuant to this Section and the Agents will be under no obligation to verify, the accuracy or completeness of such information and under no circumstances will the Agents be liable to the Corporation for any damages arising out of the inaccuracy or incompleteness of any such information.

17. PUBLIC DISCLOSURE

- 17.1 The Corporation acknowledges and agrees that any and all written and oral opinions, advice, analysis and materials provided by the Agents in connection with the engagement herein is intended solely for the Corporation's benefit and internal use and the Corporation covenants and agrees that no such opinion, advice or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose whatsoever without the Agents' prior written consent in each specific instance.
- 17.2 The Corporation agrees that no public announcement or press release concerning this Agreement or any other instrument related hereto, or the relationship between the Corporation and the Agents shall be made without prior written consent of the Agents, such consent not to be unreasonably withheld.
- 17.3 The Corporation acknowledges and agrees to include the following (or similar) legend at the top of the first page of any press release made in respect of the Offering:

"NOT FOR DISTRIBUTION TO U.S. NEWSWIRE SERVICES OR FOR RELEASE, PUBLICATION, DISTRIBUTION OR DISSEMINATION DIRECTLY, OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES."

and each such press release will include the following (or similar) disclosure:

"The securities offered have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), or any U.S. state securities laws, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined under the U.S. Securities Act) absent registration or any applicable exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. This news release shall not constitute an offer to sell or the solicitation of an offer to buy securities in the United States, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful."

17.4 If the Offering is successfully completed, the Agents shall be permitted to publish, at their own expense, after giving the Corporation a reasonable opportunity to comment on the form and content thereof, such advertisements or announcements relating to the performance of services provided hereunder in such newspaper or other publications as the Agents consider appropriate, and shall further be permitted to post such advertisements or announcements on its website; provided that if requested by the Corporation, such press release shall contain the legend and disclosure set forth in Section 17.3.

18. EXPENSES

The Corporation will pay all expenses related to the Offering, including all fees and disbursements of its own legal counsel, out-of-pocket costs, printing costs and filing fees. The Corporation will pay the expenses (the "**Agents' Expenses**") reasonably incurred by the Agents in connection with the transactions contemplated herein including, without limitation, the fees and disbursements of legal counsel for the Agents, such fees of legal counsel to the Agents to a maximum of \$40,000 plus applicable taxes and disbursements. If the Agents' counsel's expenses exceed \$40,000 (excluding taxes and disbursements), the Agents shall notify the Corporation of the excess amount and the Corporation shall consent to the reasonable increase if required. All fees and expenses incurred by the Agents or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agents and shall be payable whether or not the Offering is completed. Regardless of whether the transactions contemplated herein are completed or not, the Corporation will pay the Agents' Expenses.

19. AGENTS' PARTICIPATION

19.1 The Agents will participate in the Offering as follows, unless otherwise agreed to between the Agents:

Haywood Securities Inc.	70%
Canaccord Genuity Corp.	15%
Raymond James Ltd.	15%

19.2 If any of the Agents does not arrange for the sale of its applicable percentage of the aggregate amount of the Shares at the Closing for any reason whatsoever, including by reason of section 10 hereof, the other Agent shall have the right, but shall not be obligated, to arrange for the purchase of the Shares which would otherwise have been sold by the Agent which fails to sell.

19.3 The rights and obligations of the Agents under this Agreement, including but not limited to the entitlement to the Agents' Commission, will be several (as distinguished from joint or joint and several) rights and obligations for each Agent.

19.4 Except as otherwise specifically provided in this Agreement, the rights and obligations of the Agents will be divided in the proportions in which the Agents participate in the Offering, as indicated by the respective percentages set out in paragraph 19.1 hereof.

19.5 The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Agents by Haywood who shall represent the Agents and have authority to bind the Agents hereunder, except for any waiver of a material condition under Section 7, any termination notice under Section 10, or any notice of Claim or settlement of any Claim under Section 15.

20. NOTICES

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(b) If to the Corporation, to:

BeMetals Corp.
Suite 3123 – 595 Burrard Street
Vancouver, BC V7X 1J1

Attention: John Wilton, President, CEO and Director
Email: jwilton@bemetalscorp.com

with a copy (for information purposes only and not constituting notice) to:

Farris LLP
Pacific Centre South 2500 – 700 W Georgia Street
P.O Box 10026 Vancouver, BC V7Y 1B3

Attention: Jay Sujir
Email: jsujir@farris.com

(c) If to the Agents, to:

Haywood Securities Inc.
Waterfront Centre
200 Burrard Street, Suite 700
Vancouver, BC V6C 3L6

Attention: Kevin Campbell
Email: kcampbell@haywood.com

With a copy (for information purposes only and not constituting notice) to:

Miller Thomson LLP
Suite 400 – 725 Granville Street
Vancouver, BC V7Y 1G5

Attention: Lucy Schilling
Email: lschilling@millerthomson.com

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered. Notice sent by email will be deemed to be received three hours after such notice is sent, provided that the sender has not received a non-delivery response within three hours of sending. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

21. TIME OF THE ESSENCE

Time shall, in all respects, be of the essence hereof.

22. CANADIAN DOLLARS

Unless otherwise specified hereunder, all references herein to dollar amounts are to lawful money of Canada.

23. HEADINGS

The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

24. SINGULAR AND PLURAL, ETC.

Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

25. ENTIRE AGREEMENT

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

26. SEVERABILITY

If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

27. GOVERNING LAW

This Agreement is governed by the law of British Columbia, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

28. NO FIDUCIARY DUTY

The Corporation hereby acknowledges that (i) the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Agents and any affiliate through which it may be acting, on the other hand, (ii) the Agents are acting as agent but not as fiduciary of the Corporation and (iii) the Corporation's engagement of the Agents in connection with the Offering and the process leading up to the Offering is as agent and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Agents have advised or are currently advising the Corporation on related or other matters). The Agents have not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that the Agents have rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Agents owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

29. SUCCESSORS AND ASSIGNS

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agents and their successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

30. SELLING GROUP PARTICIPATION

The Agents may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the Agents' Commission and Compensation Options.

31. FURTHER ASSURANCES

Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed 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.

32. EFFECTIVE DATE

This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

33. COUNTERPARTS

This Agreement may be executed in two or more counterparts and may be delivered by electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

Yours very truly,

HAYWOOD SECURITIES INC.

Per: "Kevin Campbell"
Authorized Signing Officer

CANACCORD GENUITY CORP.

Per: "Earle McMaster"
Authorized Signing Officer

RAYMOND JAMES LTD.

Per: "John Willett"
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth as of the date first written above.

BEMETALS CORP.

Per: "John Wilton"
Authorized Signing Officer

SCHEDULE "A"

U.S. Terms and Conditions

This is Schedule "A" to the Agency Agreement among Haywood Securities Inc., Canaccord Genuity Corp. and Raymond James Ltd. (each, an "Agent"), BeMetals Corp. (the "Corporation") made as of August 13, 2020.

As used in this schedule, the following terms shall have the meanings indicated:

Directed Selling Efforts	means directed selling efforts as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Shares;
Foreign Issuer	means "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;
General Solicitation or General Advertising	means "general solicitation" or "general advertising" (as those terms are used in Rule 502(c) of Regulation D), including but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media, on the internet or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
Offshore Transaction	means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;
Qualified Institutional Buyer	means a "qualified institutional buyer" as defined in Rule 144A;
Regulation D	means Regulation D adopted by the SEC under the U.S. Securities Act;
Regulation S	means Regulation S adopted by the SEC under the U.S. Securities Act;
Rule 144A	Means Rule 144A under the U.S. Securities Act;
SEC	means the United States Securities and Exchange Commission;
Substantial U.S. Market Interest	means "substantial U.S. market interest" as defined in Rule 902(j) of Regulation S;

U.S. Accredited Investor	means an "accredited investor" that satisfies one or more of the criteria set forth in Rule 501(a) of Regulation D under the U.S. Securities Act;
U.S. Affiliate	means Haywood Securities (USA) Inc., Canaccord Genuity LLC or Raymond James (USA) Ltd.
U.S. Exchange Act	means the United States Securities Exchange Act of 1934, as amended, including the rules and regulations adopted by the SEC thereunder;
U.S. Securities Act	means the United States Securities Act of 1933, as amended, including the rules and regulations adopted by the SEC thereunder; and
U.S. Subscription Agreement	means the final form of Subscription Agreement as agreed to by the Agent and the Corporation.

All other capitalized terms used but not otherwise defined in this Schedule "A" shall have the meanings assigned to them in the Agency Agreement to which this Schedule "A" is attached.

Representations, Warranties and Covenants of the Agent

The Agent acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, a person in the United States, except in accordance with an exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Agent, on behalf of itself and its U.S. Affiliate, as applicable, represent, warrant and covenant to and with the Issuer that:

1. The Shares are being offered and sold (a) by the Agent outside the United States in Offshore Transactions in accordance with Rule 903 of Regulation S, or (b) by the Agent through the U.S. Affiliate in the United States or to, or for the benefit or account of, U.S. Persons or persons in the United States as provided in paragraphs 2 through 15 below to U.S. Accredited Investors or Qualified Institutional Buyers in accordance with the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws. Accordingly, none of the Agent, its affiliates, nor any persons acting on its or their behalf, has made or will make (except as permitted in paragraphs 2 through 15 below) (i) any offer to sell or any solicitation of an offer to buy, any Shares in the United States or to, or for the benefit or account of, U.S. Persons or persons in the United States, (ii) any sale of Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Agent, affiliate or person acting on behalf of such purchaser reasonably believed that such purchaser was outside the United States and was not purchasing for the account or benefit of a person in the United States, or (iii) any Directed Selling Efforts.

2. All offers of Shares to persons in the United States or persons acting for the account or benefit of U.S. Persons or persons in the United States have been or will be made by the U.S. Affiliate in accordance with applicable U.S. federal and state laws and regulations governing registration and conduct of broker-dealers.
3. The U.S. Affiliate is a duly registered broker-dealer under Section 15(b) of the U.S. Exchange Act and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. in each case, on the date hereof and on the date offers and sales were or will be made in the United States.
4. Any offers or solicitations of an offer to buy the Shares that have been made in the United States or to, or for the account or benefit of, U.S. Persons or persons within the United States were or will be made only to U.S. Accredited Investors or Qualified Institutional Buyers in transactions that are exempt from registration pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act and available exemptions from registration or qualification under all applicable state securities laws.
5. Immediately prior to any offer of the Shares by the Agent, the Agent or its U.S. Affiliate had a pre-existing relationship with such offeree or purchaser and had or will have reasonable grounds to believe and did or will believe that each such offeree or purchaser was a U.S. Accredited Investor or a Qualified Institutional Buyer, and at the time of completion of each sale to any such offerees, the Agent, the U.S. Affiliate, their affiliates, and any person acting on its or their behalf had or will have reasonable grounds to believe and did or will believe at the time of completion of each sale, that each purchaser purchasing Shares and any person on behalf of whom such purchaser is acquiring Shares is a U.S. Accredited Investor or a Qualified Institutional Buyer.
6. None of the Agent or its U.S. Affiliate or any person acting on its or their behalf has used or will use any form of General Solicitation or General Advertising or has offered or will offer to sell the Shares in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.
7. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Shares except with its affiliates, any selling group members or with the prior written consent of the Issuer. It shall cause its U.S. Affiliate and each affiliate or selling group member participating in the distribution of the Shares to agree, for the benefit of the Issuer, to the same provisions contained in this Schedule "A" as apply to the Agent as if such provisions applied to such persons.
8. All purchasers of Shares shall be informed that the Shares have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and the Shares are being offered and sold to them without registration under the U.S. Securities Act in reliance upon an exemption from the registration requirement of Section 5 of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and in reliance upon exemptions from applicable state securities laws.

9. Prior to completion of any sale of the Shares in the United States, each purchaser that is in the United States or is purchasing for the account or benefit of U.S. Persons or persons in the United States or who executed their Subscription Agreement while in the United States (each, a "U.S. Purchaser") thereof will be required to execute a U.S. Subscription Agreement containing certain additional representations, warranties and covenants required to be given by U.S. Purchasers.
10. At the Closing, it will either (i) together with its U.S. Affiliate offering Shares, provide a certificate substantially in the form of Exhibit 1 to this Schedule, relating to the manner of the offer and sale of the Shares in the United States or (ii) be deemed to represent and warrant to the Issuer that none of it, any of its affiliates or any person acting on its or their behalf has offered any of the Shares in the United States or to persons who are acting for the account or benefit of U.S. Persons or persons in the United States.
11. Neither the Agent, its U.S. Affiliate, their respective affiliates nor any person acting on its or their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Shares.
12. The Agent agrees that all certificates representing the Securities sold to U.S. Purchasers as part of the Offering, and all certificates issued in exchange for or in substitution of the foregoing Securities, will bear a legend as set forth in the "Certificate of U.S. Purchasers" included in the U.S. Subscription Agreement.
13. At least one business day prior to the Closing Time, it will provide the Issuer and the Issuer's transfer agent with a list of all purchasers of the Securities that are U.S. Purchasers.
15. Each offeree has been or will be provided with a copy of the Subscription Agreement and no other written material has been or will be used in connection with the offer and sale of Shares in the United States.
16. The Agent represents and warrants that with respect to Shares to be sold in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, none of it, the U.S. Affiliate, or any of its or the U.S. Affiliate's directors, executive officers, general partners, managing members or other officers participating in the Offering, or any other person associated with the Agent or the U.S. Affiliate who will receive, directly or indirectly, remuneration for solicitation of Subscribers pursuant to Rule 506(b) of Regulation D (each, a "Dealer Covered Person" and, together, "Dealer Covered Persons"), is subject to any Disqualification Event (as defined below) except for a Disqualification Event (i) covered by Rule 506(d)(2)(i) of Regulation D and (ii) a description of which has been furnished in writing to the Issuer prior to the date hereof or, in the case of a Disqualification Event occurring after the date hereof, prior to the Closing Date.
17. The Agent represents that it is not aware of any person other than a Dealer Covered Person that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with the sale of any Shares pursuant to Rule 506(b) of Regulation D. It will notify the Issuer, prior to the Closing Date

of any agreement entered into between it and any such person in connection with such sale.

18. The Agent will notify the Issuer, in writing, prior to the Closing Date, of (i) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Issuer in accordance with Section 16, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.

Representations, Warranties and Covenants of the Issuer

The Issuer represents, warrants, covenants and agrees to and with the Agent and the U.S. Affiliate that:

1. The Issuer is not, and as a result of the sale of the Securities contemplated hereby will not be, an “investment company” as defined in the United States Investment Company Act of 1940, as amended.
2. Except with respect to offers and sales to U.S. Accredited Investors or Qualified Institutional Buyers who are in the United States, or purchasing for the account or benefit of any U.S. Person or person in the United States, in reliance upon an exemption from registration under Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, neither the Issuer nor any of its affiliates, nor any person acting on its or their behalf, has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Shares to, or for the account or benefit of, any person in the United States; or (B) any sale of Shares unless, at the time the buy order was or will have been originated, the purchaser is not purchasing for the account or benefit of any person in the United States and is (i) outside the United States or (ii) the Issuer, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
3. Neither the Issuer nor any of their affiliates, nor any person acting on their or its behalf (except the Agent, its affiliates and any person acting on any of their behalf, as to which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Shares.
4. During the period in which the Shares are offered for sale, none of the Issuer, its affiliates or any person acting on its or their behalf (except the Agent, its affiliates and any person acting on any of their behalf, as to which no representation is made) (i) has engaged or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of the Shares in the United States or (ii) has made or will make any Directed Selling Efforts in the United States.
5. Neither the Issuer nor any of its affiliates has offered or sold, for a period of six months prior to commencement of the offering of the Shares, and will not offer or sell, any securities in a manner that would be integrated with the offer and sale of the Shares and would cause the exemption from registration set forth in Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Shares.

6. None of the Issuer or any of its affiliates or any person acting on its or their behalf has offered or sold or will offer or sell any of the Shares sold pursuant to the Offering except through the Agent or its U.S. Affiliate in accordance with this Schedule.
7. If required, the Issuer shall cause a Form D to be filed with the SEC within 15 days of the first sale of Shares in the United States in reliance upon Regulation D and shall make such other filings as shall be required by applicable state securities laws to secure exemption from registration under such securities laws for the sale of the Shares in such states.
8. Neither the Issuer nor any of the predecessors or affiliates thereof has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D concerning the filing of notice of sales on Form D.
9. With respect to Shares to be offered and sold hereunder in reliance on Rule 506 of Regulation D (the "**Regulation D Securities**"), none of the Issuer, any of its predecessors, any affiliated issuer, any director, executive officer or other officer of the Issuer participating in the offering, any beneficial owner of 20% or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Issuer in any capacity at the time of sale of the Shares (but excluding the Agent and its U.S. Affiliates, as to whom no representation, warranty or covenant is made) (each, an "**Issuer Covered Person**" and, collectively, the "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under Regulation D (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. The Issuer has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. If applicable, the Issuer has complied with its disclosure obligations under Rule 506(e) under Regulation D and has furnished to the Agent and its U.S. Affiliate a copy of any disclosures provided thereunder.
10. The Issuer does not have a class of securities registered pursuant to Section 12 of the U.S. Exchange Act or have a reporting obligation pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended.
11. The Company is, and as of the Closing Time will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Shares.

EXHIBIT 1 TO SCHEDULE A

EXHIBIT 1

FORM OF AGENT'S AND U.S. AFFILIATE'S CERTIFICATE

In connection with the offering of common shares (the “**Shares**”) of BeMetals Corp. (the “**Issuer**”) pursuant to the agency agreement (the “**Agency Agreement**”), dated August 13, 2020, among the Issuer, Haywood Securities Inc., Canaccord Genuity Corp. and Raymond James Ltd. (each, an “**Agent**”), the undersigned Agent and its U.S. broker-dealer affiliate, [**Name of US broker-dealer affiliate**] (the “**U.S. Affiliate**”), hereby certify as follows:

- (a) the Shares have been offered and sold in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States through the Agent's U.S. Affiliate, which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the securities laws of each U.S. state in which such offers and sales were made (unless exempted from the respective U.S. state's broker-dealer registration requirements) and was and is a member in good standing with the Financial Industry Regulatory Authority, Inc. (“**FINRA**”);
- (b) all offers and sales of the Shares in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons were made through the U.S. Affiliate in accordance with all applicable federal and states laws and regulations governing the registration and conduct of securities brokers and dealers and the rules of FINRA;
- (c) immediately prior to making any offer or sale of the Shares in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons, we had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor or a Qualified Institutional Buyer, and, on the date hereof, we continue to believe that each such person is a U.S. Accredited Investor or a Qualified Institutional Buyer;
- (d) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Shares to persons in the United States or to, or for the account or benefit of, persons in the United States, nor have the Shares been offered or sold by us in any manner involving a public offering within the meaning of section 4(a)(2) of the U.S. Securities Act;
- (e) the offering of the Shares in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons has been conducted by us through the U.S. Affiliate in accordance with the Agency Agreement, including Schedule “A” thereto;
- (f) prior to the sale of Shares to persons in the United States or to, or for the benefit or account of, persons in the United States or U.S. Persons, we

caused each such U.S. purchaser to execute a U.S. Subscription Agreement; and

- (g) neither we, nor our affiliates nor any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Shares.

Terms used in this certificate have the meanings given to them in Schedule "A" to the Agency Agreement unless otherwise defined herein.

DATED this ____ day of _____, 2020.

[Name of Agent]

Per: _____
Name:
Title:

[Name of US broker-dealer affiliate]

Per: _____
Name:

SCHEDULE "B"

SUBSIDIARIES

Name	Jurisdiction of Formation	Beneficial Equity/ Voting Ownership
BQ FinanceCo Corp.	British Columbia, Canada	100%
BQ AcquisitionCo Corp.	British Columbia, Canada	100%
BeMetals USA Corp.	Delaware, USA	100%