NICKEL CREEK PLATINUM CORP.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

OF SHAREHOLDERS

and

MANAGEMENT INFORMATION CIRCULAR

To be held on

June 25, 2026

Offices of Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario, Canada, M5L 1B9

11:00 A.M. (Eastern Daylight Time)

Nickel Creek Platinum Corp.
Suite 202 – 2896 South Sheridan Way
Oakville, Ontario, Canada, L6J 7T4
Tel: (416) 304-9316   Fax: (416) 583-2438
www.nickelcreekplatinum.com

Unless otherwise stated, the information herein is given as of May 8, 2026.

TABLE OF CONTENTS

Dear Shareholder:

It is my pleasure to invite you to our 2026 annual general and special meeting of shareholders of Nickel Creek Platinum Corp. (the "**Company**") on Thursday June 25, 2026 at 11:00 a.m. (Eastern Daylight Time) (the "**Meeting**"). The Meeting will be held at the offices of Stikeman Elliott LLP, which are located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario.

The Meeting is your opportunity to vote on various items of business and hear first-hand about our operations, our performance over the past year and our future plans. Please take some time to read the accompanying management information circular because it includes important information about the Meeting, voting, the director nominees, the company's governance practices and how the company compensates its executives and directors.

Your vote is very important. You can vote online or by phone, fax or mail in advance of the Meeting.

Thank you for your continued support as we move our company forward.

Yours sincerely,

"Stuart Harshaw"

Stuart Harshaw
President, Chief Executive Officer and Director

Toronto, Ontario
May 8, 2026

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the "**Meeting**") of the holders of common shares (the "**Shareholders**") of Nickel Creek Platinum Corp. ("**Nickel Creek Platinum"** or the "**Company**") will be held at the offices of Stikeman Elliott LLP located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario at 11:00 a.m. (Eastern Daylight Time) on Thursday June 25, 2026, for the following purposes:

1. to receive the audited consolidated financial statements of Nickel Creek Platinum for the fiscal year ended December 31, 2025 (with comparative statements relating to the preceding fiscal period) together with the report of the auditors thereon;
2. to fix the number of directors of Nickel Creek Platinum at five for the ensuing year;
3. to elect five directors of Nickel Creek Platinum for the ensuing year;
4. to appoint auditors and authorize the directors to fix their remuneration;
5. to consider, and if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Company's Share-Based Compensation Plan, as amended, and all unallocated entitlements;
6. to consider, and if deemed advisable, to pass, an ordinary resolution of disinterested shareholders ratifying, confirming and approving the issuance of certain stock options and deferred share units issued by the Company to insiders in excess of the insider participation limits set out in the Company's Share-Based Compensation Plan; and
7. to transact such other business as may properly come before the Meeting or any adjournment thereof.

The accompanying management information circular provides detailed information relating to the matters to be dealt with at the Meeting and forms part of this Notice.

Only Shareholders of record on May 6, 2026 will be entitled to receive notice of and to vote at the Meeting or at any adjournment thereof.

Whether or not you expect to attend the Meeting or any adjournment thereof, PLEASE SIGN, DATE AND RETURN THE ENCLOSED PROXY PROMPTLY IN THE ENCLOSED ENVELOPE. Your promptness in returning the proxy will assist in the expeditious and orderly processing of proxies and will ensure that your Nickel Creek Platinum common shares are represented. Please note that you may vote in person at the Meeting or any adjournment thereof even if you have previously returned the proxy.

DATED at the City of Toronto, in the Province of Ontario, as of the 8th day of May, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

"Stuart Harshaw"

Stuart Harshaw
President, Chief Executive Officer and Director

Registered Shareholders are requested to date, sign and return the accompanying form of proxy for use at the Meeting or at any adjournment thereof, whether or not they are able to attend personally. To be effective, proxies must be received by Computershare Investor Services Inc., Proxy Dept., 320 Bay Street, 14th Floor, Toronto, Ontario M5H 4A6 by 11:00 a.m. (Eastern Daylight Time) on June 23, 2026.

If you are a non-registered Shareholder and receive these materials through your broker or through another intermediary, please complete and return the voting instruction form in accordance with the directions provided to you by your broker or other intermediary. Failure to do so may result in your Nickel Creek Platinum common shares not being voted by proxy at the Meeting. Please refer to page 2 of the attached management information circular for a more detailed description on returning voting instruction forms by non-registered Shareholders.

2026 MANAGEMENT INFORMATION CIRCULAR

THIS MANAGEMENT INFORMATION CIRCULAR (THIS "CIRCULAR") IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY MANAGEMENT OF NICKEL CREEK PLATINUM CORP. ("**Nickel Creek Platinum**" or the "**Company**") of proxies to be used at the annual general and special meeting of shareholders (the "**Meeting**") and any adjournment thereof, to be held at the offices of Stikeman Elliott LLP at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario at 11:00 a.m. (Eastern Daylight Time) on June 25, 2026, for the purposes set forth in the enclosed Notice of Meeting.

Unless otherwise stated, all information in this Circular is current as of May 8, 2026. All dollar figures are in Canadian dollars, except as noted.

NOTICE AND ACCESS PROCESS

The Company is using the notice and access model ("**Notice and Access**") provided under National Instrument 54–101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") for the delivery of the Notice of Meeting, this Circular, the audited consolidated annual financial statements of Nickel Creek Platinum for the year ended December 31, 2025 and the accompanying management's discussion and analysis ("**MD&A**") thereon (collectively, the "**Meeting Materials**") to the shareholders of the Company (the "**Shareholders**") of record on May 6, 2026. The Company has adopted the Notice and Access delivery model in order to further the Company's commitment to environmental sustainability and to reduce printing and mailing costs.

Under Notice and Access, instead of receiving printed copies of the Meeting Materials, Shareholders receive a Notice and Access notification containing details regarding the date, location and purpose of the Meeting, as well as information on how they can access the Meeting Materials electronically, which are available under the Company's SEDAR+ profile at www.sedarplus.ca ("SEDAR+") and on the Company's website at https://www.nickelcreekplatinum.com/. Shareholders with existing instructions on their account to receive printed materials will receive a printed copy of the Meeting Materials.

Requesting Printed Meeting Materials

Shareholders can request that printed copies of the Meeting Materials be sent to them by postal delivery at no cost to them for up to one year from the date of the filing of this Circular.

Registered Shareholders (as defined below) may make their request by telephone at 1.833.304.9315 or by e-mail: info@nickelcp.com. A "Registered Shareholder" is a Shareholder whose name appears on the Company's list of registered shareholders (each, a "**Registered Shareholder**").

Non-Registered Shareholders (as defined below) may make their request online at www.proxyvote.com or by telephone at 1.877.907.7643 by entering the 16-digit control number located on their voting instruction form and following the instructions provided. Non-registered shareholders without a 16-digit control number can call English toll free 1-844-916-0609 (or 1-303-562-9305 from outside North America) or French toll-free 1-844-973-0593 (or 1-303-562-9306 from outside North America).

To receive printed copies of the Meeting Materials in advance of the proxy deposit deadline date and the date of the Meeting, Nickel Creek Platinum must receive requests for printed copies at least seven business days in advance of the proxy deposit deadline date and time.

GENERAL PROXY INFORMATION

Solicitation of Proxies

Proxies will be solicited primarily by mail and may also be solicited personally or by telephone or any form of electronic communication by the employees, directors and/or officers of Nickel Creek Platinum, as applicable, at nominal cost. The cost of solicitation will be borne by the Company.

The Company may also pay any reasonable costs incurred by persons who are the registered but not beneficial owners of the common shares in the capital of Nickel Creek Platinum (the "**Shares**") (such as brokers, dealers, other registrants under applicable securities laws, nominees and/or custodians) in sending or delivering copies of this Circular, the Notice of Meeting and form of proxy (the "**Proxy**") to the beneficial owners of such Shares. The Company will provide, without cost to such persons, upon request to the Chief Financial Officer of Nickel Creek Platinum, additional copies of the foregoing documents required for this purpose.

No person is authorized to give any information or to make any representation concerning the Meeting other than those contained in this Circular and, if given or made, such information or representation should not be relied upon as having been authorized.

Appointment of Proxies

The persons named in the accompanying Proxy are directors and/or officers of Nickel Creek Platinum. **A Shareholder desiring to appoint some other person or company (who need not be a Shareholder) to represent the Shareholder at the Meeting has the right to do so, either by striking out the names of those persons named in the accompanying Proxy and inserting the desired person's name in the blank space provided in the Proxy or by completing another proper form of proxy. A Registered Shareholder wishing to be represented by Proxy at the Meeting, in all cases, must deposit the completed Proxy with Nickel Creek Platinum's registrar and transfer agent, Computershare Investor Services Inc., Proxy Dept. 320 Bay Street, 14th Floor, Toronto, Ontario M5H 4A6 ("Computershare")**. To be effective, a Proxy must be received not later than 48 hours (excluding Saturdays, Sundays and holidays) preceding the time of the Meeting at which the Proxy is to be used or, if adjourned, any reconvening thereof. A Proxy must be executed by the Shareholder or his or her attorney duly authorized in writing or, if the Shareholder is a corporation, by an officer or attorney thereof duly authorized.

Non-Registered Shareholders

Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders of the Company are "Non-Registered" Shareholders because the Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Shares. More particularly, a person is not a Registered Shareholder in respect of Shares which are held on behalf of the person (the "**Non-Registered Shareholder**") but which are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Shareholder deals with in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self- administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as the Canadian Depository for Securities Limited ("**CDS**")) of which the Intermediary is a participant. In accordance with the requirements of NI 54-101, the Company has distributed copies of the Meeting Materials to the clearing agencies and Intermediaries for onward distribution to Non-Registered Shareholders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Shareholders unless a Non-Registered Shareholder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Shareholders. The Company does not intend to pay for the Intermediaries to deliver the Notice and Access notification or Meeting Materials to Non-Registered Shareholders who have waived the right to receive them and, as a result, such Non-Registered Shareholders will not be sent paper copies of such Notice and Access notification or Meeting Materials unless their Intermediary assumes the costs.

Generally, Non-Registered Shareholders who have not waived the right to receive Meeting Materials will have received, as part of the Meeting Materials, a voting instruction form which must be completed, signed and delivered by the Non-Registered Shareholder in accordance with the directions on the voting instruction form. Voting instruction forms sent by Broadridge permit the completion of the voting instruction form by telephone or through the Internet at www.proxyvote.com.

The purpose of this procedure is to permit Non-Registered Shareholders to direct the voting of the Shares that they beneficially own. Should a Non-Registered Shareholder who receives one of the above forms wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should follow the instructions on the voting form to indicate that he or she (or such other person) will attend and vote at the Meeting. **Non-Registered Shareholders should carefully follow the instructions contained in the voting instruction form of their Intermediaries and their service companies and contact them directly with any questions regarding the voting of Shares owned by them.**

Revocation of Proxies

A Registered Shareholder who has given a Proxy may revoke it insofar as it has not been exercised. A Proxy may be revoked by an instrument in writing executed by the Registered Shareholder or by his or her attorney authorized in writing or, if the Registered Shareholder is a company, under its corporate seal by an officer or authorized attorney thereof, indicating the capacity under which such officer or attorney is signing and deposited at the registered office of Nickel Creek Platinum at 2700-666 Burrard Street, Vancouver, British Columbia, V6C 2X8, at any time not less than 48 hours (excluding Saturdays, Sundays and holidays) preceding the time of the Meeting at which the Proxy is to be used, or, if adjourned, any reconvening thereof. A Proxy may also be revoked in any other manner permitted by law. A Registered Shareholder attending the Meeting has the right to vote in person and, if he or she does so, his or her Proxy is nullified with respect to the matters such person votes upon and any subsequent matters thereafter to be voted upon at the Meeting. **Only Registered Shareholders have the right to revoke a Proxy. Non-Registered Shareholders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective Intermediaries to change their vote and if necessary, change their decision to attend and vote at the Meeting. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation**.

Exercise of Discretion by Proxies

Shares represented by properly executed Proxies given in favour of the persons designated in the printed portion of the accompanying Proxy at the Meeting will be voted or withheld from voting in accordance with the instructions contained therein on any ballot that may be called for and, if a Shareholder specifies a choice with respect to any matter to be acted upon at the Meeting, the Shares represented by the Proxy shall be voted accordingly. **Where no choice is specified, the Proxy will confer discretionary authority and will be voted in favour of each matter for which no choice has been specified**.

The enclosed Proxy when properly completed and delivered and not revoked also confers discretionary authority upon the person appointed proxy thereunder to vote with respect to any amendments or variations of matters identified in the Notice of Meeting and with respect to other matters which may properly come

before the Meeting. At the time of printing this Circular, management of Nickel Creek Platinum knows of no such amendments, variations or other matters to come before the Meeting. However, if any other matters which are not known to the management of Nickel Creek Platinum should properly come before the Meeting, the Shares represented by proxies given in favour of management nominees will be voted in accordance with the best judgment of the nominee.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

No Person who is or has been a director or executive officer of Nickel Creek Platinum at any time since the commencement of the Company's last financial year or any proposed nominee of management for election as a director of Nickel Creek Platinum, nor any associate or affiliate of the foregoing persons or companies has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting, except as disclosed in this Circular. For the purpose of this paragraph, "Person" shall include each person: (a) who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year; or (b) who is an associate or affiliate of a person included in subparagraph (a).

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

As of the Record Date (defined below) there were 7,050,820 Shares issued and outstanding, each Share carrying the right to one vote. The Company has no other classes of voting securities.

The board of directors of Nickel Creek Platinum (the "**Board**" or the "**Board of Directors**") has set May 6, 2026 as the record date (the "**Record Date**") for the determination of Shareholders entitled to vote at the Meeting. Only Shareholders of record at the close of business on the Record Date who either personally attend the Meeting or have completed and delivered a Proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their Shares voted at the Meeting.

The Articles of the Company (the "**Articles**") provide that the quorum for the transaction of business at a meeting of Shareholders is two persons present who are, or represent by proxy, Shareholders holding, in the aggregate, at least five percent of the issued and outstanding Shares entitled to vote at the Meeting. Except as otherwise stated in this Circular, a simple majority of the votes cast at the Meeting, whether in person, by Proxy or otherwise, will constitute approval of any matter submitted.

On a show of hands, every individual who is present as a Registered Shareholder or as a representative of a Registered Shareholder will have one vote (no matter how many Shares such Registered Shareholder holds). On a poll, every Registered Shareholder present in person or represented by a Proxy, and every person who is a representative of a Registered Shareholder, will have one vote for each Share registered in the name of the Registered Shareholder on the list of Registered Shareholders, which is available for inspection during normal business hours at Computershare and at the Meeting. Registered Shareholders represented by proxyholders are not entitled to vote on a show of hands.

To the knowledge of the Board of Directors and executive officers of the Company, the only person who beneficially owns, or controls or directs, directly or indirectly, Shares carrying 10% or more of the voting rights attached to all outstanding Shares, and the approximate number of Shares so owned, controlled or directed, and the percentage of voting shares of the Company represented by such Shares, is as follows:

Name of Shareholder	Number of Shares Owned (1)	Percentage of Issued and Outstanding Shares	Number of Shares Beneficially Owned (1), (2)	Percentage of Issued and Outstanding Shares (Partially Diluted Basis)
Electrum Strategic Opportunities Fund L.P. ("**Electrum**")	3,446,826	48.9%	4,169,715(3)	53.6%

(1) Based on information extracted from insider reports filed by insiders and made publicly available on the Canadian System for Electronic Disclosure by Insiders.
(2) All calculations shown on a partially-diluted basis give effect to convertible securities exercisable for Shares within 60 days that are owned by the named shareholder.
(3) As of the Record Date, Electrum beneficially owns, controls or directs 3,446,826 Shares and 722,889 common share purchase warrants. Excluding common share purchase warrants, Electrum owns 48.9% of the issued and outstanding Shares.

The Shares are listed on the TSX Venture Exchange ("**TSXV**") and trade under the symbol "NCP". The Shares also trade on the OTCQB market in the United States ("**US**") under the symbol "NCPCF**"**.

STATEMENT OF EXECUTIVE COMPENSATION

In accordance with the provisions of applicable securities legislation, the Company had two "Named Executive Officers" ("**NEOs**") during the financial year ended December 31, 2025, namely: (i) Stuart Harshaw, President and Chief Executive Officer ("**CEO**"); and (ii) Joe Romagnolo, Senior Vice President and Chief Financial Officer ("**CFO**"). Set out below are particulars of compensation paid to the NEOs of the Company.

Compensation Discussion and Analysis

Compensation philosophy, objectives and process

The primary goal of the Company's executive compensation process is to attract and retain the key executives necessary for the Company's long-term success, to encourage executives to further the development of the Company and its operations, and to motivate top quality and experienced executives. The Board meets to discuss and determine management compensation, with reference to relevant objectives, criteria and analysis. The general objectives of the Company's compensation strategy are to:

- compensate management in a manner that encourages and rewards a high level of performance and results with a view to increasing long-term Shareholder value;
- align management's interests with the long-term interests of Shareholders;
- provide a compensation package that is commensurate with other comparable mineral exploration stage companies to enable us to attract and retain talent; and
- ensure that the total compensation package is fair and reasonable and is designed in a manner that takes into account the fact that the Company is a mineral exploration company without a history of earnings.

The Board relies on (i) the experience of its members, as officers and directors with other mining companies, (ii) public compensation data, and (iii) periodically, the expertise of compensation consulting firms in assessing compensation levels and ensuring that the Company's practices are in line with other comparable companies. For additional information, see "Statement of Corporate Governance Practices – Compensation Committee".

Compensation for NEOs is composed primarily of three components: base salary, annual incentives and long-term incentives, principally in the form of stock options ("**Options**") and deferred share units ("**DSUs**").

There are no formal policies regarding cash and non-cash elements of the Company's compensation program. The Board is of the view that all elements should be considered, rather than any single element. The Company does not provide the executive officers with personal benefits and does not provide any additional compensation to NEOs for serving on the Board.

Share-Based Awards

The Company operates in a competitive environment and its performance depends on the quality of its employees. The Compensation Committee of the Board (the "**Compensation Committee**") has the responsibility to administer compensation policies related to executive management of the Company, including share-based awards.

All share-based awards granted by the Company are issued under, and governed by, the Company's share-based compensation plan, which was last approved by the Shareholders on June 24, 2025 (the "**Share-Based Compensation Plan**"). Awards under the Share-Based Compensation Plan provide an additional incentive to work toward long-term Company performance. See "*Securities Authorized for Issuance under Equity Compensation Plan – Description of Share-Based Compensation Plan*" below.

Under the Share-Based Compensation Plan, share-based awards are granted based on the level of responsibility of the executive, as well as his or her expected contribution to the longer-term operating performance of the Company. Performance-based criteria may include (but are not limited to): the completion of major milestones with respect to technical work on the Company's core nickel-copper-platinum group metals-cobalt project located in the Yukon (the "**Nickel Shäw Project**"); financing transactions; implementation of policies, practices and procedures aimed at enhancing Company-wide risk management; and managing relationships with key community constituents.

In determining the number of share-based awards to be granted to the executive officers, the Board (after receiving recommendations of the Compensation Committee) takes into account the number of share-based awards, if any, previously granted to each executive officer and the exercise price of any outstanding share-based awards to ensure that such grants comply with the policies of the TSXV and closely align the interests of the executive officers with the interests of the Shareholders.

The Company is not providing a share performance graph as required under Item 2.2 of Form 51-102F6 as it is a venture issuer.

Risk Assessment and Oversight

Commensurate with companies of a similar size and at a similar stage of exploration and development, during the Company's financial year ended December 31, 2025, the Board did not consider the implications of the risks associated with the Company's compensation policies and practices.

Prohibitions on Hedging and Speculation

NEOs and directors of the Company are not permitted to purchase financial instruments such as options, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director. Other restrictions on trading under the Company's share trading policy include a prohibition on short-term speculation and a restriction on the number of Shares of the Company that can be sold by Company personnel in any one day. Company personnel and directors are required to advise the CEO (or a person designated by the CEO) whenever he or she intends to trade, directly or indirectly, in the Company's securities.

Summary Compensation Table

The following table sets forth all annual compensation for services in all capacities to the Company for each of the past three financial years of the Company in respect of the NEOs holding a position with the Company in 2025.

Name and principal position	Year	Salary ($)[(1)]	DSUs ($)[(2)]	Option-based awards ($)[(3)]	Non-equity incentive plan compensation ($)		Pension value ($)	All other compensation ($)	Total compensation ($)
					Annual incentive plans	Long-term incentive plans			
Stuart Harshaw President and Chief Executive Officer	2025 2024 2023	140,000 186,667 280,000	12,250 Nil Nil	50,875 Nil 282,200	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	203,125 186,667 562,200
Joe Romagnolo Senior Vice President and Chief Financial Officer	2025 2024 2023	125,000 166,667 250,000	12,250 Nil Nil	29,071 Nil 144,000	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	166,321 166,667 394,000

(1) Effective May 1, 2024, the officers voluntarily reduced their salaries on a temporary basis by 50%. See Termination and Change of Control Benefits section below for additional details.

(2) Officers received 25,000 DSUs as part of the Company's annual equity compensation program and the share price at time of grant was $0.49.

(3) Option-based awards are Options and the figures shown are based on the fair value estimated at the date of grant using the Black-Scholes pricing model under the following assumptions: (i) risk free weighted average interest rate of 2.59% to 3.82%; (ii) expected dividend yield of 0%; (iii) average expected volatility of 104% to 128%; and (iv) an expected term of 3.0 years. The Black-Scholes pricing model was used to estimate the fair value as it is the most accepted methodology.

NEOs: Incentive Plan Awards – Outstanding Option-Based Awards

The following table sets forth details regarding the option-based awards for each NEO as at December 31, 2025.

	Option-based Awards			
Name	Number of securities underlying unexercised awards	Exercise price ($)	Expiration Date	Aggregate value of unexercised in-the-money awards ($)
Stuart Harshaw	140,000 Options	0.49	May 6, 2028	428,400
Joe Romagnolo	80,000 Options	0.49	May 6, 2028	244,800

NEOs: Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth details of the value vested or earned for all incentive plan awards during the financial year ended December 31, 2025 by each NEO.

Name	Option-based awards – value vested during the year ($)[1]	DSUs – value vested during the year ($)[2]	Non-equity incentive plan compensation – value earned during the year ($)
Stuart Harshaw	Nil	12,250	Nil
Joe Romagnolo	Nil	12,250	Nil

(1) Options granted to officers in 2025 vested upon issuance and results in $nil value.
(2) Officers received a one-time grant of 25,000 DSUs as part of the Company's annual equity compensation program and the share price at time of grant was $0.49.

Pension Plan Benefits

The Company does not have a pension plan that provides for retirement benefits to the NEOs.

Termination and Change of Control Benefits

Nickel Creek Platinum has ongoing employment agreements with Mr. Harshaw and Mr. Romagnolo (each, an "**Employment Agreement**", and together, the "**Employment Agreements**").

Employment Agreement – Stuart Harshaw, President and CEO

Effective October 19, 2020 and amended on April 1, 2021, the Company entered into an Employment Agreement with Mr. Harshaw, Nickel Creek Platinum's President and CEO. In such capacity, Mr. Harshaw oversees, among other things, the day-to-day managerial functions of the business of Nickel Creek Platinum, including but not limited to reporting directly to the Board, reviewing all business opportunities, conducting negotiations and Shareholder contacts, and performing the duties and responsibilities generally associated with being the most senior executive of a public corporation.

Under the terms of the Employment Agreement, in the event that Mr. Harshaw is terminated without cause, Mr. Harshaw will be entitled to the maximum severance of 12 months and (ii) continuation of benefits coverage for period of six months plus one month per completed year of service to a maximum of 18 months.

If there is a Change of Control (defined below) and within 12 months of such Change of Control, (a) the Company terminates his Employment Agreement without cause, or (b) any other Triggering Event (defined below) occurs and Mr. Harshaw elects to terminate his Employment Agreement within three months of such Triggering Event, he will be entitled to the following: (i) a lump sum amount equal to 1.5 times his annual base salary (18 months' salary); and (ii) continuation of benefits coverage for period of 18 months.

Effective May 1, 2024, Mr. Harshaw's annual salary was voluntarily reduced on a temporary basis by 50% from $280,000 ("**CEO's Former Remuneration**") to $140,000. Mr. Harshaw at his discretion has the authority to terminate this amending employment agreement dated May 1, 2024 and revert to the Employment Agreement dated April 1, 2021 after giving three months written notice.

All other terms and conditions of the Employment Agreement shall remain unchanged and any amounts required to be paid for termination without cause and Change of Control shall continue to be calculated using the CEO's Former Remuneration.

Employment Agreement – Joe Romagnolo, Senior Vice President and CFO

Effective August 15, 2016, the Company entered into an Employment Agreement with Mr. Romagnolo, Nickel Creek Platinum's CFO. Under the terms of the Employment Agreement, in the event that Mr. Romagnolo is terminated without cause, Mr. Romagnolo will be entitled to the following: (i) a lump sum amount equal to his annual base salary (12 months' salary) plus one month's salary per completed year of service to a maximum 24 months of salary; and (ii) a lump sum equal to the greater of the product of the bonus received in the previous fiscal year or the average of the bonuses received in the three fiscal years preceding the date of termination divided by 12 months and then multiplied by the number of months' salary calculated in (i).

If there is a Change of Control and within 12 months of such Change of Control, (a) the Company terminates his Employment Agreement without cause, or (b) any other Triggering Event occurs and Mr. Romagnolo elects to terminate his Employment Agreement within three months of such Triggering Event, he will be entitled to the following: (i) a lump sum amount equal to two times his annual base salary; and (ii) a lump sum equal to the greater of the product of the bonus received in the previous fiscal year or the average of the bonuses received in the three fiscal years preceding the date of termination divided by 12 months and then multiplied by 24 months.

Effective May 1, 2024, Mr. Romagnolo's annual salary was voluntarily reduced on a temporary basis by 50% from $250,000 ("**CFO's Former Remuneration**") to $125,000. Mr. Romagnolo at his discretion has the authority to terminate this amending employment agreement dated May 1, 2024 and revert to the Employment Agreement dated August 15, 2016 after giving three months written notice.

All other terms and conditions of the Employment Agreement shall remain unchanged and any amounts required to be paid for termination without cause and Change of Control shall continue to be calculated using the CFO's Former Remuneration.

A "**Change of Control**" is generally defined in the Employment Agreements as: (i) any group of two or more persons acting jointly or in concert as a single control group acquiring the right to exercise control or direction over 50% or more of the then issued and outstanding voting securities of the Company; (ii) sale, assignment, lease or other disposition of more than 50% of the assets of the Company to a person or any group of two or more persons acting jointly in concert; (iii) the occurrence of a transaction requiring approval of the Shareholders whereby the Company is acquired involving all of the Company's voting securities, purchase of assets or statutory arrangement; or (iv) any sale, lease, exchange or other disposition of all or substantially all of the Company's assets.

"**Triggering Event**" means the occurrence of any of the following events, without the executive's consent: (i) a material reduction in the executive's title, duties or responsibilities or any failure to re-elect or re-appoint him or her to any such title, duties or offices; (ii) a material reduction in salary or the executive's benefits; (iii) a material breach by the Company of the Employment Agreement; (iv) the executive's employment with the Company is terminated without cause; and (v) any action or event that would constitute a constructive dismissal of the executive at common law.

Estimated Incremental Payment on Termination

Termination of Employment without Cause

Assuming termination without cause occurred on December 31, 2025, the following table summarizes the estimated incremental payments to Mr. Harshaw and Mr. Romagnolo.

Name	Severance period	Salary value ($)	Bonus value ($)	Benefits coverage value ($)	Vested option-based awards value ($)	DSU award ($)	Total estimated incremental payment ($)
Stuart Harshaw	12 months	280,000	N/A	7,479	N/A	N/A	287,479
Joe Romagnolo	21 months	437,500	N/A	N/A	N/A	N/A	437,500

Termination of Employment Following Change of Control

Assuming termination of employment following Change of Control occurred on December 31, 2025, the following table summarizes the estimated incremental payments to Mr. Harshaw and Mr. Romagnolo.

Name	Severance period	Salary value ($)	Bonus value ($)	Benefits coverage value ($)	Vested option-based awards value ($)	DSU award ($)	Total estimated incremental payment ($)
Stuart Harshaw	18 months	420,000	N/A	12,238	N/A	N/A	432,238
Joe Romagnolo	24 months	500,000	N/A	N/A	N/A	N/A	500,000

Director Compensation

The Board has established and adopted compensation guidelines for its non-NEO directors, which are reviewed on an annual basis. The fees are paid to non-NEO directors for participation on the Board and Board committees.

In June 2019 and effective as of April 1, 2019, the Board determined to set annual compensation, payable in cash, of $6,000 for the Chair of the Board, $5,500 for the Chair of the Audit Committee, and $5,000 for all other independent directors, payable quarterly. This was in lieu of and replacement of all other compensation for non-employee directors. Effective May 1, 2024, the Board's quarterly cash fees were suspended.

Based on a Company peer analysis conducted in the first quarter of 2021, effective April 1, 2021, the Board increased annual fees to $12,000 or $3,000 per calendar quarter for independent directors, with the fee increase to be paid in the form of DSUs. Subject to any internal blackout restrictions, the DSUs will be issued as of the last day of each calendar quarter and the number will be determined based on the closing share price of the Company's shares on the last business day of the calendar quarter.

The following table sets forth all amounts of compensation provided to non-NEO directors for the financial year ended December 31, 2025.

Name	Fees earned ($) (excludes DSUs and Options)	DSUs(1) ($)	Option-based awards (2) ($)	All other compensation (DSUs) (3) ($)	Total ($)
Mark Fields	Nil	12,000	5,814	12,250	30,064
Wayne Kirk	Nil	12,000	5,814	12,250	30,064
Myron G. Manternach	Nil	12,000	12,719	12,250	36,969
David Peat	Nil	12,000	5,814	12,250	30,064

(1) Directors receive $3,000 on a quarterly basis in the form of DSUs.

(2) These figures are based on the fair value estimated at the date of grant using the Black-Scholes pricing model under the following assumptions: (i) risk free weighted average interest rate of 2.59%; (ii) expected dividend yield of 0%; (iii) average expected volatility of 128%; and (iv) an expected term of 3.0 years. The Black-Scholes pricing model was used to estimate the fair value as it is the most accepted methodology.

(3) Directors received a one-time grant of 25,000 DSUs as part of the Company's annual equity compensation program and the share price at time of grant was $0.49..

Other than as set forth in the foregoing or elsewhere herein, no director who is not a NEO has received, during the most recently completed financial year, compensation pursuant to:

(a) any standard arrangement for the compensation of directors for their services in their capacity as directors, including any additional amounts payable for Board committee participation or special assignments;
(b) any other arrangement, in addition to, or in lieu of, any standard arrangement, for the compensation of directors in their capacity as directors; or
(c) any arrangement for the compensation of directors for services as consultants or experts.

Directors: Incentive Plan Awards – Outstanding Option-Based Awards

The following table sets forth details regarding the option-based awards for each NEO as at December 31, 2025.

	Option-based Awards			
Name	**Number of securities underlying unexercised awards**	**Exercise price ($)**	**Expiration Date**	**Aggregate value of unexercised in-the-money awards ($)**
Mark Fields	16,000 Options	0.49	May 6, 2028	48,960
Wayne Kirk	16,000 Options	0.49	May 6, 2028	48,960
Myron G. Manternach	35,000 Options	0.49	May 6, 2028	107,100
Wayne Kirk	16,000 Options	0.49	May 6, 2028	48,960

Directors: Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth details of the value vested or earned for all incentive plan awards during 2025 for each director of the Company who is not a NEO.

Name	Option-based awards – value vested during the year ($)(1)	DSUs – value vested during the year ($)(2)	Non-equity incentive plan compensation – value earned during the year ($)
Mark Fields	Nil	12,250	N/A
Wayne Kirk	Nil	12,250	N/A
Myron G. Manternach	Nil	12,250	N/A
David Peat	Nil	12,250	N/A

(1) Options granted in 2025 to directors vested upon issuance and results in $nil value.
(2) The one-time grant of 25,000 DSUs to each director vested upon issuance and the share price at time of grant was $0.49.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date of this Circular, there is no outstanding indebtedness to Nickel Creek Platinum or any of its subsidiaries by any current or former executive officer or director, any proposed nominee for election as a director, any employees of Nickel Creek Platinum or any of their other respective associates. The Company's Board Mandate and Governance Guidelines provide that the Company shall not make any loan or guarantee any loan to any director or member of management.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

During 2025 and as of the date of this Circular, other than the participation by Electrum in two non-brokered private placements pursuant to which Electrum acquired a total of 934,000 Shares and 584,000 warrants, no informed person (as defined below) of the Company, nominee for election as a director or any associate or affiliate of an informed person, had any material interest, direct or indirect, in any transaction or any proposed transaction, which has materially affected or would materially affect the Company or any of its subsidiaries.

"**informed person**" is generally defined by Canadian securities laws as meaning: (a) a director or executive officer of a reporting issuer; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (c) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of a reporting issuer or a combination of both carrying more than 10 percent of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

MANAGEMENT CONTRACTS

The Company's management functions are performed by its NEOs to a substantial degree. The Company also has consulting agreements under which certain management functions are performed by persons other than the NEOs of the Company.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

The following table sets forth information regarding the Company's Share-Based Compensation Plan as at December 31, 2025.

Plan Category	Number of securities to be issued upon exercise of outstanding Options and DSUs (a)	Weighted-average exercise price of outstanding Options ($) (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	590,057	0.49	615,025
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	590,057	0.49	615,025

Annual Burn Rate under the Share-Based Compensation Plan

The following sets out the annual burn rate of the Share-Based Compensation for the last three financial years ended December 31, 2025, 2024 and 2023, calculated by dividing the number of Awards (defined below) awarded under the Share-Based Compensation Plan during the applicable financial year, by the weighted average number of Shares outstanding for the applicable financial year.

Financial Year	Number of Awards awarded under the Share-Based Compensation Plan (a)	Weighted average number of Shares outstanding during the applicable financial year (b)	Annual burn rate ((a)/(b))
2025	510,964	6,090,593	8.4%
2024	66,253	5,146,728	1.3%
2023	209,590	4,549,410	4.6%

Description of Share-Based Compensation Plan

The following is a summary of certain provisions of the Share-Based Compensation Plan, following the most recent amendment thereto by the Board in May 2026, and is qualified in its entirety by the full text of the Share-Based Compensation Plan. The full text of the Share-Based Compensation Plan is attached hereto as Appendix "C".

Eligible Persons

Awards may be granted to an employee, director, officer or consultant of the Company or any of its subsidiaries (an "**Eligible Person**"). A participant ("**Participant**") is an Eligible Person to whom an Award has been granted. An "**Award**" means any Option, Stock Appreciation Rights ("**SAR**"), DSU, PSU or restricted share units ("**RSU**") (each as defined herein) granted under the Share-Based Compensation Plan.

Number of Shares available for Awards under the Plan

The total number of Shares reserved and available for grant and issuance pursuant to Options under the Share-Based Compensation Plan shall not exceed ten percent (10%) of the total issued and outstanding Shares from time to time. Further, as more fully explained below, the total of all equity grants outstanding under the Plan to insiders at any time, and issued during any 12 month period, may not exceed 10% of the outstanding Shares.

The total number of Shares reserved and available for grant and issuance pursuant to SARs, DSUs, PSUs or RSUs Performance Share Units, Restricted Share Units or Deferred Share Units under the Share-Based Compensation Plan shall not exceed 700,000 Shares.

Options

During the year ended December 31, 2025, 319,000 Options were issued with an exercise price of $0.49 with an expiry date of May 6, 2028 and 16,000 Options were exercised by a non-insider during 2025. During 2026, 265,000 Options were issued with an exercise price of $2.70, with such Options vesting immediately and each having an expiry date of May 5, 2029. 150,000 of these Options remain subject to the disinterested approval of Shareholders – see '*Particulars of Matters to be Acted Upon at the Meeting – Approval of Certain Stock Options and Deferred Share Units to Insiders*'. As of the Record Date, 568,000 Options (including those subject to shareholder approval) remain outstanding.

DSUs

As part of the Directors' quarterly fees paid each quarter in the form of DSUs, 41,964 DSUs were issued during 2025 and 22,649 DSUs were redeemed for Shares by a former director. During 2026, 4,108 DSUs have been issued for the directors fees for the three-month period ended March 31, 2026 and on May 5, 2026, a total of 150,000 DSUs were granted to directors and officers, of which all 150,000 of these DSUs remain subject to the disinterested approval of Shareholders – see '*Particulars of Matters to be Acted Upon at the Meeting – Approval of Certain Stock*

Options and Deferred Share Units to Insiders'. As of the Record Date, 441,165 DSUs (including those subject to shareholder approval) remain outstanding.

SARs

As of the Record Date, there were nil SARs outstanding.

RSUs

As of the Record Date, there were nil RSUs outstanding.

As of the Record Date, the Shares subject to outstanding Options and DSUs (including those subject to shareholder approval) total, in the aggregate, approximately 14.3% of the total number of issued and outstanding Shares.

Number of Shares under Award Grant

Subject to complying with all requirements of the TSXV and the provisions of the Share-Based Compensation Plan, the number of Shares that may be subject to any Award will be determined and fixed by the Compensation Committee at the date of grant.

Maximum Award Grant

(a) The aggregate number of Shares (i) reserved for issuance to insiders, at any time subject to outstanding grants, under the Share-Based Compensation Plan and under any other share compensation arrangement of the Company, cannot exceed 10% of the issued Shares; and (ii) issued to insiders, within any 12 month period, under the Share-Based Compensation Plan and under any other share compensation arrangement of the Company, cannot exceed 10% of the issued Shares, calculated on the date of the grant to any insider.

(b) The aggregate number of Shares reserved for issuance to any one Eligible Person, at any time, under the Share-Based Compensation Plan and any other share compensation arrangement of the Company cannot exceed 5% of the issued Shares.

(c) The aggregate number of Shares reserved for issuance to any one Eligible Person that is a Consultant (as such term is defined in the TSXV Corporate Finance Manual), under the Share-Based Compensation Plan and under any other share compensation arrangement of the Company, in any 12-month period, must not exceed 2% of the issued Shares calculated at the date of the grant to the Consultant.

(d) The aggregate number of Options to all persons retained to provide Investor Relations Activities (as such term is defined in the TSXV Corporate Finance Manual) must not exceed 2% of the issued Shares in any 12-month period calculated at the date an Option is granted (and including any Eligible Person that performs Investor Relations Activities and/or whose role or duties primarily consist of Investor Relations Activities). Options granted to any Eligible Person retained to provide Investor Relations Activities must vest in a period of not less than 12 months from the date of grant of the Award and with no more the 25% of the Options vesting in any three (3) month period notwithstanding any other provision of the Share-Based Compensation Plan.

Options

Exercise price of Options

The exercise price per Share under each Option will be determined by the Compensation Committee in its sole discretion, provided that such price will not be less than the trading price at which the Shares traded on the TSXV as of the close of market on the day immediately prior to the date such Option is granted.

Vesting restrictions

Except as determined from time to time by the Compensation Committee, all Options will cease to vest as at the date upon which the Participant ceases to be an Eligible Person (which, in the case of an employee or consultant of the Company or its subsidiaries, will be the date on which active employment or engagement, as applicable, with the Company or its subsidiaries terminates, specifically without regard to any period of reasonable notice or any salary continuance).

Notwithstanding the above, in the event of the death of a Participant prior to the Participant ceasing to be an Eligible Person, all Options of such Participant will become immediately vested.

Term of Options and causes of cessation

Subject to the requirements of the TSXV, each Option will expire (the "**Option Expiry Date**") on the earlier of:

(a) the date determined by the Compensation Committee and specified in the option agreement pursuant to which such Option is granted, provided that such date may not be later than the earlier of: (i) the 10th anniversary of the date on which such Option is granted, and (ii) the latest date permitted under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the TSXV;

(b) in the event the Participant ceases to be an Eligible Person for any reason, other than the death of the Participant or the termination of the Participant for cause, such period of time after the date on which the Participant ceases to be an Eligible Person as may be specified by the Compensation Committee, which date must not exceed 90 days following the termination of the Participant's employment with the Company, or, in the case of Options granted to a director, officer or consultant, 90 days following the Participant ceasing to be a director, officer or a consultant, unless the Compensation Committee otherwise determines (provided that in no circumstances will the date exceed one year from the date of termination of the Participant's employment with the Company, or the date the Participant ceased to be a director, officer or a consultant, as applicable) and which period will be specified in the applicable Option agreement with respect to such Option;

(c) in the event of the termination of the Participant as an officer, employee or consultant of the Company or a subsidiary for cause, the date of such termination;

(d) in the event that a director is subject to any order, penalty or sanction by an applicable securities regulatory authority which relates to such director's activities in relation to the Company, and the Compensation Committee determines that such director's Options should be cancelled, the date of such determination;

(e) in the event of the death of a Participant prior to (i) the Participant ceasing to be an Eligible Person, or (ii) the date which is the number of days specified by the Compensation Committee pursuant to subparagraph (b) above from the date on which the Participant ceased to be an Eligible Person, the date which is one year after the date of death of such Participant or such earlier date as may be specified by the Compensation Committee and which period will be specified in the option agreement with the Participant with respect to such Option; and

(f) notwithstanding the foregoing provisions of subparagraphs (b), (c) and (d) above, the Compensation Committee may, subject to the Share-Based Compensation Plan and to regulatory approval, at any time prior to expiry of an Option, extend the period of time within which an Option may be exercised by a Participant who has ceased to be an Eligible Person, but such an extension must not be granted beyond the earlier to occur of (i) the date that is one year from the date such extension was granted, and (ii) the original expiry date of the Option as provided for in subparagraph (a) above.

Blackout extension

Where the Option Expiry Date for an Option occurs during a "Blackout Period" (as defined in the Share-Based Compensation Plan), the Option Expiry Date for such Option shall be extended to the date which is 10 business days following the end of such Blackout Period, provided that, the Option Expiry Date for an Option will not be extended if the Eligible Person or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

Investor Relations Activities

Eligible Persons performing Investor Relations Activities shall only be eligible to receive Options under the Share-Based Compensation Plan and no other Awards. In addition, notwithstanding any other provision of the Share-Based Compensation Plan, any acceleration of vesting of Options issued to Eligible Persons performing Investor Relations Activities requires the prior approval of the TSXV.

Stock Appreciation Rights

Grant of SARs and SAR Exercise Price

The Compensation Committee has the authority, subject to the limitations contained in the Share-Based Compensation Plan, to grant to any Eligible Person (a) SARs in tandem with a related Option or as an addition to a previously granted and outstanding Option ("**Tandem SARs**"); and (b) free-standing SARs that are not Tandem SARs ("**Free-Standing SARs**"), with the specific terms and conditions thereof to be as provided in the Share-Based Compensation Plan and in the award agreement entered into in respect of such grant.

The exercise price per Share under each SAR ("**SAR Exercise Price**") will be determined by the Compensation Committee, in its sole discretion, provided that the exercise price for each Free-Standing SAR may not be less than the trading price at which the Shares traded on the TSXV as of the close of market on the day immediately prior to the grant date, and the SAR Exercise Price for each Tandem SAR will be equal to the exercise price of the related Option.

Exercise of SARs

Tandem SARs may be exercised for all or part of the Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option. A Tandem SAR will be exercisable only when and to the extent the related Option is exercisable and may be exercised only with respect to the Shares for which the related Option is then exercisable. A Tandem SAR will entitle a Participant to elect, in the manner set forth in the Share-Based Compensation Plan and the applicable Option agreement entered into in respect of such grant, in lieu of exercising his or her unexercised related Option for all or a portion of the Shares for which such Option is then exercisable pursuant to its terms, to surrender such Option to the Company with respect to any or all of such Shares and to receive from the Company in exchange therefor a payment described below. An Option with respect to which a Participant has elected to exercise a Tandem SAR will, to the extent of the Shares covered by such exercise, be cancelled automatically and surrendered to the Company. Such Option will thereafter remain exercisable according to its terms only with respect to the number of Shares as to which it would otherwise be exercisable, less the number of Shares with respect to which such Tandem SAR has been so exercised.

A Free-Standing SAR may be exercised upon whatever terms and conditions the Compensation Committee in its sole discretion, in accordance with the Share-Based Compensation Plan, determines and sets forth in the SAR agreement entered into in respect of such grant.

Upon exercise, a SAR will entitle the Participant to receive payment from the Company in an amount determined on the following basis:

Payment = **Number of Stock Appreciation Rights x (Current Market Price – SAR Exercise Price)**, less the deduction of any applicable withholding taxes (the "**Share Premium**") / Current Market Price

The Share Premium will be paid and satisfied by the Company issuing Shares, the number of which will be calculated by dividing the Share Premium by the Current Market Price of the Shares on the exercise date.

"**Current Market Price**" means in respect of SARs which are exercised: (i) the closing price of the Shares on the TSXV on the date the notice of exercise in respect thereof is received by the Company, if such day is a trading day and the notice of exercise is received by the Company after regular trading hours; or (ii) the closing price of the Shares on the TSXV on the trading day immediately prior to the date the notice of exercise in respect thereof is received by the Company, if the notice of exercise is received by the Company during regular trading hours, or on a non-trading day.

Terms of SARs

The term of a SAR will be, subject to the requirements of the TSXV, determined by the Compensation Committee, in its sole discretion, provided that no SAR will be exercisable later than the tenth (10th) anniversary of its grant date (the "**SAR Expiry Date**"), provided that the SAR Expiry Date will be accelerated in the same manner as the Option Expiry Date pursuant to the Share-Based Compensation Plan.

Except as determined from time to time by the Compensation Committee and except in the event of death, all SARs will cease to vest as at the date upon which the Participant ceases to be an Eligible Person which, in the case of an employee or consultant of the Company or its subsidiaries, will be the date on which active employment or engagement, as applicable, with the Company or its subsidiaries terminates, specifically without regard to any period of reasonable notice or any salary continuance.

In the event of the death of a Participant prior to the Participant ceasing to be an Eligible Person, all SARs of such Participant will become immediately vested.

Blackout extension

Where the SAR Expiry Date for an SAR occurs during a Blackout Period, the SAR Expiry Date for such SAR shall be extended to the date which is 10 business days following the end of such Blackout Period, provided that, the SAR Expiry Date for a SAR will not be extended if the Eligible Person or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

Deferred Share Units

Grant of DSUs

The Share-Based Compensation Plan allows for the grant of DSUs to any Eligible Person with the specific terms and conditions thereof to be as provided in the Share-Based Compensation Plan and in the DSU agreement entered into in respect of such grant. Each DSU will be equivalent in value to a Share. The number of DSUs granted at any particular time will be calculated to the nearest thousandths of a DSU, determined by dividing (a) the dollar amount of compensation payable in DSUs by (b) the DSU Fair Market Value (as defined in the Share-Based Compensation Plan) on the grant date.

Redemption of DSUs

Each Participant is entitled to redeem his or her DSUs during the period commencing on the business day immediately following the Separation Date (as defined in the Share-Based Compensation Plan) and ending on the 90th day following the Separation Date by providing a written notice of redemption to the Company. In the event of death of a Participant, the notice of redemption will be filed by the legal representative of the Participant. If the Participant is a U.S. Participant (as defined in the Share-Based Compensation Plan), redemption of such

Participant's DSUs will be in accordance with the provisions of the Share-Based Compensation Plan applicable to U.S. Participants.

On the date of redemption, the Participant will be entitled to receive, and the Company will issue or provide: (a) subject to the limitations described under the heading "Maximum Award Grant" above, a number of Shares issued from treasury equal to the number of DSUs in the Participant's account on the Separation Date, subject to any applicable deductions and withholdings; (b) subject to and in accordance with any applicable law, a number of Shares purchased by an independent administrator in the open market for the purposes of providing Shares to Participants equal in number to the DSUs in the Participant's account, subject to any applicable deductions and withholdings; (c) the payment of a cash amount to a Participant equal to the number of DSUs multiplied by the DSU Fair Market Value on the Separation Date, subject to any applicable deductions and withholdings; or (d) any combination of the foregoing, as determined by the Company, in its sole discretion.

Additional Terms of DSUs

Additional provisions relating to DSUs include, among other things:

(a) At the option of the Compensation Committee in its sole discretion, the Compensation Committee may provide a Participant with the ability to elect to receive in DSUs all or part of his or her compensation that is otherwise payable in cash (with the balance, if any, being paid in cash). If such an election is made available to a Participant, the Compensation Committee will provide a Participant written notice, specifying the portion of his or her compensation to which the election applies and the procedures for validly exercising such election.

(b) Subject to the absolute discretion of the Compensation Committee, except to the extent provided otherwise in the DSU agreement, in the event that a dividend (other than a stock dividend) is declared and paid by the Company on the Shares, a Participant may be credited with additional DSUs. The number of such additional DSUs, if any, will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Participant if the DSUs in the Participant's account on the dividend record date had been outstanding Shares (and the Participant held no other Shares), by (b) the DSU Fair Market Value of the Shares on the date on which such dividends were paid.

Performance Share Units

The Compensation Committee has the authority, subject to the limitations described under the heading "Maximum Award Grant" above and to the paragraphs below, to grant performance share units of the Company ("**PSUs**") to any Eligible Person with the specific terms and conditions to be as provided in the Share-Based Compensation Plan and in the PSU agreement entered into in respect of such grant. The PSU agreement in respect of the PSUs granted will set out, at a minimum, the number of PSUs granted, the Performance Period (as defined in the Share-Based Compensation Plan), the performance-based criteria and the multiplier(s).

Terms of PSUs

Subject to the provisions of the Share-Based Compensation Plan, each PSU awarded to a Participant for services performed during the year in which the PSU is granted will entitle the Participant to receive payment in an amount equal to the PSU Fair Market Value (as defined in the Share-Based Compensation Plan) on the day immediately prior to the last day of the applicable Performance Period multiplied by the applicable multiplier(s), to be determined on the last day of the Performance Period.

The Compensation Committee, in its sole discretion, may determine that if and when distributions are paid on any Shares, additional PSUs will be credited to the Participant as of such distribution payment date. The number of additional PSUs (including fractional PSUs) to be credited to the Participant will be determined by dividing the dollar amount of the distribution payable in respect of the Shares underlying the PSUs by the PSU Fair Market Value on the date the distribution is paid. Fractional PSUs to two decimal places will be credited to the Participant.

If a Participant ceases to be an Eligible Person during the Performance Period because of Retirement or Termination (each as defined in the Share-Based Compensation Plan) of the Participant, all PSUs previously awarded to the Participant will be forfeited and cease to be credited to the Participant on the date of the Retirement or Termination, as the case may be; however, the Compensation Committee will have the absolute discretion to modify the grant of the PSUs to provide that the Performance Period would end at the end of the calendar quarter immediately before the date of the Retirement or Termination, as the case may be, and the amount payable to the Participant will be calculated as of such date.

In the event of the death or total disability of a Participant during the Performance Period, the Performance Period will be deemed to end at the end of the calendar quarter immediately before the date of death or total disability of the Participant and the amount payable to the Participant or its executors, as the case may be, will be calculated as of such date.

In the event that (a) a Change of Control and (b) a Triggering Event (each as defined in the Share-Based Compensation Plan) occurs and within 12 months following such Triggering Event the Participant advises the Company of his or her intention to terminate his or her employment as a result thereof, the Performance Period will be deemed to end at the end of the calendar quarter immediately before the Change of Control and the amount payable to the Participant will be calculated as of such date.

Subject to the provisions of the Share-Based Compensation Plan (which could result in shortening any such period), the Performance Period in respect of a particular award will be one year from the date of grant of the applicable PSU, provided that the Compensation Committee may, in its sole discretion, determine the Performance Period to be greater than one year, to a maximum of three years from the date of grant of the applicable PSU.

Subject to the terms of the amended Share-Based Compensation Plan, the Compensation Committee, in its sole discretion, may pay earned PSUs in the form of cash or in Shares issued from treasury (or in a combination thereof) equal to the value of the PSUs at the end of the applicable Performance Period.

Restricted Share Units

The Compensation Committee has the authority, subject to the limitations described under the heading “Maximum Award Grant” above and in the paragraphs below, to grant RSUs to any Eligible Person, subject to the Share-Based Compensation Plan and with the specific terms and conditions thereof to be as provided in the Share-Based Compensation Plan and in the RSU agreement entered into in respect of such grant. At the end of the Restricted Period (as defined in the Share-Based Compensation Plan) applicable to a RSU and without the payment of additional consideration or any other further action on the part of the Participant, the Company will issue to the Participant one Share for each RSU held by the Participant for which the Restricted Period has expired. No Restricted Period will be longer than three years from the date of grant, subject to the Share-Based Compensation Plan.

Terms of RSUs

The Compensation Committee, in its sole discretion, may determine that if and when distributions are paid on any Shares, additional RSUs will be credited to the Participant as of such distribution payment date. The number of additional RSUs to be credited to the Participant will be determined by dividing the dollar amount of the distribution payable in respect of the Restricted Shares (as defined in the Share-Based Compensation Plan) underlying the RSUs by the RSU Fair Market Value (as defined in the Share-Based Compensation Plan). The

Restricted Period applicable to such additional RSUs, if any, will be the same as the Restricted Period, if any, for the RSUs.

In the event of the Retirement or Termination of a Participant during the Restricted Period, any RSUs held by the Participant will immediately terminate and be of no further force or effect; provided, however, that the Compensation Committee will have the absolute discretion to modify the grant of the RSUs to provide that the Restricted Period will terminate immediately prior to a Participant’s Termination or Retirement.

In the event of: (a) the death of a Participant, the Restricted Period in respect of any RSUs held by such Participant will be accelerated and will expire on the date of death of such Participant and the Restricted Shares represented by the RSUs held by such Participant will be issued to the Participant’s estate as soon as reasonably practical thereafter, but in any event no later than 90 days thereafter; and (b) the disability of a Participant (determined in accordance with the Company’s normal disability practices), the Restricted Period in respect of any RSUs held by such Participant will be accelerated and will expire on the date in which such Participant is determined to be totally disabled and the Restricted Shares represented by the RSUs held by the Participant will be issued to the Participant as soon as reasonably practical, but in any event no later than 30 days following receipt by the Company of notice of disability.

In the event that (a) a Change of Control and (b) a Triggering Event occurs and within 12 months following such Triggering Event the Participant advises the Company by written notice of his or her intention to terminate his or her employment as a result thereof, the Restricted Period in respect of all RSUs held by such Participant will expire on the date such written notice is received by the Company notwithstanding the Restricted Period and the Restricted Shares represented by the RSUs held by the Participant will be settled.

Blackout extension

Unless otherwise determined by resolution of the Compensation Committee, in the event that any Restricted Period expires during a Blackout Period, such expiry (and the RSU Entitlement Date) will be extended to the day immediately following the end of the Blackout Period, provided that the expiry will not be extended if the Eligible Person or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company’s securities.

Procedure for amending

Subject to the provisions of the Share-Based Compensation Plan and the requirements of the TSXV, the Compensation Committee has the right at any time to suspend, amend or terminate the Share-Based Compensation Plan, including, but not limited to, the right: (a) with approval of Shareholders, by ordinary resolution, to make any amendment to any award agreement or the Share-Based Compensation Plan; and (b) without approval of Shareholders to make the following amendments to any award agreement or the Share-Based Compensation Plan: (i) amendments of a clerical nature; (ii) amendments to reflect any requirements of any regulatory authorities to which the Company is subject, including the TSXV; and (iii) amendments to vesting provisions of Awards. In addition, so long as the Company is listed on the TSXV, all adjustments (other than those in connection to a consolidation or split of Shares) requires prior TSXV approval.

Other material information

Each Award Agreement will provide that, except pursuant to a will or by the laws of descent and distribution, no Awards and no other right or interest of a Participant are transferable or assignable. Subject to the provisions of the Share-Based Compensation Plan, appropriate adjustments to the Share-Based Compensation Plan and to Awards will be made, and will be conclusively determined, by the Compensation Committee, to give effect to adjustments in the number of Shares resulting from subdivisions, consolidations, substitutions, or reclassifications of the Shares, the payment of share dividends by the Company (other than dividends in the ordinary course) or other changes in the capital of the Company or from a Merger and Acquisition Transaction (as defined in the Share-Based Compensation Plan).

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

The Board believes that good corporate governance is important to the effective performance of the Company and plays a significant role in protecting Shareholders' interests and maximizing value for Shareholders. The Company has reviewed its own corporate governance practices in light of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**") and National Policy 58-201 – *Corporate Governance Guidelines* (the "**Guidelines**"). The Guidelines address matters such as the constitution of and the functions to be performed by the Board and its committees. NI 58-101 requires that Nickel Creek Platinum disclose its approach to corporate governance with reference to the Guidelines. Nickel Creek Platinum recognizes the value of the Guidelines as an ongoing and evolving initiative to increase standards of performance. The Board of Directors is committed to ensuring that Nickel Creek Platinum has an effective corporate governance system, which adds value and assists the Company in achieving its objectives.

The Company's approach to corporate governance is set forth below.

Board Mandate and Governance Guidelines

The Board of Directors is responsible for managing the business and affairs of the Company and believes that good governance improves performance and benefits all Shareholders. The Board of Directors has adopted a Board Mandate and Governance Guidelines (the "**Board Mandate**"), a copy of which is attached hereto as Appendix "A".

The mandate of the Board is to act in the best interests of the Company and to supervise management. The Board is responsible for approving long-term strategic plans and annual operating budgets recommended by management. As set out in the Board Mandate, the Board is responsible for developing position descriptions for the Chair of the Board (the "**Chair**"), the chair of each Board committee, as well as for the CEO, and the Board has adopted position descriptions for all such positions. Board consideration and approval is also required for material contracts, material business transactions and debt and all equity financing transactions. Any responsibility which is not delegated to management or to the Board committees remains the responsibility of the Board. As set out in the Board Mandate, the Board meets on a regular basis consistent with the activities of the Company and from time to time as deemed necessary to enable it to fulfill its responsibilities.

Board Composition

The Board is currently comprised of five directors, the majority of whom are, in accordance with the Guidelines, independent directors. The Guidelines generally define an independent director to be a director who is independent of management and who is free from any interest and any business or relationship which could, in the view of the Board, reasonably interfere with the director's independent judgment, and includes the criteria for independence of audit committee members found in Section 1.4 of Multilateral Instrument 52-110 *Audit Committees*.

The independent directors hold regularly scheduled meetings without management at the end of each Board meeting. The independent directors met five times without members of management present during the calendar year 2025 and have met two times without management present to date in 2026. Further supervision of management is performed through the Audit Committee of independent directors, which met on a quarterly basis throughout the 2025 financial year with the Company's auditors and without management in attendance.

During the most recently completed financial year, each of the directors, other than Mr. Harshaw, was "independent" within the meaning of the Guidelines. If all of the five persons named as nominees of management are elected at the Meeting, then the majority of the Board of Directors will continue to be "independent" for the ensuing year.

The following table sets out the members of the Board as at the date of this Circular who are not considered to be independent and the reason why such determination has been made.

Board Member	Position Held	Reason for not Independent Status
Stuart Harshaw	President, CEO, Director	Mr. Harshaw is not independent due to his position as President and CEO of the Company.

The Chair of the Board, Myron G. Manternach, is an independent director. His principal responsibilities include the following:

- provide leadership to the Board and oversee Board and committee functions to ensure effective performance and discharge of their responsibilities and compliance with the Company's governance policies and committee charters;
- act as advisor and confidant to the CEO;
- foster ethical and responsible decision making by management and the Board;
- ensure that the different duties and responsibilities of the Board and management are understood and the boundaries between them are respected;
- preside over Board meetings and ensure that all matters are properly considered and resolved;
- create a cooperative atmosphere where Board members can openly discuss matters in a constructive and productive fashion; and
- preside over Shareholder meetings and ensure that all matters to be considered by Shareholders are properly dealt with.

Other Directorships

The following is a list of each current and proposed director of the Company who is also a director of other reporting issuers (or equivalent) in a Canadian or foreign jurisdiction on the date of this Circular:

Name of director	Names of other reporting issuers (stock exchange)
Mark Fields	Refined Energy Corp. (CSE)
Stuart Harshaw	International Tower Hill Mines Ltd. (TSX and NYSE American) and Platinum Group Metals Ltd. (TSX and NYSE American)
Wayne Kirk	Northern Dynasty Minerals Ltd. (TSX and NYSE American)

Board Attendance

As set out in the Board Mandate, each director is expected to attend all Board meetings and committee meetings of which the director is a committee member. The following table shows current director attendance at Board and Board committee meetings held during the financial year ended December 31, 2025:

Director	Board Meetings	Audit Committee	Corporate Governance and Nominating Committee	Compensation Committee	Technical, Environmental, Health & Safety Committee
Mark Fields	5/5	4/4	-	-	-
Stuart Harshaw	5/5	-	-	-	-
Wayne Kirk	5/5	4/4	3/3	-	-
Myron G. Manternach	5/5	-	3/3	2/2	-
David Peat	5/5	4/4	-	2/2	-

<u>Orientation and Education</u>

The Company provides new directors with an orientation program upon joining the Board that includes (i) copies of all Board policies together with relevant financial, technical, geological and other information regarding its properties and business and (ii) meetings with management.

The Board periodically schedules presentations on subjects of interest and importance at Board meetings. Board members also are encouraged to communicate with management and auditors, to keep themselves current with industry trends and developments, and to participate in outside continuing educational opportunities. Board members also have full access to the Company's records.

<u>Board Skills and Competencies</u>

The Board believes that a board of directors with a diverse set of skills is better able to oversee the wide range of issues that the Company regularly faces. To that end, the Board has identified those skills and competencies that it believes are needed to oversee management and the Company's business affairs. The Board has also reviewed the skills and competencies of each of the current directors as a part of the annual assessment described below and has concluded that the current Board members, as a group, have all of the necessary skills and competencies that are needed to oversee management and the Company's business affairs.

<u>Assessments</u>

The Board of Directors is responsible for selecting and appointing executive officers and senior management and for monitoring their performance. The performance of senior management is annually measured against pre-set objectives and the performance of mining companies of comparable size; however, for 2023, 2024 and 2025, the Board did not pre-set objectives due to the possible deferral of further action regarding the Nickel Shäw Project but instead used its discretion in evaluating performance for this calendar year.

The Corporate Governance and Nominating Committee ("**CGNC**") is responsible for overseeing the development and implementation of a process for assessing the effectiveness of the Board of Directors and his or her contributions and effectiveness, its committees and its members. The CGNC requests each director to provide his or her assessment of the effectiveness of the Board of Directors and each evaluation takes into account the competencies and skills each director is expected to bring to his or her particular role on the Board of Directors or on a committee, as well as any other relevant facts. Each committee of the Board also regularly assesses its performance and effectiveness. The evaluation process, as set out in the Board Mandate, assists the Board in assessing its contribution as a whole, and in identifying areas in which the Board could be strengthened through the addition of new skills and expertise, based on the Company needs at a particular time.

Ethical Business Conduct

The Board has adopted a Code of Business Conduct and Ethics (the "**Code**") to be followed by the directors, officers, employees and principal consultants of the Company and its subsidiaries. The Code is also to be followed, where appropriate, by agents and representatives of the Company, including consultants where specifically required. The purpose of the Code is, among other things, to promote honest and ethical conduct, avoid conflicts of interest, protect confidential or proprietary information and comply with applicable laws and securities rules and regulations. The CGNC is responsible for reviewing, periodically updating and ensuring compliance with the Code. Directors, officers, employees and principal consultants are periodically required to certify compliance with the Code. A copy of the Code may be obtained by request to Nickel Creek Platinum or on the Company's website at www.nickelcreekplatinum.com.

There have not been any material change reports filed since the beginning of the Company's most recently completed financial year that pertain to any conduct of a director or executive officer that constitutes a departure from the Code.

Any directors with a material interest in a transaction or agreement being considered by the Board of Directors are required to declare such material interest and either absent themselves from the Board of Directors' meeting where such transaction or agreement is being considered or abstain from voting with respect to such transaction or agreement. Members of management also are to disclose any material interest in a transaction or agreement being considered by the Board of Directors. Any such management member would not be present at the Board of Directors' meeting at which such transaction is being considered.

In addition to the Code and the Company's whistleblower policy, the Board of Directors has established other policies to encourage and promote a culture of ethical business conduct, including a disclosure policy.

Director Term Limits and Board Renewal

The Company has not adopted term limits for directors or other mechanisms of Board renewal. The Board has considered term limits and believes that:

- longer tenure does not impair a director's ability to act independently of management;
- imposing term limits could result in the loss of contributions of longer serving directors who have developed significant depth of knowledge and understanding of the Company;
- regular evaluation of Board skills and experience, as set out in the Board Mandate, rather than arbitrary term limits, will result in better Board performance; and
- experience of Board members is an asset to Shareholders because of the complex issues that the Board faces.

The Board currently assesses each director in order to ensure that the Board is balanced between highly experienced directors with long-term knowledge and those with a fresh perspective. The Board will periodically consider whether term limits or other mechanisms of Board renewal should be adopted and will implement changes when necessary.

Diversity

In 2014, amendments to the continuous disclosure regime in Canada were adopted requiring disclosure regarding the representation of women on boards and in executive officer positions. As at the date of this Circular, the Company has not adopted a written policy specifically relating to the identification and nomination of women directors or executive officers, nor does the Board specifically consider the level of representation of women when making executive officer appointments or set targets regarding women on the Board or in executive positions.

Due to the departure of Michele Darling in December 2024 and the departures of Diane Garrett (former CEO) and Heather White (former Chief Operating Officer) during the latter half of 2020, there are currently no female officers among the Company's current directors and senior management team.

However, the Board believes that having directors from diverse backgrounds provides better corporate governance and decision making, and the Board and CNGC will include diversity, including but not limited to gender, age, ethnicity, culture, geography, disability and sexual orientation as factors when developing a slate of candidates for open Board positions. With the support of management and the Board, the Company expects diversity in the Company to increase from its current level.

The Board also will periodically consider whether it should adopt specific policies and practices regarding the representation of women and minorities on the Board and in executive positions, including the setting of targets for such representation.

Board Committees

Other than the CGNC, Compensation Committee, TEHSC (defined below) and the Audit Committee described below, there are no other standing committees of the Board.

Corporate Governance and Nominating Committee

The CGNC currently consists of Wayne Kirk (Chair) and Myron G. Manternach, both of whom are independent as defined in the Guidelines.

For a summary of the relevant experience of each of the members of the CGNC, see "Particulars of Matters to be acted upon at the Meeting – Election of Directors".

The CGNC's mandate is to develop the Company's approach to corporate governance and to make recommendations to the Board on the implementation and assessment of effective corporate governance principles. This committee is also responsible for assisting the Board in respect of the nomination of directors for appointment to the Board. In identifying and considering new candidates for Board nomination, the CGNC considers, among other factors, the impact of the number of directors upon the effectiveness of the Board and the appropriate number of directors to facilitate more effective decision making. The CGNC also considers the competencies that the Board should possess, the skills, experience and reputation of each current director, and Board diversity. When considering possible new candidates for Board membership, the CGNC will provide all directors and senior managers an opportunity to provide the CGNC with information regarding director candidates. A part of the process includes the development of a list of director candidates for consideration when the Board determines to add one or more additional directors. The CGNC also has the authority to hire independent consultants to provide assistance regarding identification of possible director candidates.

The CGNC is responsible for:

- overseeing the effective functioning of the Board, in collaboration with the Chair of the Board;
- annually reviewing the Board's relationship with management to ensure the Board can, and in fact does, function independently of management;
- developing and recommending to the Board for approval, a long-term plan for Board composition;
- annually reviewing the charters of the Board and each Board committee, consulting with each committee and making relevant recommendations to the Board regarding amendments;
- reviewing and ensuring compliance with the Code; and
- overseeing policies and practices relating to Shareholder engagement with the Board.

Compensation Committee

The Compensation Committee currently consists of Myron G. Manternach (Chair) and David Peat, both of whom are independent as defined in the Guidelines.

The Board believes that the members of the Compensation Committee, collectively, have the knowledge, experience and background required to fulfill their mandate. For additional information regarding the members of the Compensation Committee, see "Particulars of Matters to be acted upon at the Meeting – Election of Directors".

The Compensation Committee's mandate is to assist the Board in fulfilling its responsibilities relating to compensation matters by, among other things:

- making recommendations to the Board on all matters relating to the compensation of directors, principal executives, members of the various Board committees and the Chair of the Board;
- ensuring an executive compensation plan that is both motivational and competitive so that it will attract, retain and reward performance of executive officers of a quality and nature that will enhance the Company's growth; and
- administering any equity-based compensation plan, including but not limited to, any plan that provides for the award of Options, SARs, restricted or deferred share units, performance share units, long-term incentives or any other security-based compensation, and recommending to the Board any necessary changes to such plans.

The Compensation Committee has the authority to engage and compensate any outside advisors that it determines to be necessary or appropriate to perform its duties. The Compensation Committee has historically engaged outside advisors but has not done so since 2017. The Compensation Committee does consider the compensation of senior executive officers and directors at other Canadian publicly listed companies, and selected a peer group based on market capitalization, stage of projects and type of projects (base metals) when assessing the Company's current compensation of its own directors and officers.

In addition, as a cash conservation measure, cash compensation to directors was suspended on May 1, 2024 and was replaced with the issuance of DSUs following a review and assessment by the Compensation Committee.

The Company has established a pay mix for its executive officers including short-term and long-term incentives, providing a competitive base salary with a significant portion of compensation awarded based on the performance of the Company as well as individual performance of the executive officers. The Company will continue to evaluate its compensation practices and update and evaluate its compensation levels against this benchmark group.

Executive Compensation-Related Fees

The Company incurred $nil consulting fees in 2024 and 2025 regarding executive compensation-related fees.

All Other Fees

No other fees have been paid by the Company.

Technical, Environmental, Health and Safety Committee

The Technical, Environmental, Health and Safety Committee ("**TEHSC**") currently consists of Mark Fields (Chair), Myron Manternach and Stuart Harshaw, the majority of whom are independent as defined in the Guidelines.

The Board believes that the members of the TEHSC, collectively, have the knowledge, experience and background required to fulfill their mandate. For additional information regarding the members of the TEHSC, see "Particulars of Matters to be acted upon at the Meeting – Election of Directors".

The mandate of the TEHSC is to assist the Board in fulfilling its obligations relating to reviewing technical, operational, environmental, health, safety and social responsibility matters concerning the Company's mineral projects, including oversight responsibilities with respect to:

- technical matters relating to exploration, development, permitting, construction and operation of the Company's mineral resource properties;
- resources and reserves on the Company's mineral resource properties;
- material technical commercial arrangements regarding engineering, procurement and construction management activities;
- operating and production plans for proposed and existing operating mines;
- development, implementation and monitoring of systems and programs for management and compliance with applicable laws relating to environment, health and safety matters;
- development, implementation and monitoring of programs and procedures to minimize the Company's carbon footprint and greenhouse emissions, and periodically review progress in the implementation of the Company's carbon sequestration initiatives;
- development, implementation and monitoring of social responsibility programs that take into consideration the interests of all stakeholders; and
- ensuring that the Company implements best-in-class development and operating practices.

Audit Committee

The Audit Committee currently consists of David Peat (Chair), Mark Fields and Wayne Kirk, all of whom are independent as defined in the Guidelines. The Audit Committee has been structured to comply with National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"). Each of the current committee members is considered financially literate and independent pursuant to NI 52-110 and Mr. Peat is a Chartered Professional Accountant and a financial expert. The Audit Committee is principally responsible for:

- recommending to the Board the external auditors to be nominated for election by the Shareholders at each annual general meeting ("**AGM**") and negotiating the compensation of such external auditors;
- overseeing the work of the external auditors;
- reviewing the annual and interim financial statements, MD&A and news releases regarding earnings before they are approved and publicly disseminated;
- overseeing the development and application of policies and procedures to mitigate cyber risk and assessing the adequacy of such cyber risk controls; and
- reviewing the financial reporting procedures and internal controls to ensure adequate procedures are in place for public disclosure of financial information extracted or derived from the financial statements.

The Company has not, at any time since the commencement of the Company's most recently completed financial year, relied on the exemption in section 2.4 of NI 52-110 (De Minimis Non-audit Services) or an exemption from NI 52-110, in whole or in part, granted under Part 8 (Exemptions) of NI 52-110. In addition, the Company is relying on the exemption provided for under section 6 of NI 52-110 (Venture Issuers) with respect to section 5 of 52-110 (Reporting Obligations).

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services; however, the Audit Committee approves all non-audit services in advance.

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

A copy of the Audit Committee Charter is attached hereto as Appendix "B".

Relevant Education and Experience

David Peat has more than 35 years of experience in financial leadership in support of mining corporations. He has and continues to serve on boards of publicly held companies involved in mineral exploration and development, including serving as Chair and a member of the audit committees. Mr. Peat is a member of the Institute of Chartered Professional Accountants of Ontario. Mr. Peat holds a B.Comm. (Honours) in Business Administration from the University of Windsor and a B.A in Economics from the University of Western Ontario. Mr. Peat is a nominee of Electrum pursuant to the terms of a purchase agreement dated March 9, 2016 between the Company and Electrum.

Mark Fields has over 30 years of experience in increasingly senior positions in the mineral exploration and mining industry with major and junior companies, including positions as President and CEO, and is currently CEO of Refined Energy Corp. He has and continues to serve on boards of publicly held companies involved in mineral exploration and development, including serving as Chair and a member of the audit committees. Mr. Fields holds a B.Sc. in Geology from the University of British Columbia and a B.Comm. (Honours) from Queen's University.

Wayne Kirk has over 36 years of experience as a corporate attorney, including nine years of experience as Vice President, General Counsel and Corporate Secretary of Homestake Mining Company, and over 20 years of experience as a board member of publicly held companies, including over 20 years of service as a member of the audit committees of such companies. Mr. Kirk holds a B.A. in Economics (Distinction) from the University of California (Berkeley) and an LL.B (magna cum laude) degree from Harvard University and has been a member of the California Bar since 1969.

External auditor service fees

The following table sets forth the fees paid by the Company to a McGovern Hurley LLP for services rendered during the financial years ended December 31, 2025 and December 31, 2024:

	2025	2024
Audit Fees (1)	$51,000	$50,000
Audit-Related Fees	-	-
Tax Fees	-	-
All Other Fees	-	-
Total	$51,000	$50,000

(1) The aggregate audit fees billed by the Company's auditors (or accrued).

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

Election of Directors

Our Board presently consists of five (5) directors and we propose to fix the number of directors at five (5) for the ensuing year.

Five (5) directors will be elected at the Meeting, and, unless authority to do so is withheld, the persons named in the enclosed Proxy intend to vote for the election of the nominees whose names are set forth below. Management does not contemplate that any of the nominees will be unable to serve as a director but if that should occur for any reason prior to the Meeting it is intended that discretionary authority shall be exercised by the persons named in the enclosed Proxy to vote the Proxy for the election of any other person or persons in place of any nominee or nominees unable to serve. Each director elected will hold office until the close of business of the next AGM of Shareholders following his or her election unless his or her office is earlier vacated in accordance with the Articles.

The following table sets forth certain information pertaining to the persons proposed for nomination for election as directors, as at the date of this Circular:

Name and Residence (1)	Position with Nickel Creek Platinum	Principal Occupation	Director or Officer Since	Shares Beneficially Owned, Controlled or Directed (1)
Mark Fields(2) (5) *Vancouver, BC, Canada*	Director	CEO of Refined Energy Corp.	2016	3,104 Shares 86,956 DSUs 31,000 Options
Stuart Harshaw (5) *Mississauga, Ontario, Canada*	President, CEO, Director	President and CEO of Nickel Creek Platinum	2020	55,781 Shares 50,000 DSUs 256,000 Options 3,750 Warrants
Wayne Kirk(2) (3) *Orcas, Washington, USA*	Director	Director and Consultant in the Mining Industry	2016	3,483 Shares 85,239 DSUs 31,000 Options 700 Warrants
Myron Manternach(3) (4) (5) *State College, Pennsylvania, USA*	Chair	Investment Banker and Consultant in the Mining and Other Industries	2012	7,500 Shares 86,301 DSUs 58,000 Options
David Peat (2) (4) *Fernandina Beach, Florida, USA*	Director	Director and Consultant in the Mining Industry	2021	82,669 DSUs 31,000 Options

(1) This information has been furnished by the director.
(2) Current member of the Audit Committee.
(3) Current member of the Corporate Governance and Nominating Committee.
(4) Current member of the Compensation Committee.
(5) Current member of the Technical, Environmental, Health and Safety Committee.

The current directors and senior officers of the Company, as at the Record Date, beneficially owned, directly or indirectly, and had control of or direction over, an aggregate of 78,307 Shares, which represent approximately 1.1% of the issued and outstanding Shares.

The following section provides further details regarding the background and experience of each of the five directors:

Mark Fields – Mr. Fields has over 30 years of experience in increasingly senior positions in the mineral exploration and mining industry with major and junior companies and currently operates his consulting practice, MC Fields Ventures Inc. Mr. Fields has and continues to serve on boards of publicly held companies involved in mineral exploration and development. On February 8, 2024, Mr. Fields was appointed CEO of Refined Energy Corp. and is a member of the Board of Directors of Refined Energy Corp. Mr. Fields was the President and CEO of Discovery Harbour Resources Corp. from December 2019 to March 2024. He participated in the acquisition and development of the Diavik diamond mine for the Rio Tinto Group through the 1990s. Mr. Fields was Vice President of La Teko Resources Ltd. when it negotiated a friendly take-over by Kinross Gold Corporation. As Executive Vice President of Pine Valley Mining Corporation, he was a key member of the executive team which brought the Willow Creek metallurgical coal mine into commercial production, for which he received the E.A. Scholz Award for excellence in mine development. Mr. Fields was President and CEO of Geodex Minerals from 2009 through 2014 and negotiated the joint venture and sale of the Sisson tungsten-molybdenum project to Northcliff Resources followed by the re-organization of Geodex Minerals. Mr. Fields is currently a member of the Board of Directors of Refined Energy Corp. Mr. Fields holds a B.Sc. in Geology from the University of British Columbia and a B.Comm. (Honours) from Queen's University. Resource Capital Funds ("RCF") nominated Mr. Fields pursuant to the Ancillary Rights Agreement dated November 10, 2015 between the Company and RCF.

Stuart Harshaw – Mr. Harshaw is a seasoned mining executive with a successful international career with Vale SA and Inco Limited. Most recently, as Vice President of Ontario Operations for Vale, Mr. Harshaw was responsible for the Base Metal operations of Vale in Ontario, which included six underground mines, mill, smelter, nickel refinery, cobalt refinery, precious metal refinery and Hydro Electric production facilities. Previously, he held various senior roles with Vale including the marketing and sales of a broad range of metal concentrates and finished metals worldwide. Since leaving Vale, he has been consulting in the global mining business and is a member of the Board of Directors of several mining companies. Mr. Harshaw earned a BSc. in Metallurgical Engineering from Queen's University and an MBA from Laurentian University.

Wayne Kirk – Mr. Kirk has over 37 years of experience as a corporate attorney, including nine years' experience as Vice President, General Counsel and Corporate Secretary of Homestake Mining Company, and over 20 years of experience as a board member of publicly held companies, including as a member of audit and governance committees. He currently serves on the Board of Directors of Northern Dynasty Minerals Ltd. Mr. Kirk holds a B.A. in Economics (Distinction) from the University of California (Berkeley) and an LL.B (magna cum laude) degree from Harvard University and has been a member of the California Bar since 1969.

Myron G. Manternach (Chair) – Mr. Manternach is President of Castle Grove Capital, LLC, an investment firm that provides strategic and financial advice and raises capital for corporate issuers and institutional investors. He has over 30 years of experience in corporate finance, mergers and acquisitions, investment management, and executive management. Mr. Manternach worked as an investment banker at JPMorgan Chase & Co. and as an analyst and manager of institutional investment funds with extensive experience in the mining and metals industry. Mr. Manternach has been a director of Nickel Creek Platinum Corp. since July 2012. He is Chair of the Board of Directors of Novalith Technologies and President of the Board of Trustees of The Buck Hill Conservation Foundation, a nationally accredited land trust. Mr. Manternach holds a CFA® charter of the CFA Institute. Mr. Manternach earned a B.Sc. degree in Electrical Engineering with distinction from Iowa State University and an MBA from the Wharton School of the University of Pennsylvania.

David Peat - Mr. Peat has more than 35 years of experience in financial leadership in support of mining corporations. Mr. Peat previously served as Vice President and CFO at Frontera Copper Corporation, as Vice President and Global Controller at Newmont Mining Corporation and as Vice President of Finance and CFO at Homestake Mining Company. Mr. Peat has previously served on the Board of Directors of Gatos Silver, Inc., Elevation Gold Mining Corporation, Gabriel Resources Ltd., Electrum Special Acquisition Corporation, AQM Copper Inc., Fortune Bay Corp. and Brigus Gold Corp. Mr. Peat is a member of the Institute of Chartered Professional Accountants of Ontario. Mr. Peat holds a B.Com. (Honours) in Business Administration from the University of Windsor and a B.A. in Economics from the University of Western Ontario. Mr. Peat is a nominee of Electrum pursuant to the terms of a purchase agreement dated March 9, 2016 between the Company and Electrum.

Cease Trade Orders, Bankruptcies, Penalties and Sanctions

Other than as described below, to the knowledge of the Company, no director or officer of the Company, or a Shareholder holding a sufficient number of securities of Nickel Creek Platinum to affect material control of the Company, is or was a director or executive officer of another company (including Nickel Creek Platinum) in the past 10 years that:

- was subject to a cease trade or similar order, or an order denying that company any exemption under securities legislation that was in effect for more than 30 consecutive days, while the director or executive officer held that role with the company;
- was involved in an event while the director or executive officer was acting in that capacity that resulted in the company being subject to one of the above orders after the director or executive officer no longer held that role with the company; or
- while acting in that capacity, or within a year of acting in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that company.

None of them in the past 10 years:

- became bankrupt;
- made a proposal under any legislation relating to bankruptcy or insolvency;
- has been subject to or launched any proceedings, arrangement or compromise with any creditors; or
- had a receiver, receiver manager or trustee appointed to hold any of their assets.

None of them has ever been subject to:

- penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Mr. Peat was a director of Gatos Silver, Inc. ("**Gatos**"). On March 18, 2022 Gatos announced the delay in the filing of its annual report on Form 10-K for the year ended December 31, 2021 and the CEO and CFO certificates relating to the annual filings beyond the prescribed deadline. On May 13, 2022, August 5, 2022 and November 11, 2022, Gatos announced the delay in the filing of its interim financial filings on Form 10-Q and the CEO and CFO certificates relating to the quarterly filings beyond the prescribed deadline, for the quarterly periods ended March 31, 2022, June 30, 2022 and September 30, 2022 respectively. Gatos applied to the applicable Canadian securities regulatory authorities for a management cease trade order which was granted on April 1, 2022, and subsequently further management cease trade orders were granted on April 12, 2022 and July 7, 2022. Gatos satisfied the provisions of the alternative information guidelines in accordance with Canadian securities regulatory instrument, National Policy 12-203 – Management Cease Trade Orders, by issuing bi-weekly status reports in the form of news releases and subsequently brought all of its delayed filings current. Effective July 4, 2023, the applicable Canadian securities regulatory authorities fully revoked the management cease trade orders previously granted on April 1, 2022, April 12, 2022 and July 7, 2022.

Mr. Peat was a director of Elevation Gold Mining Corporation ("**Elevation Gold**") until his resignation effective December 31, 2024. On August 1, 2024, Elevation Gold announced the Supreme Court of British Columbia (the "**BC Court**") had issued an order granting Elevation Gold protection under the Companies' Creditors Arrangement Act (Canada) (the "**CCAA Proceeding**") and appointing KSV Restructuring Inc. as monitor. The British Columbia Securities Commission issued a cease trade order against Elevation Gold effective September 5, 2024. On September 16, 2024, the United States Bankruptcy Court for the District of Arizona (the "**U.S. Court**") recognized the CCAA Proceeding as a foreign main proceeding under chapter 15 of title 11 of the United States Code. On December 2, 2024, Elevation Gold entered into an arm's length agreement in respect of the purchase and sale of certain of its assets (the "**Transaction**"). The Transaction was subsequently approved by the BC Court, the U.S. Court, and the TSX Venture Exchange. Effective December 31, 2024, Elevation Gold ceased to have an operating business or material assets, and all directors and officers resigned from their positions.

Skills and experience

The Company believes that it is important for directors to have experience in senior management, governance, compensation, finance, environment, health and safety, and to participate with public company boards as an advisor, director or member of management to effectively fulfill their duties and responsibilities as a member of our Board.

The Board reviews the slate of nominated directors every year to determine whether it still reflects the mix of skills, background and experience it believes is necessary for fulfilling its duties and responsibilities in overseeing the Company's strategic direction, management and affairs.

The Company believes that the directors who have been nominated for election at the Meeting are well qualified to represent the interests of Shareholders and appropriately address the Company's business needs, and recommends that Shareholders vote **FOR** setting the number of directors at five and electing the five director nominees set out herein.

In the absence of instructions to the contrary, the Nickel Creek Platinum proxyholders will vote the Shares represented by each form of proxy, properly executed, FOR setting the number of directors at five and appointing the five director nominees set out herein.

Advance Notice

On November 2, 2012, the Board approved an advance notice policy (the "**Advance Notice Policy**") for the purpose of providing Shareholders, directors and management of the Company with a clear framework for nominating directors. The Advance Notice Policy fixes a deadline by which holders of record of Shares must submit director nominations to the Company prior to any annual or special meeting of Shareholders and sets forth the information that a Shareholder must include in the notice to the Company for the notice to be in proper written form in order for any director nominee to be eligible for election at any annual or special meeting of Shareholders. The Advance Notice Policy was ratified, confirmed and approved by Shareholders at the Company's 2012 AGM held on November 30, 2012 (the "**2012 AGM**"). A copy of the Advance Notice Policy is attached as Schedule "A" to the Company's management information circular in respect of the 2012 AGM, which is available on SEDAR+ at www.sedarplus.ca. No director nominations were received pursuant to the Advance Notice Policy as of the date hereof.

Majority Voting Policy

The Board has adopted a majority voting policy. If the votes "for" the election of a director nominee at a meeting of shareholders are fewer than a majority (50% plus one vote) of the votes cast with respect to his or her election, the nominee will immediately submit his or her resignation after the meeting for the consideration of the Board. The Corporate Governance and Nominating Committee will make a recommendation to the Board after reviewing the matter, and the Board will decide within 90 days after the meeting of shareholders whether to accept or reject the resignation. The resignation will be effective when accepted by the Board. The Board will accept the resignation absent exceptional circumstances. The Board's decision to accept or reject the resignation will be disclosed by way of a news release. If the Board does not accept the resignation, the news release will fully state the reasons for the decision. The nominee will not participate in any Committee or Board meeting at which the resignation is considered. This policy does not apply in circumstances involving contested director elections.

Appointment of Auditor

At the Meeting, Shareholders will be asked to appoint McGovern Hurley LLP as the Company's auditor for the ensuing year. If approved, McGovern Hurley LLP will be reappointed as the Company's auditor at such remuneration to be fixed by the Board. McGovern Hurley LLP has served as the Company's auditor since October 1, 2024.

In the absence of instructions to the contrary, the Nickel Creek Platinum proxyholders will vote the Shares represented by each form of proxy, properly executed, FOR appointing McGovern Hurley LLP as our independent auditor for the ensuing year, and FOR authorizing the directors to fix the auditor's pay.

Approval of Amended Share-Based Compensation Plan

Overview

Pursuant to the requirements of Policy 4.4 of the TSXV Corporate Finance Manual ("**Policy 4.4**"), as a portion of the Company's Share-Based Compensation Plan does not have a fixed maximum number of Options issuable thereunder in connection (commonly referred to as a "rolling plan"), the Company is required to seek Shareholder approval of the Share-Based Compensation Plan, and all unallocated entitlements under the Share-Based Compensation Plan, on an annual basis. The Company's Share-Based Compensation Plan was initially approved by the Shareholders on December 17, 2013, as amended from time to time. Further amendments were approved by the Board on November 29, 2024, to comply with the requirements of Policy 4.4 and the Share-Based Compensation Plan, including the foregoing amendments, was most recently approved by the Shareholders on June 24, 2025 at the Company's previous annual general and special meeting. At the Meeting, Shareholders will be asked to approve the following matters in connection with the Share-Based Compensation Plan, which was most recently amended by the Board on May 1, 2026 to increase the number of Shares reserved and available for awards under the Share-Based Compensation Plan other than Options (the "**Amendment**").

Pursuant to Section 5.1 of the Share-Based Compensation Plan, prior to the Amendment, the total number of Shares reserved and available for grant and issuance pursuant to options under the Share-Based Compensation Plan is 10% of the total issued and outstanding Shares from time to time, and the total number of Shares reserved and available for grant and issuance pursuant to DSUs, PSUs, RSUs or SARs under the Share-Based Compensation Plan was not to exceed 500,000 Shares.

As of the Record Date there were 7,050,820 Shares issued and outstanding. The Amendment approved by the Board increased the total number of Shares reserved and available for grant and issuance pursuant to DSUs, PSUs, RSUs or SARs under the Share-Based Compensation Plan by 200,000 Shares, from 500,000 Shares to 700,000 Shares, which represents approximately 9.9% of the issued and outstanding Shares as of the Record Date.

For a summary of the Share-Based Compensation Plan, see "*Securities Authorized for Issuance Under Equity Compensation Plan – Description of Share-Based Compensation Plan*" above. In addition, the full text of the current Share-Based Compensation Plan is attached as Appendix "C" to this Circular.

If the resolution approving the Share-Based Compensation Plan as amended by the Amendment is not approved by the Shareholders at the Meeting, no new grants of Awards will be made pursuant to the Share-Based Compensation Plan and currently outstanding Awards that are subsequently cancelled, terminated or expire will not be available to be re-granted by the Company until Shareholder approval is obtained.

At the meeting, Shareholders will be asked to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution approving, confirming and ratifying the Share-Based Compensation Plan for the upcoming year, as follows (the "**Share-Based Compensation Plan Resolution**"). To be effective, the Share-Based Compensation Plan Resolution must be approved by a majority of the votes cast in person or by proxy at the Meeting.

“RESOLVED, that:

1. The Company’s share-based compensation plan, as amended on May 1, 2026 (the “**Share-Based Compensation Plan**”), as further described in the Company’s management information circular dated May 8, 2026, is hereby ratified confirmed and approved;
2. All unallocated entitlements under the Share-Based Compensation Plan are hereby authorized and approved; and
3. Any director or officer of the Company is authorized to take all actions and to execute, deliver and file any and all documents or other instruments and do all such acts or things, including the making of all necessary filings with applicable regulatory bodies and stock exchanges, as such director or officer may determine to be necessary or appropriate to give effect to this resolution.”

The Board believes that the approval of the foregoing resolution is in the Company’s best interest and recommends that the Shareholders vote **FOR** the Share-Based Compensation Plan Resolution. **In the absence of instructions to the contrary, the Nickel Creek proxyholders will vote the Shares represented by such form of proxy, properly executed, FOR approving the Share-Based Compensation Plan Resolution.**

Approval of Certain Stock Options and Deferred Share Units Issued to Insiders

Section 6.3(a)(i) of the Share-Based Compensation Plan includes a limitation on the number of Shares reserved for issuance to Insiders (as such term is defined therein) on settlement or exercise of Awards, being an amount which shall not exceed 10% of the issued and outstanding Shares at the time of a grant of Awards (the “**10% Limitation**”).

On May 1, 2026, the Board approved a grant of Awards under the Share-Based Compensation Plan, which were granted on May 5, 2026 after the Company exited a self-imposed blackout period related to interim financial reporting, representing in the aggregate 150,000 Options and 150,000 DSUs (collectively, the “**2026 Grants**”) which caused the number of Shares reserved for issuance to Insiders on settlement or exercise of Awards to exceed the 10% Limitation, as there were 994,165 Shares reserved for issuance to Insiders on settlement of Options and DSUs, representing 14.1% of the issued and outstanding Shares on the date of grant. The 2026 Grants were as follows:

	Grant Date	Number of Awards	Vesting	Exercise Price	Expiry Date
Directors					
Options					
Mark Fields	May 5, 2026	9,000 Options	Immediate vesting	$2.70	May 5, 2029
Wayne Kirk	May 5, 2026	9,000 Options	Immediate vesting	$2.70	May 5, 2029
Myron Manternach	May 5, 2026	13,800 Options	Immediate vesting	$2.70	May 5, 2029
David Peat	May 5, 2026	9,000 Options	Immediate vesting	$2.70	May 5, 2029
DSUs					
Mark Fields	May 5, 2026	25,000 DSUs	N/A	N/A	N/A
Wayne Kirk	May 5, 2026	25,000 DSUs	N/A	N/A	N/A
Myron Manternach	May 5, 2026	25,000 DSUs	N/A	N/A	N/A
David Peat	May 5, 2026	25,000 DSUs	N/A	N/A	N/A

<u>**Officers**</u>					
<u>**Options**</u>					
Stuart Harshaw	May 5, 2026	69,600 Options	Immediate vesting	$2.70	May 5, 2029
Joe Romagnolo	May 5, 2026	39,600 Options	Immediate vesting	$2.70	May 5, 2029
<u>**DSUs**</u>					
Stuart Harshaw	May 5, 2026	25,000 DSUs	N/A	N/A	N/A
Joe Romagnolo	May 5, 2026	25,000 DSUs	N/A	N/A	N/A

Accordingly, at the Meeting, the Company will seek disinterested shareholder approval of the grant of the 2026 Grants in accordance with Section 5.3(a)(ii) of Policy 4.4 since the 2026 Grants caused the number of Shares reserved for issuance to Insiders on settlement or exercise of Awards to exceed the 10% Limitation. While the Stock Options that form part of the 2026 Grants have been granted and have vested in accordance with their terms and while the DSUs that form part of the 2026 Grants have been granted, none of these Stock Options are permitted to be exercised and none of these DSUs may be redeemed by any holder thereof unless and until at the Meeting disinterested shareholders approve the 2026 Grants.

The 2026 Grants were approved by the Board as means to: (a) promote further alignment of interests between the recipients and Shareholders, and; (b) allow such recipients to participate in the success of the Company over the short, medium and long term through the grant of the various Awards. The grant of DSUs to the directors also aligns with the Company's historical practice of compensating directors through the issuance of stock-based Awards rather than strictly cash fees.

In connection with the required disinterested shareholder approval of the 2026 Grants, management will place the following proposed ordinary resolution before disinterested Shareholders at the Meeting for their consideration (the "**2026 Grants Resolution**"). To be passed, a majority of the votes cast at the Meeting in person or by proxy by disinterested shareholders, being votes cast by Shareholders at the Meeting excluding recipients of the 2026 Grants and any of their respective Associates and Affiliates (as such terms are defined in the TSXV Corporate Finance Manual), must be voted in favour of this resolution. As of the date of this Circular, such recipients and their respective Associates and Affiliates who will be excluded from voting on the 2026 Grants Resolution hold an aggregate of 78,307 Shares, representing an aggregate of approximately 1.1% of the Company's issued and outstanding Shares as of the Record Date.

"RESOLVED, as an ordinary resolution of disinterested shareholders, that:

1. The 2026 Grants, as more particularly described in this Circular, are ratified, confirmed and approved;
2. Any acts taken prior to the effective date of this resolution by any director or officer of the Company in connection with this resolution is hereby approved, ratified and confirmed; and
3. Any director or officer of the Company is authorized to take all actions and to execute, deliver and file any and all documents or other instruments and do all such acts or things, including the making of all necessary filings with applicable regulatory bodies and stock exchanges, as such director or officer may determine to be necessary or appropriate to give effect to this resolution."

The Board believes that the approval of the foregoing resolution is in the Company's best interest and recommends that the Shareholders vote **FOR** the 2026 Grants Resolution. **In the absence of instructions to the contrary, the Nickel Creek proxyholders will vote the Shares represented by such form of proxy, properly executed, FOR approving the 2026 Grants Resolution.**

Other Business

As of the date of this Circular, there are no other items of business to be considered at the Meeting other than as set forth above. If other items of business are properly brought before the Meeting, the Nickel Creek Platinum proxyholders intend to vote on such items in accordance with management's recommendation.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found on SEDAR+ at www.sedarplus.ca. Financial information regarding Nickel Creek Platinum is provided in the audited annual financial statements of Nickel Creek Platinum and MD&A related thereto for the year ended December 31, 2025. Shareholders can obtain copies of such documents by written request to Nickel Creek Platinum at 202-2896 South Sheridan Way, Oakville, Ontario, L6J 7T4, telephone number: (416) 304-9316 or by e-mail at info@nickelcp.com.

CERTIFICATION OF BOARD APPROVAL

The contents of this Circular and the sending thereof to the Shareholders have been approved by the Board of Directors.

DATED at the City of Toronto, in the Province of Ontario, this 8th day of May, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

"*Stuart Harshaw*"

Stuart Harshaw
President, Chief Executive Officer and Director

APPENDIX "A"

BOARD MANDATE AND GOVERNANCE GUIDELINES

1. PURPOSE

The Board of Directors (the "**Board**") of Nickel Creek Platinum Corp. ("**Nickel Creek Platinum**" or the "**Company**") is responsible for the stewardship of the Company and for overseeing the management of the Company's business and affairs. The directors have fiduciary duties of care, loyalty and candour and, in the exercise of business judgment, must act honestly and in good faith in the best interests of the Company and its shareholders free from personal interests. In addition, each director must exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Board has adopted this Board Mandate and Governance Guidelines to assist the Board in the exercise of its duties and responsibilities.

2. DUTIES AND RESPONSIBILITIES OF THE BOARD

(a) **Oversee Management of the Company.** The principal responsibility of the Board is to oversee the management of the Company. This responsibility requires the Board to attend to the following:

(1) review, give guidance on, and approve on a regular basis, and as the need arises, operating, financial, and other corporate plans and budgets;

(2) review, give guidance on, approve, and oversee the implementation of the Company's strategic plan on at least an annual basis and as the need arises;

(3) review and evaluate corporate performance against those plans and budgets;

(4) define the duties and limits of authority of the Chief Executive Officer ("CEO") and other persons in charge of a principal business unit or business function ("Principal Executives");

(5) evaluate the performance of the CEO and other Principal Executives, oversee the progress and development of the CEO and other Principal Executives, and approve hiring, promotion, changes in responsibilities and terminations of the CEO and other Principal Executives;

(6) review and approve CEO, Principal Executive and Board succession planning;

(7) establish a corporate environment and adopt and oversee key corporate policies that promote timely and effective disclosure (including appropriate controls), fiscal accountability, high ethical standards, effective corporate governance, responsible environmental, health and safety policies and compliance with applicable laws and regulations, thereby setting an appropriate "tone at the top";

(8) oversee policies and procedures for the implementation and integrity of the Company's management information systems and its financial reporting, including appropriate controls;

(9) review and approve material transactions, such as material investments, dispositions, joint ventures, and other major initiatives outside of the scope of approved budgets;

(10) approve audited and interim financial statements and related management's discussion and analysis, management information circulars, annual information forms, takeover bid circulars, prospectuses and other disclosure documents required to be approved by the Board under applicable laws and regulations and rules of any applicable stock exchange;

(11) oversee policies and processes to assess and manage risks to the Company and oversee management's mitigation of material risks;

(12) oversee the human resources policies of the Company, review and approve the Company's compensation programs, and approve the compensation of the CEO and other Principal Executives;

(13) oversee policies and processes to protect the Company's confidential and proprietary information and information technology from unauthorized or inappropriate access or disclosure;

(14) make other corporate decisions required to be made by the Board and not otherwise delegated to management;

(15) with the assistance of management, become and remain informed about the Company and its business, properties, risks and prospects;

(16) serve as a source of advice to management based on directors' backgrounds and experience;

(17) assess the effectiveness of the Board and its Committees and oversee the establishment of appropriate orientation programs for new directors and education programs for all directors; and

(18) review this Board Mandate and Governance Guidelines, other governance policies, and charters of Board committees from time to time.

(b) **Reliance on Advice in the Performance of Duties and Responsibilities.** In discharging their duties, directors normally are entitled to rely on information and advice provided by the Company's senior management, other employees believed to be responsible, and the Company's outside auditors, legal counsel and other advisors, but should also consider information and advice provided by independent advisors when circumstances warrant.

3. BOARD EXPECTATIONS OF MANAGEMENT

Management of the Company, under the leadership of the CEO, is charged with the day-to-day management of the Company's business operations. The CEO's prime responsibility is to lead the Company. The following sets out the Board's expectations for management:

(a) **Formulate and Implement Plans and Budgets.** With input from the Board, management will formulate fundamental operating, financial and other strategic corporate plans and budgets for Board approval and then implement the plans and budgets approved by the Board.

(b) **Formulate and Implement Policies, Processes and Procedures.** Management will assist the Board in formulating corporate policies, processes and procedures and implement the policies, processes and procedures adopted by the Board.

(c) **Manage the Company's Business.** Management will manage the day-to-day business of the Company, including carrying out Board decisions.

(d) **Provide Timely Information.** Management will provide timely information concerning the business and affairs of the Company, including regular reporting regarding the implementation of fundamental operating, financial and other strategic corporate plans and budgets, other policies and Board decisions, day-to-day developments, and developments within the industry.

(e) **Assist the Board.** Management will assist the Board in carrying out its duties and responsibilities.

4. DIRECTOR QUALIFICATIONS AND VOTING

(a) **Qualifications for Directors; Diversity.** The Board will consider only candidates who have high integrity and a shareholder orientation, who are highly qualified based on their experience, expertise and personal qualities, and who can be expected to make a meaningful contribution to the Company. The Board also believes that having directors from diverse backgrounds provides better corporate governance and decision making, and the Board will include diversity, including but not limited to gender, age, ethnicity, culture, geography, disability and sexual preference as factors when developing a slate of candidates for open Board positions.

(b) **Independence.** The Board will ensure that it has at all times a majority of directors who meet applicable standards of director independence. The Board will establish independence standards that (i) comply with applicable legal and stock exchange requirements and (ii) are designed to ensure that the independent directors do not have, directly or indirectly, financial, legal or other relationships with the Company that, in the Board's judgment, would interfere with the exercise of independent judgment in carrying out the responsibilities of the directors. The Board has adopted the independence standards set out at Appendix A hereto. The Board also believes that directors should not own or control indebtedness of the Company or royalties on Company production or assets.

(c) **Size and Skills of Board.** The Board believes that a Board comprised of five to seven members is an appropriate size given the Company's present circumstances. The Board also will consider the competencies and skills that the Board, as a whole, should possess and the competencies and skills of each director.

(d) **Other Directorships.** The Board does not believe that its members should be prohibited or discouraged from serving on boards of other organizations, provided that they do not reduce a director's effectiveness or result in a continuing conflict of interest. However, the Corporate Governance and Nominating Committee will take into account the nature of and time involved in a director's service on other boards and other commitments in evaluating the suitability of individual directors and in making its recommendations.

(e) **Tenure.** The Board does not believe that it should establish director term or age limits. Such limits could result in the loss of directors who have been able to develop, over time, significant insights into the industry and the Company and its operations, and an institutional knowledge that benefits the Board and management. As an alternative, the Corporate Governance and Nominating Committee will review each director's continuation on the Board annually.

(f) **Selection of Chair; Separation of the Offices of Chair of the Board and CEO**. The Board annually will select a Chair of the Board in a manner and upon the criteria that the Board deems appropriate at the time of selection, which generally will be effective immediately following the Annual General Meeting of shareholders ("AGM"). The Board believes the offices of Chair of the Board and CEO should not be held by the same persons.

(g) **Selection of and Voting on Director Candidates.** Except where the Company is required by contract, law or otherwise to provide third parties with the right to nominate directors, the Corporate Governance and Nominating Committee will be responsible for (i) managing the identification of individuals qualified to become Board members, consistent with criteria approved by the Board, (ii) recommending to the Board the persons to be nominated for election as directors at any meeting of shareholders and (iii) recommending persons to be elected by the Board to fill any vacancies on the Board. Candidates will be considered based upon ability and potential to contribute to the Company, and the Corporate Governance and Nominating Committee will seek to develop a diverse slate of candidate for all open Board positions. Board candidates will be nominated for election by the shareholders annually and shareholders will have the opportunity to vote for or withhold on each nominee.

(h) **Majority Vote Policy.** If the votes "for" the election of a director nominee at a meeting of shareholders are fewer than a majority (50% plus one vote) of the votes cast with respect to his or her election, the nominee will immediately submit his or her resignation after the meeting for the consideration of the Board. The Corporate Governance and Nominating Committee will make a recommendation to the Board after reviewing the matter, and the Board will decide within 90 days after the meeting of shareholders whether to accept or reject the resignation. The resignation will be effective when accepted by the Board. The Board will accept the resignation absent exceptional circumstances. The Board's decision to accept or reject the resignation will be disclosed by way of a news release, a copy of which will be sent to the TSX Venture Exchange. If the Board does not accept the resignation, the news release will fully state the reasons for the decision. The nominee will not participate in any Committee or Board meeting at which the resignation is considered. This policy does not apply in circumstances involving contested director elections.

5. BOARD MEETINGS

(a) **Frequency of Meetings; Preparation; Attendance.** The Chair of the Board will normally determine the frequency of Board meetings, which shall be not less than one meeting each financial quarter; however, the ultimate power in this regard rests with the full Board. Special meetings may be called from time to time as required to address the needs of the Company's business. Directors are responsible for adequately preparing for and attending Board meetings. They are expected to devote the time needed and meet as frequently as necessary to properly discharge their responsibilities.

(b) **Quorum.** A majority of the members of the Board shall constitute a quorum for any Board meeting.

(c) **Selection of Agenda Items.** The Chair of the Board shall propose an agenda for each Board meeting. Each Board member is free to request the inclusion of other agenda items and to request the consideration of subjects that are not on the agenda for that meeting, although voting on matters so raised may be deferred to another meeting to permit proper preparation for a vote on an unscheduled matter (emergencies excepted).

(d) **Advance Distribution of Materials.** Information regarding business to be conducted at the meeting will normally be distributed in writing to the directors reasonably before the meeting (with a goal of five to seven calendar days) and directors are expected to review these materials in advance of the meeting. Certain items to be discussed at a Board meeting may be of a time-sensitive nature and the distribution of materials on these matters before the meeting may not be practicable.

(e) **In Camera Session of Independent Directors.** An in-camera session of independent directors will be held following each meeting of the Board of Directors.

(f) **Alternate Directors.** Any director may appoint another person who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors in accordance with Article 15 of the Company's Articles.

6. BOARD COMMITTEES

(a) **Key Committees.** The Board will at all times have an Audit Committee, a Compensation Committee, a Corporate Governance and Nominating Committee, and a Technical, Environmental, Health and Safety Committee. The Board may, from time to time, establish additional committees as it deems necessary. The Board may delegate any of its powers to committees of the Board, except that it may not delegate the powers to fill Board vacancies, remove a director, change the membership or fill vacancies in a Board Committee, or remove or appoint officers who are appointed by the Board. The Board annually will appoint the chair and members of each committee, which generally will be effective immediately following the AGM. The Company will provide administrative support to the chair of each committee in fulfilling his or her duties.

(b) **Committee Charters.** Each standing committee will have a charter that has been approved by the Board. The committee charters will set forth the purposes, goals and responsibilities of the committees. The Board will review and reassess the adequacy of each charter at least annually. Each charter must address those matters required by applicable laws and stock exchange rules and such other matters as the Board determines.

(c) **Assignment of Committee Members.** The Corporate Governance and Nominating Committee will be responsible for recommending to the Board the persons to be appointed to each committee of the Board. All members of the Audit Committee must meet the independence and financial qualification standards applicable to an audit committee as required by applicable laws and regulations and stock exchange rules. All members of the Compensation Committee and the Corporate Governance and Nominating Committee must be "independent directors" in accordance with the director independence standards set out at Appendix A hereto. The Audit Committee will have no fewer than three directors, the Compensation Committee, and the Corporate Governance and Nominating Committee will have no fewer than two directors. Other committees shall have at least one member or the minimum number of members required by applicable law and the Company's charter documents.

(d) **Selection of Agenda Items.** The chair of each committee shall propose an agenda for each committee meeting. Each committee member is free to request the inclusion of other agenda items and to request the consideration of subjects that are not on the agenda for that meeting, although voting on matters so raised may be deferred to another meeting to permit proper preparation for a vote on an unscheduled matter (emergencies excepted).

(e) **Frequency of Committee Meetings; Preparation; Attendance.** The chair of each committee will normally determine the frequency of the committee meetings consistent with any requirements set forth in the committee's charter. Special meetings may be called by any member from time to time as required to address the needs of the Company's business and fulfill the responsibilities of the committees. Committee members are responsible for adequately preparing for and attending all committee meetings. All directors are invited, but not required, to attend in-person meetings of committees of which they are not members, and may attend telephone meetings of committees of which they are not members at the invitation of the committee chair. Only committee members will receive compensation for their committee participation.

(f) **Advance Distribution of Materials.** Information regarding business to be conducted at the meeting will normally be distributed in writing to the committee members reasonably before the meeting (with a goal of five to seven calendar days) and members are expected to review these materials in advance of the meeting. Certain items to be discussed at a committee meeting may be of a time-sensitive nature and the distribution of materials on these matters before the meeting may not be practicable.

(g) **Alternate Committee Members.** Any director may appoint another person who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of committees of the directors in accordance with Article 15 of the Company's Articles.

7. DIRECTORS' ACCESS TO MANAGEMENT, PROPERTIES AND INDEPENDENT ADVISORS

(a) **Access to Officers and Employees and Properties.** All directors have, at all reasonable times and on reasonable notice, full and free access to officers and employees and the records and properties of the Company. Any meetings, contacts or property visit that a director wishes to initiate should normally be arranged through the CEO or the Chief Financial Officer ("**CFO**"). The directors will use their judgment to ensure that any such contact is not disruptive to the business operations of the Company. The directors are normally expected to inform the CEO or CFO of any communication between a director and an officer or employee of the Company.

(b) **Access to Independent Advisors.** Each Board member shall have the power to consult with independent legal, financial or other advisors as he or she may deem necessary, without consulting or obtaining the approval of any officer of the Company. Such independent advisors may be the regular advisors to the Company. The Board or any such member is empowered, without further action by the Company, to cause the Company to pay the appropriate compensation of such advisors.

8. DIRECTOR COMPENSATION, STOCK OWNERSHIP AND STOCK TRADING

(a) **Role of Board and Compensation Committee.** The form and amount of director compensation will be recommended by the Compensation Committee and approved by the Board. The Compensation Committee will conduct an annual review of the compensation of the Company's directors.

(b) **Form of Compensation.** The Board believes that directors should be provided with incentives to focus on long-term shareholder value and that including equity as part of director compensation helps align the interests of directors with those of the Company's shareholders.

(c) **Amount of Compensation.** The Company's policy is to compensate directors competitively relative to comparable companies. The Board believes that it is appropriate for the Chair of the Board and the chairs of committees, if not members of management, to receive additional compensation for their additional duties in these positions.

(d) **Compensation for Director Service by Company Employee While Serving on Other Boards of Directors.** When any employee of the Company serves as a director of another company at the request of the Company or as the representative of the Company, that employee may not accept compensation from that other company for such service. If any such compensation is nonetheless received, it shall be received on behalf of and paid over to the Company.

(e) **Director Stock Ownership.** The Board encourages each non-management director to acquire and hold a meaningful amount of Company stock, including through the exercise of equity grants. In general, non-management directors are encouraged to acquire stock (including Deferred Share Units) having a value (measured by purchase price, basis or market value, whichever is greater) equal to three times annual base compensation, to be acquired over a period of not more than five years. The Board will periodically review the foregoing to take account of market circumstances.

(f) **Stock Trading.** Prior to purchasing or selling shares of Company stock, directors shall consult the CEO or CFO so as to avoid trading at a time when there may be undisclosed material information and so that Company Spokespersons will be aware of such transactions and be able to respond to questions regarding changes in share ownership from shareholders and others.

9. DIRECTOR ORIENTATION AND CONTINUING EDUCATION

(a) **Director Orientation.** The Company's senior management will conduct orientation programs for new directors as soon as possible after their appointment as directors. The orientation programs will include presentations by management to familiarize new directors with the Company's properties and strategic plans, its significant financial, accounting and risk management issues, its compliance programs, its code of business conduct and ethics, and its independent auditors and outside legal advisors. To the extent practicable, the orientation will include a visit to the Company's principal properties.

(b) **Continuing Education.** The Company will provide the directors with opportunities to undertake continuing director education, the cost of which will be borne by the Company. The Company will periodically schedule site visits by directors to the Company's principal operating properties.

10. MANAGEMENT SELECTION, EVALUATION AND SUCCESSION AND EXECUTIVE COMPENSATION

(a) **Selection of CEO.** The Board selects the Company's CEO in the manner that it determines to be in the best interests of the Company. The Board, together with the CEO, will develop a clear position description for the CEO. The Board will also develop the corporate goals and objectives that the CEO is responsible for meeting.

(b) **Evaluation of Principal Executives.** The Compensation Committee will be responsible for overseeing the evaluation of the performance of the CEO and other Principal Executives. The Compensation Committee will determine the nature and frequency of the evaluation and supervise the conduct of the evaluation. The Board will review the assessment to ensure that the CEO is providing the best leadership for the Company over the long- and short-term.

(c) **Succession of Principal Executives.** The Compensation Committee will be responsible for overseeing and reviewing annual succession plans prepared by the CEO for all Principal Executive positions, including the CEO position.

(d) **Expectations of Principal Executives.** The Board will establish, and review on an annual basis, its expectations for Principal Executives generally.

(e) **Executive Compensation.** The Compensation Committee will recommend to the Board the compensation for the CEO. The CEO must not be present during voting or deliberations. The Compensation Committee will also recommend to the Board the compensation for all other Principal Executives, taking into account the recommendations of the CEO.

11. CODE OF BUSINESS CONDUCT AND ETHICS

The Board of Directors, on the recommendation of the Corporate Governance and Nominating Committee, will adopt and maintain a Code of Business Conduct and Ethics that will apply to the employees, officers and directors of the Company.

12. ANNUAL PERFORMANCE EVALUATION OF THE BOARD AND COMMITTEES

The Corporate Governance and Nominating Committee will oversee an annual self-evaluation of the Board and its committees to determine whether the Board and its committees are functioning effectively.

13. BOARD INTERACTION WITH INVESTORS, THE PRESS, ETC.

The Board believes that the CEO and his or her designees should normally speak for the Company. Individual Board members may, from time to time, meet or otherwise communicate with various constituencies that are involved with the Company. It is, however, expected that Board members will do so only with the knowledge of and, absent unusual circumstances, only at the request of the CEO.

The Board will give appropriate attention to written communications that are submitted by shareholders and other interested parties, and will respond if and as appropriate. Absent unusual circumstances, the Chair of the Board monitors communications from shareholders and other interested parties, and will provide copies or summaries of such communications to the other directors as he or she considers appropriate. Absent unusual circumstances, individual Board members will only respond to such communications when requested to do so by the Chair.

14. INDEMNIFICATION AND INSURANCE

The directors are entitled to Company-provided indemnification through corporate articles and by-laws, corporate statutes, indemnity agreements and, when available, directors' and officers' liability insurance.

15. LOANS

The Company shall not make any loan or guarantee any loan to any director or member of management, except pursuant to a relocation policy approved by the Board.

16. REVIEW OF BOARD MANDATE AND GOVERNANCE GUIDELINES

The Board will, from time to time, review and reassess the adequacy of this Board Mandate and Governance Guidelines.

APPENDIX A

Independence Requirements

Meaning of Independent

A member of the Board shall be considered "**independent**" if he or she has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the Board, reasonably interfere with the exercise of a director's independent judgment.

The following individuals are considered to have a material relationship with the Company:

(a) an individual who is, or has been within the last three years, an employee or executive officer of the Company;

(b) an individual whose immediate family member is, or has been within the last three years, an executive officer of the Company;

(c) an individual who:

   i. is a partner of a firm that is the Company's internal or external auditor;

   ii. is an employee of that firm; or

   iii. was within the last three years a partner or employee of that firm and personally worked on the Company's audit within that time;

(d) an individual whose spouse, minor child or stepchild, or child or stepchild who shares a home with the individual:

   i. is a partner of a firm that is the Company's internal or external auditor;

   ii. is an employee of that firm and participates in its audit, assurance or tax compliance (but not tax planning) practice, or

   iii. was within the last three years a partner or employee of that firm and personally worked on the Company's audit within that time;

(e) an individual who, or whose immediate family member, is or has been within the last three years, an executive officer of an entity if any of the Company's current executive officers serves or served at the same time on the entity's compensation committee; and

(f) an individual who received, or whose immediate family member who is employed as an executive officer of the Company received, more than $75,000 in direct compensation from the Company during any 12 month period within the last three years, other than as remuneration for acting in his or her capacity as a member of the Board or any Board committee, or the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service for the Company if the compensation is not contingent in any way on continued service; and

(g) notwithstanding the foregoing, an individual will not be considered to have a material relationship with the Company solely because the individual or his or her immediate family member has previously served as an interim president or chief executive officer of the

Company, or acts or has previously acted as a chair or vice chair of the board of directors or of any board committee of the Company on a part-time basis.

In addition to the independence criteria discussed above, for audit committee purposes, any individual who:

(a) has a relationship with the Company pursuant to which the individual may accept, directly or indirectly, any consulting, advisory or other compensatory fee from the Company or any subsidiary entity of the Company, other than as remuneration for acting in his or her capacity as a member of the Board or any board committee; or as a part-time chair or vice-chair of the Board or any board or committee, or

(b) is an affiliated entity of the Company or any of its subsidiary entities, is deemed to have a material relationship with the Company, and therefore, is deemed not to be independent.

The indirect acceptance by an individual of any consulting, advisory or other compensatory fee includes acceptance of a fee by:

(a) an individual's spouse, minor child or stepchild, or a child or stepchild who shares the individual's home; or

(b) an entity in which such individual is a partner, member, an officer such as a managing director occupying a comparable position or executive officer, or occupies a similar position (except limited partners, non-managing members and those occupying similar positions who, in each case, have no active role in providing services to the entity) and which provides accounting, consulting, legal, investment banking or financial advisory services to the Company or any subsidiary entity of the Company.

APPENDIX “B”

AUDIT COMMITTEE CHARTER

PURPOSE

The main purpose of the Audit Committee (the “Committee”) of the Board of Directors (the “Board”) of Nickel Creek Platinum Corp. (“Nickel Creek Platinum” or the “Company”) is to assist the Board in fulfilling its statutory responsibilities in relation to internal control and financial reporting, and to carry out certain oversight functions on behalf of the Board, including the oversight of:

(a) the integrity of the Company’s financial statements and other financial information provided by the Company to securities regulators, governmental bodies and the public to ensure that the Company’s financial disclosures are complete, accurate, in accordance with IFRS Accounting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”) applicable to a going concern, which contemplates the realization of assets and settlement of liabilities in the normal course of business as they become due;

(b) assessing the independence, qualifications and performance of the Company’s independent auditor (the “Auditor”), appointing and replacing the Auditor, overseeing the audit and non- audit services provided by the Auditor, and approving the compensation of the Auditor;

(c) Senior Management (as defined below) responsibility for assessing and reporting on the effectiveness of internal controls;

(d) financial matters and management of financial risks;

(e) the prevention and detection of fraudulent activities; and

(f) investigation of complaints and submissions regarding accounting or auditing matters and unethical or illegal behaviour.

The Committee provides an avenue for communication between the Auditor, the Company’s executive officers and other senior managers (“Senior Management”) and the Board, and has the authority to communicate directly with the Auditor. The Committee shall have a clear understanding with the Auditor that they must maintain an open and transparent relationship with the Committee. The Auditor is ultimately accountable to the Committee and the Board, as representatives of the Company’s shareholders.

2. COMPOSITION

The Committee shall be comprised of no fewer than three directors. Each Committee member shall:

(a) satisfy the laws governing the Company;

(b) be “independent” in accordance with Sections 1.4 and 1.5 of National Instrument 52-110 Audit Committees (“NI 52-110”), which are reproduced in Schedule “A” to this charter; and

(c) be “financially literate” in accordance with the definition set out in Section 1.6 of NI 52-110, which definition is reproduced in Schedule “A” to this charter.

For purposes of subparagraph (b) above, the non-executive Chair of the Board is considered to be independent if such person acts as the non-executive Chair of the Board on a part-time basis.

Committee members and the chair of the Committee (the "Committee Chair") shall be appointed annually by the Board immediately after every annual general meeting of the Company's shareholders. The Board may remove a Committee member at any time in its sole discretion by a resolution of the Board.

If a Committee member simultaneously serves on the audit committees of more than three public companies, the Committee shall seek the Board's determination as to whether such simultaneous service would impair the ability of such member to effectively serve on the Committee and ensure that such determination is disclosed.

3. MEETINGS

The Committee shall meet at least once per financial quarter and as many additional times as the Committee deems necessary to carry out its duties effectively.

The Committee shall meet:

(a) within 60 days following the end of each of the first three financial quarters to review and discuss the unaudited financial results for the preceding quarter and the related management's discussion and analysis ("MD&A") prior to their filing with the applicable securities regulatory authorities; and

(b) within 120 days following the end of the Company's fiscal year end to review and discuss the audited financial results for the year and related MD&A prior to their filing with the applicable securities regulatory authorities.

As part of its job to foster open communication, the Committee shall meet at least once each financial quarter with Senior Management and the Auditor in separate executive sessions to discuss any matters that the Committee or each of these groups believe should be discussed privately.

A majority of the members of the Committee shall constitute a quorum for any Committee meeting. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by unanimous written consent of the Committee members.

The Committee Chair shall preside at each Committee meeting. In the event the Committee Chair is unable to attend or chair a Committee meeting, the Committee will appoint a chair for that meeting from the other Committee members.

The Corporate Secretary of the Company, or such individual as appointed by the Committee, shall act as secretary for a Committee meeting (the "Committee Secretary") and, upon receiving a request to convene a Committee meeting from any Committee member, shall arrange for such meeting to be held.

The Committee Chair, in consultation with the other Committee members, shall set the agenda of items to be addressed at each Committee meeting. The Committee Secretary shall ensure that the agenda and any supporting materials for each upcoming Committee meeting are circulated to each Committee member in advance of such meeting.

The Committee may invite such officers, directors and employees of the Company, the Auditor, and other advisors as it may see fit from time to time to attend at one or more Committee meetings and assist in the discussion and consideration of any matter. For purposes of performing their duties, members of the Committee shall, upon request, have immediate and full access to all corporate information and shall be permitted to discuss such information and any other matters relating to the duties and responsibilities of the Committee with officers, directors and employees of the Company, with the Auditor, and with other advisors subject to appropriate confidentiality agreements being in place.

Unless otherwise provided herein or as directed by the Board, proceedings of the Committee shall be conducted in accordance with the rules applicable to meetings of the Board.

4. DUTIES AND RESPONSIBILITIES

Subject to the powers and duties of the Board and the Articles of the Company, in order to carry out its oversight responsibilities, the Committee shall:

4.1 Financial Reporting Process

(a) Review with Senior Management and the Auditor any items of concern, any proposed changes in the selection or application of accounting principles and policies and the reasons for the change, any identified risks and uncertainties, and any issues requiring the judgement of Senior Management, to the extent that the foregoing may be material to financial reporting.

(b) Consider any matter required to be communicated to the Committee by the Auditor under generally accepted auditing standards, applicable law and listing standards, including the Auditor's report to the Committee (and the response of Senior Management thereto) on:

  (i) accounting policies and practices used by the Company;

  (ii) alternative accounting treatments of financial information that have been discussed with Senior Management, including the ramifications of the use of such alternative treatments and disclosures and the treatment preferred by the Auditor; and

  (iii) any other material written communications between the Auditor and Senior Management.

(c) Discuss with the Auditor their views about the quality, not just the acceptability, of accounting principles and policies used by the Company, including estimates and judgements made by Senior Management and their selection of accounting principles.

(d) Discuss with Senior Management and the Auditor:

  (i) any accounting adjustments that were noted or proposed (immaterial or otherwise) by the Auditor but were not reflected in the financial statements;

  (ii) any material correcting adjustments that were identified by the Auditor in accordance with IFRS or applicable law;

  (iii) any communication reflecting a difference of opinion between the audit team and the Auditor's national office on material auditing or accounting issues raised by the engagement; and

  (iv) any "management" or "internal control" letter issued, or proposed to be issued, by the Auditor to the Company.

(e) Discuss with Senior Management and the Auditor any significant financial reporting issues considered during the fiscal period and the method of resolution, and resolve disagreements between Senior Management and the Auditor regarding financial reporting.

(f) Review with Senior Management and the Auditor:

   (i) any off-balance sheet financing mechanisms being used by the Company and their effect on the Company's financial statements; and

   (ii) the effect of regulatory and accounting initiatives on the Company's financial statements, including the potential impact of proposed initiatives.

(g) Review with Senior Management and the Auditor and legal counsel, if necessary, any litigation, claim or other contingency, including tax assessments, that could have a material effect on the financial position or operating results of the Company, and the manner in which these matters have been disclosed or reflected in the financial statements.

(h) Review with the Auditor any audit problems or difficulties experienced by the Auditor in performing the audit, including any restrictions or limitations imposed by Senior Management, and the response of Senior Management, and resolve any disagreements between Senior Management and the Auditor regarding these matters.

(i) Review the results of the Auditor's work, including findings and recommendations, Senior Management's response, and any resulting changes in accounting practices or policies and the impact such changes may have on the financial statements.

(j) Review and discuss with Senior Management the audited annual financial statements and related MD&A and make recommendations to the Board with respect to approval thereof before their release to the public.

(k) Review and discuss with Senior Management and the Auditor all interim unaudited financial statements and related interim MD&A.

(l) Approve interim unaudited financial statements and related interim MD&A prior to their filing and dissemination.

(m) In connection with Sections 4.1 and 5.1 of National Instrument 52-109 Certification of Disclosure in Issuers' Annual and Interim Filings ("NI 52-109"), obtain confirmation from the Chief Executive Officer ("CEO") and the Chief Financial Officer ("CFO") (and considering the Auditor's comments, if any, thereon) to their knowledge:

   (i) that the audited financial statements, together with any financial information included in the annual MD&A and annual information form, fairly present in all material respects the Company's financial condition, cash flow and results of operation, as of the date and for the periods presented in such filings; and

   (ii) that the interim financial statements, together with any financial information included in the interim MD&A, fairly present in all material respects the Company's financial condition, cash flow and results of operation, as of the date and for the periods presented in such filings.

(n) Review news releases to be issued in connection with the audited annual financial statements and related MD&A and the interim unaudited financial statements and related interim MD&A, before being disseminated to the public, paying particular attention to any use of "pro-forma" or "adjusted" non-IFRS, information.

(o) Review any news release containing earnings guidance of financial information based upon the Company's financial statements prior to the release of such statements.

(p) Review the appointment of the CFO and have the CFO report to the Committee on the qualifications of new key financial personnel involved in the financial reporting process.

4.2 Internal Controls

(a) Consider and review with Senior Management and the Auditor, the adequacy and effectiveness of internal controls over accounting and financial reporting within the Company and any proposed significant changes in them.

(b) Consider and discuss any Auditor's comments on the Company's internal controls, together with Senior Management responses thereto.

(c) Discuss, as appropriate, with Senior Management and the Auditor, any major issues as to the adequacy of the Company's internal controls and any special audit steps in light of material internal control deficiencies.

(d) Review annually the disclosure controls and procedures.

(e) Receive confirmation from the CEO and the CFO of the effectiveness of disclosure controls and procedures, and whether there are any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information or any fraud, whether or not material, that involves Senior Management or other employees who have a significant role in the Company's internal control over financial reporting. In addition, receive confirmation from the CEO and the CFO that they are prepared to sign the annual and quarterly certificates required by Sections 4.1 and 5.1 of NI 52-109, as amended from time to time.

4.3 The Auditor

<u>Qualifications and Selection</u>

(a) Subject to the requirements of applicable law, be solely responsible to select, retain, compensate, oversee, evaluate and, where appropriate, replace the Auditor. The Committee shall be entitled to adequate funding from the Company for the purpose of compensating the Auditor for authorized services.

(b) Instruct the Auditor that:

 (i) they are ultimately accountable to the Board and the Committee, as representatives of shareholders; and

 (ii) they must report directly to the Committee.

(c) Ensure that the Auditor have direct and open communication with the Committee and that the Auditor meet with the Committee once each financial quarter without the presence of Senior Management to discuss any matters that the Committee or the Auditor believe should be discussed privately.

(d) Evaluate the Auditor's qualifications, performance, and independence. As part of that evaluation:

 (i) at least annually, request and review a formal report by the Auditor describing: the firm's internal quality-control procedures; any material issues raised by the most recent internal quality-control review, or peer review, of the firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the firm, and any steps taken to deal with any such issues;

(ii) annually review and confirm with Senior Management and the Auditor the independence of the Auditor, including all relationships between the Auditor and the Company, including the amount of fees received by the Auditors for the audit services, the extent of non-audit services and fees therefor, the timing and process for implementing the rotation of the lead audit partner, reviewing partner and other partners providing audit services for the Company, and whether there should be a regular rotation of the audit firm itself; and

(iii) annually review and evaluate senior members of the audit team of the Auditor, including their expertise and qualifications. In making this evaluation, the Committee should consider the opinions of Senior Management.

Conclusions on the independence of the Auditor should be reported by the Committee to the Board.

(e) Approve and review, and verify compliance with, the Company's policies for hiring of employees and former employees of the Auditor and former auditors. Such policies shall include, at minimum, a one-year hiring "cooling off" period.

Other Matters

(f) Meet with the Auditor to review and approve the annual audit plan of the Company's financial statements prior to the annual audit being undertaken by the Auditor, including reviewing the year-to-year co-ordination of the audit plan and the planning, staffing and extent of the scope of the annual audit. This review should include an explanation from the Auditor of the factors considered by the Auditor in determining their audit scope, including major risk factors. The Auditor shall report to the Committee all significant changes to the approved audit plan.

(g) Review and pre-approve all audit and non-audit services and engagement fees and terms in accordance with applicable law, including those provided to the Company's subsidiaries by the Auditor or any other person in its capacity as independent auditor of such subsidiary. Between scheduled Committee meetings, the Committee Chair, on behalf of the Committee, is authorized to pre-approve any audit or non-audit services and engagement fees and terms up to $50,000. At the next Committee meeting, the Committee Chair shall report to the Committee any such pre-approval given.

(h) Establish and adopt procedures for such matters.

4.4 Compliance

(a) Monitor compliance by the Company with all payments and remittances required to be made in accordance with applicable law, where the failure to make such payments could render the Company's directors personally liable.

(b) Receive regular updates from Senior Management regarding compliance with laws and regulations and the process in place to monitor such compliance, excluding, however, legal compliance matters subject to the oversight of the Corporate Governance and Nominating

Committee of the Board. Review the findings of any examination by regulatory authorities and any observations by the Auditor relating to such matters.

(c) Establish and oversee the procedures in the Company's Whistleblower Policy to address:

(i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting or auditing matters or unethical or illegal behaviour; and

(ii) confidential, anonymous submissions by employees of concerns regarding questionable accounting and auditing matters or unethical or illegal behaviour.

(d) Ensure that political and charitable donations conform with policies and budgets approved by the Board.

(e) Monitor management of hedging, debt and credit, make recommendations to the Board respecting policies for management of such risks, and review the Company's compliance therewith.

(f) Approve the review and approval process for the expenses submitted for reimbursement by the CEO.

(g) Oversee Senior Management's mitigation of material risks within the Committee's mandate and as otherwise assigned to it by the Board.

4.5 Financial Oversight

(a) Assist the Board in its consideration and ongoing oversight of matters pertaining to:

(i) capital structure and funding including finance and cash flow planning;

(ii) capital management planning and initiatives;

(iii) property and corporate acquisitions and divestitures including proposals which may have a material impact on the Company's capital position;

(iv) the Company's annual budget;

(v) the Company's insurance program;

(vi) directors' and officers' liability insurance and indemnity agreements; and

(vii) matters the Board may refer to the Committee from time to time in connection with the Company's capital position.

4.6 Other

(a) Oversee the development and application of policies and procedures to mitigate cyber risk and annually assess the adequacy of such cyber risk controls.

(b) Perform such other duties as may be assigned to the Committee by the Board.

(c) Annually review and assess the adequacy of its charter and recommend any proposed changes to the Corporate Governance and Nominating Committee.

(d) Review its own performance annually, and provide the results of such evaluation to the Board for its review.

5. AUTHORITY

The Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the authority to:

(a) select, retain, terminate, set and approve the fees and other retention terms of special or independent counsel, accountants or other experts, as it deems appropriate; and

(b) obtain appropriate funding to pay, or approve the payment of, such approved fees, without seeking approval of the Board or Senior Management.

6. ACCOUNTABILITY

The Committee Chair shall make periodic reports to the Board, as requested by the Board, on matters that are within the Committee's area of responsibility.

The Committee shall maintain minutes of its meetings with the Company's Corporate Secretary and shall provide an oral report to the Board at the next Board meeting that is held after a Committee meeting.

Schedule A

Sections 1.4 and 1.5 of National Instrument 52-110

1.4 Meaning of Independence

(1) An audit committee member is independent if he or she has no direct or indirect material relationship with the issuer.

(2) For the purposes of subsection (1), a "material relationship" is a relationship which could, in the view of the issuer's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment.

(3) Despite subsection (2), the following individuals are considered to have a material relationship with an issuer:

(a) an individual who is, or has been within the last three years, an employee or executive officer of the issuer;

(b) an individual whose immediate family member is, or has been within the last three years, an executive officer of the issuer;

(c) an individual who:

(i) is a partner of a firm that is the issuer's internal or external auditor,

(ii) is an employee of that firm, or

(iii) was within the last three years a partner or employee of that firm and personally worked on the issuer's audit within that time;

(d) an individual whose spouse, minor child or stepchild, or child or stepchild who shares a home with the individual:

(i) is a partner of a firm that is the issuer’s internal or external auditor,

(ii) is an employee of that firm and participates in its audit, assurance or tax compliance (but not tax planning) practice, or

(iii) was within the last three years a partner or employee of that firm and personally worked on the issuer’s audit within that time;

(e) an individual who, or whose immediate family member, is or has been within the last three years, an executive officer of an entity if any of the issuer’s current executive officers serves or served at that same time on the entity’s compensation committee; and

(f) an individual who received, or whose immediate family member who is employed as an executive officer of the issuer received, more than $75,000 in direct compensation from the issuer during any 12 month period within the last three years.

(4) Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because:

(a) he or she had a relationship identified in subsection (3) if that relationship ended before March 30, 2004; or

(b) he or she had a relationship identified in subsection (3) by virtue of subsection (8) if that relationship ended before June 30, 2005.

(5) For the purposes of clauses (3)(c) and (3)(d), a partner does not include a fixed income partner whose interest in the firm that is the internal or external auditor is limited to the receipt of fixed amounts of compensation (including deferred compensation) for prior service with that firm if the compensation is not contingent in any way on continued service.

(6) For the purposes of clause (3)(f), direct compensation does not include:

(a) remuneration for acting as a member of the board of directors or of any board committee of the issuer, and

(b) the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.

(7) Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because the individual or his or her immediate family member

(a) has previously acted as an interim chief executive officer of the issuer, or

(b) acts, or has previously acted, as a chair or vice-chair of the board of directors or of any board committee of the issuer on a part-time basis.

(8) For the purpose of section 1.4, an issuer includes a subsidiary entity of the issuer and a parent of the issuer.

1.5 Additional Independence Requirements

(1) Despite any determination made under section 1.4, an individual who

(a) accepts, directly or indirectly, any consulting, advisory or other compensatory fee from the issuer or any subsidiary entity of the issuer, other than as remuneration for acting in his or her capacity as a member of the board of directors or any board committee, or as a part- time chair or vice-chair of the board or any board committee; or

(b) is an affiliated entity of the issuer or any of its subsidiary entities, is considered to have a material relationship with the issuer.

(2) For the purposes of subsection (1), the indirect acceptance by an individual of any consulting, advisory or other compensatory fee includes acceptance of a fee by:

(a) an individual's spouse, minor child or stepchild, or a child or stepchild who shares the individual's home; or

(b) an entity in which such individual is a partner, member, an officer such as a managing director occupying a comparable position or executive officer, or occupies a similar position (except limited partners, non-managing members and those occupying similar positions who, in each case, have no active role in providing services to the entity) and which provides accounting, consulting, legal, investment banking or financial advisory services to the issuer or any subsidiary entity of the issuer.

(3) For the purposes of subsection (1), compensatory fees do not include the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.

Section 1.6 of National Instrument 52-110

Section 1.6 defines financial literacy as follows:

For the purposes of this Instrument, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements.

APPENDIX "C"

<u>SHARE-BASED COMPENSATION PLAN</u>

See attached.

NICKEL CREEK PLATINUM CORP.

SHARE-BASED

COMPENSATION PLAN

Nickel Creek Platinum Corp.

(the "Company")

SHARE-BASED COMPENSATION PLAN

(the "Plan")

1. PURPOSE OF THIS PLAN

1.1 **Purpose of this Plan.** The purpose of this Plan is to promote the interests and long-term success of the Company by:

(a) furnishing certain Employees, directors, officers and Consultants of the Company, or its Subsidiaries, and other Persons as the Compensation Committee may determine, with greater incentive to further develop and promote the business and financial success of the Company;

(b) furthering the alignment of interests of Persons to whom Awards may be granted with those of the shareholders of the Company generally through a proprietary ownership interest in the Company; and

(c) assisting the Company in attracting, retaining and motivating its Employees, directors, officers and Consultants.

The Company believes that these purposes may best be effected by granting Awards and affording such Persons an opportunity to acquire a proprietary interest in the Company.

ARTICLE II - DEFINITIONS AND INTERPRETATION

2.1 **Definitions.** In this Plan, unless there is something in the subject matter or context inconsistent therewith, capitalized words and terms will have the following meanings:

(a) "**Affiliate**" means an affiliate as defined in the Securities Act;

(b) "**Associate**" means an associate as defined in the Securities Act;

(c) "**Award**" means any Option, Stock Appreciation Right, Performance Share Unit, Restricted Share Unit or Deferred Share Unit granted under this Plan;

(d) "**Award Agreement**" means (i) in respect of an Option, an Option Agreement; (ii) in respect of a PSU, a PSU Agreement; (iii) in respect of an RSU, an RSU agreement; (iv) in respect of a DSU, a DSU Agreement; and (v) in respect of any other Award, an Other Award Agreement. Each Award Agreement shall be subject to the applicable provisions of this Plan and any other terms and conditions (not inconsistent with this Plan) determined by the Compensation Committee;

(e) "**Blackout Period**" means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or otherwise prohibited by law from trading any securities of the Company;

(f) “**Board of Directors**” means the board of directors of the Company as constituted from time to time;

(g) “**Business Day**” means a day other than a Saturday, Sunday or a statutory or civic holiday in Vancouver, British Columbia;

(h) “**Cause**”, in respect of any Participant, means:

(i) if “Cause” is defined in an employment agreement between such Participant and the Company, the meaning of “Cause” as provided for in such employment agreement; and

(ii) if “Cause” is not so defined, a circumstance that would entitle or require the Company, at law, to terminate the employment or services of such Participant at law without notice or compensation as a result of such termination;

(i) “**Change of Control**” means the occurrence of any one or more of the following events:

(i) any transaction in which voting securities of the Company possessing more than 50% of the total combined voting power of the Company’s outstanding securities are transferred to a Person or Persons different from the Persons holding those securities immediately prior to such transaction;

(ii) as a result of or in connection with: (A) a contested election of directors of the Company; or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Company or any of its Affiliates and another corporation or other entity, in each case which results in the directors of the Company prior to the event described in (A) or (B) comprising less than 50% of the number of directors following such event;

(iii) any acquisition, directly or indirectly, by a Person or Related Group of Persons (other than a Person that is a registered dealer as described in Section 2.1(oo)(iii) and other than the Company or a Person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership of voting securities of the Company possessing more than 50% of the total combined voting power of the Company’s outstanding securities;

(iv) any acquisition, directly or indirectly, by a Person or Related Group of Persons of the right to appoint a majority of the directors of the Company or the right or ability to otherwise directly or indirectly control the management, affairs and business of the Company;

(v) any sale, transfer or other disposition of all or substantially all of the assets of the Company;

(vi) a complete liquidation or dissolution of the Company; or

(vii) any transaction or series of transactions involving the Company or any of its Affiliates that the Board of Directors, acting reasonably, deems to be a Change of Control, provided however, that a Change of Control shall not be deemed to have occurred if such Change of Control results solely from the issuance, in connection with a *bona fide* financing or series of financings by the Company or any of its Affiliates, of voting securities of the Company or any of its Affiliates, or any rights to acquire voting securities of the Company or any of its Affiliates which are convertible into voting securities and provided further however, that the Compensation Committee may narrow the definition of a Change of Control in an Award Agreement for a U.S. Participant in order to comply with Section 409A;

(j) "**Common Shares**" means the common shares in the capital of the Company, provided that if the rights of any Participant are subsequently adjusted pursuant to Article XXI hereof, "**Common Shares**" thereafter means the shares or other securities or property which such Participant is entitled to purchase after giving effect to such adjustment;

(k) "**Company**" means Nickel Creek Platinum Corp. and includes any successor company thereto;

(l) "**Compensation Committee**" has the meaning ascribed thereto by Section 4.1 of this Plan;

(m) "**Consultant**" means any individual consultant, or a company or partnership of which the individual consultant is an employee, shareholder or partner (other than an Employee, director or officer) that:

(i) is engaged to provide services to the Company or any of its Affiliates;

(ii) provides the services under a written contract between the Company or any of its Affiliates and the individual, company or partnership; and

(iii) spends or will spend a significant amount of time and attention on the affairs and business of the Company or any of its Affiliates;

(n) "**Current Market Price**" means, in respect of Stock Appreciation Rights which are exercised: (A) the closing price of the Common Shares on the Stock Exchange on the date the notice of exercise in respect thereof is received by the Company, if such day is a trading day and the notice of exercise is received by the Company after regular trading hours; or (B) the closing price of the Common Shares on the Stock Exchange on the trading day immediately prior to the date the notice of exercise in respect thereof is received by the Company, if the notice of exercise is received by the Company during regular trading hours, or on a non-trading day;

(o) "**Disinterested Shareholder Approval**" means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to the Common Shares of the Company beneficially owned by Insiders and their Associates;

(p) "**DSU" or "Deferred Share Unit"** means a unit credited to a Participant by way of a bookkeeping entry in the books of the Company pursuant to this Plan, which is equivalent in value to a Common Share;

(q) “**DSU Agreement**” means an agreement evidencing a Deferred Share Unit entered into by and between the Company and a Participant, substantially in the form appended hereto at Schedule “E”;

(r) “**DSU Fair Market Value**” means, on any particular date, the trading price at which the Common Shares traded on the Stock Exchange as of the close of market on the day immediately prior to such date;

(s) “**Eligible Person**” means an Employee, director, officer or Consultant of the Company or any of its Subsidiaries;

(t) “**Employee**” means an individual who is considered an employee of the Company or its Subsidiary under the Tax Act (i.e., including a person for whom income tax, employment insurance and CPP deductions must be made at source);

(u) “**Free-Standing SAR**” means a Stock Appreciation Right granted under Section 10.1 and that is not a Tandem SAR;

(v) “**Insider**” means a Participant who is defined as an “insider” in the TSXV Manual;

(w) “**Legal Representative**” has the meaning ascribed thereto in Section 8.7;

(x) “**Merger and Acquisition Transaction**” means:

  (i) any merger;

  (ii) any acquisition;

  (iii) any amalgamation;

  (iv) any offer for shares of the Company which if successful would entitle the offeror to acquire all of the voting securities of the Company; or

  (v) any arrangement or other scheme of reorganization,

in each case that results in a Change of Control;

(y) “**Multiplier(s)**” means the factor(s) by which a Participant’s PSUs will be multiplied, as determined by the Compensation Committee and set out in the applicable PSU Agreement;

(z) “**Notice of Exercise**” means the notice of exercise to be appended to each Option Agreement, which notice must be submitted, under, and in accordance with, the terms of the Option Agreement, to the Company by a Participant that wishes to exercise any of his or her Options under this Plan;

(aa) **“Notice of Redemption”** means written notice, on a prescribed form, by the Participant, or the administrator or liquidator of the estate of the Participant, to the Company of the Participant’s wish to redeem his or her Deferred Share Units.

(bb) “**Option Agreement**” means an agreement evidencing an Option (with or without a Tandem SAR), entered into by and between the Company and an Eligible Person, substantially in the form appended hereto at Schedule “A”;

(cc) “**Option Exercise Price**” has the meaning ascribed thereto in Section 8.1, provided that if such price is adjusted pursuant to Article XXI, “**Option Exercise Price**” thereafter means the price per Common Share at which such Participant may purchase Common Shares pursuant to such Option after giving effect to such adjustment;

(dd) “**Option Expiry Date**” has the meaning ascribed thereto in Section 8.2;

(ee) “**Option Fair Market Value**” has the meaning ascribed thereto in Section 8.1;

(ff) “**Options**” means stock options granted hereunder to purchase Common Shares from the Company, pursuant to the terms and conditions hereof and as evidenced by an Option Agreement, and “**Option**” means any one of them;

(gg) “**Other Award Agreement**” means an agreement evidencing a Stock Appreciation Right entered into by and between the Company and an Eligible Person, substantially in the form appended hereto at Schedule “B”;

(hh) “**Participant**” means an Eligible Person to whom an Award has been granted;

(ii) “**Performance Period**” means the period provided for in Section 11.3;

(jj) “**Person**” means and includes an individual, corporation, partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not;

(kk) “**Plan**” means this Share-Based Compensation Plan, as the same may from time to time be supplemented or amended and in effect;

(ll) “**PSU**” or “**Performance Share Unit**” means a bookkeeping entry evidencing the right of a Participant to receive the value of one Common Share at the time of payment, multiplied by the applicable Multiplier(s), pursuant to the terms and conditions hereof and as evidenced by a PSU Agreement;

(mm) “**PSU Agreement**” means an agreement evidencing a Performance Share Unit entered into by and between the Company and an Eligible Person, substantially in the form appended hereto at Schedule “C”;

(nn) “**PSU Fair Market Value**” means, on any particular date, the trading price at which the Common Shares traded on the Stock Exchange as of the close of market on the day immediately prior to such date;

(oo) “**Related Group of Persons**” means:

(i) Persons and any one or more of their respective Associates and Affiliates; and

(ii) any two or more Persons who have an agreement, commitment or understanding, whether formal or informal, with respect to:

(A) the acquisition of or the intention to acquire, directly or indirectly, beneficial ownership of, or control and direction over, Voting Shares; or

(B) the exercise of voting rights attached to the securities of the Company beneficially owned by such Persons, or over which such Persons have control and direction, on matters regarding the appointment of directors or control of the management, affairs and business of the Company;

(iii) notwithstanding Section 2.1(oo)(ii)(A) above, a registered dealer acting solely in an agency capacity for a person or Related Group of Persons in connection with the acquisition of beneficial ownership of, or control and direction over, securities of the Company, and not executing principal transactions for its own account or performing services beyond customary dealer's functions, shall not be deemed solely by reason of such agency relationship to be a related person for the purposes of the definition of Related Group of Persons;

(pp) "**Restricted Period**" means any period of time that a Restricted Share Unit is not exercisable and the Participant holding such Restricted Share Unit remains ineligible to receive Restricted Shares, determined by the Compensation Committee in its absolute discretion, however, such period of time may be reduced or eliminated from time to time and at any time and for any reason as determined by the Compensation Committee, including but not limited to, circumstances involving death or disability of a Participant;

(qq) "**RSU**" or "**Restricted Share Unit**" means a bookkeeping entry evidencing the right of a Participant to receive, on the Participant's RSU Entitlement Date, fully paid Common Shares, as determined by the Compensation Committee;

(rr) "**RSU Agreement**" means an agreement evidencing a Restricted Share Unit entered into by and between the Company and an Eligible Person, substantially in the form appended hereto at Schedule "D";

(ss) "**RSU Entitlement Date**" means the date after the expiry of the Restricted Period;

(tt) "**RSU Fair Market Value**" means, on any particular date, the trading price at which the Common Shares traded on the Stock Exchange as of the close of market on the day immediately prior to such date;

(uu) **"Restricted Shares**" means the Common Shares issuable upon either (a) the expiry of an applicable Restricted Period; or (b) the grant of Restricted Share Units if they are granted without any applicable Restricted Period;

(vv) "**Retirement**" means the Participant ceasing to be an Eligible Person after attaining a stipulated age in accordance with the Company's normal retirement policy, or earlier with the Company's consent;

(ww) “**SAR**” or “**Stock Appreciation Right**” means a right of the type described in Article X and includes Free-Standing SARs and Tandem SARs;

(xx) “**SAR Exercise Price**” has the meaning ascribed thereto in Section 10.2;

(yy) “**SAR Expiry Date**” has the meaning ascribed thereto in Section 10.3(a);

(zz) “**SAR Fair Market Value**” has the meaning ascribed thereto in Section 10.2;

(aaa) **“Section 409A”** means Section 409A of the *U.S. Internal Revenue Code of 1986, as amended*, and the U.S. Treasury Regulations and other U.S. Internal Revenue Service guidance promulgated thereunder as in effect from time to time;

(bbb) “**Securities Act**” means the *Securities Act* (British Columbia);

(ccc) “**Separation Date**” means the date a Participant ceases to be a director, an officer and/or an Employee of the Company for any reason, including, without limiting the generality of the foregoing, as a result of Retirement, Termination or death; provided, however, that a Separation Date with respect to a U.S. Participant shall mean a Separation from Service, subject to the provisions of Section 22.7;

(ddd) “**Separation from Service**” has the meaning ascribed to it under Section 409A, subject to the provisions of Section 22.7 and provided that a Separation from Service shall not occur due to a leave of absence from employment in excess of 6 months if the leave of absence is a result of a medically determinable physical or mental impairment that causes the employee to be unable to perform the duties of his or her position of his or her employment or any similar position of employment for up to 29 months;

(eee) “**Share Premium**” has the meaning ascribed thereto in Section 10.10;

(fff) “**Stock Exchange**” means such stock exchange or other organized market on which the Common Shares are principally listed or posted for trading from time to time;

(ggg) “**Subsidiary**” means a subsidiary as defined in the Securities Act;

(hhh) “**Tandem SAR**” means a Stock Appreciation Right granted under Section 10.1 in tandem with a related Option or as an addition to a previously granted and outstanding Option, and that is not a Free-Standing SAR;

(iii) “**Tax Act**” means the *Income Tax Act* (Canada) as amended;

(jjj) “**Termination**” means a Participant ceasing to be an Eligible Person for any reason other than the Retirement, death or disability of the Participant;

(kkk) “**Triggering Event**” means any one of the following events which occurs in respect of a Change of Control without the express agreement in writing of the Participant;

(i) an adverse change in any of the duties, powers, rights, discretion, prestige, salary, benefits, perquisites of the Participant as they exist, and with respect to financial entitlements, the conditions under and manner in which they were payable, immediately prior to the Change of Control;

(ii) a diminution of the title of the Participant as it exists immediately prior to the Change of Control;

(iii) a change in the person or body to whom the Participant reports immediately prior to the Change of Control, except if such person or body is of equivalent rank or stature or such change is as a result of the resignation or removal of such person or the persons comprising such body, as the case may be, provided that this shall not include a change resulting from a promotion in the normal course of business; or

(iv) a change in the hours during or location at which the Participant is regularly required immediately prior to the Change of Control to carry out the terms of employment with the Company, or an increase in the amount of travel the Participant is required to conduct on behalf of the Company, provided however, that the Compensation Committee may narrow the definition of a Triggering Event in an Award Agreement for a U.S. Participant in order to comply with or be exempt from Section 409A;

(lll) **"trading day**" means any day on which the Stock Exchange is open for regular securities trading business;

(mmm) **"TSXV**" means the TSX Venture Exchange;

(nnn) **"TSXV Manual**" means the TSXV Corporate Finance Manual, as same may be amended or restated from time to time;

(ooo) **"U.S. Participant"** refers to a Participant who, at any time during the period from the date an Award is granted to the Participant to the date such Award is redeemed by the Participant, is subject to income taxation in the United States on the income received for his or her services as a director, an officer and/or an Employee of the Company and who is not otherwise exempt from U.S. income taxation under the relevant provisions of the *U.S. Internal Revenue Code of 1986, as amended*, or the *Canada-U.S. Income Tax Convention, as amended from time to time;* and

(ppp) "**Voting Shares**" means a security of the Company that:

(i) is not a debt security; and

(ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

2.2 **Interpretation.** In this Plan, except as otherwise expressly provided:

(a) any reference in this Plan to a designated "**Article**", "**Section**" or other subdivision is a reference to the designated Article, Section or other subdivision of this Plan;

(b) the recitals hereto are incorporated into and form part of this Plan;

(c) the words "**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to this Plan as a whole and not to any particular Article, Section or other subdivision of this Plan;

(d) the headings are for convenience only and do not form a part of this Plan and are not intended to interpret, define or limit the scope, extent or intent of this Plan;

(e) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include any other gender, the word "**or**" is not exclusive and the word "**including**" is not limiting whether or not non-limiting language (such as "**without limitation**" or "**but not limited to**" or words of similar import) is used with reference thereto;

(f) unless otherwise provided, all amounts are stated and are to be paid in Canadian dollars;

(g) where the time for doing an act falls or expires on a day which is not a Business Day, the time for doing such act is extended to the next Business Day; and

(h) unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments thereto and in force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or regulation.

ARTICLE III - EFFECTIVE DATE OF PLAN

3.1 **Effective Date of this Plan.** This plan was originally made effective on December 17, 2013. This Plan was most recently amended and approved by the Board of Directors on May 1, 2026. For so long as the Company is listed on the TSXV, this Plan must be approved annually by shareholders in accordance with Policy 4.4. of the TSXV Manual.

ARTICLE IV - ADMINISTRATION OF PLAN

4.1 **Administration of Plan.** The Board of Directors may at any time appoint a committee of the Board of Directors (the "**Compensation Committee**") to, among other things, interpret, administer and implement this Plan on behalf of the Board of Directors in accordance with such terms and conditions as the Board of Directors may prescribe, consistent with this Plan (provided that if at any such time such a committee has not been appointed by the Board of Directors, this Plan will be administered by the Board of Directors, and in such event references herein to the Compensation Committee shall be construed to be references to the Board of Directors). The Board of Directors will take such steps that in its opinion are required to ensure that the Compensation Committee has the necessary authority to fulfill its functions under this Plan.

4.2 **Powers of Compensation Committee.** The Compensation Committee is authorized, subject to the provisions of this Plan and the rules and policies of the Stock Exchange, to establish from time to time such rules and regulations, make such determinations and to take such steps in connection with this Plan as in the opinion of the Compensation Committee are necessary or desirable for the proper administration of this Plan. For greater certainty, without limiting the generality of the foregoing, the Compensation Committee will have the power, where consistent with the general purpose and intent of this Plan and subject to the specific provisions of this Plan and any approvals or requirements of any regulatory authorities to which the Company is subject, including the Stock Exchange:

(a) to delegate such duties and powers as the Compensation Committee may see fit with respect to this Plan (including, for greater certainty, the powers set out in Sections 4.2(b) through (w) below, pursuant to guidelines approved by the Compensation Committee, and in such event and in respect of those powers so delegated, references herein to the Compensation Committee shall be construed to be references to those Persons to whom such powers have been so delegated);

(b) to interpret and construe this Plan and any Award Agreement and to determine all questions arising out of this Plan and any Award Agreement, and any such interpretation, construction or determination made by the Compensation Committee will be final, binding and conclusive for all purposes;

(c) to determine Persons who are Eligible Persons;

(d) to grant Awards to Eligible Persons;

(e) to determine the type or types of Awards to be granted to each Eligible Person;

(f) to determine the time or times when Awards will be granted;

(g) to determine the number of Common Shares covered by each Award (or the then method by which payments or other rights are to be determined in connection therewith);

(h) to determine whether, to what extent and under what circumstances Awards may be exercised in cash, Common Shares, other securities, other Awards or other property, or cancelled, forfeited or suspended;

(i) to enter into an Award Agreement evidencing each Award which will incorporate such additional terms as the Compensation Committee in its discretion deems consistent with this Plan;

(j) to prescribe the form of the instruments relating to the grant, exercise and other terms and conditions of an Award;

(k) to determine the Option Exercise Price, subject to Section 8.1;

(l) to determine the SAR Exercise Price, subject to Section 10.2;

(m) to determine in respect of PSUs, the Performance Period, the performance-based criteria, the Multiplier(s), and the treatment of PSUs upon a distribution being paid on Common Shares;

(n) to determine in respect of RSUs, the Restricted Period (if any) and the entitlement to distributions being paid on Common Shares;

(o) to determine in respect of DSUs, which directors, officers and Employees will be granted DSUs and which directors, officers and Employees will be granted the ability to elect to receive more DSUs, as described in Section 13.1(b);

(p) to determine the time or times when Options, SARs and PSUs will vest and be exercisable, to determine the time or times when the Restricted Period of RSUs will expire and to determine when it is appropriate to accelerate the time at which Options, SARs or PSUs otherwise subject to vesting may be exercised, or the time at which RSUs otherwise subject to a Restricted Period may be settled (provided that in no event shall vesting requirements which are mandated by the Stock Exchange be accelerated without the prior written approval of the Stock Exchange);

(q) to determine if the Common Shares that are subject to an Option, SAR, PSU or RSU, or that are issuable upon redemption of a DSU, will be subject to any restrictions or repurchase rights upon the exercise, settlement or redemption (as applicable) of such Option, SAR, PSU, RSU or DSU, including, where applicable, the endorsement of a legend on any certificate representing Common Shares acquired on the exercise, settlement or redemption (as applicable) of such Option, SAR, PSU, RSU or DSU, to the effect that such Common Shares may not be offered, sold or delivered except in compliance with the applicable Stock Exchange rules and securities laws and regulations of Canada, the United States and any other applicable country and if any rights or restrictions exist they will be described in the applicable Option Agreement, PSU Agreement, RSU Agreement, DSU Agreement or Other Award Agreement;

(r) to determine the expiration date for each Option, subject to Article VIII;

(s) to determine the expiration date for each SAR, subject to Article X;

(t) to determine the treatment of PSUs upon Retirement or Termination of a Participant, subject to Article XI;

(u) to determine the treatment of RSUs upon Retirement or Termination of a Participant, subject to Article XII;

(v) to take such steps and require such documentation from each Eligible Person which in its opinion are necessary or desirable to ensure compliance with the rules and regulations of the Stock Exchange and all applicable laws;

(w) to adopt such modifications, procedures and subplans as may be necessary or desirable to comply with the provisions of the laws of Canada, the United States and other countries in which the Company or its Affiliates may operate to ensure the viability and maximization of the benefits from the Awards granted to Participants residing in such countries and to meet the objectives of this Plan; and

(x) to do all such other matters as provided for herein.

Unless otherwise expressly provided in this Plan, all designations, determinations, interpretations and other decisions under or with respect to this Plan or any Award shall be within the sole discretion of the Compensation Committee, may be made at any time and shall be final, conclusive and binding upon any Eligible Person and any holder or beneficiary of any Award.

ARTICLE V - SHARES AVAILABLE FOR AWARDS

5.1 **Common Shares Available.** Subject to adjustment as provided in Article XXI, the total number of Common Shares reserved and available for grant and issuance pursuant to Options under this Plan shall not exceed ten percent (10%) of the total issued and outstanding Common Shares from time to time or such other number as may be approved by the Stock Exchange and the shareholders of the Company from time to time, provided that at all times when the Company is listed on the TSXV, the shareholder approval referred to herein must be obtained in compliance with the requirements of the TSXV Manual. In addition, from the date on which the Company is listed on the TSXV, the total number of Common Shares reserved and available for grant and issuance pursuant to Stock Appreciation Rights, Performance Share Units, Restricted Share Units or Deferred Share Units under this Plan shall not exceed 700,000 Common Shares (and, for clarity, includes those Common Shares issuable on settlement of Awards, other than Options, outstanding as of the date on which the Company is listed on the TSXV).

5.2 **Accounting for Awards.** For purposes of Section 5.1 and subject to Section 5.4, if an Award entitles the holder thereof to receive or purchase Common Shares, the number of Common Shares covered by such Award or to which such Award relates shall be counted on the date of grant of such Award against the aggregate number of Common Shares available for granting Awards under this Plan as follows:

(a) every Common Share subject to an Option (and Tandem SAR, if applicable) shall be counted as one Common Share for every Common Share subject to such Option (and Tandem SAR, if applicable); and

(b) every Common Share subject to an Award, other than an Option, shall be counted either as a whole Common Share or such greater or lesser fraction thereof as is determined at the discretion of the Compensation Committee having due regard to such matters and considerations as it determines relevant, including any applicable rules or policies of the Stock Exchange.

5.3 **Other Accounting for Awards.** If an outstanding Award for any reason expires or is terminated or cancelled without having been exercised or settled in full, or if Common Shares acquired pursuant to an Award subject to forfeiture or repurchase are forfeited, the Common Shares shall again be available for issuance under this Plan. Common Shares shall not be deemed to have been issued pursuant to this Plan with respect to any portion of an Award that is settled in cash.

5.4 **No Fractional Shares**. No fractional Common Shares may be purchased or issued under this Plan.

ARTICLE VI - GRANT OF AWARDS

Subject to the rules set out below, the Compensation Committee (or in the case of any proposed Participant who is a member of the Compensation Committee, the Board of Directors) may from time to time grant to any Eligible Person one or more Awards as the Compensation Committee deems appropriate. A Participant, who holds any Award at the time of granting an Award, may hold more than one type of Award.

6.1 **Date Award Granted.** The date on which an Award will be deemed to have been granted under this Plan will be the date on which the Compensation Committee authorizes the grant of such Award.

6.2 **Number of Common Shares under Award Grant.** Subject to complying with all requirements of the Stock Exchange and the provisions of this Plan (including, but not limited to, Section 6.3), the number of Common Shares that may be purchased under any Award will be determined and fixed by the Compensation Committee at the date of grant.

6.3 **Maximum Award Grant.**

(a) The aggregate number of Common Shares (i) reserved for issuance to Insiders, at any time, under this Plan, and under any other share compensation arrangement of the Company, shall not exceed 10% of the issued Common Shares; and (ii) issued to Insiders, within any 12 month period, under this Plan, and under any other share compensation arrangement of the Company, shall not exceed 10% of the issued Common Shares, calculated on the date of the grant to any Insider.

(b) The aggregate number of Common Shares reserved for issuance to any one Eligible Person, at any time, under this Plan and under any other share compensation arrangement of the Company, shall not exceed 5% of the issued Common Shares.

(c) For so long as the Company is listed on the TSXV, the aggregate number of Common Shares reserved for issuance to any one Eligible Person that is a Consultant (as such term is defined in the TSXV Manual), under this Plan and under any other share compensation arrangement of the Company, in any 12-month period must not exceed 2% of the issued Common Shares calculated at the date of the grant to the Consultant.

(d) For so long as the Company is listed on the TSXV, the aggregate number of Options to all persons retained to provide Investor Relations Activities (as such term is defined in the TSXV Manual) must not exceed 2% of the issued Common Shares in any 12-month period calculated at the date an Option is granted (and including any Eligible Person that performs Investor Relations Activities and/or whose role or duties primarily consist of Investor Relations Activities). Options granted to any Eligible Person retained to provide Investor Relations Activities must vest in a period of not less than 12 months from the date of grant of the Award and with no more the 25% of the Options vesting in any three (3) month period notwithstanding any other provision of this Plan.

6.4 **Award Agreements.** Each Award will be evidenced by an Award Agreement which may include such additional terms and conditions as the Compensation Committee in its discretion may deem appropriate and consistent with the provisions of this Plan (and the execution and delivery by the Company of an Award Agreement with a Participant shall be conclusive evidence that such Award Agreement incorporates terms and conditions and is consistent with the provisions of this Plan). Each Award Agreement will be executed by the Participant to whom the Award is granted and on behalf of the Company by any member of the Compensation Committee or any officer of the Company or such other Person as the Compensation Committee may designate for such purpose.

ARTICLE VII - ELIGIBILITY

Any Eligible Person shall be eligible to be designated a Participant. In determining which Eligible Person shall receive an Award and the terms of any Award, the Compensation Committee may take into account the nature of the services rendered or to be rendered by the respective Eligible Person, their present and potential contributions to the success of the Company or such other factors as the Compensation

Committee, in its discretion, deems relevant. In the case of Awards granted to Employees or Consultants, the Compensation Committee and the recipient of the Award(s) shall ensure and confirm that the recipient is a *bona fide* Employee or Consultant, as the case may be.

ARTICLE VIII - OPTIONS

8.1 **Exercise Price.** The exercise price per Common Share under each Option (the "**Option Exercise Price**") shall be determined by the Compensation Committee, in its sole discretion, provided that the Option Exercise Price shall not be less than the trading price at which the Common Shares traded on the Stock Exchange as of close of market on the day immediately prior to the date such Option is granted (the "**Option Fair Market Value**").

8.2 **Term of Options.** Subject to Section 8.3 and the requirements of the Stock Exchange, each Option will expire (the "**Option Expiry Date**") on the earlier of:

(a) the date determined by the Compensation Committee and specified in the Option Agreement pursuant to which such Option is granted, provided that such date may not be later than the earlier of: (i) the date which is the tenth anniversary of the date on which such Option is granted, and (ii) the latest date permitted under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Stock Exchange;

(b) in the event the Participant ceases to be an Eligible Person for any reason, other than the death of the Participant or the termination of the Participant for Cause, such period of time after the date on which the Participant ceases to be an Eligible Person as may be specified by the Compensation Committee, which date shall not exceed 90 days following the termination of the Participant's employment with the Company, or in the case of Options granted to a director, officer or a Consultant, 90 days following the Participant ceasing to be a director, officer or a Consultant, unless the Compensation Committee otherwise determines (provided that in no circumstances shall the date exceed one year from the date of termination of the Participant's employment with the Company, or the date the Participant ceased to be a director, officer or a Consultant, as applicable) and which period will be specified in the applicable Option Agreement with respect to such Option;

(c) in the event of the termination of the Participant as an officer, Employee or Consultant of the Company or a Subsidiary for Cause, the date of such termination;

(d) in the event that a director is subject to any order, penalty or sanction by an applicable securities regulatory authority which relates to such director's activities in relation to the Company, and the Compensation Committee determines that such director's Options should be cancelled, the date of such determination;

(e) in the event of the death of a Participant prior to: (i) the Participant ceasing to be an Eligible Person; or (ii) the date which is the number of days specified by the Compensation Committee pursuant to subparagraph (b) above from the date on which the Participant ceased to be an Eligible Person, the date which is one year after the date of death of such Participant or such earlier date as may be specified by the Compensation Committee and which period will be specified in the applicable Option Agreement with respect to such Option; and

(f) notwithstanding the foregoing provisions of subparagraphs (b), (c) and (d) of this Section 8.2, the Compensation Committee may, subject to Article XX and to regulatory approval, at any time prior to the expiry of an Option, extend the period of time within which an Option may be exercised by a Participant who has ceased to be an Eligible Person, but such an extension shall not be granted beyond the earlier to occur of (i) the date that is one year from the date such extension was granted; and (ii) the original expiry date of the Option as provided for in subparagraph (a) above.

8.3 **Blackout Extension**. Where the Option Expiry Date for an Option occurs during a Blackout Period, the Option Expiry Date for such Option shall be extended to the date which is 10 Business Days following the end of such Blackout Period, provided that, the Option Expiry Date for an Option will not be extended if the Eligible Person or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

8.4 **Exercise of Options and Other Restrictions.** Subject to the provisions of this Plan, the Compensation Committee may impose such limitations or conditions on the exercise or vesting of any Option as the Compensation Committee in its discretion deems appropriate, including limiting the number of Common Shares for which any Option may be exercised during any period as may be specified by the Compensation Committee so long as the requirements of the Stock Exchange in regards to exercise or vesting are met. The number of Common Shares for which such Option may be exercised in any period will be specified in the applicable Option Agreement with respect to such Option.

8.5 **Ceasing to Vest.** Except as determined from time to time by the Compensation Committee, all Options will cease to vest as at the date upon which the Participant ceases to be an Eligible Person (which, in the case of an Employee or Consultant of the Company or its Subsidiaries, shall be the date on which active employment or engagement, as applicable, with the Company or its Subsidiaries terminates, specifically without regard to any period of reasonable notice or any salary continuance).

8.6 **Accelerated Vesting of Options Upon Death.** Notwithstanding Section 8.5 above, in the event of the death of a Participant prior to the Participant ceasing to be an Eligible Person, all Options of such Participant shall become immediately vested.

8.7 **Exercise of Options.** Each Option Agreement will provide that the Option granted thereunder may be exercised only by a Notice of Exercise delivered to the Company and signed by the Participant, or the legal representative or committee or attorney, as the case may be (the "**Legal Representative**"), of the Participant, and accompanied by full payment for the Common Shares being purchased. Such consideration may be paid in any combination of the following: bank draft, certified cheque or wire transfer.

As soon as practicable after any exercise of an Option, a certificate or certificates will be delivered by the Company to the Participant or the Legal Representative of the Participant representing the Common Shares in respect of which such Option is exercised.

8.8 **Hold Periods.** Options and any Common Shares issued on the exercise of the Options may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

8.9 **Investor Relations Activities.** For so long as the Company is listed on the TSXV, Eligible Persons performing Investor Relations Activities shall only be eligible to receive Options under this Plan and no other Awards. In addition, notwithstanding any other provision of this Plan, any acceleration of vesting of Options issued to Eligible Persons performing Investor Relations Activities requires the prior approval of the TSXV.

8.10 **Options Granted to U.S. Participants.** An Option granted to a U.S. Participant and, if applicable, any Tandem SAR, shall meet the exception from application of Section 409A set forth in U.S. Treasury Regulation Section 1.409A-1(b)(5)(i).

ARTICLE IX - RESERVED

ARTICLE X - STOCK APPRECIATION RIGHTS

10.1 **Stock Appreciation Rights.** The Compensation Committee shall have the right, subject to Section 10.3, to grant to any Eligible Person Free-Standing SARs or Tandem SARs, with the specific terms and conditions thereof to be as provided in this Plan and in the Award Agreement entered into in respect of such grant. The Compensation Committee shall have complete discretion in determining the number of Common Shares to which a SAR pertains (subject to Sections 5.1 and 6.3) and, consistent with the provisions of this Plan, in determining the terms and conditions pertaining to any SAR.

10.2 **SAR Exercise Price**. The exercise price per Common Share under each Stock Appreciation Right (the "**SAR Exercise Price**") shall be determined by the Compensation Committee in its sole discretion and set forth in the Option Agreement (in the case of Tandem SARs) or Other Award Agreement, as the case may be, subject to the limitations of this Section 10.2. The SAR Exercise Price for each Free-Standing SAR shall not be less than the trading price at which the Common Shares traded on the Stock Exchange as of close of market on the day immediately prior to the date such SAR is granted (the "**SAR Fair Market Value**"). The SAR Exercise Price for each Tandem SAR shall be equal to the Option Exercise Price of the related Option.

10.3 **Term of SARs.**

(a) Subject to Section 10.4, and to the requirements of the Stock Exchange, the term of a SAR granted under this Plan shall be determined by the Compensation Committee, in its sole discretion, provided that no SAR shall be exercisable later than the tenth (10th) anniversary date of its grant (the "**SAR Expiry Date**").

(b) Notwithstanding Section 10.3(a) above, to the extent that any of the events in Section 8.2(b) to (f) occur in respect of the Participant, the SAR Expiry Date shall be the date determined in accordance with Section 8.2(b) to (f), as applicable (treating the SAR as if it were an Option).

10.4 **Blackout Extension**. Where the SAR Expiry Date for a SAR occurs during a Blackout Period, the SAR Expiry Date for such SAR shall be extended to the date which is 10 Business Days following the end of such Blackout Period, provided that, the SAR Expiry Date for a SAR will not be extended if the Eligible Person or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

10.5 **Ceasing to Vest.** Except as determined from time to time by the Compensation Committee, all SARs will cease to vest as at the date upon which the Participant ceases to be an Eligible Person (which, in the case of an Employee or Consultant of the Company or its Subsidiaries, shall be the date on which active employment or engagement, as applicable, with the Company or its Subsidiaries terminates, specifically without regard to any period of reasonable notice or any salary continuance).

10.6 **Accelerated Vesting of SARs Upon Death.** Notwithstanding Section 10.5 above, in the event of the death of a Participant prior to the Participant ceasing to be an Eligible Person, all SARs of such Participant shall become immediately vested.

10.7 **Accelerated Vesting of SARs Upon Triggering Event.** Notwithstanding Section 10.5 above, in the event that (i) a Change of Control and (ii) a Triggering Event occur in respect of a Participant, all SARs held by such Participant at the date of the Triggering Event shall become immediately vested as of the date of the Triggering Event.

10.8 **Exercise of Tandem SAR**. Tandem SARs may be exercised for all or part of the Common Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option. A Tandem SAR shall be exercisable only when and to the extent the related Option is exercisable and may be exercised only with respect to the Common Shares for which the related Option is then exercisable. A Tandem SAR shall entitle a Participant to elect, in the manner set forth in this Plan and the applicable Option Agreement, in lieu of exercising his or her unexercised related Option for all or a portion of the Common Shares for which such Option is then exercisable pursuant to its terms, to surrender such Option to the Company with respect to any or all of such Common Shares and to receive from the Company in exchange therefor a payment described in Section 10.10. An Option with respect to which a Participant has elected to exercise a Tandem SAR shall, to the extent of the Common Shares covered by such exercise, be cancelled automatically and surrendered to the Company. Such Option shall thereafter remain exercisable according to its terms only with respect to the number of Common Shares as to which it would otherwise be exercisable, less the number of Common Shares with respect to which such Tandem SAR has been so exercised.

10.9 **Exercise of Free-Standing SAR.** A Free-Standing SAR may be exercised upon whatever terms and conditions the Compensation Committee, in its sole discretion, in accordance with this Plan, determines and sets forth in the Other Award Agreement.

10.10 **Receipt of Common Shares Upon Exercise**. Upon exercise of a SAR, the Participant shall receive payment from the Company in an amount determined on the following basis:

Payment = **Number of Stock Appreciation Rights x (Current Market Price – SAR Exercise Price)**, less the deduction of any applicable withholding taxes in accordance with Section XVIII (the "**Share Premium**") / Current Market Price

The Share Premium shall be paid and satisfied by the Company issuing Common Shares, the number of which shall be calculated by dividing the Share Premium by the Current Market Price of the Common Shares on the exercise date. Where the Participant is subject to taxation under the provisions of the Tax Act in respect of the Share Premium, the Company shall make the election provided for in subsection 110(1.1) of the Tax Act.

10.11 **Limitations.** The issuance of Common Shares pursuant to the exercise of Stock Appreciation Rights granted under this Article X shall, for greater certainty, be subject to the limitations set out in Sections 5.1 and 6.3.

10.12 **Necessary Approvals.** The obligation of the Company to issue and deliver any Stock Appreciation Rights pursuant to an Award made under this Article X, or to deliver any Common Shares pursuant to the exercise thereof, will be subject to all necessary approvals of any applicable securities regulatory authority and the Stock Exchange.

10.13 **Hold Periods.** SARs and any Common Shares issued on the exercise of the SARs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

10.14 **SARS Granted to U.S. Participants.** SARs granted to a U.S. Participant shall meet the exception from application of Section 409A set forth in U.S. Treasury Regulation Section 1.409A-1(b)(5)(i)(B).

ARTICLE XI - PERFORMANCE SHARE UNITS

11.1 **Performance Share Units.** The Compensation Committee shall have the right to grant to any Eligible Person PSUs with the specific terms and conditions thereof to be as provided in this Plan and in the PSU Agreement entered into in respect of such grant. The PSU Agreement in respect of the PSUs granted will set out, at a minimum, the number of PSUs granted, the Performance Period, the performance-based criteria and the Multiplier(s). Subject to the provisions of this Article XI, each Performance Share Unit awarded to a Participant for services performed during the year in which the PSU is granted shall entitle the Participant to receive payment in an amount equal to the PSU Fair Market Value on the day immediately prior to the last day of the applicable Performance Period multiplied by the applicable Multiplier(s), to be determined on the last day of the Performance Period.

11.2 **Distributions.** Except as otherwise provided in an Award Agreement, the Compensation Committee, in its sole discretion, may determine that if and when distributions are paid on any Common Shares, additional Performance Share Units shall be credited to the Participant as of such distribution payment date, with such additional Performance Share Units subject to the terms of this Article XI. The number of additional Performance Share Units (including fractional Performance Share Units) to be credited to the Participant shall be determined by dividing the dollar amount of the distribution payable in respect of the Common Shares underlying the Performance Share Units by the PSU Fair Market Value on the date the distribution is paid. Fractional Performance Share Units to two decimal places shall be credited to the Participant. For greater certainty, the Performance Period and Multiplier(s), if any, shall be the same as the Performance Period and Multiplier(s), if any, for the Performance Share Units. In the event that the Company does not have sufficient room under this Plan to satisfy its obligation to issue additional Performance Share Units hereunder, the Company shall, in lieu of issuing such Participants the Performance Share Units to which they would have otherwise been entitled, pay such Participants, for each Performance Share Unit held, the amount of the distribution in cash, on the same basis had such Participant settled such Performance Share Units for Common Shares immediately prior to the declaration of the distribution and become a shareholder of the Company; provided that such payment shall only be made to the Participant upon settlement of the Performance Share Units pursuant to which the distribution was to be credited and if such Performance Share Units are never settled, then no such payment will be due to the Participant.

11.3 **Performance Period.** Subject to Sections 11.5, 11.6 and 11.7 (which could result in shortening any such period), the Performance Period in respect of a particular award shall be one year from the date of grant of the applicable PSU, provided that the Compensation Committee may, in its sole discretion, determine the Performance Period to be greater than one year, to a maximum of three years from the date of grant of the applicable PSU.

11.4 **Performance-Based Criteria and Multipliers.** The Compensation Committee may establish performance-based criteria which, if met by the Company, will entitle the Participant to be paid an amount in excess of or less than the PSU Fair Market Value of one Common Share for each Performance Share Unit at the end of the applicable Performance Period. The Compensation Committee, in its sole discretion, may waive the performance-based criteria if the Compensation Committee determines there were material unusual circumstances that occurred during the Performance Period (as an example only, if take-over speculation significantly affects the PSU Fair Market Value at the end of the Performance Period).

11.5 **Retirement or Termination During Performance Period**. If a Participant ceases to be an Eligible Person during the Performance Period because of Retirement or Termination of the Participant, all Performance Share Units previously awarded to the Participant shall be forfeited and cease to be credited to the Participant on the date of the Retirement or Termination, as the case may be; however, the Compensation Committee shall have the absolute discretion to modify the grant of the PSUs to provide that the Performance Period would end at the end of the calendar quarter immediately before the date of the Retirement or Termination, as the case may be, and the amount payable to the Participant shall be calculated as of such date.

11.6 **Death or Disability During Performance Period.** In the event of the death or total disability of a Participant during the Performance Period, the Performance Period shall be deemed to end at the end of the calendar quarter immediately before the date of death or total disability of the Participant and the amount payable to the Participant or its executors, as the case may be, shall be calculated as of such date.

11.7 **Change of Control During Performance Period**. In the event that (i) a Change of Control and (ii) a Triggering Event occurs and within 12 months following such Triggering Event the Participant advises the Company of his or her intention to terminate his or her employment as a result thereof, the Performance Period shall be deemed to end at the end of the calendar quarter immediately before the Change of Control and the amount payable to the Participant shall be calculated as of such date.

11.8 **Payment to Participants.** Subject to the terms of this Plan, the Compensation Committee, in its sole discretion, may pay earned Performance Share Units in the form of cash or in Common Shares issued from treasury (or in a combination thereof) equal to the value of the Performance Share Units at the end of the applicable Performance Period. The determination of the Compensation Committee with respect to the form of payout of such Performance Share Units shall be set forth in the PSU Agreement for the grant of the Performance Share Unit or reserved for later determination. In no event will delivery of such Common Shares or payment of any cash amounts be made later than 2½ months after the end of the year in which such conditions or restrictions were satisfied or lapsed.

11.9 **Limitations.** The issuance of Common Shares pursuant to the exercise of Performance Share Units granted under this Article XI shall, for greater certainty, be subject to the limitations set out in Sections 5.1 and 6.3.

11.10 **Necessary Approvals.** The obligation of the Company to issue and deliver any Performance Share Units pursuant to an Award made under this Article XI, or to deliver any Common Shares pursuant to the exercise thereof, will be subject to all necessary approvals of any applicable securities regulatory authority and the Stock Exchange.

11.11 **Hold Periods.** Common Shares issued in connection with earned PSUs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

11.12 **Performance Share Units Awarded to U.S. Participants.** The Compensation Committee shall have the right to award Performance Share Units to U.S. Participants that comply with Section 409A or that are exempt from Section 409A and to set forth in the applicable Award Agreement any specific requirements to comply with, or be exempt from, Section 409A.

ARTICLE XII - RESTRICTED SHARE UNITS

12.1 **Restricted Share Units.** The Compensation Committee shall have the right to grant to any Eligible Person RSUs as a discretionary payment in consideration of past services to the Company, subject to this Plan and with the specific terms and conditions thereof to be as provided in this Plan and in the RSU Agreement entered into in respect of such grant. At the end of the Restricted Period applicable to a Restricted Share Unit (on the RSU Entitlement Date) and without the payment of additional consideration or any other further action on the part of the Participant, the Company shall issue to the Participant one Common Share for each Restricted Share Unit held by the Participant for which the Restricted Period has expired.

12.2 **Restricted Period.** Concurrent with the determination to grant Restricted Share Units to a Participant, the Compensation Committee shall determine the Restricted Period applicable to such Restricted Share Units. No Restricted Period shall be longer than three years from the date of grant, subject to Section 12.8.

12.3 **Distributions.** Except as otherwise provided in an Award Agreement, the Compensation Committee, in its sole discretion, may determine that if and when distributions are paid on any Common Shares, additional Restricted Share Units shall be credited to the Participant as of such distribution payment date, with such additional Restricted Share Units subject to the terms of this Article XII. The number of additional Restricted Share Units to be credited to the Participant shall be determined by dividing the dollar amount of the distribution payable in respect of the Restricted Shares underlying the Restricted Share Units by the RSU Fair Market Value on the date the distribution is to be paid. The Restricted Period applicable to such additional Restricted Share Units, if any, shall be the same as the Restricted Period, if any, for the Restricted Share Units. In the event that the Company does not have sufficient room under this Plan to satisfy its obligation to issue additional Restricted Share Units hereunder, the Company shall, in lieu of issuing such Participants the Restricted Share Units to which they would have otherwise been entitled, pay such Participants, for each Restricted Share Unit held, the amount of the distribution in cash, on the same basis had such Participant settled such Restricted Share Units for Common Shares immediately prior to the declaration of the distribution and become a shareholder of the Company; provided that such payment shall only be made to the Participant upon settlement of the Restricted Share Units pursuant to which the distribution was to be credited and if such Restricted Share Units are never settled, then no such payment will be due to the Participant.

12.4 **Retirement or Termination During Restricted Period**. In the event of the Retirement or Termination of a Participant during the Restricted Period, any Restricted Share Units held by the Participant shall immediately terminate and be of no further force or effect; provided, however, that the Compensation Committee shall have the absolute discretion to modify the grant of the RSUs to provide that the Restricted Period shall terminate immediately prior to a Participant's Termination or Retirement.

12.5 **Death or Disability During Restricted Period.** In the event of:

(a) the death of a Participant, the Restricted Period in respect of any Restricted Share Units held by such Participant will be accelerated and will expire on the date of death of such Participant, the RSU Entitlement Date shall be deemed to occur, and the Restricted Shares represented by the Restricted Share Units held by such Participant will be issued to the Participant's estate as soon as reasonably practical thereafter, but in any event no later than 90 days thereafter; and

(b) the disability of a Participant (determined in accordance with the Company's normal disability practices), the Restricted Period in respect of any Restricted Share Units held by such Participant will be accelerated and will expire on the date in which such Participant is determined to be totally disabled, the RSU Entitlement Date shall be deemed to occur, and the Restricted Shares represented by the Restricted Share Units held by the Participant will be issued to the Participant as soon as reasonably practical, but in any event no later than 30 days following receipt by the Company of notice of disability.

12.6 **Change of Control During Restricted Period**. In the event that (i) a Change of Control and (ii) a Triggering Event occurs and within 12 months following such Triggering Event the Participant advises the Company by written notice of his or her intention to terminate his or her employment as a result thereof, the Restricted Period in respect of all Restricted Share Units held by such Participant shall expire on the date such written notice is received by the Company notwithstanding the Restricted Period.

12.7 **Settlement of Restricted Share Units.** The Company will satisfy its obligation in respect of Restricted Share Units, net of any applicable taxes and other source deductions required to be withheld by the Company, with the issue of fully paid Common Shares.

12.8 **Blackout Extension**: Unless otherwise determined by resolution of the Compensation Committee, in the event that any Restricted Period expires during, a Blackout Period, such expiry (and the RSU Entitlement Date) will be extended to the day immediately following the end of the Blackout Period, provided that the expiry will not be extended if the Eligible Person or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

12.9 **Limitations.** The issuance of Common Shares pursuant to the exercise of Restricted Share Units granted under this Article XII shall, for greater certainty, be subject to the limitations set out in Sections 5.1 and 6.3.

12.10 **Necessary Approvals.** The obligation of the Company to issue and deliver any Restricted Share Units pursuant to an Award made under this Article XII, or to deliver any Common Shares pursuant to the settlement thereof, will be subject to all necessary approvals of any applicable securities regulatory authority and the Stock Exchange.

12.11 **Hold Periods.** Common Shares issued in connection with earned RSUs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

12.12 **Restricted Shares Units Awarded to U.S. Participants.** The Compensation Committee shall have the right to award Restricted Share Units to U.S. Participants that comply with Section 409A or that are exempt from Section 409A and to set forth in the applicable Award Agreement any specific requirements to comply with, or be exempt from, Section 409A.

ARTICLE XIII - DEFERRED SHARE UNITS

13.1 **Deferred Share Units.**

(a) The Compensation Committee shall have the right to grant Deferred Share Units to one or more Participants in a lump sum amount or on regular intervals, based on such formulas or criteria as the Compensation Committee may from time to time determine, upon the terms, conditions and limitations subject to this Plan and with the specific terms and conditions thereof to be as provided in this Plan and in the DSU Agreement entered into in respect of such grant. Deferred Share Units will be credited to the Participant’s account when designated by the Compensation Committee.

(b) At the option of the Compensation Committee in its sole discretion, the Compensation Committee may provide a Participant with the ability to elect to receive in Deferred Share Units all or part of that portion of his or her compensation that is otherwise payable in cash (with the balance, if any, being paid in cash). If such an election is made available to a Participant, the Compensation Committee will provide a Participant written notice, specifying the portion of his or her compensation to which the election applies and the procedures for validly exercising such election. To be valid, an election must be exercised in strict compliance with the procedures set forth in the written notice.

(c) The number of Deferred Share Units granted at any particular time pursuant to this Plan will be calculated to the nearest thousandths of a Deferred Share Unit, determined by dividing (i) the dollar amount of compensation payable in Deferred Share Units by (ii) the DSU Fair Market Value on the grant date.

(d) The award of Deferred Share Units to a U.S. Participant shall be made at a time and in a manner that complies with the requirements of Section 409A, unless the Compensation Committee has determined that Section 409A does not apply.

13.2 **DSU Agreement.** Each grant of a Deferred Share Unit under this Plan shall be evidenced by a DSU Agreement issued to the Participant by the Company. Such DSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Compensation Committee from time to time) which are not inconsistent with this Plan and which the Compensation Committee deems appropriate for inclusion in a DSU Agreement. The provisions of DSU Agreements issued under this Plan need not be identical. A DSU Agreement to a U.S. Participant shall set forth whether it is intended to comply with Section 409A and may provide for additional requirements to comply with Section 409A.

13.3 **Dividends.** Subject to the absolute discretion of the Compensation Committee except to the extent provided otherwise in the DSU Agreement, in the event that a dividend (other than a stock dividend) is declared and paid by the Company on the Common Shares, a Participant may be credited with additional Deferred Share Units, with such additional Deferred Share Units subject to this Article XIII. The number of such additional Deferred Share Units, if any, will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Participant if the Deferred Share Units in the Participant's account on the dividend record date had been outstanding Common Shares (and the Participant held no other Common Shares), by (b) the DSU Fair Market Value of the Common Shares on the date on which such dividends were paid. In the event that the Company does not have sufficient room under this Plan to satisfy its obligation to issue additional Deferred Share Units hereunder, the Company shall, in lieu of issuing such Participants the Deferred Share Units to which they would have otherwise been entitled, pay such Participants, for each Deferred Share Unit held, the amount of the distribution in cash, on the same basis had such Participant settled such Deferred Share Units for Common Shares immediately prior to the declaration of the distribution and become a shareholder of the Company; provided that such payment shall only be made to the Participant upon settlement of the Deferred Share Units pursuant to which the dividend was to be credited and if such Deferred Share Units are never settled, then no such payment will be due to the Participant.

13.4 **Redemption of Deferred Share Units.**

i) Each Participant shall be entitled to redeem his or her Deferred Share Units during the period commencing on the business day immediately following the Separation Date and ending on the 90th day following the Separation Date by providing a written Notice of Redemption to the Company. In the event of death of a Participant, the Notice of Redemption shall be filed by the legal representative of the Participant. In the case of a U.S. Participant, however, subject to Sections 22.6 and 22.7, the redemption shall occur on the earlier of (i) Separation from Service or (ii) within 90 days of the U.S. Participant's death.

ii) On the date of redemption, the Participant shall be entitled to receive, and the Company shall issue or provide:

1. subject to shareholder approval of this Plan and the limitations set forth in Sections 5.1 and 6.3, a number of Common Shares issued from treasury equal to the number of DSUs in the Participant's account on the Separation Date, subject to any applicable deductions and withholdings;

2. subject to and in accordance with any applicable law, a number of Common Shares purchased by an independent administrator of this Plan in the open market for the purposes of providing Common Shares to Participants under this Plan equal in number to the DSUs in the Participant's account, subject to any applicable deductions and withholdings;

3. the payment of a cash amount to a Participant equal to the number of DSUs multiplied by the DSU Fair Market Value on the Separation Date, subject to any applicable deductions and withholdings; or

4. any combination of the foregoing,

as determined by the Company, in its sole discretion.

13.5 **Limitations.** The issuance of Common Shares pursuant to the redemption of Deferred Share Units granted under this Article XIII shall, for greater certainty, be subject to the limitations set out in Sections 5.1 and 6.3.

13.6 **Necessary Approvals.** The obligation of the Company to issue and deliver any Deferred Share Units pursuant to an Award made under this Article XIII, or to deliver any Common Shares pursuant to the redemption thereof, will be subject to all necessary approvals of any applicable securities regulatory authority and the Stock Exchange.

13.7 **Hold Periods.** Common Shares issued in connection with earned DSUs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

ARTICLE XIV - GENERAL TERMS OF AWARDS

14.1 **Consideration for Awards.** Awards may be granted for no cash consideration or for any cash or other consideration as determined by the Compensation Committee and required by applicable law.

14.2 **Awards May Be Granted Separately or Together.** Awards may, in the discretion of the Compensation Committee, be granted either alone or in addition to, or in tandem with any other Award or any award granted under any plan of the Company or any Subsidiary. Awards granted in addition to or in tandem with other Awards or in addition to or in tandem with awards granted under any such other plan of the Company or any Subsidiary may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

14.3 **Restrictions, Securities Exchange Listing.** All Common Shares or other securities delivered under this Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Compensation Committee may deem advisable under this Plan, applicable Canadian provincial, or foreign securities laws and regulatory requirements, and applicable corporate law, and the Compensation Committee may direct appropriate stop transfer orders and cause other legends to be placed on the certificates for such Common Shares or other securities to reflect such restrictions. If the Common Shares or other securities are traded on the Stock Exchange, the Company shall not be required to deliver any Common Shares or other securities covered by an Award unless and until such Common Shares or other securities have been admitted for trading on the Stock Exchange.

14.4 **Income Tax.** With respect to any Award granted to a Participant who is subject to taxation under the provisions of the Tax Act in respect of such Award, the Compensation Committee shall have the right, but not the obligation, to take account of Canadian income tax considerations in determining the terms and conditions of the Award or any other amendment thereto.

ARTICLE XV - CHANGE IN STATUS

A change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which the Award was granted to such Participant will not result in the termination of the Award granted to such Participant provided that such Participant remains an Eligible Person.

ARTICLE XVI - NON-TRANSFERABILITY OF AWARDS

Each Award Agreement will provide that except pursuant to a will or by the laws of descent and distribution, no Awards and no other right or interest of a Participant are transferable or assignable.

ARTICLE XVII - REPRESENTATIONS AND COVENANTS OF PARTICIPANTS

17.1 **Representations and Covenants.** Each Award Agreement will be deemed to contain representations and covenants of the Participant that:

(a) the Participant is a *bona fide* Employee, director, officer or Consultant of the Company or its Subsidiaries or a Person otherwise determined as an Eligible Person under this Plan by the Compensation Committee;

(b) the Participant has not been induced to enter into such Award Agreement by the expectation of employment or continued employment with the Company or its Subsidiaries;

(c) the Participant is aware that the grant of the Award and the issuance by the Company of Common Shares thereunder are exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Awards or the Common Shares to be distributed thereunder under any applicable securities laws;

(d) upon each exercise of an Award, the Participant, or the Legal Representative of the Participant, as the case may be, will, if requested by the Company, represent and agree in writing that the Person is, or the Participant was, an Employee, director, officer or Consultant of the Company or its Subsidiaries or a Person otherwise determined as an Eligible Person under this Plan by the Compensation Committee and has not been induced to purchase the Common Shares by expectation of employment or continued employment with the Company or its Subsidiaries, and that such Person is not aware of any commission or other remuneration having been paid or given to others in respect of the granting of the Award; and

(e) if the Participant or the Legal Representative of the Participant exercises an Award, the Participant or the Legal Representative, as the case may be, will, prior to and upon any sale or disposition of any Common Shares purchased pursuant to the exercise of an Award, comply with all applicable securities laws and all applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Stock Exchange, and will not offer, sell or deliver any of such Common Shares, directly or indirectly, in the United States or to any citizen or resident of, or any company, partnership or other entity created or organized in or under the laws of, the United States, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source, except in compliance with the securities laws of the United States.

17.2 **Provisions Relating to Common Share Issuances under an Award Agreement.** Each Award Agreement will contain such provisions as in the opinion of the Compensation Committee are required to ensure that no Common Shares are issued on the exercise of an Award unless the Compensation Committee is satisfied that the issuance of such Common Shares will be exempt from all registration or qualification requirements of applicable securities laws and will be permitted under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Stock Exchange. In particular, if required by any regulatory authority to which the Company is subject, including the Stock Exchange, an Award Agreement may provide that shareholder approval to the grant of an Award must be obtained prior to the exercise of the Award or to the amendment of the Award Agreement.

ARTICLE XVIII - WITHHOLDING TAX

(a) The Participant will be solely responsible for paying any applicable taxes (for greater certainty including any tax under the Tax Act and any other applicable tax statute or regulation) arising from the grant, vesting, exercise or payment of any Award and payment is to be made in a manner satisfactory to the Company. Notwithstanding the foregoing, prior to granting any Award, issuing any Common Shares or paying any cash amounts, the Company and/or any Subsidiary will have the right to withhold from any Award granted or Common Shares issuable pursuant to an Award or from any cash amounts otherwise due or to become due from the Company to the Participant, an amount equal to any applicable taxes due in respect of such Award, as may be necessary or appropriate, as determined by the Compensation Committee, to satisfy the obligations for the payment of such taxes.

(b) Without limiting the generality of Section XVIII(a), subject to any applicable laws, a Participant may (unless disallowed by the Compensation Committee) elect to satisfy or arrange to satisfy, in whole or in part, the tax obligations incident to an Award to be satisfied by the issuance of Common Shares by having the Company sell as trustee on behalf of the Participant any Common Shares issuable to the Participant as may be reasonable to satisfy any withholding obligation.

ARTICLE XIX - CONDITIONS

Notwithstanding any of the provisions of this Plan or in any Award Agreement, the Company's obligation to issue Common Shares to a Participant pursuant to an Award will be subject to, if applicable:

(a) completion of such registration or other qualification of such Common Shares or to the approval of such governmental authority as the Company may determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; and

(b) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Common Shares, as the Company or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

ARTICLE XX - SUSPENSION OR AMENDMENT OF PLAN

20.1 **Suspension or Amendment of Plan.** Subject to the provisions of this Plan (including, but not limited to, Section 20.2) and the requirements of the Stock Exchange, the Compensation Committee will have the right at any time to suspend, amend or terminate this Plan, including, but not limited to, the right:

(c) with approval of shareholders of the Company, by ordinary resolution, to make any amendment to any Award Agreement or this Plan; and

(d) without approval of shareholders of the Company to make the following amendments to any Award Agreement or this Plan:

(i) amendments of a clerical nature, including, but not limited to, the correction of grammatical or typographical errors or clarification of terms;

(ii) amendments to reflect any requirements of any regulatory authorities to which the Company is subject, including the Stock Exchange; and

(iii) amendments to vesting provisions of Awards.

Notwithstanding the foregoing, all procedures and necessary approvals required under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Stock Exchange, shall be complied with and obtained in connection with any such suspension, termination or amendment to this Plan or amendments to any Award Agreement.

20.2 **Limitations.** In exercising its rights pursuant to Section 20.1, the Compensation Committee will not have the right to:

(e) without obtaining prior approval of shareholders (which must be Disinterested Shareholder Approval in the case of (i), (ii), (iii) and (v) below and in the case of (vi) below, where the amendment will disproportionately benefit one or more Insiders over other Participants) and except as permitted pursuant to Article XXI, (i) extend the term of an Award held by an Insider of the Company; (ii) reduce the exercise price per Common Share under any Award held by an Insider of the Company; (iii) cancel any Award held by an Insider and replace such Award within three months of the cancellation; (iv) cancel any Award held by a non-Insider and replace such Award within three months of the cancellation; (v) amend this Plan to remove or exceed the Insider participation limits; (vi) increase the maximum number of Common Shares issuable pursuant to this Plan; or (vii) amend Article XX, Article XVI or Section 6.3 of this Plan;

(f) affect in a manner that is adverse or prejudicial to, or that impairs, the benefits and rights of any Participant under any Award previously granted under this Plan (except as permitted pursuant to Article XXI and except for the purpose of complying with applicable securities laws or the bylaws, rules and regulations of any regulatory authority to which the Company is subject, including the Stock Exchange);

(g) decrease the number of Common Shares which may be purchased pursuant to any Award (except as permitted pursuant to Article XXI) without the consent of such Participant;

(h) set the Option Exercise Price of any Options below the Option Fair Market Value of such Options on the date of grant;

(i) set the SAR Exercise Price of any Stock Appreciation Rights below the SAR Fair Market Value of such Stock Appreciation Rights on the date of grant;

(j) set the exercise price of any Option or SAR below the Option Fair Market Value or the SAR Fair Market Value, respectively, on the date of grant;

(k) increase the exercise price at which Common Shares may be purchased pursuant to any Award (except as permitted pursuant to Article XXI) without the consent of such Participant;

(l) extend the term of any Option or SAR beyond a period of ten years or the latest date permitted under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Stock Exchange; or

(m) grant any Award if this Plan is suspended or has been terminated.

20.3 **Powers of Compensation Committee Survive Termination.** The full powers of the Compensation Committee as provided for in this Plan will survive the termination of this Plan until all Awards have been exercised or settled in full or have otherwise expired.

ARTICLE XXI - ADJUSTMENTS

21.1 **Adjustments.** Subject to the provisions of this Plan, appropriate adjustments to this Plan and to Awards shall be made, and shall be conclusively determined, by the Compensation Committee to give effect to adjustments in the number of Common Shares resulting from subdivisions, consolidations, substitutions, or reclassifications of the Common Shares, the payment of share dividends by the Company (other than dividends in the ordinary course) or other changes in the capital of the Company or from a Merger and Acquisition Transaction, provided that, so long as the Company is listed on the TSXV, all adjustments (other than those in connection to a consolidation or spit of Common Shares) requires prior Stock Exchange approval. Any dispute that arises at any time with respect to any such adjustment will be conclusively determined by the Compensation Committee, and any such determination will be binding on the Company, the Participant and all other affected parties.

21.2 **Merger and Acquisition Transaction.** Subject to the provisions of this Plan, in the event of a Merger and Acquisition Transaction or proposed Merger and Acquisition Transaction:

(n) the Compensation Committee shall, in an appropriate and equitable manner, determine any adjustment to the number and type of Common Shares (or other securities or other property) that thereafter shall be made the subject of Awards;

(o) the Compensation Committee shall, in an appropriate and equitable manner, determine the number and type of Common Shares (or other securities or other property) subject to outstanding Awards;

(p) the Compensation Committee shall, in an appropriate and equitable manner, determine the exercise price with respect to any Award; *provided*, *however*, that the number of securities covered by any Award or to which such Award relates shall always be a whole number;

(q) the Compensation Committee shall, in an appropriate and equitable manner, determine the manner in which all unexercised rights granted under this Plan will be treated including, without limitation, requiring the acceleration of the time for the exercise of such rights by the Participants, the time for the fulfillment of any conditions or restrictions on such exercise, and the time for the expiry of such rights;

(r) the Compensation Committee, or any company which is or would be the successor to the Company, or which may issue securities in exchange for Common Shares upon the Merger and Acquisition Transaction becoming effective, may offer any Participant the opportunity to obtain a new or replacement Award over any securities into which the Common Shares are changed or are convertible or exchangeable, on a basis proportionate to the number of Common Shares under the Award and the exercise price (and otherwise substantially upon the terms of the Award being replaced, or upon terms no less favourable to the Participant) including, without limitation, the periods during which the Award may be exercised and the expiry date; and in such event, the Participant shall, if he or she accepts such offer, be deemed to have released his or her Award over the Common Shares and such Award shall be deemed to have lapsed and be cancelled; and

(s) the Compensation Committee may commute for or into any other security or any other property or cash, any Award that is still capable of being exercised, upon giving to the Participant to whom such Award has been granted at least 30 days' written notice of its intention to commute such Award, and during such period of notice, the Award, to the extent it has not been exercised, may be exercised by the Participant without regard to any vesting conditions attached thereto, and on the expiry of such period of notice, the unexercised portion of the Award shall lapse and be cancelled.

Subsections (n) through (s) of this Section 21.2 may be utilized independently of, successively with, or in combination with each other and Section 21.1, and nothing therein contained shall be construed as limiting or affecting the ability of the Compensation Committee to deal with Awards in any other manner. All determinations by the Compensation Committee under this Article XXI will be final, binding and conclusive for all purposes.

21.3 **Cancellation.** The Compensation Committee may, in its sole discretion, cancel any or all outstanding Awards and pay to the holders of any such Awards that are otherwise vested, in cash, the value of such Awards based upon the price per share of capital stock received or to be received by other shareholders of the Company in such event.

21.4 **No Limitation.** For greater certainty, the grant of any Awards will in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

21.5 **No Fractional Shares.** No adjustment or substitution provided for in this Article XXI will require the Company to issue a fractional share in respect of any or other Awards and the total substitution or adjustment with respect to each Award will be limited accordingly.

ARTICLE XXII - GENERAL

22.1 **No Rights as Shareholder.** For greater certainty, nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a shareholder of the Company with respect to any Common Shares reserved for the purpose of any Award.

22.2 **No Effect on Employment.** For greater certainty, nothing in this Plan or any Award Agreement will confer upon any Participant any right to continue in the employ of or under contract with the Company or its Subsidiaries or affect in any way the right of the Company or any such Subsidiary to terminate his or her employment at any time or terminate his or her consulting contract, nor will anything in this Plan or any

Award Agreement be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Company or any such Subsidiaries to extend the employment of any Participant beyond the time that he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Company or its Subsidiaries or any present or future retirement policy of the Company or its Subsidiaries, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment with the Company or its Subsidiaries. Neither any period of notice nor any payment in lieu thereof upon termination of employment shall be considered as extending the period of employment for the purposes of this Plan.

22.3 **No Fettering of Directors' Discretion.** For greater certainty, nothing contained in this Plan will restrict or limit or be deemed to restrict or limit the right or power of the Board of Directors in connection with any allotment and issuance of Common Shares which are not allotted and issued under this Plan including, without limitation, with respect to other compensation arrangements.

22.4 **No Representation or Warranty.** The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of this Plan or to the effect of the Tax Act or any other taxing statute governing the Awards or the Common Shares issuable thereunder or the tax consequences to a Participant. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

22.5 **Applicable Law.** This Plan and any Award Agreement granted hereunder will be governed, construed and administered in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

22.6 **Compliance with Section 409A.** For a U.S. Participant, it is intended that the provisions of this Plan and any Award Agreement comply with Section 409A or an exemption from Section 409A, and all provisions of this Plan and any Award Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. Notwithstanding anything in the Plan to the contrary, the following will apply with respect to the rights and benefits of U.S. Participants for any Award under this Plan that is subject to the requirements of Section 409A:

(a) Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to or for the benefit of a U.S. Participant may not be reduced by, or offset against, any amount owing by the U.S. Participant to the Company or any of its affiliates. No provisions of the Plan providing for discretion with regard to the time and form of payment (i.e., lump sum versus installment but not cash versus stock) shall apply to the extent the exercise of such discretion would be a violation of Section 409A.

(b) If a U.S. Participant becomes entitled to receive payment in respect of any Award that is considered deferred compensation (within the meaning of Section 409A) as a result of his or her Separation from Service, and the U.S. Participant is a "specified employee" (within the meaning of Section 409A) at the time of his or her Separation from Service, and the Compensation Committee makes a good faith determination that (i) all or a portion of the Award constitutes "deferred compensation" (within the meaning of Section 409A) and (ii) any such deferred compensation that would otherwise be payable during the six-month period following such Separation from Service is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then payment of such "deferred compensation" shall not be made to the U.S. Participant before the date which is six months after the date of his or her Separation from

Service (and shall be paid in a single lump sum on the first day of the seventh month following the date of such Separation from Service) or, if earlier, the U.S. Participant's date of death.

(c) A U.S. Participant's status as a specified employee shall be determined by the Company as required by Section 409A on a basis consistent with the regulations under Section 409A and such basis for determination will be consistently applied to all plans, programs, contracts, agreements, etc. maintained by the Company that are subject to Section 409A.

(d) Each U.S. Participant, any beneficiary or the U.S. Participant's estate, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Participant in connection with this Plan (including any taxes and penalties under Section 409A), and neither the Company nor any affiliate shall have any obligation to indemnify or otherwise hold such U.S. Participant or beneficiary or the U.S. Participant's estate harmless from any or all of such taxes or penalties.

(e) In the event that the Compensation Committee determines that any amounts payable hereunder will be taxable to a U.S. Participant under Section 409A prior to payment to such U.S. Participant of such amount, the Company may (i) adopt such amendments to this Plan and the Award and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Compensation Committee determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Plan and the Award hereunder to the extent allowed under Section 409A and/or (ii) take such other actions as the Compensation Committee determines necessary or appropriate to avoid or limit the imposition of an additional tax under Section 409A.

(f) In the event the Company amends or terminates this Plan in accordance with Section XX, the time and manner of payment of amounts that are subject to 409A will be made in accordance with the rules under Section 409A. This Plan and any Award Agreements will not be terminated or amended except as permitted under Section 409A.

(g) Any adjustments under Section XXI shall be made in accordance with Section 409A to the extent Section 409A is applicable to an Award, subject in all events to Section 21.4. Notwithstanding the provisions in Section 21.2, in its sole discretion, the Compensation Committee may determine not to apply any adjustments under Section 21.2 to an Option or SAR awarded to a U.S. Participant, if such adjustment would constitute a modification or extension (within the meaning of U.S. Treasury Regulation Section 1.409A-1(b)(5)(v), excluding a substitution or assumption as described in U.S. Treasury Regulation Section 1.409A-1(b)(5)(v)(D)).

22.7 **Forfeiture of Awards subject to Section 409A**. If a Participant is subject to tax under the Tax Act and also is a U.S. Participant with respect to Awards, the following special rules regarding forfeiture of such Awards will apply if the Participant's Awards are "deferred compensation" (within the meaning of Section 409A). For greater clarity, these forfeiture provisions are intended to avoid adverse tax consequences under Section 409A and/or under paragraph 6801(d) of the regulations under the Tax Act, that may result because of the different requirements as to the time of settlement of Awards with respect to a Participant's Separation from Service and his retirement or loss of office (under tax laws of Canada). If a Participant otherwise would be entitled to payment of an Award in any of the following circumstances, such Awards shall instead be immediately and irrevocably forfeited (for greater certainty, without any compensation therefore):

(a) a Participant experiences a Separation From Service as a result of a permanent decrease in the level of services provided to 20% or less of his average level of bona fide past services over the immediately preceding 36 month period in circumstances that do not constitute a retirement from, or loss of office or employment with, the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the Tax Act; or

(b) a Participant experiences a Separation From Service upon ceasing to be a director while continuing to provide services as an employee in circumstances that do not constitute a retirement from, or loss of office or employment with, the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the Tax Act; or

(c) a Participant experiences a serious disability that continues for more than 29 months in circumstances that constitute a Separation from Service and do not constitute a retirement from, or loss of office or employment with, the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the Tax Act; or

(d) a Participant experiences a retirement from, or loss of office or employment with, the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the Tax Act by virtue of ceasing employment as both an employee and as a director, but he continues to provide services as an independent contractor such that he has not experienced a Separation From Service.

<u>**SCHEDULE “A”**</u>

<u>**OPTION AGREEMENT**</u>

THIS AGREEMENT made as of the ● day of ●, 20____.

B E T W E E N:

NICKEL CREEK PLATINUM CORP.
(the “**Company**”)

- and -

●
(the “**Optionee**”)

WHEREAS a share-based compensation plan (the “**Plan**”) was most recently approved by the shareholders of the Company on [●];

AND WHEREAS the Optionee is a key and valuable **[employee, director, officer or consultant]** of the Company and an Eligible Person under the Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for, and in consideration of, the mutual covenants and agreements herein contained, and other lawful and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

2. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

3. Pursuant to the Plan, and subject to receipt of all necessary regulatory and Stock Exchange approvals, the Company hereby grants to the Optionee ● irrevocable options (the “**Options**”), with each Option entitling the Optionee to purchase one common share (the “**Common Shares**”), at a price of $● per Common Share (the “**Exercise Price**”), exercisable from the date hereof until 5:00 p.m. (Vancouver time) on ●, 20___ (subject to the terms and conditions of the Plan).

4. The Options shall vest as follows: ●

5. **[Pursuant to the Plan and in connection with the grant of the Options, the Optionee is hereby also granted ● stock appreciation rights (the “Tandem SARs”) which may be exercised, solely to the extent that the Options are exercisable, in lieu of all or part of the Options. The number of Common Shares to which the Tandem SARs pertain shall be equal to the number of Common Shares into which the Options are exercisable, determined as of the date the Tandem SARs are exercised.**

6. **Each Tandem SAR entitles the Optionee to receive the increase in the value between the Exercise Price and the Current Market Price of one Common Share, less the deduction of any applicable withholding taxes (the “Share Premium”) in accordance with the terms of the Plan and the rules of the Compensation Committee in effect at the time of exercise. Such payment upon exercise of a Tandem SAR will be in Common Shares (the number of which will be calculated by dividing the Share Premium by the Current Market Price of the Common Shares on the exercise date, rounded**

down to the nearest whole number of Common Shares). Exercising any portion of the Tandem SARs automatically cancels the corresponding Options, and exercising any portion of the Options automatically cancels the corresponding Tandem SARs.

7. **The Tandem SARs shall vest on the same terms as the Options.]**

8. Options and any Common Shares issued on the exercise of the Options **[or Tandem SARs]** may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

9. Subject to the Plan, in order to exercise any vested Options **[or Tandem SARs]**, the Optionee must complete the Notice of Election form appended hereto at Schedule “A” and deliver it, along with full payment for the Common Shares being purchased, in the case of the exercise of Options, to the Company at the following address:

Nickel Creek Platinum Corp.
2896 South Sheridan Way, Suite 202
Oakville, Ontario L6J 7T4

Attention: Chief Financial Officer

10. The Notice of Election must be signed by the Optionee or its Legal Representative.

11. Except pursuant to a will or by the laws of descent and distribution, no Option **[or Tandem SAR]** and no other right or interest of an Optionee is transferable or assignable.

12. All matters relating to the Options **[, Tandem SARs,]** and the Common Shares shall be governed by the Plan.

13. This agreement may be signed in counterparts, and delivered by facsimile, electronic mail or other means of electronic transmission, each of which so executed shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document.

14. **[For U.S. Participants: Add any provisions required for exemption from Section 409A.]**

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
__________________________________)
)
) ____
) ●

NICKEL CREEK PLATINUM CORP.

Per:______________________________________

Schedule "A"
Notice of Election

To: Nickel Creek Platinum Corp. (the "**Company**")

The undersigned, ● (the "**Optionee**"), hereby elects to exercise **[● Options/● Tandem SARs]** pursuant to the Stock Option Agreement between the Optionee and the Company dated ●, 20___ (the "**Stock Option Agreement**").

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Stock Option Agreement.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
___________________________________)
)
) ____
) ●

SCHEDULE “B”

OTHER AWARD AGREEMENT

THIS AGREEMENT made as of the ● day of ●, 20____.

B E T W E E N:

NICKEL CREEK PLATINUM CORP.
(the “**Company**”)

- and -

●
(the “**Awardee**”)

WHEREAS a share-based compensation plan (the “**Plan**”) was most recently approved by the shareholders of the Company on [●];

AND WHEREAS the Awardee is a key and valuable **[employee, director, officer or consultant]** of the Company and an Eligible Person under the Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for, and in consideration of, the mutual covenants and agreements herein contained, and other lawful and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

15. Pursuant to the Plan, and subject to receipt of all necessary regulatory and Stock Exchange approvals, the Company hereby grants the Awardee ● free-standing stock appreciation rights (the “**Free-Standing SARs**”) with respect to ● common shares of the Company (the “**Common Shares**”), with an exercise price of $● per Free-Standing SAR (the “**Exercise Price**”). The Free-Standing SARs are exercisable from the date hereof until 5:00 p.m. (Vancouver time) on ●, 20___ (subject to the terms and conditions of the Plan).

16. The Free-Standing SARs shall vest as follows: ●

17. Each Free-Standing SAR entitles the Awardee to receive the increase in the value between the Exercise Price and the Current Market Price of one Common Share, less the deduction of any applicable withholding taxes (the “**Share Premium**”) in accordance with the terms of the Plan and the rules of the Compensation Committee in effect at the time of exercise. Such payment upon exercise of a Free-Standing SAR will be in Common Shares (the number of which will be calculated by dividing the Share Premium by the Current Market Price of the Common Shares on the exercise date, rounded down to the nearest whole number of Common Shares).

18. SARs and any Common Shares issued on the exercise of the SARs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

19. Subject to the Plan, in order to exercise any vested Free-Standing SARs, the Awardee must complete the Notice of Election form appended hereto at Schedule "A" and deliver it to the Company at the following address:

Nickel Creek Platinum Corp.
2896 South Sheridan Way, Suite 202
Oakville, Ontario L6J 7T4

Attention: Chief Financial Officer

20. The Notice of Election must be signed by the Awardee or its Legal Representative.

21. All matters relating to the Free-Standing SARs and the Common Shares shall be governed by the Plan.

22. Except pursuant to a will or by the laws of descent and distribution, no Free-Standing SAR and no other right or interest of an Awardee is transferable or assignable.

23. **[For U.S. Participants: Add any provisions required for exemption from, or compliance with, Section 409A.]**

24. This agreement may be signed in counterparts, and delivered by facsimile, electronic mail or other means of electronic transmission, each of which so executed shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
____________________________________)
)
) ____
) ●

NICKEL CREEK PLATINUM CORP.

Per:_______________________________________

Schedule "A"
Notice of Election

To: Nickel Creek Platinum Corp. (the "**Company**")

The undersigned, ● (the "**Awardee**"), hereby elects to exercise ● Free-Standing SARs pursuant to the Award Agreement between the Awardee and the Company dated ●, 20___ (the "**Award Agreement**").

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Award Agreement.

SIGNED, SEALED & DELIVERED in the presence of:	)	
	)	
___________________________________	)	
	)	
	)	____
	)	●

SCHEDULE "C"

PSU AGREEMENT

THIS AGREEMENT made as of the ● day of ●, 20____.

B E T W E E N:

NICKEL CREEK PLATINUM CORP.
(the "**Company**")

- and -

●
(the "**Awardee**")

WHEREAS a share-based compensation plan (the "**Plan**") was most recently approved by the shareholders of the Company on [●];

AND WHEREAS the Awardee is a key and valuable **[employee, director, officer or consultant]** of the Company and an Eligible Person under the Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for, and in consideration of, the mutual covenants and agreements herein contained, and other lawful and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

25. Pursuant to the Plan, and subject to receipt of all necessary regulatory and Stock Exchange approvals, the Company hereby grants to the Awardee, as of the date hereof (the "**Grant Date**"), ● performance share units (the "**PSUs**"). The number of PSUs awarded will be credited to the Awardee's account effective on the Grant Date of the PSUs.

26. Each PSU entitles the Awardee to receive a payment from the Company, calculated in accordance with the terms of the Plan on the last day of the Performance Period, multiplied by the applicable Multiplier**[s]** (see below), subject to any applicable terms of the Plan which provide otherwise in the circumstances. The payment shall be made in cash or in common shares of the Company equal to the value of the PSUs at the end of the Performance Period.

27. The Performance Period linked to the Awardee's PSUs is ● through ●.

28. The performance-based criteria and Multiplier**[s]** linked to the Awardee's PSUs over the term of the Performance Period are as follows: ●

29. Common shares issued in connection with earned PSUs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

30. All decisions made by the Compensation Committee and/or Board of Directors with regard to any questions arising in connection with the PSUs, whether of interpretation or otherwise, shall be binding and conclusive on all parties.

31. Except pursuant to a will or by the laws of descent and distribution, no PSU and no other right or interest of an Awardee is transferable or assignable.

32. [For U.S. Participants: Add any provisions required for exemption from, or compliance with, Section 409A.]

33. All matters relating to the PSUs shall be governed by the Plan.

34. This agreement may be signed in counterparts, and delivered by facsimile, electronic mail or other means of electronic transmission, each of which so executed shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
____________________________________)
)
) ____
) ●

NICKEL CREEK PLATINUM CORP.

Per:____

SCHEDULE "D"

RSU AGREEMENT

THIS AGREEMENT made as of the ● day of ●, 20____.

B E T W E E N:

NICKEL CREEK PLATINUM CORP.
(the "**Company**")

- and -

●
(the "**Awardee**")

WHEREAS a share-based compensation plan (the "**Plan**") was most recently approved by the shareholders of the Company on [●];

AND WHEREAS the Awardee is a key and valuable **[employee, director, officer or consultant]** of the Company and an Eligible Person under the Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for, and in consideration of, the mutual covenants and agreements herein contained, and other lawful and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

35. Pursuant to the Plan, and subject to receipt of all necessary regulatory and Stock Exchange approvals, the Company hereby grants to the Awardee, as of the date hereof (the "**Grant Date**"), ● restricted share units (the "**RSUs**") in the following amounts and on the following terms:

Number of RSUs	Date(s) of expiry of applicable Restricted Period(s)
●	●

36. The number of RSUs awarded will be credited to the Awardee's account effective on the Grant Date of the RSUs.

37. Each RSU entitles the Awardee to receive, on the RSU Entitlement Date, fully paid common shares, as determined by the Compensation Committee.

38. Common shares issued in connection with earned RSUs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

39. All decisions made by the Compensation Committee and/or Board of Directors with regard to any questions arising in connection with the RSUs, whether of interpretation or otherwise, shall be binding and conclusive on all parties.

40. Except pursuant to a will or by the laws of descent and distribution, no RSU and no other right or interest of an Awardee is transferable or assignable.

41. [For U.S. Participants: Add any provisions required for exemption from, or compliance with, Section 409A.]

42. All matters relating to the RSUs shall be governed by the Plan.

43. This agreement may be signed in counterparts, and delivered by facsimile, electronic mail or other means of electronic transmission, each of which so executed shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
___________________________________)
)
) ___________________________________
____
) ●

NICKEL CREEK PLATINUM CORP.

Per:_______________________________
____

SCHEDULE "E"

DSU AGREEMENT

THIS AGREEMENT made as of the ● day of ●, 20____.

B E T W E E N:

NICKEL CREEK PLATINUM CORP.
(the "**Company**")

- and -

●
(the "**Awardee**")

WHEREAS a share-based compensation plan (the "**Plan**") was most recently approved by the shareholders of the Company on [●];

AND WHEREAS the Awardee is a key and valuable **[employee, director or officer]** of the Company and an Eligible Person under the Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for, and in consideration of, the mutual covenants and agreements herein contained, and other lawful and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

44. Pursuant to the Plan, and subject to receipt of all necessary regulatory and Stock Exchange approvals, the Company hereby grants to the Awardee, as of the date hereof (the "**Grant Date**"), ● deferred share units (the "**DSUs**") in the following amounts:

Number of DSUs
●

45. The number of DSUs awarded will be credited to the Awardee's account effective on the Grant Date of the DSUs.

46. Subject to the terms and conditions of the Plan, including those regarding Section 409A, the Awardee will be entitled to redeem his or her Deferred Share Units during the period commencing on the business day immediately following the Separation Date and ending on the 90th day following the Separation Date by providing a written Notice of Redemption to the Company (in the form appended hereto at Schedule "A"). In the case of a U.S. Participant, however, the redemption will be deemed to be made on the earlier of (i) "separation from service" within the meaning of Section 409A, or (ii) within 90 days of the U.S. Participant's death.

47. Subject to the terms and conditions of the Plan, including those regarding Section 409A, upon redemption, the Awardee will be entitled to receive, and the Company will issue or provide: (a) Common Shares issued from treasury equal to the number of DSUs in the Awardee's account on the Separation Date, subject to any applicable deductions and withholdings; (b) Common Shares purchased by an independent administrator of the Plan equal to the number of DSUs in the Awardee's account on the Separation Date, subject to any applicable deductions and withholdings; (c) a cash payment equal to the number of DSUs multiplied by the DSU Fair Market Value on the Separation Date, subject to any applicable deductions and withholdings; or (d) any combination of the foregoing as determined by the Company in its sole discretion.

48. **[For U.S. Participants: Add any other provisions required for compliance with Section 409A, including adjustment to definitions, timing of elections to defer and additional time and form of payment requirements.]**

49. Common shares issued in connection with earned DSUs may be subject to resale restrictions under securities laws or Stock Exchange rules and, where appropriate, will be legended with applicable resale restrictions.

50. All decisions made by the Compensation Committee and/or Board of Directors with regard to any questions arising in connection with the DSUs, whether of interpretation or otherwise, shall be binding and conclusive on all parties.

51. Except pursuant to a will or by the laws of descent and distribution, no DSU and no other right or interest of an Awardee is transferable or assignable.

52. All matters relating to the DSUs shall be governed by the Plan.

53. This agreement may be signed in counterparts, and delivered by facsimile, electronic mail or other means of electronic transmission, each of which so executed shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
___________________________________)
)
) ____________________________________
____
) ●

NICKEL CREEK PLATINUM CORP.

Per:_______________________________

Schedule “A”
Notice of Redemption

To: Nickel Creek Platinum Corp. (the “**Company**”)

The undersigned, ● (the “**Awardee**”), hereby elects to redeem ● DSUs pursuant to the DSU Agreement between the Awardee and the Company dated ●, 20___ (the “**DSU Agreement**”).

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the DSU Agreement.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
__________________________________)
)
) ____