



**NOTICE OF MEETING AND  
MANAGEMENT INFORMATION CIRCULAR FOR THE  
ANNUAL GENERAL & SPECIAL MEETING OF SHAREHOLDERS OF**

**SILVER ELEPHANT MINING CORP.**

**TO BE HELD ON**

**WEDNESDAY, SEPTEMBER 25, 2024**

**August 9, 2024**



## SILVER ELEPHANT MINING CORP.

### NOTICE OF ANNUAL GENERAL & SPECIAL MEETING OF SHAREHOLDERS

**Date:** Wednesday, September 25, 2024  
**Time:** 9:00 a.m. (Pacific Daylight Time)  
**Location:** 2600 – 1066 West Hastings Street, Vancouver, BC

**NOTICE IS HEREBY GIVEN** that the Annual General & Special Meeting (the “**Meeting**”) of the shareholders (the “**Shareholders**”) of Silver Elephant Mining Corp. (the “**Company**”) will be held at the above date, time and location, subject to any adjournment or postponement thereof for the following purposes:

1. to receive the audited consolidated financial statements of Silver Elephant Mining Corp. for the fiscal year ended March 31, 2024 together with the auditor’s report thereon;
2. to fix the number of directors at four (4);
3. to elect four directors for the ensuing year;
4. to appoint Mao & Ying LLP, Chartered Professional Accountants, as the Company’s auditor for the ensuing year and authorize the directors to set the auditor’s remuneration;
5. to consider and, if deemed advisable, to pass, with or without variation, a resolution confirming and approving the 10% rolling incentive plan of the Company; and
6. to transact such other business as may properly come before the Meeting or any adjournment thereof.

A shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his or her duly executed form of proxy with the Company’s transfer agent and registrar, Odyssey Trust Company at Suite 702, 67 Yonge Street, Toronto, ON, M5E 1J8 not later than 9:00 a.m. (Pacific time) on Monday, September 23, 2024 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays and holidays, preceding the time of such adjourned meeting.

Shareholders who are unable to attend the Meeting are requested to date, complete, sign and return the enclosed form of proxy so that as large a representation as possible may be had at the Meeting.

The board of directors of the Company has by resolution fixed the close of business on Friday, August 9, 2024 as the record date, being the date for the determination of the registered holders of common shares of the Company entitled to receive notice of, and to vote at, the Meeting and any adjournment thereof.

The accompanying management information circular provides additional detailed information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of annual and special meeting. Additional information about the Company and its financial statements are also available on the Company’s profile at [www.sedarplus.ca](http://www.sedarplus.ca).

DATED at Vancouver, British Columbia, this 9<sup>th</sup> day of August, 2024.

#### BY ORDER OF THE BOARD

*“John Lee”*

John Lee

Chief Executive Officer



**SILVER ELEPHANT MINING CORP.**  
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**SILVER ELEPHANT MINING CORP.  
MANAGEMENT INFORMATION CIRCULAR**

This management information circular (the “**Circular**”) has been prepared to provide information to shareholders (“**Shareholders**”) of Silver Elephant Mining Corp. (“**Silver Elephant**” or the “**Company**”) as of the close of business on August 9, 2024, (the “**Record Date**”) regarding the 2024 annual general and special meeting of Shareholders to be held on Wednesday, September 25, 2024 (the “**Meeting**”).

Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, facsimile or other proxy solicitation services. In accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), arrangements have been made with brokerage houses and clearing agencies, custodians, nominees, fiduciaries or other intermediaries to send the Notice, this management information circular (“**Circular**”), the consolidated annual financial statements of the Company for the financial year ended March 31, 2024 and related management’s discussion and analysis and other meeting materials, if applicable (collectively the “**Meeting Materials**”) to the beneficial owners of the common shares of the Company (the “**Common Shares**”) held of record by such parties. The Company may reimburse such parties for reasonable fees and disbursements incurred by them in doing so. The costs of the solicitation of proxies will be borne by the Company. The Company may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from the shareholders of the Company in favour of the matters set forth in the Notice.

**APPOINTMENT AND REVOCATION OF PROXIES**

A Registered Shareholder may vote in person at the Meeting or may appoint another person to represent such Registered Shareholder as proxy and to vote the Common Shares of such Registered Shareholder at the Meeting. In order to appoint another person as proxy, a Registered Shareholder must complete, execute and deliver the form of proxy accompanying this Circular, or another proper form of proxy, in the manner specified in the Notice.

The purpose of a form of proxy is to designate persons who will vote on the shareholder’s behalf in accordance with the instructions given by the shareholder in the form of proxy. The persons named in the enclosed form of proxy are officers or directors of the Company. **A REGISTERED SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON, WHO NEED NOT BE A SHAREHOLDER OF THE COMPANY, TO REPRESENT HIM OR HER AT THE MEETING MAY DO SO BY FILLING IN THE NAME OF SUCH PERSON IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY OR BY COMPLETING ANOTHER PROPER FORM OF PROXY.** A Registered Shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must, in all cases, deposit the completed form of proxy with the Company’s transfer agent and registrar, Odyssey Trust Company (the “**Transfer Agent**”) not later than **9:00 a.m.** (Pacific time) on Monday, September 23, 2024 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays and holidays, preceding the time of such adjourned Meeting at which the form of proxy is to be used. A form of proxy should be executed by the Registered Shareholder or his or her attorney duly authorized in writing or, if the Registered Shareholder is a corporation, by an officer or attorney thereof duly authorized.

Proxies may be deposited with the Transfer Agent using one of the following methods:

<b>By Mail or Hand Delivery:</b>	Odyssey Trust Company Attn: Proxy Department Suite 702, 67 Yonge Street, Toronto, ON M5E 1J8
<b>Facsimile:</b>	1-800-517-4553 or 416-263-9524
<b>By Internet:</b>	<a href="https://vote.odysseytrust.com">https://vote.odysseytrust.com</a>  You will need to provide your 12 digit control number (located on the form of proxy accompanying this Circular)

A Registered Shareholder attending the Meeting has the right to vote in person and, if he or she does so, his or her form of proxy is nullified with respect to the matters such person votes upon at the Meeting and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

A Registered Shareholder who has given a form of proxy may revoke the form of proxy at any time prior to using it: (a) depositing an instrument in writing, including another completed form of proxy, executed by such Registered Shareholder or by his or her attorney authorized in writing or by electronic signature or, if the Registered Shareholder is a corporation, by an authorized officer or attorney thereof at, or by transmitting by telephone or electronic means, a revocation signed, subject to the *Business Corporations Act* (British Columbia), by electronic signature, to (i) the registered office of the Company, located at Suite 1610 – 409 Granville Street, Vancouver, BC V6C 1T2, at any time prior to **9:00 a.m.** (Pacific time) on the last business day preceding the day of the Meeting or any adjournment thereof or (ii) with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof; or (b) in any other manner permitted by law.

#### EXERCISE OF DISCRETION BY PROXIES

The Common Shares represented by proxies in favour of management nominees will be voted or withheld from voting in accordance with the instructions of the Registered Shareholder on any ballot that may be called for and, if a Registered Shareholder specifies a choice with respect to any matter to be acted upon at the meeting, the Common Shares represented by the proxy shall be voted accordingly. Where no choice is specified, the proxy will confer discretionary authority and will be voted for the election of directors, for the appointment of auditors and the authorization of the directors to fix their remuneration and for each item of special business, as stated elsewhere in this Circular.

The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the Notice and with respect to other matters which may properly come before the Meeting in such manner as such nominee in his judgment may determine. At the time of printing this Circular, the management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

#### ADVICE TO NON-REGISTERED SHAREHOLDERS

**The information set forth in this section is of significant importance to many shareholders of the Company, as a substantial number of shareholders of the Company do not hold Common Shares in their own name.** Only Registered Shareholders or the persons they appoint as their proxies are permitted to attend and vote at the Meeting and only forms of proxy deposited by Registered Shareholders will be recognized and acted upon at the Meeting. Common Shares beneficially owned by a Non-Registered Holder are registered either: (i) in the name of an intermediary (an “**Intermediary**”) with whom the Non-Registered Holder deals in respect of the Common 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 (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. (“**CDS**”)) (a “**Clearing Agency**”) of which the Intermediary is a participant. Accordingly, such Intermediaries and Clearing Agencies would be the Registered Shareholders and would appear as such on the list maintained by the Transfer Agent. Non-Registered Holders do not appear on the list of the Registered Shareholders maintained by the Transfer Agent.

#### Distribution of Meeting Materials to Non-Registered Holders

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 Holders as well as directly to NOBOs (as defined below).

Non-Registered Holders fall into two categories - those who object to their identity being known to the issuers of securities which they own (“**OBOs**”) and those who do not object to their identity being made known to the issuers of the securities which they own (“**NOBOs**”). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from Intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of proxy-related materials to such NOBOs. If you are a NOBO and the Company or its agent has sent the Meeting Materials directly to you, your name, address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Common Shares on your behalf.

The Company’s OBOs can expect to be contacted by their Intermediary. The Company does not intend to pay for Intermediaries to deliver the Meeting Materials to OBOs and it is the responsibility of such Intermediaries to ensure delivery of the Meeting Materials to their OBOs.

### **Voting by Non-Registered Holders**

The Common Shares held by Non-Registered Holders can only be voted or withheld from voting at the direction of the Non-Registered Holder. Without specific instructions, Intermediaries or Clearing Agencies are prohibited from voting Common Shares on behalf of Non-Registered Holders. Therefore, each Non-Registered Holder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.

The various Intermediaries have their own mailing procedures and provide their own return instructions to Non-Registered Holders, which should be carefully followed by Non-Registered Holders in order to ensure that their Common Shares are voted at the Meeting.

Non-Registered Holders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own. Non-Registered Holders should follow the procedures set out below, depending on which type of form they receive.

A. *Voting Instruction Form*. In most cases, a Non-Registered Holder will receive, as part of the Meeting Materials, a voting instruction form (a “**VIF**”). If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder’s behalf), the VIF must be completed, signed and returned in accordance with the directions on the form.

or,

B. *Form of Proxy*. Less frequently, a Non-Registered Holder will receive, as part of the Meeting Materials, a form of proxy that has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder’s behalf), the Non-Registered Holder must complete and sign the form of proxy and in accordance with the directions on the form.

### **Voting by Non-Registered Holders at the Meeting**

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of an Intermediary or a Clearing Agency, a Non-Registered Holder may attend the Meeting as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder and vote such Common Shares as a proxyholder. A Non-Registered Holder who wishes to attend the Meeting and to vote their Common Shares as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder, should (a) if they received a VIF, follow the directions indicated on the VIF; or (b) if they received a form of proxy strike out the names of the persons named in the form of proxy and insert the Non-Registered Holder’s or its nominee name in the blank space provided.

Non-Registered Holders should carefully follow the instructions of their Intermediaries, including those instructions regarding when and where the VIF or the form of proxy is to be delivered.

All references to shareholders in the Meeting Materials are to Registered Shareholders as set forth on the list of registered shareholders of the Company as maintained by the Transfer Agent, unless specifically stated otherwise.

## NOTICE-AND-ACCESS

The Company is using the Notice-and-Access system under National Instrument 54-101 *Communications with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 *Continuous Disclosure Obligations* to distribute its proxy-related materials to Shareholders.

Under Notice-and-Access, rather than the Company mailing paper copies of the proxy-related materials to Shareholders, the materials can be accessed online under the Company's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) or on the Company's website at <https://www.silverelef.com/investor/shareholder-meetings>. The Company has adopted this alternative means of delivery for its proxy-related materials in order to reduce paper use and printing and mailing costs.

Shareholders will receive a Notice Package by prepaid mail, which will contain, among other things, information on Notice-and-Access and how Shareholders may access an electronic copy of the proxy-related materials, and how they may request a paper copy of the Circular, if they so choose, in advance of the Meeting and for a full year following the Meeting.

Shareholders will not receive a paper copy of the Circular unless they contact the Company by email at [info@silverelef.com](mailto:info@silverelef.com). For Shareholders who wish to receive a paper copy of the Circular in advance of the voting deadline for the Meeting, requests must be received no later than September 6, 2024.

For more information regarding notice-and-access or to obtain a paper copy of the Materials you may contact our transfer agent, Odyssey Trust Company, via [www.odysseycontact.com](http://www.odysseycontact.com) or by phone at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America).

## ABOUT THE MEETING

### ***Time, Date and Place***

The Meeting will be held at 9:00 a.m. (Pacific Time) on September 25, 2024 at as set out in the Notice of Meeting.

### ***Items of Business***

The items of business are set out in the Notice of Meeting.

### ***Record Date & Quorum***

The Record Date for determining persons entitled to receive notice of and vote at the Meeting is August 9, 2024. Only persons who were Registered Shareholders as of the close of business on August 9, 2024 are entitled to vote at the Meeting, or any adjournment or postponement thereof, in the manner and subject to the procedures described in this Circular. A quorum for the Meeting shall be two persons present in person, each being a shareholder entitled to vote or appointed by proxy and holding together or representing by proxy not less than 5% of the outstanding shares of the Company entitled to vote at a meeting.

### ***Interest of Informed Persons in Material Transactions***

To the knowledge of the Company, no (i) director or executive officer of the Company or any of its subsidiaries; (ii) Shareholder (or director or executive officer of such Shareholder) who beneficially owns, or controls or directs, directly or indirectly, more than 10% of the Common Shares; and (iii) associates or affiliates of the foregoing, had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

We are not aware of any informed person or any nominee for director, or any associate or affiliate of the foregoing, who has a direct or indirect material interest in any transaction or any proposed transaction, either of which would have a material effect on us or any of our subsidiaries.

An "informed person" means: (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction, directly or indirectly, over voting securities of the Company or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself, if it has purchased, redeemed or otherwise acquired any of its Common Shares and for so long as it holds any of its Common Shares.

### ***Voting Securities and Principal Holders of Voting Securities***

The Company's authorized capital consists of an unlimited number of common shares without par value. As at the date hereof, the Company has issued and outstanding 36,725,566 fully paid and non-assessable Common Shares. Each Common Share carries the right to one vote. No group of Shareholders has the right to elect a specified number of directors, nor are there

cumulative or similar voting rights attached to the Common Shares. The Company has no other classes of voting securities and does not have any classes of restricted securities. The outstanding Common Shares are listed on the Toronto Stock Exchange (the “TSX”) under the symbol “ELEF”.

#### ***Votes Necessary to Pass Resolutions***

Ordinary resolutions require a simple majority of 50% plus 1 of the votes cast at the Meeting by Shareholders to be approved.

A simple majority of affirmative votes cast at the Meeting is required to pass all of the ordinary resolutions described herein. If there are more nominees for election as directors or appointment of the Company’s auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled all such nominees will be declared elected or appointed by acclamation. If there are any Special Resolutions presented to Shareholders at this Meeting, or any other Meeting of Shareholders, then a two-thirds majority of affirmative votes cast at the Meeting is required to pass such Special Resolutions.

## **DIRECTORS**

#### ***Number of Directors***

The board of directors of the Company (the “Board”) is a variable board consisting of not fewer than one and not more than fifteen directors. The term of office of each of the current directors will end immediately before the election of directors at the Meeting. Management does not contemplate that any of the nominees will be unable to serve as a director. However, if a nominee should be unable to so serve for any reason prior to the Meeting, the persons named in the enclosed form of proxy shall have the right to vote for another nominee in their discretion. Unless the director’s office is earlier vacated in accordance with the *Business Corporations Act* (British Columbia) and the constating documents of the Company, each director elected will hold office until the next annual meeting or until his successor is appointed.

At the Meeting, the Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at four (4). Such resolution will be approved if the majority of Common Shares present or represented by proxy at the Meeting and entitled to vote are voted in favour thereof. At the Meeting, the Company will ask Shareholders to vote for the election of the four (4) nominees proposed by the Company as directors. Each holder of Common Shares will be entitled to cast their votes for, or withhold their votes from, the election of each director. The management proxyholders named in the accompanying form of proxy as proxyholders intend to vote for the election of all nominees whose names are set forth in this Information Circular, unless instructed otherwise.

***Management of the Company recommends that you vote IN FAVOUR of fixing the number of directors at four and authorizing the Board to appoint new directors to fill any vacancies on the Board. In the absence of instructions to the contrary, the Company’s proxyholders will vote the Common Shares represented by each form of proxy, properly executed, IN FAVOUR of fixing the number of directors at four, and authorizing the Board to appoint new directors as necessary to fill any vacancies on the Board.***

#### ***Majority Voting for Directors***

The Board adopted a majority voting policy on March 25, 2014. The policy stipulates that if the votes in favour of the election of an individual director nominee at a meeting of shareholders represent less than the number that voted “withheld” in respect of such election, the nominee will submit his or her resignation promptly after the Meeting for the consideration of the Corporate Governance and Compensation Committee (the “CGCC”). The CGCC will make a recommendation to the Board after reviewing the matter, and the Board will then decide whether to accept or reject the resignation. The Board’s decision to accept or reject the resignation offer will be disclosed to the public. The nominee will not participate in any CGCC deliberations on the resignation offer. The policy does not apply in circumstances involving contested director elections.

#### ***Diversity***

The Company is committed to supporting a culture of inclusiveness and diversity. The Company has adopted a written Board Diversity Policy which is available to view on the Company’s website at [www.silverelef.com](http://www.silverelef.com) under “Corporate – Corporate Governance”. The Board currently considers the level of representation of women when making executive officer appointments or set arbitrary targets regarding women on the Board or in executive positions. Although the Board acknowledges that diversity, including diversity of experience, perspective, education, race, gender and national origin is of value to the Company, in considering potential directors and executive officers, the CGCC will continue to seek the most qualified candidates, regardless of their gender. While the CGCC is not specifically focused on achieving any particular level of representation of



women on the Board, it will continue to consider that as one of the various factors it reviews as part of its nomination and Board assessment process.

The Company has been successful in recruiting women to its key leadership positions and does not believe that any gender bias has existed or exists in its hiring or promotion decisions. For that reason, no affirmative action is required to ensure women have an equal opportunity within the Company. As of the date of this Circular, there are no female members of the Board. Of the eight executive and/or senior officers of the Company, the Company has one woman officers, namely, Marion McGrath, Corporate Secretary. Ms. McGrath represents 12.5% of the overall executive and/or senior officer positions within the Company. The Company will continue to monitor its gender diversity and disclose the results to its shareholders on an annual basis.

### ***Advance Notice Policy***

The Board initiated and adopted an advance notice policy (the “**Advance Notice Policy**”) on March 25, 2014. The Advance Notice Policy provides for advance notice to the Company in circumstances where nominations of persons for election to the Board are made by shareholders of the Company other than pursuant to (i) a requisition of a meeting made pursuant to the provisions of the BCBCA or (ii) a shareholder proposal made pursuant to the provisions of the BCBCA.

The purpose of the Advance Notice Policy is to foster a variety of interests of the shareholders and the Company by ensuring that all shareholders - including those participating in a meeting by proxy rather than in person - receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. Among other things, the Advance Notice Policy fixes a deadline by which holders of Common Shares must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the minimum information that a shareholder must include in the notice to the Company for the notice to be in proper written form.

As of the date of this Information Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Policy.

### ***Term Limits and Retirement Policy***

The Company has not adopted term limits for directors or other specific mechanisms for Board renewal, as it is satisfied that the terms of management’s current nominees for election as directors are not high, compared to other similar public companies and prevailing governance standards. None of the nominees have served as a director of the Company for more than 10 years with the exception of Mr. John Lee and Mr. Greg Hall who were both appointed on June 13, 2011.

The CGCC (as defined herein) believes that the Board composition being proposed is adequately balanced between more experienced members with historical knowledge of the Company and the mining industry, and newer members who bring with them fresher perspectives. The Board recognizes the value of consistency of tenure and therefore, seeks to retain this unique skillset among its members unless circumstances require otherwise. As well, the Board believes prescribed term limits or other prescriptive mechanisms are unnecessary where boards follow good corporate governance practices and properly govern themselves. The CGCC continually reviews and assesses the contributions of existing directors and the needs of the Company with respect to Board renewal as part of its nomination process. The Board will periodically consider whether term limits or other mechanisms for Board renewal should be adopted and will implement changes if, and when appropriate.



The Company does not have a retirement policy for its directors.

### ***Information about Nominee Directors***

The following table sets forth for each of the persons proposed to be nominated for election as directors their name, province/state and country of residence; their principal occupations or employment; a brief biographical description; the date on which they became directors of the Company; their independence; their memberships with the applicable committees of the Company; each nominee’s attendance to Board meetings and applicable committee meetings. The two committees of the Company are: (i) the Audit Committee (the “**AC**”), and (ii) the Corporate Governance & Compensation Nominating Committee (the “**CGCC**”).

In addition, the table shows the nominees’ current equity ownership consisting of Common Shares beneficially owned, directly or indirectly, or controlled or directed, and options credited to, each nominee as of the date of this Information Circular.

For additional information regarding compensation, options, equity ownership, and current directorships, please refer to the Statement of Executive Compensation, Director Compensation, Statement of Corporate Governance Practices and Other Directorships. The chart below includes the attendance of each director for the Board of Directors meetings and various committee meetings held between April 1, 2023 to March 31, 2024.

Name of Director/Officer	Common Shares Beneficially Owned, Directly or Indirectly, or Controlled or Directed <sup>(1)</sup>	Number of Options Held <sup>(1)</sup>																		
<b>John Lee</b>																				
 <p>Taipei, Taiwan  Director since: June 2011  Pre-amalgamated October 2009<sup>(ii)</sup>  Non-independent Member of the Board<sup>(i)</sup></p>	<p>296,194</p>	<p>1,130,000</p>																		
<p><b>Present:</b> Executive Chairman and a Director of the Company from January 2013 to present; and Chief Executive Officer from July 17, 2020 to present.</p>																				
<p><b>Former:</b> Interim President from June 2011 to October 2018; Interim CEO of the Company from November 2012 to October 2018; Head of Internal Affairs of the Company from October 2018 to February 2019; and Interim President and Interim Chief Executive Officer of the Company from February 2019 to April 2019.</p>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Board/Committee Membership</th> <th style="text-align: center;">Attendance</th> <th style="text-align: center;">%</th> </tr> </thead> <tbody> <tr> <td>Board</td> <td style="text-align: center;">6 of 6</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Number of Stock Options Granted</th> <th style="text-align: center;">Exercise Price (\$)</th> <th style="text-align: center;">Expiry</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">650,000</td> <td style="text-align: center;">0.57</td> <td style="text-align: center;">Aug 24, 2027</td> </tr> <tr> <td style="text-align: center;">220,000</td> <td style="text-align: center;">0.27</td> <td style="text-align: center;">Sept 18, 2028</td> </tr> <tr> <td style="text-align: center;">260,000</td> <td style="text-align: center;">0.51</td> <td style="text-align: center;">July 7, 2029</td> </tr> </tbody> </table>			Board/Committee Membership	Attendance	%	Board	6 of 6	100%	Number of Stock Options Granted	Exercise Price (\$)	Expiry	650,000	0.57	Aug 24, 2027	220,000	0.27	Sept 18, 2028	260,000	0.51	July 7, 2029
Board/Committee Membership	Attendance	%																		
Board	6 of 6	100%																		
Number of Stock Options Granted	Exercise Price (\$)	Expiry																		
650,000	0.57	Aug 24, 2027																		
220,000	0.27	Sept 18, 2028																		
260,000	0.51	July 7, 2029																		
<p><b>Notes:</b></p> <p>(i) John Lee is not considered independent as he is currently the Company’s Executive Chairman.  (iii) Northern Platinum Ltd., Prophecy Holdings Inc. and Prophecy Resource Corp. were amalgamated on June 13, 2011 as one company under the name “Prophecy Resource Corp.” Prophecy Resource Corp. changed its name to “Prophecy Coal Corp.” on June 14, 2011. Prophecy Coal Corp. changed its name to “Prophecy Development Corp.” on January 5, 2015. Prophecy Development Corp. changed its name to “Silver Elephant Mining Corp.” on March 16, 2020.</p>																				
<b>Greg Hall</b>																				
 <p>British Columbia, Canada  Director since: June 2011  Pre-amalgamated October 2009<sup>(i)</sup>  Independent Member of the Board  Chairman &amp; Member of AC  Chairman &amp; Member of CGCC</p>	<p>298,679<sup>(ii)</sup></p>	<p>225,000</p>																		
<p><b>Present:</b> Co-Founder and Director of the Company from October 21, 2009 to present; President and Director of Water Street Assets; a Member of the Institute of Corporate Directors.</p>																				
<p><b>Former:</b> Founding Partner &amp; Director of PI Financial; Partner and Director of Haywood Securities; VP of Canaccord Genuity; Sr. VP of Leede Jones Gable; Director and Audit Chairman of Silvercorp Metals (NYSE); and Co-Founding Shareholder and Director of Numinus Wellness.</p>																				
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“Prophecy Development Corp.” on January 5, 2015. Prophecy Development Corp. changed its name to “Silver Elephant Mining Corp.” on March 16, 2020.  
(ii) Of the 298,679 common shares, 245,679 are held directly by Greg Hall, 3,000 common shares are held by Greg Hall – TFSA and 50,000 are held by Makevco Consulting Inc., a private company wholly owned and controlled by Greg Hall.

**Douglas Flett**



Ontario, Canada  
Director since: April 2023  
Independent Member of the Board  
Member of AC  
Member of CGCC

100,000

150,000

**Present:** Douglas M. Flett, J.D. has been a Director of KWG Resource Inc. since 2006 and presently serves as Chairman of the Board. He has also been a Director of Tartisan Nickel Corp. since 2006 and is a member of the Compensation and Audit Committees for both companies.

**Former:** He is a past President and a Director of Fletcher Nickel Inc. and a past Director of Debut Diamonds Inc. Douglas M. Flett, J.D., graduated from the University of Windsor Law School in 1972 and was called to the (Ontario) Bar in 1974. He practiced law in his own corporate commercial law firm until 1996 when he retired from practising law for a career in the resource industry.

Board/Committee Membership	Attendance	%
Board	6 of 6	100%
Audit Committee	5 of 5	100%
Corporate Governance & Compensation Committee	3 of 3	100%

Number of Stock Options Granted	Exercise Price (\$)	Expiry
50,000	0.505	Aug 24, 2028
75,000	0.27	Sept 18, 2028
25,000	0.51	July 7, 2029

**Nigel Lees**



Ontario, Canada  
Director since: Dec 2022  
Independent Member of the Board  
Member of AC  
Member of CGCC

Nil

150,000

**Present:** Mr. Lees has over thirty years of experience in merchant and investment banking in the U.K. and Canada. During his career in Canada, he has been a partner and director of several investment dealers and has assisted in financing companies in the process of going public on the Canadian stock exchanges.

**Former:** He has served as a member of the Listing Committee of the Toronto Stock Exchange as well as an officer and board member of several publicly listed junior mining companies. He was a founder and past director of TVX Gold Inc., a significant North and South American gold producer, which merged with Kinross Gold in 2003. He served as a director of Yamana Gold Inc. for seventeen years until 2020 where he served as the Chairman of the compensation committee.

Board/Committee Membership	Attendance	%
Board	6 of 6	Aug 24, 2028
Audit Committee	5 of 5	Sept 18, 2028
Corporate Governance & Compensation Committee	3 of 3	July 7, 2029

Number of Stock Options Granted	Exercise Price (\$)	Expiry
100,000	0.43	Dec 28, 2027
25,000	0.27	Sept 18, 2028
25,000	0.51	July 7, 2029

**Notes:**

- (1) The number of Common Shares beneficially owned, controlled or directed, directly or indirectly, by the above directors and officers is based on information furnished by the directors and officers themselves and from the insider reports available at [www.sedi.ca](http://www.sedi.ca).
- (2) As of August 9, 2024, the current directors of the Company, four (4) in the aggregate, beneficially owned, controlled or directed, directly or indirectly, an aggregate of 694,873 Common Shares (*excluding stock options granted*) or approximately 1.89% of the

Common Shares issued and outstanding. To the knowledge of the Company there are no Common Shares owned directly or indirectly by the Nominee Directors other than as disclosed above.

- (3) The AC shall meet four times annually, or more frequently as circumstances dictate. The Audit Committee is comprised of Greg Hall (Chairman), Doug Flett and Nigel Lees.
- (4) The CGCC will meet as often as the Chair shall determine to be necessary or appropriate. The CGCC is comprised of Greg Hall (Chairman), Doug Flett and Nigel Lees.

The following information as to principal occupation, business or employment is not within the knowledge of the management of the Company and has been furnished by the respective nominees. Each nominee has held the same or a similar principal occupation with the organization indicated or a predecessor thereof for the last five years unless otherwise indicated.

**John Lee** is the Chief Executive Officer, Executive Chairman and has been a Director of the Company since October 2009. Mr. Lee has been an accredited investor in the resource industry since 2001. Under John's leadership, the Company raised over \$110 million and grew from having minimal assets to owning substantial assets in USA, Bolivia and Mongolia. Mr. Lee is a CFA charter holder and has degrees in economics and engineering from Rice University. Since joining the Company Mr. Lee has led the Company in making several timely project acquisitions and has also identified, negotiated and financed Pulacayo Project acquisition in 2015 and the Gibellini Project acquisition in 2017.

**Greg Hall** is a Co-Founder of the Company and has been an Independent Director since October 2009. As corporate director of several public companies since 2003, Mr. Hall has been involved in strategic planning, mergers and acquisitions, and investment decisions. Currently Mr. Hall is Co-Founder and Director of the Company from October 21, 2009 to present; President and Director of Water Street Assets and a Member of the Institute of Corporate Directors. Mr. Hall is a graduate of the Rotman School of Management, University of Toronto, SME Enterprise Board Program, and a Member of the Institute of Corporate Directors.

**Doug Flett** has been a Director of KWG Resource Inc. since 2006 and presently serves as Chairman of the Board. He has also been a Director of Tartisan Nickel Corp. since 2006 and is a member of the Compensation and Audit Committees for both companies. He is a past President and a Director of Fletcher Nickel Inc. and a past Director of Debut Diamonds Inc. Douglas M. Flett, J.D., graduated from the University of Windsor Law School in 1972 and was called to the (Ontario) Bar in 1974. He practiced law in his own corporate commercial law firm until 1996 when he retired from practising law for a career in the resource industry. He has also completed the Rotman Institute of Corporate Directors SME Program.

**Nigel Lees** has over thirty years of experience in merchant and investment banking in the U.K. and Canada. His career in Canada commenced with RBC Dominion Securities as a research analyst. During his career in Canada, he has been a partner and director of several investment dealers and has assisted in financing companies in the process of going public on the Canadian stock exchanges.

He has served as a member of the Listing Committee of the Toronto Stock Exchange as well as an officer and board member of several publicly listed junior mining companies. He was a founder and past director of TVX Gold Inc., a significant North and South American gold producer, which merged with Kinross Gold in 2003. He served as a director of Yamana Gold Inc. for seventeen years until 2020 where he served as the Chairman of the compensation committee.

**Management of the Company recommends that you vote IN FAVOUR of the election of each of the above nominees to the Board. In the absence of instructions to the contrary, the Company's proxyholders will vote the Common Shares represented by each Proxy, properly executed, IN FAVOUR of the election of each of the above nominees to the Board.**

#### **Cease Trade Orders, Bankruptcies, Penalties and Sanctions**

Except as disclosed herein, to the Company's knowledge, none of the proposed directors of the Company:

- (a) is, as at the date of this Circular, or was within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company), that:
  - (i) was subject to an order that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer, or
  - (ii) was subject to an order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For the purposes of the above, "order" means:

- (i) a cease trade order;
- (ii) an order similar to a cease trade order; or

- (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for more than 30 consecutive days.

Oracle Commodity Holding Corp. was cease traded from August 14, 2023 to October 16, 2023 for failing to file its annual audited financial statements for the fifteen months ended March 31, 2023 and related management's discussion and analysis on SEDAR by the prescribed due date. The cease trade order was in effect during John Lee's tenure as a director of Oracle.

Except as disclosed herein, to the knowledge of the Company, no director or executive officer of the Company, or a shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company:

- (a) is, as at the date of this Circular, or has been within the 10 years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in the that capacity, or within a year of that person ceasing to act 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 its assets; has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become 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 the director, executive officer or shareholder;
- (b) has been subject to any 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
- (c) has been subject to 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.

#### APPOINTMENT AND REMUNERATION OF THE AUDITOR

At the Meeting, Mao & Ying LLP, Chartered Professional Accountants will be recommended by management and the board of directors for appointment as auditor of the Company at a remuneration to be fixed by the directors. Mao & Ying LLP, Chartered Professional Accountants were appointed as the Company's auditor on December 14, 2022. See Audit Committee – External Auditor Service Fees.

***Management of the Company recommends that you vote IN FAVOUR of the appointment of Mao & Ying LLP, Chartered Professional Accountants, as auditors of the Company until the next annual meeting. In the absence of instructions to the contrary, the Company's proxyholders will vote the Common Shares represented by each Proxy, properly executed, IN FAVOUR of the appointment of Mao & Ying LLP, Chartered Professional Accountants as auditors of the Company.***

#### AUDIT COMMITTEE

The complete text of the Company's audit committee charter can be viewed on the Company's website at <https://www.silverelef.com/> under Corporate/Corporate Governance in the Company's Corporate Governance Policies and Procedures Manual. Please also see the "Audit Committee" section of the Company's Annual Information Form for the year ended March 31, 2024, which can be found on the Company's website at <https://www.silverelef.com/company/annual-reports/>.

##### ***Background***

##### ***Composition, Name of Audit Committee Member, Relevant Experience and Qualifications***

The Audit Committee is comprised of Greg Hall (Chairman), Nigel Lees and Doug Flett, each of which are independent and financially literate. As a result of Messrs. Hall, Lees and Flett's education and experience, each member of the Audit Committee has familiarity with, an understanding of, or experience in:

- the accounting principles used by the Company to prepare its financial statements;
- the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- reviewing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements; and
- an understanding of internal controls and procedures for financial reporting.

Refer to disclosure under *Information of Management's Nominees for Director* for relevant education and experience of members of the Audit Committee.

### Pre-Approval Policies for Non-audit Services

The Company's auditor, Mao & Ying LLP, has not provided any material non-audit services during the most recently completed fiscal year other than tax fees captioned below.

The Company has procedures for the review and pre-approval of any services performed by its auditor. The procedures require that all proposed engagements of its auditor for audit and non-audit services be submitted to the Audit Committee for approval prior to the beginning of any such services. The Audit Committee considers such requests and, if acceptable to a majority of the Audit Committee members, pre-approves such audit and non-audit services by a resolution authorizing management to engage the Company's auditor for such audit and non-audit services, with set maximum dollar amounts for each itemized service. During such deliberations, the Audit Committee assesses, among other factors, whether the services requested, and the fees related to such services could impair the independence of the auditors.

### External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the audit and non-audit services provided by Mao & Ying LLP to the Company to ensure auditor independence. Fees incurred for audit and non-audit services in the last two fiscal years are outlined in the following table.

	<b>Year Ended March 31, 2024</b>	<b>Year Ended March 31, 2023</b>
Audit Fees <sup>(1)</sup>	\$75,000	\$100,000
Audit-Related Fees <sup>(2)</sup>	\$161	n/a
Tax Fees <sup>(3)</sup>	n/a	n/a
All Other Fees	n/a	n/a
<b>TOTAL</b>	<b>\$75,161</b>	<b>\$100,000</b>

### Notes:

- 1) "Audit Fees" represent fees for the audit of the annual consolidated financial statements, and review in connection with the statutory and regulatory filings.
- 2) "Audit Related Fees" represent fees for assurance and related services that are related to the performance of the audit.
- 3) "Tax Fees" represent fees for tax compliance, tax advice and planning.

## **STATEMENT OF EXECUTIVE COMPENSATION**

### ***Compensation Discussion and Analysis***

Compensation matters are overseen by the Corporate Governance and Compensation Committee (the "CGCC"), which is comprised of three independent members of the Board of the Directors of the Company (the "Board"). Committee members are Greg Hall (Chairman), Nigel Lees and Doug Flett. All members of the CGCC have company executive experience providing them with practical experience with executive compensation programs and policies, board director experience overseeing such programs and policies. The committee has the authority under its Charter to engage external advisors concerning compensation matters and to agree to advisory fees.

The CGCC assists the Board in carrying out its responsibilities and decision-making process relating to executive and director compensation for the Company and its subsidiaries. The CGCC has the following duties, responsibilities and authority:

- (a) to recommend to the Board the form and amount of compensation to be paid by the Company to directors for service on the Board and on its committees;
- (b) review director compensation at least annually;
- (c) to annually review the Company's base compensation structure and the Company's incentive compensation, stock option and other share-based compensation plans and recommend changes in or additions to such structure and plans to the Board as needed;
- (d) to recommend to the Board the annual base compensation of the Company's executive officers;

- (e) to recommend to the Board annual corporate goals and objectives under any incentive compensation plan adopted by the Company for officers and non-officer personnel providing services to the Company and recommend incentive compensation participation levels for officers and non-officer personnel providing services to the Company under any such incentive compensation plan. In determining the incentive component of compensation, the CGCC will consider the Company's performance and relative shareholder return, the values of similar incentives at comparable companies and the awards given in past years;
- (f) to evaluate the performance of officers generally and in light of annual corporate goals and objectives under any incentive compensation plan;
- (g) to provide oversight of the performance evaluation and incentive compensation of non-officer personnel providing services to the Company; and
- (h) to administer the Company's stock option and other share-based compensation plans and determine stock option and other share-based compensation awards.

The CGCC has not considered the implications of the risks associated with the Company's compensation program.

### ***Named Executive Officers***

In this section "Named Executive Officer" (or "NEO") means each of the following individuals:

- (a) the Chief Executive Officer (the "CEO");
- (b) the Chief Financial Officer (the "CFO");
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company, nor acting in a similar capacity, at March 31, 2024.

The following disclosure sets out the compensation that the Board intended to pay, make payable, award, grant, give or otherwise provide to each NEO and director of the Company or its subsidiaries for the financial year ended March 31, 2024.

Directors, officers and employees of the Company, including NEOs, are not permitted under the Code of Ethics and Conduct to engage in short selling or sales of borrowed securities of the Company, except that short selling is permitted in limited circumstances to facilitate such person's exercise of a stock option granted under the Company's share-based compensation plan. The Code of Ethics and Conduct has been in effect since June 15, 2015 and is periodically reviewed by the CCGC, with updates approved by the Board.

### ***Report on Executive Compensation***

This report on executive compensation has been approved by the CGCC. The CGCC is responsible for overseeing the Company's long-term compensation and retention strategy and making recommendations to the Board for final approval in regard to compensation, performance evaluations, equity incentive awards and bonuses for the CEO and other executive officers. The CGCC also oversees management's recommendations for compensation, performance evaluations, equity incentive awards and bonuses for non-executive employees of the Company. In addition, the CGCC is responsible for succession planning.

The CGCC receives competitive market information on compensation levels for executives from time to time. The Company's compensation policies and programs are designed to be competitive with similar publicly listed, mining exploration and development companies and to recognize and reward executive performance, consistent with the success of the Company's business, and to achieve long-term retention.

### ***Philosophy and Objectives***

The Company's senior management compensation program is designed to ensure that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining talented, qualified and effective executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company uses a combination of base salary, bonus compensation and equity participation through its share-based compensation plan.

Base Salary / Fixed Compensation

In the Company’s view, paying compensation at market competitive rates for the markets in which the Company operates is a first step to attracting and retaining talented, qualified and effective executives. The NEOs are remunerated in order to align compensation packages offered by the Company with industry competitors, and as a method of rewarding the NEO for their efforts in furthering the Company’s business and objectives. Base salary is generally a fixed amount of cash compensation paid to the executive on an annual basis to recognize the individual’s performance, responsibilities, expertise and experience brought to the role.

The base salary or fixed compensation to be paid to a particular NEO is determined by gathering competitive information on comparable companies within the industry from a variety of sources, including surveys conducted by independent consultants and national and international list publications. The Company does not currently engage in a formalized compensation benchmarking process against a peer group of comparable companies, given the Company’s relative stage of development, size and market capitalization.

Compensation for the CEO and executives is overseen by the CGCC, with a recommendation for CEO compensation and any changes made by the CGCC to the Board for approval.

Bonus Compensation

The Company has a discretionary program whereby bonuses are awarded to executives and staff generally based on the Company’s overall performance for the year, and the achievement of certain goals and objectives. The process is informal, with amounts for individual bonuses determined based on the achievement of goals and objectives, and the individual’s contributions to attaining those goals and objectives, among other factors. Bonuses are payable in cash and awarded by the Board of Directors on the recommendation of the CGCC who receives feedback from management for executive bonuses, and management recommendations for bonuses to non-executive staff.

As a development stage company, a formalized performance review process, with specific goals and objects and target ranges for bonuses, has not yet been established.

The Board will consider executive cash and share bonus compensation dependent upon the Company achieving certain strategic objectives and milestones and sufficient cash resources being available.

**Compensation Peer Groups and Peer Selection Process**

In making determinations about executive compensation, the Company believes that obtaining relevant market and benchmark data is very important. Even though, relative to other companies, there are differences and unique aspects of the Company, peer group comparables provides a solid reference point for benchmarking purposes. When making decisions about the structure and component mix of the Company’s executive compensation program, the Company takes into consideration the structure and components of, and the amounts paid under, the executive compensation programs of other comparable peer companies, as derived from public filings and other sources. The Company also considers broader industry practices and the Company’s competitors for talent. The Company uses criteria such as industry, geography, scope/complexity of business and organizational size (as measured by revenue, net income, total assets, market capitalization) for talent. The peer group used in connection with decisions relating to 2024 components of compensation consisted of the following companies:

**2024 Compensation Benchmarking Peer Group**

Xtra Gold Resources Corp.	STLLR Gold Inc.
Star Diamond Corporation	Aurion Resources Ltd.
Signal Gold Inc.	Benz Mining Corp.

**Compensation Program Components**

2024 Target Pay Mix

The Company has a number of elements in its executive compensation program with the aim of achieving a balanced program reflective of the mining business cycle, and for purposes of aligning the program with the interests of the Company’s shareholders.



Each compensation element is discussed in more detail in the sections above, in the description below and also set forth in more detail in the Summary Compensation Table and Grants of Plan-Based Awards table.

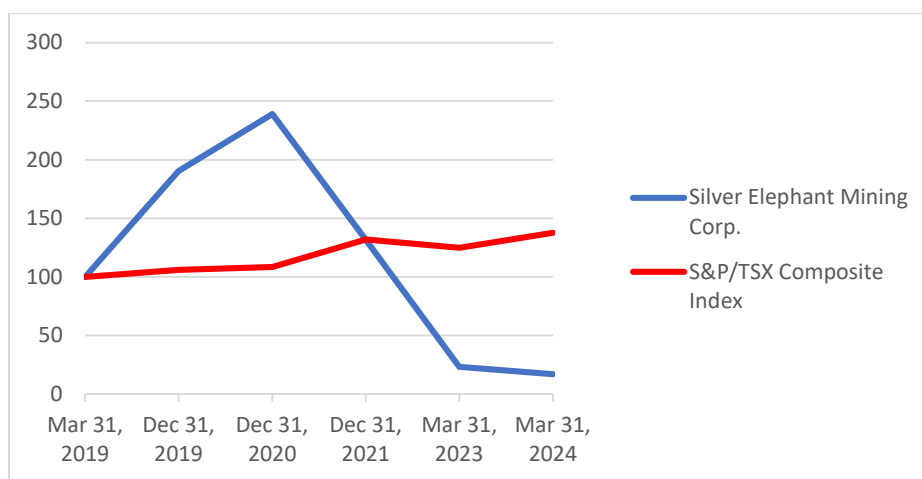
Base Salary

DESCRIPTION	ADDITIONAL DETAIL
<ul style="list-style-type: none"> <li>➤ Fixed cash compensation</li> <li>➤ Varies among executive officers and is based on a variety of considerations, including responsibilities, performance, skills, experience, achievements and the competitive market for the position, and is individually determined according to each executive officer's areas of responsibility and role.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Intended to provide stable compensation to executive officers and allow the Company to attract skilled executive talent needed to lead the business and maintain a consistent, stable leadership team</li> </ul>

For newly-hired executive officers, the Company establishes initial base salaries based on current market conditions and salaries for similar roles, reference to recent peer group disclosed base salaries to the extent available, and negotiations at the time the executive officer is hired, considering the position, the executive's experience, and qualifications.

Performance Graph

The Board of Directors recognizes that share price performance for the mining industry is highly volatile. The Company's focus is on creating long-term shareholder value and growth. The market price of the Company's common shares on the TSX as of March 31, 2024 was \$0.35. The chart below compares the total cumulative shareholder return for \$100 invested in the Company's common shares from March 31, 2019 to March 31, 2024, with the cumulative total return of the S&P/TSX Composite Index for the five most recently completed fiscal years of the Company.



*Note: The Company does not, nor is it contemplating in the near term, paying a dividend on its Common Shares.*

Compensation levels for NEOs over the period indicated reflect their accomplishment of performance goals that are targeted at building a foundation for the long-term success of the Company. In particular, the NEOs were instrumental in identifying, negotiating and closing key project acquisitions for the Company. Given the early stage of the Company's development, these achievements may not yet be recognized in the market price of the Company's common shares, particularly in light of difficult market conditions for mining stocks in recent years. A significant proportion of compensation for the Company's NEOs continues to be "at risk" compensation in the form of common shares and stock option grants, with the value of such common shares and stock options being directly affected by changes in share price. However, base salaries are not determined on benchmarks, performance goals or specific formula but are set to be competitive with industry levels. Discretionary cash bonuses may also be paid based upon a review of various operational and other objectives of the Company, the results of which may not have necessarily been reflected in the Company's share price in a particular year. In addition, the trading price of the Common Shares may be affected by various factors not related to the results of the Company such as changes in commodity prices and general economic conditions. Accordingly, it is difficult to specifically correlate total compensation to the trends shown in totality in the above performance graph.

As the Company is at an early stage of development, compensation paid to NEOs is not directly tied to share price performance. The Company's share price, similar to other exploration and development stage mining companies, is highly volatile, and is therefore not a significant factor in the decision-making process for performance-based awards. The value of long-term incentives such as options with a longer vesting period, are influenced by share price performance and serve as a means of incentivizing NEOs and aligning their interests with those of the Company's shareholders.

#### ***Equity Participation – Share-Based and Option-Based Awards***

The Company has an incentive plan dated September 10, 2021 (the "Incentive Plan") and approved by the Toronto Stock Exchange and shareholders of the Company at the annual meeting held in 2022. The Incentive Plan allows for the award of options to purchase shares ("Options"), bonus shares, and stock appreciation rights ("SARs") of the Company. The maximum number of Common Shares reserved for issuance pursuant to the grant of Options and SARs under the Incentive Plan, together with Common Shares underlying options granted to service providers and other securities-based compensation arrangements of the Company, must not exceed 10% of the issued and outstanding Common Shares on a rolling basis. Bonus Shares are subject to a separate limit of 5% of the Common Shares outstanding as of the last day of the fiscal year preceding the date of grant.

The current grants under the Incentive Plan and available balance as of the date of this Circular are set out in the table below.

Incentive Plan Grants and Limits	
<b>Grant Limit under 10% Rolling Incentive Plan</b>	Exercisable to acquire up to 3,672,557 Common Shares (10% of issued and outstanding shares)
<b>Options Granted as of August 9, 2024</b>	Exercisable to acquire up to 3,619,500 Common Shares (9.86% of outstanding shares)
<b>SARs Granted as of August 9, 2024</b>	-
<b>Total Available for Grant of SARs/Options</b>	Options and SARs to acquire up to 53,057 Common Shares (0.14% of outstanding shares)
<b>Bonus Shares Grant Limit for fiscal year ended March 31, 2023</b>	Exercisable to acquire up to 1,604,248 Common Shares (5% of issued and outstanding)
<b>Total Bonus Shares Granted during the fiscal year ended March 31, 2024</b>	-
<b>Bonus Shares Grant Limit for fiscal year ended March 31, 2024</b>	Bonus Shares to acquire up to 1,642,096 Common Shares (5% of issued and outstanding)

The Incentive Plan requires approval by shareholders every three years to remain in effect, pursuant to TSX rules.

Eligible participants under the Incentive Plan are Company employees, officers and directors (subject to limitations) along with consultants, and those of the Company's subsidiaries.

The Company's objectives for the Incentive Plan are to:

1. attract, retain and motivate qualified directors, employees and consultants; and
2. align the interests of directors, employees and consultants with those of shareholders.

The Company believes that encouraging equity ownership by directors, officers and employees is the best method of aligning their interests with those of shareholders over the mid- to longer-term. Awards are granted to staff taking into account a number of factors, including the amount and term of options or other incentive awards previously granted to an individual, their base salary and bonuses, and market competitive factors for purposes of retention and fair compensation for services. Vesting is determined at the discretion of the CGCC or other committee overseeing the grant and is generally set for a term of five years based on the Company's past practice. The CGCC generally reviews grants of Awards to directors, officers, employees and consultants annually.

Long-term incentive grants ("LTIs") are also designed to foster and promote retention, and benefit from the growth of the Company through the use of five-year vesting terms for grants of options, with options being the primary LTI award granted by the Company. Option awards provide executives and other staff with the opportunity to participate in the growth of the Company's share price as well as benefit from the favourable tax treatment applicable to this form of compensation. Options are valued using the Black-Scholes method of valuation.

The CGCC approves LTI awards to facilitate consideration of targeted direct compensation to officers. Award Options are generally granted to directors and officers annually as part of the annual compensation review. Award Options are granted at other times of the year to individuals commencing employment with the Company. The exercise price (the "Exercise Price")

for Award Options is set in accordance with TSX policies and is based on the five-day volume weighted average trading price prior to the date of grant.

Below is a summary of the material terms of the 2021 Plan:

- The maximum number of Common Shares reserved for issuance by the Company pursuant to Options and SARs granted under the 2021 Plan, plus any other security-based compensation arrangements (involving an issuance of shares from treasury) shall not exceed 10% of the issued and outstanding Common Shares from time to time.
- The maximum number of Bonus Shares issuable in any one fiscal year by the Company pursuant to the 2021 Plan is 5% of the total issued and outstanding Common Shares as at the end of the most recently completed fiscal year.
- The number of securities issuable to insiders, at any time, under all security-based compensation arrangements, cannot exceed 10% of the issued and outstanding securities of the Company.
- The number of securities issued to insiders, within any one-year period, under all security-based compensation arrangements, cannot exceed 10% of the issued and outstanding securities of the Company.
- The number of Common Shares reserved for issuance pursuant to the 2021 Plan (together with those Shares which may be issued pursuant to any other security-based compensation arrangement of the Company or options for services granted by the Company) to any one person cannot exceed 5% of the Common Shares outstanding on a non-diluted basis on the date of grant.
- The 2021 Plan provides that the exercise price or deemed value is determined by the Compensation Committee when the Award is granted and, in any event, may not be less than the closing price of the Common Shares on the stock exchange such shares are listed on, on the last market trading day prior to the date of the grant of the Award.
- The 2021 Plan provides that the Compensation Committee may at its discretion, provide for Options to vest, if they deem necessary at the time of grant.
- The maximum term for any Option will be ten years pursuant to the 2021 Plan, provided that in the circumstance where the end of the term of an Option falls within, or within ten business days after the end of, a “black out” or similar period imposed under any insider trading policy or similar policy of the Company (but not, for greater certainty, a restrictive period resulting from the Company or its insiders being the subject of a cease trade order of a securities regulatory authority), the end of the term of such Option shall be the tenth business day after the earlier of the end of such black out period or, provided the blackout period has ended, the scheduled expiry date.
- The 2021 Plan provides that, in the event a holder of Options (an “Optionholder”) is terminated for cause, all Options granted to such individual will expire immediately. The treatment of Options upon other termination events is as follows:
  - if an Optionholder ceases to be a director, employee or consultant of the Company (or one of the Company’s subsidiaries) other than because of termination for cause or death, only those Options vested at the date of such cessation will be exercisable for a maximum period of 60 days; and
  - if an Optionholder ceases to be a director, employee or consultant of the Company (or one of the Company’s subsidiaries) by reason of death, the Options then vested will be exercisable for a maximum period of twelve months.
- The 2021 Plan provides that the Options are non-transferable and non-assignable, except in limited circumstances.
- The 2021 Plan provides that the Board shall have the power to amend, suspend or terminate the 2021 Plan or any awards granted thereunder, from time to time without shareholder approval, including changes of a clerical or grammatical nature, changes regarding the persons eligible to participate in the Plan and changes regarding the vesting or other terms of the Awards provided that (i) such amendment, suspension or termination is in accordance with applicable laws and the rules of the TSX; and (ii) no such amendment,

suspension or termination shall be made that would materially adversely affect the existing rights of the Optionholder.

- The Board shall obtain shareholder approval for amendments:
  - to the maximum number shares that may be reserved for issuance upon exercise of awards granted pursuant to the terms of the 2021 Plan;
  - that would reduce the exercise price of an outstanding awards held by an insider;
  - that would extend the term of any awards granted under the 2021 Plan beyond the expiry date of the awards if such extension would benefit an insider of the Company;
  - that result in cancellation and re-issue of awards;
  - which would permit awards to be granted under the Plan to be transferable or assignable other than for normal estate settlement purposes; and
  - any amendments to the types of amendments requiring shareholder approval.
- The 2021 Plan includes a cashless exercise feature in the event of a Change of Control (as defined in the 2021 Plan) which allows holders of awards to surrender vested awards that have not been exercised, to the Company, in consideration for a payment in Common Shares or cash (at the option of the holder and subject to the approval of the Board), equal to the difference between the fair market value of the Common Shares and the aggregate exercise price for the Common Shares pursuant to the surrendered awards.
- The 2021 Plan also provides that the Company may withhold from any amount payable to any holder of Awards, in such manner as in its discretion determines necessary, such amount as it reasonably believes is necessary to enable the Company to comply with the applicable legal requirements relating to the withholding of tax or any other required deductions with respect to Options.
- The 2021 Plan also provides for the issuance of SARs and Bonus Shares. Bonus Shares may be issued to eligible persons under the 2021 Plan for no cash consideration in such amounts and to such eligible persons as the Company may determine. Each Bonus Share will be deemed to be issued at the market price of the Bonus Share at the time of issuance. The aggregate number of Bonus Shares issuable pursuant to the 2021 Plan in any one fiscal year is equal to 5% of the issued and outstanding Common Shares of the Company outstanding at end of the immediately preceding fiscal year of the Company. SARs may be issued by the Company to eligible persons under the 2021 Plan at an exercise price of no lower than the market price of the Common Shares of the Company on the day immediately prior to the date the SARs are granted. On exercise, the number of Common Shares of the Company issuable to the holder thereof shall be equal to the number of SARs exercised multiplied by a fraction, the numerator of which is the current market price of the Common Shares at the time of exercise minus the exercise price of the SARs and the denominator of which is the current market price of the Common Shares at the time of exercise, minus any amount withheld on account of income taxes.

The full text of the 2021 Plan is attached hereto as Schedule “A”.

### **Summary Compensation Table**

The following table is a summary of compensation paid in the Company’s previous three financial years to the Company’s NEOs. All compensation noted below are in Canadian Dollars unless otherwise noted.

Name and Position	Year	Salary (\$)	Share based awards (\$)	Option- based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$) <sup>(4)</sup>	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
<b>John Lee</b> <sup>(2)</sup> <i>Executive Chairman, Chief Executive Officer &amp; Director</i>	2024	Nil	Nil	55,000	Nil	Nil	Nil	420,000	475,000
	2023	Nil	120,000	325,000	Nil	Nil	Nil	525,000	970,000
	2021	Nil	380,000 <sup>(2)</sup>	197,672	Nil	Nil	Nil	420,000	997,672

Name and Position	Year	Salary (\$)	Share based awards (\$)	Option- based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$) <sup>(4)</sup>	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
<b>Andrew Yau</b> <sup>(3)</sup> <i>Chief Financial Officer</i>	2024	76,933	Nil	29,875	Nil	Nil	Nil	Nil	106,808
	2023	19,333	Nil	25,600	Nil	Nil	Nil	Nil	44,933
	2021	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Robert Van Drunen</b> <sup>(4)</sup> <i>Chief Operating Officer</i>	2024	106,751	Nil	33,750	Nil	Nil	Nil	Nil	140,501
	2023	78,278	20,000	50,000	Nil	Nil	Nil	Nil	148,278
	2021	57,933	Nil	Nil	Nil	Nil	Nil	790	58,723
<b>Ronald Espell</b> <sup>(5)</sup> <i>VP, Environment and Sustainability</i>	2024	92,689	Nil	7,500	Nil	Nil	Nil	Nil	100,189
	2023	102,474	40,000	Nil	Nil	Nil	Nil	Nil	142,474
	2021	313,131	Nil	96,133	Nil	Nil	Nil	68,878	478,142
<b>Jenna Virk</b> <sup>(6)</sup> <i>former Chief Legal Officer</i>	2024	31,861	Nil	Nil	Nil	Nil	Nil	Nil	31,861
	2023	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	2021	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Notes:

- 1) Amounts shown in this column represent Options granted as part of the annual compensation package of each NEO. 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 3.71%; (ii) expected dividend yield of 0%; (iii) average expected volatility of 105.44%; and (iv) an expected term of 5 years; weighted average fair value of options granted during the year of \$0.29.
- 2) John Lee was appointed as Chief Executive Officer effective July 17, 2020. Mr. Lee was appointed as Executive Chairman effective January 1, 2023.
- 3) Andrew Yau was appointed as Chief Financial Officer on December 15, 2022.
- 4) Robert Van Drunen was appointed Chief Operating Officer on September 27, 2021.
- 5) Ronald Espell was appointed VP, Environment and Sustainability on October 29, 2018.
- 6) Jenna Virk was appointed Chief Legal Officer on October 18, 2023 and resigned her position on July 1, 2024.

During the year ended March 31, 2024 and fifteen months ended March 2023 the stock option values were calculated using the following weighted average assumptions:

	Year Ended March 31, 2024	Fifteen Months Ended March 31, 2023
Risk-free interest rate	3.71%	3.10%
Expected life of options in years	4.38	4.54
Expected volatility	105.44%	107.64%
Expected dividend yield	-	-
Expected forfeiture rate	0%	0%
Weighted average fair value of options granted during the period	\$0.29	\$0.46

The expected volatility used in the Black-Scholes option pricing model is based on the historical volatility of the Common Shares. The expected forfeiture rate is based on the historical forfeitures of options issued.

***Incentive Plan Awards***

*Outstanding Share-Based Awards and Option-Based Awards*

The Company currently has a Share-Based Awards Plan (the “Plan”). The following table sets out the Option-Based Awards and Share-Based Awards outstanding as at March 31, 2024 for each NEO.

Name	OPTIONS-BASED AWARDS				SHARE-BASED AWARDS		
	Number of securities underlying unexercised options (#)	Option exercise price (CDN\$)	Option expiration date	Value of Unexercised in-the-money options (CDN\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (CDN\$)	Market or payout value of vested share-based awards not paid out or distributed (CDN\$)
<b>John Lee</b> CEO, Executive Chairman & Director	650,000 220,000	0.57 0.27	Aug. 24, 2027 Sept 18, 2028	Nil 17,600 <sup>(2)</sup>	Nil Nil	Nil Nil	Nil Nil
<b>Andrew Yau</b> CFO	80,000 119,500	0.43 0.27	Dec. 28, 2027 Sept 18, 2028	Nil 9,560 <sup>(3)</sup>	Nil Nil	Nil Nil	Nil Nil
<b>Robert Van Drunen</b> COO	100,000 153,000	0.57 0.27	Aug. 24, 2027 Sept 18, 2028	Nil 12,240 <sup>(4)</sup>	Nil Nil	Nil Nil	Nil Nil
<b>Ronald Espell</b> VP, Environment and Sustainability	30,000	0.27	Sept 18, 2028	2,400 <sup>(5)</sup>	Nil	Nil	Nil

**Notes:**

- The value at March 31, 2024 is calculated by determining the difference between the closing price on the TSX of the Common Shares at March 31, 2024 (\$0.35 per Common Share/Market Value) and the Exercise Price of the Options.
- As of March 31, 2024, of the 220,000 options outstanding representing the “in-the-money value”, only 55,000 options were vested and available for exercise. Refer to the table “*Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024*” below regarding the in-the-money vested options.
- As of March 31, 2024, of the 119,500 options outstanding representing the “in-the-money value”, only 29,875 options were vested and available for exercise. Refer to the table “*Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024*” below regarding the in-the-money vested options.
- As of March 31, 2024, of the 153,000 options outstanding representing the “in-the-money value”, only 38,250 options were vested and available for exercise. Refer to the table “*Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024*” below regarding the in-the-money vested options.
- As of March 31, 2024, of the 30,000 options outstanding representing the “in-the-money value”, only 7,500 options were vested and available for exercise. Refer to the table “*Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024*” below regarding the in-the-money vested options.

**Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024**

The following table sets out the aggregate dollar value of options vested that would have been realized if the options were exercised on the date vested or earned. The value is based on the difference between the option exercise price and the market price of the underlying security of the date of vesting.

Name	Option-based awards Value vested during the year (\$) <sup>(1)</sup>	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
<b>John Lee</b> CEO, Executive Chairman & Director	4,950	Nil	Nil
<b>Andrew Yau</b> CFO	2,689	Nil	Nil
<b>Robert Van Drunen</b> COO	3,443	Nil	Nil
<b>Ronald Espell</b> VP, Environment and Sustainability	675	Nil	Nil

**Notes:**

- The vesting date of the options noted above was March 18, 2024. The closing price on the TSX of the Common Shares on the date of vest was \$0.36 per Common Share.

### Pension Plan Benefits

The Company does not currently offer a pension plan, defined contribution plan, or deferred compensation plan or similar benefits to its NEOs.

### **Termination and Change of Control Benefits**

Other than as set out below, there are no contracts, agreements, plans or arrangements that provide for payments to a NEO following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, change of control of the Company or change in responsibilities of the NEO as of the date of this Information Circular.

#### *John Lee, CEO & Executive Chairman*

On October 9, 2018, the Company entered into an agreement with Linx Partners Ltd. (“Linx”) for an indefinite term (the “Linx Agreement”). The Linx Agreement provides for: (1) consulting fees of \$336,000 per year, with up to \$33,600 per year annual increases during fiscal years 2020 to 2022, at the discretion of the Board of Directors; (2) bonus, based on pre-determined criteria; (3) up to 3,000,000 Common Shares upon meeting certain milestone targets described in the Linx Agreement; (4) stock options; (5) health and dental benefits; and (6) vacation pay.

The Linx Agreement may be terminated by the Company at any time for any reason other than for cause upon a 90 days’ written notice. If the Company terminates the Linx Agreement for any reason other than cause, the Company shall pay a termination payment of either \$1,600,000, which shall include all applicable taxes, provided the Company has successfully raised total gross aggregate proceeds of no less than \$25,000,000 through one or more equity financing(s) undertaken after October 9, 2018, or the lesser amount of \$1,000,000, which shall include all applicable taxes, in the event the Company has not successfully raised total gross aggregate proceeds of no less than \$25,000,000 through one or more equity financing(s) undertaken after October 9, 2018. Linx may terminate the Linx Agreement by providing the Company with a 90 days’ written notice.

The Company entered into a Change of Control Agreement with Linx (the “Linx Change of Control Agreement”) dated October 9, 2018. The Linx Change of Control Agreement provides that in the event the New Linx Agreement is terminated as a result of, or within six months following, a significant change in the affairs of the Company such as a take-over bid, change of control of the Board, the sale, exchange or other disposition of a majority of the outstanding Common Shares, the merger or amalgamation or other corporate restructuring of the Company in a transaction or series of transactions in which the Company’s shareholders receive more than 50% of the outstanding Common Shares of the new or continuing company, and upon an involuntary termination, Mr. Lee shall receive from the Company within 30 days: i) a payment of \$1,600,000; ii) reimbursement for all reasonable business related promotion, entertainment and/or travel expenses incurred by Linx during the course of the Linx Agreement with the Company, subject to the expense reimbursement provisions set out in the Linx Agreement; iii) Mr. Lee’s entitlement to participate in the Company’s annual bonus plan in respect of the calendar year in which the involuntary termination has occurred, and the prior year if such payment has not yet been made; iv) provide Mr. Lee and his eligible dependents with coverage under the Company’s Benefit Plans for a period of 30 days after termination of the Linx Agreement; and v) all of Mr. Lee’s rights to any stock options he holds shall be governed by the provisions of his stock option agreements with the Company.

#### *Andrew Yau, Chief Financial Officer*

The Company entered into a Change of Control Agreement with Andrew Yau (the “Yau Change of Control Agreement”) dated December 15, 2022. The Yau Change of Control Agreement provides that in the event that the terms of Mr. Yau’s employment with the Company are subject to material changes which occur without Mr. Yau’s consent, or if his employment with the Company is terminated, in connection with a change in control of the Company such as a take-over bid, change of control of the Board, the sale, exchange or other disposition of a majority of the outstanding Common Shares, the merger or amalgamation or other corporate restructuring of the Company in a transaction or series of transactions in which the Company’s shareholders receive more than 50% of the outstanding Common Shares of the new or continuing company, and upon an involuntary termination, Mr. Yau shall receive from the Company: i) a payment equal to 18-months of his base salary in effect immediately prior to the change of control; ii) reimbursement for all reasonable business related promotion, entertainment and/or travel expenses incurred by Mr. Yau during the course of his employment with the Company, subject to the expense reimbursement provisions set out in Mr. Yau’s employment agreement; iii) Mr. Yau’s entitlement to participate in the Company’s annual bonus plan in respect of the calendar year in which the involuntary termination has occurred; iv) provide Mr. Yau and his eligible dependents with coverage under the Company’s Benefit Plans for a period of 30 days after termination of his employment; v) a payment in respect of Mr. Yau’s accrued but unpaid vacation pay; and vi) all of Mr. Yau’s rights to any stock options he holds shall be governed by the provisions of his stock option agreements with the Company.

## STATEMENT OF DIRECTOR COMPENSATION

### *Compensation of Directors*

Independent directors are paid varying amounts depending on the degree to which they are active on behalf of the Company. See the table below for amounts paid or accrued for the directors' work on behalf of the Board and any committees during the fiscal year ended March 31, 2024.

Name	Fees Earned (\$)	Share-Based Awards (\$)	Option-Based Awards (\$)	Non-equity Incentive Plan Compensation	Pension Value	All other Compensation (\$)	Total (\$)
Greg Hall	33,600	Nil	6,250	Nil	Nil	Nil	39,850
Nigel Lees	30,600	Nil	6,250	Nil	Nil	Nil	36,850
Doug Flett	30,600	Nil	40,250	Nil	Nil	Nil	70,850

### *Incentive Plan Awards*

#### Outstanding Share-Based Awards and Option-Based Awards

The Company currently has a Share-Based Awards Plan (the "Plan"). The following table sets out the Option-Based Awards and Share-Based Awards outstanding as at March 31, 2024 for each director who was not an executive officer for the Company's most recently completed financial year ended March 31, 2024 is as follows:

Name	OPTIONS-BASED AWARDS				SHARE-BASED AWARDS		
	Number of securities underlying unexercised options (#)	Option exercise price (CDN\$)	Option expiration date	Value of Unexercised in-the-money options (CDN\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (CDN\$)	Market or payout value of vested share-based awards not paid out or distributed (CDN\$)
<b>Greg Hall</b> Director	100,000 50,000 25,000	0.57 0.43 0.27	Aug 24, 2027 Dec 28, 2027 Sept 18, 2028	Nil Nil 2,000 <sup>(2)</sup>	Nil	Nil	Nil
<b>Nigel Lees</b> Director	100,000 25,000	0.43 0.27	Dec 28, 2027 Sept 18, 2028	Nil 2,000 <sup>(3)</sup>	Nil	Nil	Nil
<b>Doug Flett</b> Director	50,000 75,000	0.505 0.27	Apr 24, 2028 Sept 18, 2028	Nil 6,000 <sup>(3)</sup>	Nil	Nil	Nil

#### Notes:

- The value at March 31, 2024 is calculated by determining the difference between the closing price on the TSX of the Common Shares at March 31, 2024 (\$0.35 per Common Share/Market Value) and the Exercise Price of the Options.
- As of March 31, 2024, of the 25,000 options outstanding representing the "in-the-money value", only 6,250 options were vested and available for exercise. Refer to the table "Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024" below regarding the in-the-money vested options.
- As of March 31, 2024, of the 25,000 options outstanding representing the "in-the-money value", only 6,250 options were vested and available for exercise. Refer to the table "Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024" below regarding the in-the-money vested options.
- As of March 31, 2024, of the 75,000 options outstanding representing the "in-the-money value", only 18,750 options were vested and available for exercise. Refer to the table "Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024" below regarding the in-the-money vested options.

#### *Incentive Plan Awards -Value Vested or Earned During the Year ended March 31, 2024*

The following table sets out the aggregate dollar value of options vested, for directors who are not NEOs, that would have been realized if the options were exercised on the date vested or earned, on a post-consolidated basis. The value is based on the difference between the option exercise price and the market price of the underlying security of the date of vesting.



Name	Option-based awards Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
Greg Hall	563	Nil	Nil
Nigel Lees	563	Nil	Nil
Doug Flett	1,688	Nil	Nil

**Notes:**

(1) The vest date of the options noted above was March 18, 2024. The closing price on the TSX of the Common Shares on the date of vest was \$0.36 per Common Share.

**SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The following table sets out equity compensation plan information as at the end of the financial year ended March 31, 2024.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	2,494,500	\$0.43	798,692
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
<b>Total</b>	<b>2,494,500</b>	<b>\$0.43</b>	<b>798,692</b>

**INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

As of August 9, 2024, none of the directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company are indebted to the Company or another entity where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries.

**OTHER DIRECTORSHIPS**

Certain directors of the Company are also presently directors of other issuers that are reporting issuers (or the equivalent) in Canada or elsewhere. With respect to these interlocking board memberships, it is the Board’s view that the mining community at the highest levels is closely connected and that in order for the Company’s directors to maintain these connections, which are in the best interests of the Company, directors of the Company should be permitted to serve on other boards of directors, including in some cases, the same board of directors. The Current Board is satisfied that it has a system for dealing with conflicts of interest if any were to arise. In addition to their positions, the following current directors also served as directors of the following reporting issuers or reporting issuer equivalent(s):

Name of Director	Reporting Issuer(s) or Equivalent(s)
John Lee	Flying Nickel Mining Corp. Nevada Vanadium Mining Corp. Oracle Commodity Holding Corp.
Greg Hall	Flying Nickel Mining Corp.
Doug Flett	KWG Resources Inc. Tartisan Nickel Corp.
Nigel Lees	Thunder Gold Corp.

**ATTENDANCE OF DIRECTORS AT BOARD AND COMMITTEE MEETINGS**

The Company has previously disclosed all attendance at Board of Directors meetings and committee meeting attendance. Please refer to “Election of Directors” as to Board of Directors meetings and committee meeting attendance.

## MANAGEMENT CONSULTING AGREEMENTS

Other than disclosed above, the Company does not have any agreement or arrangement under which compensation was provided during the most recently completed financial year or is payable in respect of services provided to the Company or any of its subsidiaries that were performed by a director or a NEO or performed by any other party but are services typically provided to a director or a NEO. The management functions of the Company are not to any substantial degree performed by any person other than the executive officers and directors of the Company. Refer to the section “*Termination and Change of Control Benefits*” for more details.

## CORPORATE GOVERNANCE DISCLOSURE

### *Statement of Corporate Governance Practices*

The Board of Directors of the Company, as a whole, is responsible for reviewing the overall governance principles of the Company and is responsible for any governance issues that may arise. National Instrument 58-101 - *Disclosure of Corporate Governance Practices* requires each reporting issuer to disclose its corporate governance practices on an annual basis. The following describes the Company’s corporate governance practices.

Corporate Governance Disclosure Requirement	Comments
<b>1. Board of Directors</b>	
(a) Disclose the identity of directors who are independent.	As of the date of this Information Circular, the independent directors of the Company are Messrs. Hall, Lees, and Flett.
(b) Disclose the identity of directors who are not independent and describe the basis for that determination.	John Lee is not independent as he is currently the Company’s Executive Chairman and CEO.  All of the above have a material relationship with the Company. A material relationship is defined in National Instrument 52-110 to mean any relationship, which could in the view of the board, or reasonably expected to interfere with the exercise of his independent judgment.
(c) Disclose whether or not a majority of directors are independent. If a majority of directors are not independent, describe what the board of directors (the “board”) does to facilitate its exercise of independent judgment in carrying out its responsibilities.	As of the date of this Information Circular there is a majority of independent Directors. Three out of four current directors are independent.  The Company’s independent Directors meet on an ad-hoc basis in order to facilitate and carry out independent decision making for the Company.
(d) If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.	Directorships of the directors of the Company are set out in this Information Circular in the table under the heading <i>Other Directorships</i> .
(e) Disclose whether or not the independent directors hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance. If the independent directors hold such meetings, disclose the number of meetings held since the beginning of the issuer’s most recently completed financial year. If the independent directors do not hold such meetings, describe what the board does to facilitate open and candid discussion among its independent directors.	The current independent Directors do not hold such meetings. To facilitate open and candid discussions among its independent Directors, the independent members meet via ad-hoc meetings as required.
(f) Disclose whether or not the chair of the board is an independent director. If the board has a chair or lead director who is an independent director, disclose the identity of the independent chair or lead director, and describe his or her role and responsibilities. If the board has neither a chair that is independent nor a lead director that is independent, describe what the board does to provide leadership for its independent directors.	The Executive Chairman, John Lee is not an independent Director. The Board provides leadership to its independent Directors by formal Board Meetings. The Company currently does not have a “lead director”.
(g) Disclose the attendance record of each director for all board meetings held since the beginning of the issuer’s most recently completed financial year.	The attendance of each director for all board and committee meetings between April 1, 2023 to March 31, 2024 is set out in the table under the heading “ <i>Attendance of Directors at Board and Committee Meetings</i> ”

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## 2. Board Mandate

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Disclose the text of the board’s written mandate. If the board does not have a written mandate, describe how the board delineates its role and responsibilities.

The Board has a written mandate. The Board has the duties to: (i) oversee management of the Company, (ii) exercise business judgment, (iii) understand the Company and its business, (iv) establish effective systems, (v) protect confidentiality and proprietary information, and (vi) prepare for and attend Board, committee and shareholder meetings. The text of the Board’s Mandate can be found on the Company’s website at [www.silverelef.com](http://www.silverelef.com).

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## 3. Position Descriptions

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(a) Disclose whether or not the board has developed written position descriptions for the chair and the chair of each board committee. If the board has not developed written position descriptions for the chair and/or the chair of each board committee, briefly describe how the board delineates the role and responsibilities of each such position.

The Company does not maintain separate written descriptions of the roles of the Chairman or Chairs of each of the committees of the Board. Instead, it has developed written charters for each of the committees are available for review on the Company’s website at [www.silverelef.com](http://www.silverelef.com) under “Corporate – Corporate Governance” or upon request by contacting the Company. The Chair of each committee is responsible for ensuring that the applicable committee fulfils its responsibilities and duties under its governing charter.

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(b) Disclose whether or not the board and CEO have developed a written position description for the CEO. If the board and CEO have not developed such a position description, briefly describe how the board delineates the role and responsibilities of the CEO.

The Board has developed a written position description for the CEO. The position description for the CEO delegates to him the responsibility for, among other things, executing the strategy agreed by the Board and developing the Company’s objectives through leadership of the senior executive team including:

- Participation in the development of the Company’s vision, strategic agenda, and business plan to facilitate communication and understanding between management and the Board.
  - Ensuring operations conform with the Board’s view on company policy.
  - Ensuring, in consultation with the committees and the full Board, that succession plans are in place at senior executive levels.
  - Participation in external relationships which fulfil the Company’s obligations as a member of industry and the community.
  - Providing the key link between the Board and management, and as a result, has a significant communication, coaching and team-building responsibility.
  - Ensuring that the Company’s risks are adequately addressed, and appropriate internal controls are in place.
  - Representing the shareholders and Board to management and management to the shareholders and Board.
  - Carrying out special assignments in collaboration with management or the Board.
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## 4. Orientation and Continuing Education

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(a) Briefly describe what measures the board takes to orient new directors regarding (i) the role of the board, its committees and its directors, and (ii) the nature and operation of the issuer’s business.

New directors are provided with details of the Company’s organizational structure, the structure of the Board, compliance requirements for directors, corporate policies and by-laws and technical reports. They also meet with the directors and senior management of the Company to learn of the functions and activities of the Company. On an ongoing basis, presentations are made to the Board on various aspects of the Company’s operations. Directors can also access internal financial information, management, technical experts and consultants.

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(b) Briefly describe what measures, if any, the board takes to provide continuing education for its directors. If the board does not provide continuing education, describe how the board ensures that its directors maintain the skill and knowledge necessary to meet their obligations as directors.

As a part of the continuing education of the directors, directors are provided with key documents including the Code of Business Conduct and Ethics, Board and Committee Mandates and Charters, Insider Trading Policy and Continuous disclosure policies. As well, the directors meet with Management to discuss and better understand the business and from time to time visit the Company’s properties. Board members are encouraged to communicate with Management and auditors, to keep themselves current with industry trends and development, and to attend related industry seminars. Board members have full access to the Company’s records. Directors attend conferences and seminars relevant to their particular expertise.

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## 5. Ethical Business Conduct

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(a) Disclose whether or not the board has adopted a written code for the directors, officers and employees. If the board has adopted a written code.

The Company has adopted a written Code of Business Conduct and Ethics for its directors, officers and employees (the “Code”).

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<b>Corporate Governance Disclosure Requirement</b>	<b>Comments</b>
<b>5. Ethical Business Conduct (Continued)</b>	
(i) disclose how a person or Company may obtain a copy of the code;	A copy of the Code of Business Conduct and Ethics may be obtained by written request to the Company's offices located at Suite 1610 – 409 Granville Street, Vancouver, BC, V6C 1T2 or can be viewed on the Company's website at www.silverelef.com under "Corporate – Corporate Governance".
(ii) describe how the board monitors compliance with its code, or if the board does not monitor compliance, explain whether and how the board satisfies itself regarding compliance with its code; and	The Board has instructed management to bring any breaches of the Code to the attention of the Chair of the Audit Committee. Management and employees may report breaches in the Code confidentially and anonymously to the Chair of the Audit Committee.
(iii) provide a cross-reference to any material change report filed since the beginning of the issuer's most recently completed financial year that pertains to any conduct of a director or executive officer that constitutes a departure from the code.	No material change report has been filed since April 1, 2023 (the commencement of the year ended March 31, 2024), or ever, that pertains to any conduct of a director or executive officer that constitutes a departure from the Code.
(b) Describe any steps the board takes to ensure directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest.	If a director or executive officer has an interest in any transaction or agreement before the Board, the interested directors or executive officers must abstain from voting on such issues or topics. Each director must disclose all actual or potential conflicts of interest to the Board or the Audit Committee.
(c) Describe any other steps the board takes to encourage and promote a culture of ethical business conduct.	The Company has adopted a Whistleblower Policy which allows its directors, officers and employees who feel that a violation of the Code has occurred, or who have concerns regarding financial statements disclosure issues, accounting, or internal controls, to report such violations or concerns on a confidential and anonymous basis. Such reporting can be made by email or telephone to the Chair of the Audit Committee. The Chair of the Audit Committee then investigates each matter so reported and make corrective and disciplinary action, if appropriate. Complaints may also be made internally.
<b>6. Nominations of Directors</b>	
(a) Describe the process by which the board identifies new candidates for board nomination.	The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the Company's annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. The CGCC is composed entirely of independent directors and is responsible for the identification of new director candidates for Board nomination.
(b) Disclose whether or not the board has a nominating committee composed of independent directors. If the board does not have a nominating committee composed entirely of independent directors, describe what steps the board takes to encourage an objective nomination process.	The Company does have a nominating committee which is the CGCC. As of the date of the Information Circular, the CGCC consists entirely of independent Directors. The Chairman of the CGCC, Greg Hall is the primary contact for the CGCC, whereby all activities of the CGCC are first addressed to the Chairman to address.  The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the Company's annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.
(c) If the board has a nominating committee, describe the responsibilities, powers and operation of the nominating committee. Also describe if the Company implements a majority voting policy for its directors.	The CGCC has the responsibility of, among other things: (i) recommending to the Board, on an annual basis, nominees for election as directors for the next annual meeting of shareholders and nominees for appointment to Committees of the Board; and (ii) analyzing the needs of the Board when vacancies arise on the Board and Committees and recommending nominees who meet such needs. The Company has implemented majority voting for its' directors. Information on the majority voting for directors is set out under the heading <i>Majority Voting for Directors</i> .

<b>Corporate Governance Disclosure Requirement</b>	<b>Comments</b>
<b>7. Compensation</b>	
(a) Describe the process by which the board determines the compensation for the issuer's directors and officers.	The CGCC assists the Board in carrying out its responsibilities and decision-making process relating to executive and director compensation for the Company and its subsidiaries.
(b) Disclose whether or not the board has a compensation committee composed entirely of independent directors. If the board does not have a compensation committee composed entirely of independent directors, describe what steps the board takes to ensure an objective process for determining such compensation.	The Company does have a compensation committee which is the CGCC. The CGCC consists entirely of independent directors.
(c) If the board has a compensation committee, describe the responsibilities, powers and operation of the compensation committee.	<p>The CGCC assists the Board in carrying out its responsibilities and decision-making process relating to executive and director compensation for the Company and its subsidiaries. The CGCC has the following duties, responsibilities and authority:</p> <ul style="list-style-type: none"> <li>(a) to recommend to the Board the form and amount of compensation to be paid by the Company to directors for service on the Board and on its committees. The CGCC shall review director compensation at least annually;</li> <li>(b) to annually review the Company's base compensation structure and the Company's incentive compensation, stock option and other share-based compensation plans and recommend changes in or additions to such structure and plans to the Board as needed;</li> <li>(c) to recommend to the Board the annual base compensation of the Company's executive officers;</li> <li>(d) to recommend to the Board annual corporate goals and objectives under any incentive compensation plan adopted by the Company for officers and non-officer personnel providing services to the Company and recommend incentive compensation participation levels for officers and non-officer personnel providing services to the Company under any such incentive compensation plan. In determining the incentive component of compensation, the CGCC will consider the Company's performance and relative shareholder return, the values of similar incentives at comparable companies and the awards given in past years;</li> <li>(e) to evaluate the performance of officers generally and in light of annual corporate goals and objectives under any incentive compensation plan;</li> <li>(f) to provide oversight of the performance evaluation and incentive compensation of non-officer personnel providing services to the Company; and</li> <li>(g) to administer the Company's stock option and other share-based compensation plans and determine the grants of Options and other share-based compensation.</li> </ul>
<b>8. Other Board Committees</b>	
If the board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.	There are no other committees.
<b>9. Assessments</b>	
Disclose whether or not the board, its committees and individual directors are regularly assessed with respect to their effectiveness and contribution. If assessments are regularly conducted, describe the process used for the assessments. If assessments are not regularly conducted, describe how the board satisfies itself that the board, its committees, and its individual directors are performing effectively.	<p>The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and its committees. The CGCC oversees the performance of the Board and its Audit Committee.</p> <p>The Board did not review the Boards and Committee performances during the year ended March 31, 2024.</p>

**Corporate Governance Disclosure  
Requirement**

**Comments**

**10. Director Term Limits and Other Mechanisms of Board Renewal**

Disclose whether or not the issuer has adopted term limits for the directors on its board or other mechanisms of board renewal and, if so, include a description of those director term limits or other mechanisms of board renewal. If the issuer has not adopted director term limits or other mechanisms of board renewal, disclose why it has not done so.

The Company has not adopted Director term limits due to the size of the Company. The Board does not believe it should establish term limits. While the Board acknowledges the benefit of fresh ideas and viewpoints, it encourages alternative means of ensuring Board renewal as opposed to the imposition of arbitrary thresholds given the value of the contribution of directors who have been able to develop, over a period of time, increasing insight into the Company and its operations and, therefore, provide an increasing contribution to the Board as a whole. The Company will continue to monitor the effectiveness of the Directors and if required will adopt Director term limits at that time.

**11. Policies Regarding the Representation of Women on the Board**

Disclose whether the issuer has adopted a written policy relating to the identification and nomination of women directors. If the issuer has not adopted such a policy, disclose why it has not done so.

The Companies has adopted a written Board Diversity Policy which is available to view on the Company's website at [www.silverelef.com](http://www.silverelef.com) under "Corporate – Corporate Governance".

**12. Consideration of the Representation of Women in the Director Identification and Selection Process**

Disclose whether and, if so, how the board or nominating committee considers the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board. If the issuer does not consider the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board, disclose the issuer's reasons for not doing so.

The Board currently considers the level of representation of women when making identifying directors. Although the Board acknowledges that diversity, including diversity of experience, perspective, education, race, gender and national origin is of value to the Company, in considering potential directors and executive officers, the CGCC will continue to seek the most qualified candidates, regardless of their gender. While the CGCC is not specifically focused on achieving any particular level of representation of women on the Board, it will continue to consider that as one of the various factors it reviews as part of its nomination and Board assessment process. As of the date of this Circular, there are no female members of the Board.

**13. Consideration of the Representation of Women in Executive Officer Appointments**

Disclose whether and, if so, how the issuer considers the level of representation of women in executive officer positions when making executive officer appointments. If the issuer does not consider the level of representation of women in executive officer positions when making executive officer appointments, disclose the issuer's reasons for not doing so.

The Company has been successful in recruiting women to its key leadership positions and does not believe that any gender bias has existed or exists in its hiring or promotion decisions. For that reason, no affirmative action is required to ensure women have an equal opportunity within the Company. As of the date of this Circular, there are no female members of the Board. Of the five executive and/or senior officers of the Company, the Company has one woman officer, namely, Marion McGrath, Corporate Secretary. Ms. McGrath will represent 20% of the overall executive and/or senior officer positions within the Company. The Company will continue to monitor its gender diversity and disclose the results to its shareholders on an annual basis.

**14. Issuer's Targets Regarding the Representation of Women on the Board and in Executive Officer Positions**

(a) Disclose whether the issuer has adopted a target regarding women on the issuer's board. If the issuer has not adopted a target, disclose why it has not done so.

The Company has not adopted a target regarding women representation to the Company's Board. Refer above to "12 - Consideration of the Representation of Women in the Director Identification and Selection Process."

(b) Disclose whether the issuer has adopted a target regarding women in executive officer positions of the issuer. If the issuer has not adopted a target, disclose why it has not done so.

The Company has not adopted a target regarding women representation to the Company's executive officers. Board. Refer above to "13 - Consideration of the Representation of Women in Executive Officer Appointments."

**PARTICULARS OF ADDITIONAL MATTERS TO BE ACTED UPON**

***Re-approval of the Company's 10% Rolling Incentive Plan***

At the Meeting, Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution re-approving the 2021 Plan.

The 2021 Plan is a 10% rolling stock option plan which also permits the issuance of bonus shares and stock appreciation rights. The total number of Common Shares reserved and available for issuance pursuant to the 2021 Plan (together with those Common Shares issuable pursuant to any other security-based compensation arrangement of the Company or options for services granted by the Company) pursuant to Options and SARs cannot exceed 10% of the issued and outstanding Common Shares of the Company from time to time. As of the date hereof, the Company has **36,725,566** issued and outstanding Common Shares, meaning that pursuant to the terms of the 2021 Plan, **3,672,557** Common Shares may be reserved for issuance pursuant to Options and SARs granted. Additionally, pursuant to the 2021 Plan, the Company may issue, in any one fiscal year, that number of Bonus Shares as is equal to 5% of the issued and outstanding Common Shares as at the Company's most recently completed fiscal year before the year during which Bonus Shares are granted from time to time. In the event that the 2021 Plan is not approved by shareholders, the outstanding awards will remain outstanding and be unaffected but the Company will not have the ability to grant any new awards until shareholder approval is obtained.

The burn rate for the past three fiscal periods is set out below:

	<b>Year Ended March 31, 2024</b>	<b>Fifteen Months Ended March 31, 2023</b>	<b>Year Ended December 31, 2021</b>
Number of securities granted under the arrangement during the applicable fiscal year	1,304,500	1,805,000	680,000
Weighted average number of securities outstanding for the applicable fiscal year	32,593,257	26,454,938	20,986,610
Burn rate	<b>4.00%</b>	<b>6.82%</b>	<b>3.24%</b>

Refer to the section “*Equity Participation – Share-Based and Option-Based Awards*” for more details about the Incentive Plan.

The full text of the ordinary resolution approving the adoption of the 2021 Plan is set forth below:

**BE IT RESOLVED THAT:**

1. the 2021 Plan, in substantially the form contained in the Management Information Circular dated August 9, 2024 which conforms with the rules and policies of the TSX, as applicable, be and is hereby approved and adopted;
2. the number of Common Shares issuable pursuant Options and SARs under the 2021 Plan be set at 10% of the outstanding issued Common Shares from time to time, subject to any limitations imposed by applicable regulations, laws, rules and regulations;
3. the number of Common Shares issuable as Bonus Shares pursuant to the 2021 Plan in any one fiscal year be set at 5% of the outstanding issued Common Shares as at the most recently completed fiscal year prior to the date of issuance, from time to time, of the Bonus Shares;
4. the unallocated entitlements under the 2021 Plan are hereby approved and the Company has the ability to grant awards under the 2021 Plan until September 25, 2027;
5. the Board is authorized on behalf of the Company to make any further amendments to the 2021 Plan as may be required by applicable regulatory authorities, without requiring further approval of the Shareholders, in order to ensure adoption of the 2021 Plan;
6. the Company is authorized to file the 2021 Plan with the TSX for acceptance, and the implementation of the 2021 Plan is subject to the receipt of such approval; and
7. any one or more directors or officers of the Company, for and on behalf of the Company, is authorized and directed, to take all necessary steps and proceedings, and to execute, deliver and file any and all applications, declarations, documents and other instruments and do all such other acts or things that may be necessary or desirable to give effect to the provisions of this resolution.

***Management of the Company recommends that you vote IN FAVOUR of the re-approval of the Company's 10% Rolling Incentive Plan. In the absence of instructions to the contrary, the Company's proxyholders will vote the Common Shares represented by each Proxy, properly executed, IN FAVOUR of the 10% Rolling Incentive Plan.***

### ***Other Matters***

It is not known if any other matters will come before the Meeting other than set forth above and in the Notice of Meeting, but if such should occur, the persons named in the accompanying Proxy intend to vote on any poll, on such matters in accordance with their best judgment, exercising discretionary authority with respect to amendments or variations of matters identified in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment or postponement thereof.

### **RESTRICTED SECURITIES**

The Company has no other classes of voting securities and does not have any classes of restricted securities.

### **REGISTRAR AND TRANSFER AGENT**

The registrar and transfer agent of the Company is Odyssey Trust Company, 350 – 409 Granville Street, Vancouver, BC, V6C 1T2.

### **ADDITIONAL INFORMATION**

Additional information relating to Silver Elephant is available on Silver Elephant’s website at [www.silverelef.com](http://www.silverelef.com), on SEDAR+ under Silver Elephant’s profile at [www.sedarplus.ca](http://www.sedarplus.ca). Financial and other information of Silver Elephant is provided in its audited consolidated financial statements and management’s discussion and analysis for the financial year ended March 31, 2024 can be found under Silver Elephant’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and will be sent without charge to any security holder upon request by contacting the Assistant Corporate Secretary of Silver Elephant via email at [info@silverelef.com](mailto:info@silverelef.com).

### **DIRECTORS APPROVAL**

The contents of this Information Circular and the sending of it to each Shareholder entitled to receive notice of the Meeting, to each director of the Company, to the auditor of the Company, and to the appropriate regulatory agencies has been authorized, by the Board dated at Vancouver, British Columbia, this 9<sup>th</sup> day of August, 2024.

### **BY ORDER OF THE BOARD**

*“John Lee”*

John Lee  
Chief Executive Officer



## INCENTIVE PLAN

September 10, 2021



**Purpose.** The purpose of this Plan is to provide incentives to attract, retain and motivate Eligible Persons and to align the interests of such persons with those of shareholders of the Company by providing them an opportunity to participate in the Company's future performance through awards of Awards.

### Article 1 Interpretation

- 1.1 **Definitions and Interpretation.** As used in this Plan, the following words and terms will have the following meanings:
- (a) **"Award"** means, together, the Options, Bonus Shares and Stock Appreciation Rights issuable under this Plan;
  - (b) **"Board"** means the board of directors of the Company;
  - (c) **"Bonus Share"** has the meaning ascribed thereto in Section 7.1;
  - (d) **"Change of Control"** means:
    - (i) the acquisition, whether directly or indirectly, by a person or company, or any persons or companies acting jointly or in concert (as determined in accordance with the *Securities Act* (British Columbia) and the rules and regulations thereunder) of voting securities of the Company which, together with any other voting securities of the Company held by such person or company or persons or companies, constitute, in the aggregate, more than 50% of all outstanding voting securities of the Company;
    - (ii) an amalgamation, arrangement or other form of business combination of the Company with another company which results in the holders of voting securities of that other company holding, in the aggregate, 50% or more of all outstanding voting securities of the Company (including a merged or successor company) resulting from the business combination; or
    - (iii) the sale, lease or exchange of all or substantially all of the property of the Company to another person, other than a subsidiary of the Company or other than in the ordinary course of business of the Company;
  - (e) **"Code"** means the U.S. Internal Revenue Code of 1986, as amended;
  - (f) **"Committee"** means the Compensation Committee, or any other Committee of the Board, appointed by the Board from time to time to administer this Plan, or if no such committee is appointed, the Board;
  - (g) **"Company"** means Silver Elephant Mining Corp. or any successor corporation;
  - (h) **"Disability"** means the mental or physical state of an individual such that:
    - (i) the Board, other than such individual, determines that such individual has been unable, due to illness, disease, mental or physical disability or similar cause, to fulfill his or her obligations as an employee, independent contractor, consultant or director of the Company either for any consecutive 6-month period or for any period of 8 months (whether or not consecutive) in any consecutive 12- month period; or

- (ii) a court of competent jurisdiction has declared such individual to be mentally incompetent or incapable of managing his or her affairs;
- (i) “**Effective Date**” means September 10, 2021;
- (j) “**Eligible Person**” means any person providing continuous services to the Company and who is:
  - (i) a full-time employee or independent contractor of the Company or any of its subsidiaries or a part-time employee or independent contractor of the Company or any of its subsidiaries; or
  - (ii) a consultant to the Company or any of its subsidiaries in respect of whom the Company is permitted to grant Awards under applicable law and the rules and policies of any securities regulatory authority, stock exchange or quotation system with jurisdiction over the Company or the issuance of the Awards; or
  - (iii) a director, including an Outside Director, of the Company or any of its subsidiaries;
- (k) “**Exercise Agreement**” has the meaning ascribed thereto in section 2.3(g);
- (l) “**Exercise Period**” means the period of time during which a particular Awards may be exercised;
- (m) “**Exercise Price**” means the price at which a holder of an Option may purchase the Shares issuable upon exercise of the Option;
- (n) “**Expiry Date**” means the expiry date of an Option as determined by the Committee in accordance with the terms and conditions of this Plan, subject to the time limits and any “black out” or similar periods as provided in section 2.3(e) to this Plan;
- (o) “**Expiry Time**” means 4:30 p.m. (Vancouver time) on the Expiry Date;
- (p) “**Financial Year**” means the fiscal year of the Company;
- (q) “**Incentive Stock Option**” means an Option granted to a U.S. Participant that is intended to qualify as an “incentive stock option” within the meaning of section 422 of the Code;
- (r) “**Market Price**” means, as of any date, the value of the Shares, determined as follows:
  - (i) if the Shares are listed on the TSX, the Market Price shall be the closing price of the Shares on the TSX for the last market trading day prior to the date of the grant of the Award;
  - (ii) if the Shares are listed on the TSX-V, the Market Price shall be the closing price of the Shares on the TSX-V for the last market trading day prior to the date of the grant of the Award less any discount permitted by the TSX-V;
  - (iii) if the Shares are listed on a stock exchange other than the TSX-V, the Market Price shall be the closing price of the Shares (or the closing bid, if no sales were reported) as quoted on such exchange for the last market trading day prior to the date of the grant of the Award; and
  - (iv) if the Shares are not listed on a stock exchange, the Market Price shall be determined in good faith by the Committee;
- (s) “**Nonqualified Stock Option**” means an Option granted to a U.S. Participant that is not an Incentive Stock Option;
- (t) “**Option**” means an award of an option to purchase Shares hereunder;
- (u) “**Outside Director**” means every director of the Company who is not a full-time employee of, or consultant to, the Company or any of its subsidiaries;
- (v) “**Participant**” means every Eligible Person who is approved for participation in the Plan by the Committee;

- (w) “**Plan**” means this Incentive Plan, as the same may be amended from time to time;
- (x) “**SAR Exercise Price**” has the meaning ascribed thereto in Section 8.2;
- (y) “**SAR Fair Market Value**” means, for the purpose of determining the SAR Exercise Price for any Stock Appreciation Right, unless otherwise determined by the Committee in their discretion, the Market Price on the day immediately prior to the date such Stock Appreciation Right is granted;
- (z) “**Stock Appreciation Rights**” has the meaning ascribed thereto in Section 8.1;
- (aa) “**Shares**” means the common shares in the capital of the Company;
- (bb) “**subsidiary**” means a subsidiary of the Company as defined in the *Securities Act* (British Columbia);
- (cc) “**Stock Option Certificate**” means the certificate evidencing the award of an Option, substantially in the form of Exhibit A attached hereto;
- (dd) “**Termination**” or “**Terminated**” means for the purposes of this Plan with respect to a Participant, that the Participant has for any reason ceased to provide continuous services as an employee, independent contractor, consultant, officer, director or Outside Director to the Company. Notwithstanding the foregoing, an employee will not be deemed to have ceased to provide services in the case of:
  - (i) sick leave approved by the Committee; or
  - (ii) any other leave of absence approved by the Committee, provided that such leave is for a period of not more than 90 days unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to formal policy adopted from time to time by the Company and issued and promulgated to employees in writing.

Notwithstanding anything to the contrary, the Committee will have sole discretion to determine whether a Participant has ceased to provide continuous services to the Company and the effective date on which the Participant ceased to provide services (the “**Termination Date**”);
- (ee) “**TSX**” means the Toronto Stock Exchange;
- (ff) “**TSX-V**” means the TSX Venture Exchange;
- (gg) “**U.S. Participant**” means an Eligible Person who is a U.S. citizen or a U.S. resident, in each case as defined in the Code or is otherwise subject to U.S. federal income tax;
- (hh) “**Withholding Obligations**” has the meaning ascribed thereto in Section 9.3; and
- (ii) “**10% Shareholder**” means a person who owns (taking into account the constructive ownership rules under section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company (or of any subsidiary of the Company).

## **Article 2 Grant of Awards**

- 2.1 **Number of Shares Available.** Subject to Section 2.2 and Article 6,
- (a) the total number of Shares reserved and available for issuance pursuant to Options and SARs granted under this Plan (together with those Shares which may be issued pursuant to any other security-based compensation arrangement of the Company) shall not exceed 10% of the issued and outstanding Shares of the Company on a non-diluted basis from time to time. For avoidance of doubt, Bonus Shares issued pursuant to this Plan shall not form part of the limit prescribed in this Subsection 2.1(a).
  - (b) the number of Shares reserved for issuance pursuant to this Plan (together with those Shares which may be issued pursuant to any other security-based compensation arrangement of the Company or options for services granted by the Company) to any one person shall not exceed 5% of the Shares outstanding on a non-diluted basis on the

date of grant;

- (c) the number of securities issuable to insiders, at any time, under all security-based compensation arrangements, cannot exceed 10% of issued and outstanding securities of the Company; and
- (d) The number of securities issued to insiders, within any one-year period, under all security-based compensation arrangements, cannot exceed 10% of issued and outstanding securities of the Company.

Subject to Section 2.2 and Article 6, any unissued Shares in respect of which Awards are granted which cease to be issuable under such Award for any reason (other than exercise of such Award), including without limitation expiry of the Award or surrender of the Award pursuant to an exchange program, will again be available for grant and issuance in connection with future Awards granted under this Plan. At all times the Company will reserve and keep available a sufficient number of Shares as will be required to satisfy the requirements of all outstanding Awards granted under this Plan.

2.2 **Adjustment of Shares.** In the event that the number of outstanding Shares is changed by a stock dividend, stock split, reverse stock split, subdivision, consolidation, combination, reclassification or similar change in the capital structure of the Company without consideration, then:

- (a) the number of Shares reserved for issuance under the Plan;
- (b) the number of Shares subject to outstanding Awards; and
- (c) the Exercise Price of outstanding Awards (as applicable),

will be proportionately adjusted, subject to any required action by the Board or the shareholders of the Company and in compliance with applicable securities laws; provided, however, that fractions of a Share will not be issuable under any Awards and any such fractions will be rounded down to the nearest Share.

2.3 **Options.** The Committee may grant Options to Eligible Persons and will determine the number of Shares subject to the Option, the Exercise Price, the Expiry Date and all other terms and conditions of the Option, subject to the following:

- (a) **Plan and Exercise of Options Subject to Shareholder Approval.** Until such time as this Plan has been approved by the shareholders of the Company in accordance with the requirements of the TSX, no Options granted under this Plan may be exercised;
- (b) **Form of Option Grant.** Each Option granted under this Plan will be evidenced by a stock option certificate in the form attached to this Plan as Exhibit A in the case of grants to Participants or Exhibit B in the case of grants to U.S. Participants, or in such other form as may be approved by the Committee, from time to time (called the “**Stock Option Certificate**”) which will contain such provisions (which need not be the same for each Participant) as the Committee may from time to time approve, and which will comply with and be subject to the terms and conditions of this Plan;
- (c) **Date of Grant.** The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option, unless otherwise specified by the Committee. The Stock Option Certificate and a copy of this Plan will be delivered to the Participant within a reasonable time after the granting of the Option;
- (d) **Vesting and Exercise of Options.** Provided the Participant has not been Terminated, Options may be exercisable until the Expiry Date determined by the Committee and specified in the Stock Option Certificate. The Committee also may provide for Options to vest (i.e. become exercisable) at one time or from time to time, periodically or otherwise, in such number of Shares or percentage of Shares as the Committee determines. If the application of vesting causes the Option to become exercisable with respect to a fractional Share, such Share shall be rounded down to the nearest whole Share;
- (e) **Expiry.** The Option shall expire on the Expiry Date set forth in the Stock Option Certificate and must be exercised, if at all, on or before the Expiry Date. In no event shall an Option be exercisable during a period extending more than ten years after the date of grant, provided that in the circumstance where the end of the term of an Option falls within, or within ten business days after the end of, a “black out” or similar period imposed under any insider

trading policy or similar policy of the Company (but not, for greater certainty, a restrictive period resulting from the Company or its insiders being the subject of a cease trade order of a securities regulatory authority), the end of the term of such Option shall be the tenth business day after the earlier of the end of such black out period or, provided the blackout period has ended, the Expiry Date;

- (f) **Exercise Price.** The Exercise Price of an Option will be determined by the Committee when the Option is granted and shall not be less than the Market Price of the Shares on the date of grant;
- (g) **Method of Exercise.** Options may be exercised only by delivery to the Company of a written stock option exercise agreement (the “**Exercise Agreement**”) substantially in the form attached to this Plan as Exhibit C, or in such other form as may be approved by the Committee (which need not be the same for each Participant), stating the Participant’s election to exercise the Option, the number of Shares being purchased, the restrictions imposed on the Shares purchased under such Exercise Agreement, if any, and such representations and agreements regarding Participant’s investment intent, access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws, together with payment in full of the Exercise Price (plus any applicable taxes including Withholding Obligations), for the number of Shares being purchased. If someone other than the Participant exercises the Option, then such person must submit documentation reasonably acceptable to the Company that such person has the right to exercise the Option. The Option may not be exercised unless such exercise is in compliance with all applicable securities laws and the rules and policies of the TSX or any other stock exchange or quotation system upon which the Shares are then listed or quoted, as they are then in effect on the date of exercise, and provided that no blackout period is then in effect under the insider trading policy of the Company;
- (h) **Termination of Option.** Subject to earlier termination pursuant to Article 4 hereof, any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. Notwithstanding any other provisions hereof but subject to any vesting requirements or termination provisions attached to specific Options granted under the Plan, upon the Termination of a Participant, the following provisions shall apply:

- (i) in the case of dismissal without cause, each vested Option held by a Participant shall be exercisable until the date which is the earlier of:
  - (A) 60 days after the Termination Date; and
  - (B) the Expiry Date for such Options,

after which time all vested and unvested Options shall be void and of no further force or effect;

- (ii) in the case of dismissal for cause, each vested and unvested Option held by the Participant shall be void and of no further force or effect on the Termination Date;
- (iii) in the case of Termination as a result of death, each vested Option held by the deceased Participant shall be exercisable until the date which is the earlier of:
  - (A) twelve months after the Termination Date; and
  - (B) the Expiry Date for such Options,

after which time such Options shall be void and of no further force or effect;

- (iv) in the case of Termination for any reason other than as provided in paragraphs (i), (ii) and (iii) of this section, unless specifically determined otherwise by the Committee, each vested Option held by the Participant shall be exercisable until the date which is the earlier of:
  - (A) 60 days after the Termination Date; and
  - (B) the Expiry Date for such Options,

after which time such Options shall be void and of no further force or effect;

- (i) **Termination following a Change of Control.** Except as otherwise specified in the Stock Option Certificate for a specific Option, if a Participant is Terminated within 12 months of a Change of Control for any reason other than for cause, voluntary resignation, death or Disability, each Option held by that Participant that is not fully vested on the date on which the Participant is Terminated shall vest immediately and any and all Options held by that Participant shall be immediately exercisable up to, but not after, the date which is the earlier of the Expiry Date and 60 days after the date such person is Terminated;
- (j) **Limitations on Exercise.** The Committee may specify a reasonable minimum number of Shares that may be purchased on exercise of an Option, provided that such minimum number will not prevent the Participant from exercising the Option for the full number of Shares for which it is then exercisable;
- (k) **Modification, Extension or Renewal.** Subject to Article 3 hereof and applicable laws, rules and regulations (including, without limitation, the rules of any applicable stock exchange or quotation system), the Committee may modify, extend or renew outstanding Options, may modify vesting periods so that any such stock options, whether vested or unvested, may have an amended vesting schedule or may immediately vest and become exercisable, and may authorize the grant of new Options in exchange therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted; and
- (l) **Exclusion from Severance Allowance, Retirement or Termination Settlement.** In the event of a Participant's Termination for any reason, the curtailment of such Participant's Options pursuant to the terms of the Plan, shall not give rise to any right to damages (including damages relating to any period of reasonable notice and regardless of whether reasonable or any notice was provided to the Participant) and shall not be included in the calculation of, nor form any part of, any severance allowance, retiring allowance or termination settlement of any kind whatever in respect of such Participant.

- 2.4 **Issuance of Shares.** Subject to applicable securities laws and any blackout period in effect under the Company's insider trading policy then in effect, and provided that the Exercise Agreement and payment are in form and substance satisfactory to the Company, the Company shall issue the Shares registered in the name of the Participant, the Participant's legal representative or other person as directed by the Participant and shall deliver certificates representing the Shares with the appropriate legends affixed thereto, as the case may be.

### **Article 3 Options Granted To U.S. Participants**

- 3.1 **Number of Shares for Incentive Stock Options.** Notwithstanding any other provision of this Plan to the contrary (including, but not limited to, Section 2.1), the number of Shares available for granting Incentive Stock Options to U.S. Participants under the Plan may not exceed 10% of the issued and outstanding Shares of the Company on a non-diluted basis as of the later of: (i) the date this Plan is initially adopted by the Board of Directors or (ii) the date the Plan is approved (or reapproved) by the shareholders of the Company, subject to adjustment in accordance with Section 2.2.
- 3.2 **Designation of Options.** The Stock Option Certificate relating to any Option granted to a U.S. Participant shall specify whether such Option is an Incentive Stock Option or a Nonqualified Stock Option. If no such specification is made, the Option will be designated an Incentive Stock Option if all of the requirements under the Code are satisfied or in all other cases, a Nonqualified Stock Option. In addition to the other provisions of this Plan (and notwithstanding any other provision of this Plan to the contrary), the following limitations and requirements will apply to any Nonqualified Stock Option granted to a U.S. Participant:
- (a) The Exercise Price of a Nonqualified Stock Option granted to a U.S. Participant shall not be less than the Market Price of the Shares on the date of grant, without reduction for any discount as may be permitted by the TSX-V;
  - (b) With respect to any tolling of the Expiry Date of a Nonqualified Stock Option in accordance with Section 2.3(e) of the Plan due to a "black out" or similar period imposed under any insider trading policy or similar policy of the Company, such policy must be reasonably designed to ensure compliance with applicable securities laws or rules of the Exchanges.
- 3.3 **Special Requirements for Incentive Stock Options.** In addition to the other provisions of this Plan (and notwithstanding any other provision of this Plan to the contrary), the following limitations and requirements will apply to an Incentive

Stock Option:

- (a) an Incentive Stock Option may be granted only to employees (including a director or officer who is also an employee) of the Company (or of any parent or subsidiary of the Company within the meaning of section 424 of the Code). For purposes of this Article 3, the term “employee” shall mean a person who is an employee for purposes of the Code;
- (b) the Board will not grant Incentive Stock Options in which the aggregate Market Price (determined as of the date of grant) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by a U.S. Participant during any calendar year (under this Plan and all other plans of the Company and of any parent or subsidiary of the Company within the meaning of section 424 of the Code) exceeds any limitation set forth in section 422(d) of the Code;
- (c) the exercise price payable per Share upon exercise of an Incentive Stock Option will not be less than 100% of the Market Price (without reduction for any discount as may be permitted by the TSX-V) of a Share on the date of grant of such Incentive Stock Option; provided, however, that, in the case of the grant of an Incentive Stock Option to a U.S. Participant who, at the time such Incentive Stock Option is granted, is a 10% Shareholder, the exercise price payable per Share upon exercise of such Incentive Stock Option will be not less than 110% of the Market Price (without reduction for any discount as may be permitted by the TSX-V) of a Share on the date of grant of such Incentive Stock Option;
- (d) an Incentive Stock Option will terminate and no longer be exercisable no later than 10 years after the date of grant of such Incentive Stock Option; provided, however, that in the case of a grant of an Incentive Stock Option to a U.S. Participant who, at the time such Incentive Stock Option is granted, is a 10% Shareholder, such Incentive Stock Option will terminate and no longer be exercisable no later than 5 years after the date of grant of such Incentive Stock Option;
- (e) if a U.S. Participant who has been granted Incentive Stock Options ceases to be employed by the Company (or by a parent or subsidiary of the Company within the meaning of section 424 of the Code) for any reason, whether voluntary or involuntary, other than death, permanent disability or just cause, such Incentive Stock Option shall be exercisable by the U.S. Participant (to the extent such Incentive Stock Option was vested on the date of cessation of employment) at any time prior to the earlier of (i) the date that is 60 days after the date of cessation of employment or (ii) the expiration of the term of such Incentive Stock Option. In this paragraph, “permanent disability” is as defined in section 22(e)(3) of the Code. If a U.S. Participant who has been granted Incentive Stock Options ceases to be employed by the Company (or by any parent or subsidiary of the Company within the meaning of section 424 of the Code) because of the death or a permanent disability of such U.S. Participant, such U.S. Participant’s personal representatives or administrators, or any person or persons to whom such Incentive Stock Option is transferred by will or the applicable laws of descent and distribution, may exercise such Incentive Stock Option (to the extent such Incentive Stock Option was exercisable on the date of death or permanent disability, as the case may be) at any time prior to the earlier of the date that is twelve months after the date of death or 60 days after the date of permanent disability, as the case may be, or (ii) the expiration of the term of such Incentive Stock Option. If a U.S. Participant who has been granted Incentive Stock Options ceases to be employed by the Company (or by any parent or subsidiary of the Company within the meaning of section 424 of the Code) for cause, the right to exercise such Incentive Stock Option will terminate on the date of cessation of employment, unless otherwise determined by the Board. In this paragraph, “permanent disability” has the meaning assigned to that term in section 22(e)(3) of the Code;
- (f) an Incentive Stock Option granted to a U.S. Participant may be exercised during such U.S. Participant’s lifetime only by such U.S. Participant; and
- (g) an Incentive Stock Option granted to a U.S. Participant may not be transferred, assigned or pledged by such U.S. Participant, except by will or by the laws of descent and distribution.

#### Article 4 Administration

- 4.1 **Committee Authority.** This Plan will be administered by the Committee. Subject to the general purposes, terms and conditions of this Plan, applicable securities laws and rules and policies of any exchange or quotation system upon which the Shares are listed or quoted, and to the direction of the Board, the Committee will have full discretionary power to

implement and carry out this Plan including, without limitation, the authority to:

- (a) construe and interpret this Plan, any Stock Option Certificate and any other agreement or document executed pursuant to this Plan;
- (b) prescribe, amend and rescind rules and regulations relating to this Plan;
- (c) select Eligible Persons to receive Awards;
- (d) determine the form and terms of Awards and Stock Option Certificates and any other agreement or document executed pursuant to this Plan, provided that they are not inconsistent with the terms of the Plan;
- (e) determine the Exercise Price of any Award (if applicable);
- (f) determine the number of Shares to be covered by each Award;
- (g) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, any other incentive or compensation plan of the Company;
- (h) grant waivers of Award conditions or amend or modify each Award, provided that they are not inconsistent with the terms of this Plan;
- (i) determine the vesting, exercisability and Expiry Dates of Awards (as applicable);
- (j) correct any defect, supply any omission, or reconcile any inconsistency in this Plan, any Awards, any Stock Option Certificate, any Exercise Agreement and any other agreement or document executed pursuant to this Plan; and
- (k) make all other determinations necessary or advisable for the administration of this Plan.

4.2 **Committee Discretion.** Any determination made by the Committee with respect to any Award will be made in its sole discretion at the time of grant of the Award or, unless in contravention of any express term of this Plan or Award, at any later time, and such determination will be final and binding on the Company and on all persons having an interest in any Award under this Plan.

## **Article 5 Rights Of Ownership**

5.1 **No Rights of a Shareholder.** No Participant will have any of the rights of a shareholder with respect to any Shares until the Shares are actually issued pursuant to a treasury order or other evidence issued by the Company.

5.2 **Transferability.** Awards granted under this Plan, and any interest therein, will not be transferable or assignable by a Participant, and may not be made subject to execution, attachment or similar process, otherwise than by will or by the operation of law. During the lifetime of the Participant, an Award will be exercisable only by the Participant. The terms of the Award shall be binding upon the executors, administrators and heirs of the Participant.

## **Article 6 Corporate Transactions**

6.1 **Change of Control.** In the event of a Change of Control any or all outstanding Awards may be surrendered to the Company (the “**Surrender Notice**”) by sending written notice to the Company indicating the intention to surrender such Awards. Upon receipt of the Surrender Notice by the Company, the Company will pay to the holder of such surrendered Awards (the “**Surrendering Holder**”), an amount (the “**Settlement Amount**”) equal to the excess, if any, of (A) the aggregate fair market value of the Shares issuable upon exercise of the vested and surrendered Awards on the date the Surrender Notice is received by the Company (the “**Surrender Date**”), being the Market Price multiplied by the number of Shares able to be purchased pursuant to the vested and surrendered Awards on the Surrender Date, over (B) the aggregate exercise price for the Common Shares issuable upon exercise of the vested and surrendered Awards.

The Settlement Amount is payable in Shares or in cash at the option of the Surrendering Holder, and subject to approval by the Board. Entitlements to fractional Shares will be rounded down to the next whole number of Shares. The Corporation will withhold from the Settlement Amount such amounts as may be required to be withheld according to law.



6.2 **Dissolution or Liquidation.** In the event of the proposed dissolution or liquidation of the Company, to the extent that an Award has not been previously exercised/issued, the Award will terminate immediately prior to the consummation of such proposed action. The Committee may, in the exercise of its sole discretion in such instances, declare that any Award shall terminate as of a date fixed by the Committee and give each Participant the right to exercise his or her Award as to all or any part of the Shares that may be acquired upon exercise of the Awards, including Shares as to which the Award would not otherwise be exercisable.

6.3 **Assumption of Awards by the Company.** The Company, from time to time, also may substitute or assume outstanding awards granted by another company, whether in connection with an acquisition of such other company or otherwise, by either:

- (a) granting an Award under this Plan in substitution of such other company’s award; or
- (b) assuming such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan.

Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an award granted by another company, the terms and conditions of such award will remain unchanged (except that the exercise price and the number and nature of shares issuable upon exercise of any such award will be adjusted appropriately). In the event the Company elects to grant a new Award rather than assuming an existing award, such new Award may be granted with a similarly adjusted Exercise Price.

### Article 7 Bonus Shares

7.1 **Share Bonus Plan.** The Committee shall have the right to issue, or reserve for issuance, for no cash consideration, to any Eligible Person, as compensation or a discretionary bonus, any number of Common Shares (“**Bonus Shares**”) as the Committee may determine. The price at which such Bonus Shares are issued shall be equal to the Market Price.

7.2 **Limits on Grant of Bonus Shares.** Notwithstanding any other term herein, and for avoidance of doubt, the total maximum number of Bonus Shares issuable pursuant to this Plan in any one Financial Year is equal to 5% of the issued and outstanding Common Shares as at the end of the most recently completed Financial Year.

### Article 8 Stock Appreciation Rights

8.1 **Grant of Stock Appreciation Rights.** The Committee shall have the right to grant to any Eligible Person stock appreciation rights (“**Stock Appreciation Rights**”), with the specific terms and conditions thereof to be as provided in this Plan and in the certificate entered into in respect of such grant.

8.2 **Exercise of Stock Appreciation Rights.** A Stock Appreciation Right shall entitle the Participant to receive from the Company the number of Common Shares, disregarding fractions, as determined on the following basis:

<b>Number of Common Shares</b>	<b>Number of Stock Appreciation Rights x (Market Price – SAR Exercise Price) / Market Price</b> , less any amount withheld on account of income taxes
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8.3 **SAR Exercise Price.** The exercise price per Common Share under each Stock Appreciation Right (“**SAR Exercise Price**”) shall be the fair market value of the Common Shares, expressed in terms of money, as determined by the Committee, in its sole discretion, provided that such price may not be less than the SAR Fair Market Value or such other minimum price as may be permitted under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the TSX, TSX-V or any other stock exchange.

8.4 **Necessary Approvals.** The obligation of the Company to issue and deliver any Stock Appreciation Rights pursuant to an Award made under this Article 8, 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.

### Article 9 General

- 9.1 **No Obligation to Employ.** Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or limit in any way the right of the Company to terminate a Participant's employment or other relationship at any time, with or without cause. Neither any period of notice, if any, nor any payment in lieu thereof, upon Termination shall be considered as extending the period in which an Eligible Person is providing continuous services for the purposes of the Plan.
- 9.2 **Canadian Tax Withholding.** The Company may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Company is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Award or Common Share including, without limiting the generality of the foregoing, (a) requiring a Participant as a condition to the exercise of any Awards, to make such arrangements as the Company may require so that the Company can satisfy such Withholding Obligations including, without limitation, requiring the Participant to remit to the Company in advance, or reimburse the Company for, any such Withholding Obligations; or (b) selling on the Participant's behalf, or requiring the Participant to sell, any Shares acquired by the Participant under the Plan, or retaining any amount which would otherwise be payable to the Participant in connection with any such sale.
- 9.3 **U.S. Tax Withholding.** In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable U.S. federal or state payroll, withholding, income or other taxes that are the sole and absolute responsibility of a U.S. Participant are withheld or collected from such U.S. Participant. For the purposes of assisting a U.S. Participant in paying all or a portion of the U.S. federal and state taxes to be withheld or collected upon exercise of an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit a U.S. Participant, subject to applicable laws, to satisfy such tax obligation by (a) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon exercise of such Award having a Market Price equal to the amount of such taxes or (b) delivering to the Company Shares (other than Shares issuable upon exercise of such Award) having a Market Price equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.
- 9.4 **Governing Law.** This Plan and all agreements hereunder shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 9.5 **Termination and Amendment of Plan.** The Board shall have the power to, without shareholder approval, at any time and from time to time, either prospectively or retrospectively, amend, suspend, or terminate the Plan or any Award granted under the Plan, including, without limiting the generality of the foregoing, changes of a clerical or grammatical nature, changes regarding the persons eligible to participate in the Plan, and changes regarding the vesting or other terms of Awards, provided, however that:
- (a) such amendment, suspension or termination is in accordance with applicable laws and the rules of any stock exchange on which the Shares are listed;
  - (b) no such amendment, suspension or termination shall be made at any time to the extent such action would materially adversely affect the existing rights of a recipient with respect to any then outstanding Award, as determined by the Board acting in good faith, without his or her consent in writing;
  - (c) the Board shall obtain shareholder approval of the following:
    - (i) any amendment to the maximum number of Shares specified in Section 2.1 in respect of which Awards may be granted under the Plan (other than pursuant to Section 2.2);
    - (ii) any amendment that would reduce the exercise price of an outstanding Awards held by an insider (other than pursuant to Section 2.2);
    - (iii) any amendment that would extend the term of any Award granted under the Plan beyond the Expiry Date, if that extension would benefit an insider of the Company;
    - (iv) any cancellation and re-issue of Awards;
    - (v) any amendment which would permit Awards granted under the Plan to be transferable or assignable other than for normal estate settlement purposes; and

(vi) any amendment to this subsection 9.5(c).

- 9.6 **Powers of the Board Following Termination of the Plan.** If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Plan, the Board shall remain able to make such amendments to the Plan or the Awards as they would have been entitled to make if the Plan were still in effect.
- 9.7 **Notices.** Any notice required to be given or delivered to the Company under the terms of this Plan shall be in writing and addressed to the Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be in writing and addressed to such Participant at the address indicated in the Stock Option Certificate or other agreement executed under this Plan or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: personal delivery; three business days after deposit in the mail by certified or registered mail (return receipt requested); one business day after deposit with any return receipt express courier (prepaid); or one business day after transmission by confirmed facsimile or electronic mail.
- 9.8 **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company.
- 9.9 **Nonexclusively of the Plan.** Neither the adoption of this Plan by the Board nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock options otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.
- 9.10 **Section 409A of the Code.** Notwithstanding any provision of this Plan to the contrary, if any provision of this Plan contravenes any regulations or guidance promulgated under section 409A of the Code or would cause any person to be subject to additional taxes, interest and/or penalties under section 409A of the Code, such provision of this Plan, the Award and the Stock Option Certificates or other agreements may be modified by the Board without notice to or consent of the Participant in any manner the Board deems reasonable or appropriate.

\* \* \* \*

APPROVED BY THE BOARD: July 28, 2021

[APPROVED BY THE SHAREHOLDERS: September 10, 2021]

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**EXHIBIT A**

**Silver Elephant Mining Corp. Stock Option Certificate**

The Company hereby grants to the Participant named below, the following Options to acquire common shares (“**Shares**”) of the Company on the terms and conditions of the Company’s Incentive Plan (the “**Plan**”) and on the terms outlined below:

**Participant’s  
Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Total Shares:** \_\_\_\_\_

**Exercise Price  
Per Share:** \_\_\_\_\_

**Date of Grant:** \_\_\_\_\_

**Expiry Date:** \_\_\_\_\_

**Terms of  
Vesting:** \_\_\_\_\_

**Other:** \_\_\_\_\_

Participant agrees that he/she may suffer tax consequences as a result of the grant of these Options, the exercise of the Options and the disposition of Shares. Participant acknowledges that he/she is not relying on the Company for any tax advice.

This Stock Option Certificate is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of the Stock Option Certificate and the Plan, the terms of the Plan shall govern.

Note: Until such time as this Plan is approved by the shareholders of the Company in accordance with the requirements of the TSX, which approval shall be sought at or prior to the 2021 annual meeting of the Company’s shareholders, the Options granted hereunder may not be exercised.

If you agree to accept the Options described above, subject to all of the terms and conditions of the Plan, please sign one copy of this letter and return it to the Company attention of Corporate Secretary at \_\_\_\_\_ by no later than \_\_\_\_\_.

**SILVER ELEPHANT MINING CORP.**

\_\_\_\_\_  
by its authorized signatory  
Name:  
Title:

I have received a copy of the Plan and agree to comply with and agree that my participation is subject in all respects to, its terms and conditions.

Name of Participant: \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**Silver Elephant Mining Corp.**

**U.S. Stock Option Certificate**

The Company hereby grants to the Participant named below, the following Options to acquire common shares (“**Shares**”) of the Company on the terms and conditions of the Company’s Incentive Plan (the “**Plan**”) and on the terms outlined below:

**Participant’s  
Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Total Shares:** \_\_\_\_\_

**Exercise Price  
Per Share:** \_\_\_\_\_

**Date of Grant:** \_\_\_\_\_

**Expiry Date:** \_\_\_\_\_

**Terms of  
Vesting:** \_\_\_\_\_

**Type of Option  
(Incentive  
Stock Option or  
Qualified Stock  
Option)(1)** \_\_\_\_\_

**Other:** \_\_\_\_\_

Notes:

(1) The number of Incentive Stock Options shall be calculated in accordance with (a) below.

Participant agrees that he/she may suffer tax consequences as a result of the grant of these Options, the exercise of the Options and the disposition of Shares. Participant acknowledges that he/she is not relying on the Company for any tax advice.

If the Option is designated as an “Incentive Stock Option” as that term is defined in section 422 of the Code, you acknowledge that:

- (a) notwithstanding the designation of the Option as an Incentive Stock Option, to the extent that the aggregate Market Price, determined as of the date such Option was granted, of the Shares issuable on exercise of the Option which are exercisable for the first time by you during any calendar year exceeds US\$100,000, such excess Option shall not be treated as an Incentive Stock Option and will be Non-Qualified Stock Options; and
- (b) in order for the Option to be treated as an Incentive Stock Option:
  - (i) Shares purchased on the exercise of an Option must not be sold or otherwise disposed of before the later of 2 years from the date the Option was granted, or 1 year from the date the Option was exercised; and
  - (ii) If your employment with the Company terminates for any reason other than death as provided in (iii), you must maintain your status as an employee of the Company at all times during the period beginning on the date the Option is granted and ending 60 days before the date an Option is exercised; and
  - (iii) If you die while employed with the Company, your Option must be exercised within 12 months after the date of death;

and if the conditions in (A) and (B) above are not met, then preferential tax treatment under the Internal Revenue Code for Incentive Stock Options will not be available.

This Stock Option Certificate is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of the Stock Option Certificate and the Plan, the terms of the Plan shall govern.

Note: Until such time as this Plan is approved by the shareholders of the Company in accordance with the requirements of the TSX, which approval shall be sought at or prior to the 2021 annual meeting of the Company's shareholders, the Options granted hereunder may not be exercised.

If you agree to accept the Options described above, subject to all of the terms and conditions of the Plan, please sign one copy of this letter and return it to the Company attention of Corporate Secretary at \_\_\_\_\_ by no later than \_\_\_\_\_.

**SILVER ELEPHANT MINING CORP.**

\_\_\_\_\_  
by its authorized signatory  
Name:  
Title:

I have received a copy of the Plan and agree to comply with and agree that my participation is subject in all respects to, its terms and conditions.

Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**SILVER ELEPHANT MINING CORP.  
NOTICE OF EXERCISE OF STOCK OPTIONS  
UNDER THE INCENTIVE PLAN**

TO: Silver Elephant Mining Corp. (the “**Company**”)

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

RE: Exercise of Stock Options

I hereby exercise my Options to purchase \_\_\_ Shares for an Exercise Price of \$\_\_\_ per Share (total aggregate Exercise Price of \$ \_\_\_\_\_), effective today’s date, in accordance with the terms of my attached Stock Option Certificate.

I hereby:

- (a) enclose a certified cheque payable to Silver Elephant Mining Corp. for the aggregate Exercise Price plus the amount of the estimated Withholding Obligation and I agree that I will pay the Company for any amount by which the actual Withholding Obligations exceed the estimated Withholding Obligations; or
- (b) advise the Company that \_\_\_\_\_ [Name of Brokerage Firm] (the “**Broker**”) will pay the Company the amount equal to the aggregate of the Exercise Price and the estimated Withholding Obligation in respect of the above Options (the “**Payment**”). Such Payment will be made by certified cheque, bank draft or wire transfer of immediately available funds, in exchange for certificates (the “**Certificates**”) representing such number of Shares to be issued upon due exercise of the above Options, that have been sold by the Broker for my account. I hereby direct you to deliver the applicable Certificates upon receipt of Payment.

Please prepare the Shares certificates, if any, issuable in connection with this exercise in the following name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print or Type Name:

Letter and consideration/direction received on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_