SCANDIUM CANADA LTD.

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

To be held on

Thursday, May 15, 2025, at 10:00 a.m. (Eastern Standard Time)

in virtual format only via live webcast online at
https://meetnow.global/MUVGJWK

Dated April 7, 2025

Record Date: March 26, 2025

TABLE OF CONTENTS

NOTICE OF THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS 1
MANAGEMENT PROXY CIRCULAR 1

VOTING INFORMATION 1
PROXY SOLICITATION 1
NOMINATION OF PROXYHOLDERS 1
EXERCISE OF VOTING RIGHTS BY PROXYHOLDERS 2
RIGHT TO REVOKE PROXIES 2
SPECIAL VOTING INSTRUCTIONS FOR THE BENEFIT OF BENEFICIAL OWNERS 3
INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON 5
VOTING SECURITIES AND PRINCIPAL HOLDERS 5

ITEMS ON MEETING AGENDA 5
PRESENTATION OF FINANCIAL STATEMENTS 5
ELECTION OF DIRECTORS 5
APPOINTMENT OF THE AUDITOR AND AUTHORIZATION GIVEN TO DIRECTORS TO SET ITS COMPENSATION 6
RATIFICATION AND CONFIRMATION OF THE CORPORATION'S OPTION PLAN 6
RATIFICATION AND CONFIRMATION OF THE CORPORATION'S RSU PLAN 7

BOARD OF DIRECTORS 8
BIOGRAPHICAL NOTES 8
CEASE TRADE ORDER, BANKRUPTCIES, PENALTIES AND SANCTIONS 9

NAMED EXECUTIVE OFFICER AND DIRECTOR COMPENSATION 9
OVERSIGHT AND DESCRIPTION OF NAMED EXECUTIVE OFFICER AND DIRECTOR COMPENSATION 9
NAMED EXECUTIVE OFFICER AND DIRECTOR COMPENSATION, EXCLUDING COMPENSATION SECURITIES 11
STOCK OPTIONS AND OTHER COMPENSATION SECURITIES 12
STOCK OPTION PLANS AND OTHER INCENTIVE PLAN 14
EMPLOYMENT, CONSULTING AND MANAGEMENT AGREEMENTS 18
SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS 19
INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS 20

CORPORATE GOVERNANCE 20
GENERAL COMMENT 20
THE BOARD OF DIRECTORS 20
DIRECTORSHIPS 21
ORIENTATION AND CONTINUING EDUCATION 21
ETHICAL BUSINESS CONDUCT 21
NOMINATION OF DIRECTORS 21
COMPENSATION 21
OTHER BOARD OF DIRECTORS COMMITTEES 22
ASSESSMENTS 22
DIVERSITY 22

AUDIT COMMITTEE **23**
THE AUDIT COMMITTEE'S CHARTER 23
COMPOSITION OF THE AUDIT COMMITTEE 23
RELEVANT EDUCATION AND EXPERIENCE 23
AUDIT COMMITTEE OVERSIGHT 23
RELIANCE ON CERTAIN EXEMPTIONS 24
PRE-APPROVAL POLICIES AND PROCEDURES 24
EXTERNAL AUDITOR SERVICE FEES 24
EXEMPTION 24

OTHER INFORMATION **24**
INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS 24
OTHER ISSUES TO BE CONSIDERED AT THE MEETING 24
ADDITIONAL INFORMATION 25
SHAREHOLDER PROPOSALS FOR THE NEXT ANNUAL MEETING 25
APPROVAL OF DIRECTORS 25

SCHEDULE "A" **RESOLUTION PERTAINING TO THE RATIFICATION AND CONFIRMATION OF THE CORPORATION'S STOCK OPTION PLAN** **A-1**

SCHEDULE "B" **SCANDIUM CANADA LTD.'S STOCK OPTION PLAN** **B-1**

SCHEDULE "C" **RESOLUTION PERTAINING TO THE RATIFICATION AND CONFIRMATION OF THE CORPORATION'S RESTRICTED SHARE UNIT PLAN** **C-1**

SCHEDULE "D" **SCANDIUM CANADA LTD.'S RESTRICTED SHARE UNIT PLAN** **D-1**

SCHEDULE "E" **CHARTER OF THE AUDIT COMMITTEE** **E-1**

SCANDIUM CANADA LTD.

NOTICE OF THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

To the shareholders of Scandium Canada Ltd.:

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the "**Meeting**") of shareholders (the "**Shareholders**") of Scandium Canada Ltd. (the "**Corporation**") will be held in a virtual format only, via live webcast available online at https://meetnow.global/MUVGJWK on Thursday, May 15, 2025, at 10:00 a.m. (Eastern Standard Time ("**EST**")) for the following purposes:

1. to receive the annual consolidated financial statements of the Corporation for the fiscal year ended August 31, 2024, and the external auditors' report thereon;

2. to elect the directors of the Corporation;

3. to appoint the external auditor of the Corporation and to authorize the directors to set its compensation;

4. to consider and, if deemed advisable, adopt, with or without amendment, a resolution (which is set out in Schedule "A" of the enclosed management proxy circular (the "**Circular**")) pertaining to the approval of the Corporation's "*Scandium Canada Ltd. Share Option Plan"*, set out in Schedule "B" hereto and the whole as described in the Circular;

5. to consider and, if deemed advisable, adopt, with or without amendment, a resolution (which is set out in Schedule "C" of the enclosed management proxy circular (the "**Circular**")) pertaining to the approval of the Corporation's "*Scandium Canada Ltd. Restricted Share Unit Plan"*, set out in Schedule "D" hereto and the whole as described in the Circular

6. to transact such other business as may properly be brought before the Meeting or any adjournment thereof.

The Circular and proxy form or voting instruction form for the Meeting are attached to this notice.

Québec, Québec, April 7, 2025

By order of the Board of Directors,

(s) Pierre Neatby

Pierre Neatby
President and Director of the Corporation

The Meeting will be held virtually via live webcast available online at https://meetnow.global/MUVGJWK at 10:00 a.m. (EST) on May 15, 2025, and will be open to all shareholders as well as to the general public, except that only registered shareholders and duly appointed and registered proxyholders will have the opportunity to vote and ask questions. The process to attend the Meeting is different for registered shareholders and beneficial owner. Please refer to the information contained in this notice, the Circular and the Virtual Meeting User Guide. **It is recommended to undertake all required steps at least one week before the Meeting and to join the Meeting at least 15 minutes before it begins to avoid missing the beginning due to technical difficulties.**

Shareholders of the Corporation whose Shares are registered in the Corporation's register in their name may exercise their rights to vote by attending the Meeting or by completing a proxy form. If you want to exercise your rights to vote by attending the Meeting, please follow the instructions contained in the Circular and in the Virtual Meeting User Guide. If you are unable to be present virtually at the Meeting, kindly complete, date and sign the enclosed proxy form. To be used at the Meeting, the proxies must be received by mail by the transfer agent and registrar of the Corporation (Computershare Investor Services Inc., 650

de Maisonneuve Blvd. West, 7th Floor, Montréal, Québec H3A 3T2, or 100 University Street, 8th Floor, Toronto, Ontario M5J 2Y1) no later than 10:00 a.m. (EST) on May 13, 2025, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the date and time to which the Meeting has been rescheduled if it has been adjourned or postponed. The Shareholders may also exercise their voting rights (i) by facsimile machine to 1-866-249-7775 (Canada and U.S.) or 416-263-9524 (outside of Canada or U.S.); (ii) by calling the toll-free number for Canada and the United States 1-866-732-VOTE (8683) or (iii) by casting your vote online to the following website: www.investorvote.com.

If you are not a registered Shareholder of the Corporation but you are a beneficial owner, please follow the instructions contained in the Circular.

Notice and Access

The Corporation is utilizing the notice and access mechanism (the "**Notice and Access Provisions**") under *Regulation 54-101 respecting Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**Regulation 54-101**") and *Regulation 51-102 respecting Continuous Disclosure Obligations* ("**Regulation 51-102**"), for distribution of proxy-related materials to registered and beneficial Shareholders, including its annual financial statements for the fiscal year ended August 31, 2024, and related management discussion and analysis. The Notice and Access Provisions are a set of rules that allow reporting issuers to post electronic versions of proxy-related materials (including management information circulars) via the SEDAR+ system and one other website, rather than mailing paper copies of such materials to Shareholders. Shareholders will still receive a notice of meeting and a form of proxy.

Shareholders with question about the Notice and Access Provisions can contact Computershare toll free at 1-866-964-0492. Shareholders may choose to receive a paper copy of the Circular by contacting Computershare toll free at 1-866-964-0492. Electronic copies of the notice of the annual general and special meeting, the Circular and proxy form may be found on the Corporation's SEDAR+ profile at www.sedarplus.ca and on Computershare's website at www.envisionreports.com/ScandiumCanadaInc2025 as of April 11, 2025. Corporation will not use the procedure known as "stratification" in relation to the use of Notice and Access Provisions. Stratification occurs when a reporting issuer using the Notice and Access Provisions provides a paper copy of the Circular to certain Shareholders with the notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice and Access Provisions, which will not include a paper copy of the Circular.

Please review the Circular carefully and in full prior to voting as the Circular has been prepared to help you make an informed decision on the matters to be acted upon. The Circular is available under the Corporation's profile on SEDAR+ at www.sedarplus.ca.

In order to ensure that a paper copy of the Circular can be delivered to a requesting Shareholder in time for such Shareholder to review the Circular and return a voting instruction form or proxy form prior to the deadline, it is strongly suggested that a Shareholder ensure their request is received no later than 5:00 p.m. (EST) on May 1st, 2025.

MANAGEMENT PROXY CIRCULAR

VOTING INFORMATION

PROXY SOLICITATION

This management proxy circular (the "**Circular**") is provided in the context of a solicitation of proxies by the management of Scandium Canada Ltd. (the "**Corporation**") for the annual general and special meeting (the "**Meeting**") of shareholders (the "**Shareholders**") to be held in a virtual format only via live webcast available online at https://meetnow.global/MUVGJWK on Thursday, May 15, 2025, at 10:00 a.m. (Eastern Standard Time ("**EST**")) and for purposes set forth in the foregoing notice of Meeting (the "**Notice**") and at any adjournment thereof. In the Circular, unless otherwise indicated, the financial information set out is dated as of August 31, 2024, while all other information set out is dated as of April 7, 2025. All dollar amounts indicated herein are stated in Canadian dollars.

While proxies will be mainly solicited by mail, certain directors, officers and employees of the Corporation may solicit them directly in person, by telephone, or by other means of electronic communication, but without additional compensation. The Corporation may also mandate an external proxy solicitation agency to help therewith. The cost of solicitation will be assumed by the Corporation, and it is not expected to be significant. Arrangements will also be taken with brokerage firms and other receivers, trustees and agents for the forwarding of proxy solicitation documents to the beneficial owners of the Shares in the capital of the Corporation (the "**Shares**") in accordance with the provisions of *Regulation 54-101 respecting Communication with Beneficial Owners of Securities of a Reporting Issuer* (the "**Regulation 54-101**").

Shareholders of the Corporation whose Shares are registered in the Corporation's register in their name may exercise their rights to vote by attending the Meeting or by completing a proxy form. If you want to exercise your rights to vote by attending the Meeting, please follow the instructions contained in the Circular and in the Virtual Meeting User Guide. If you are unable to be present virtually at the Meeting, kindly complete, date and sign the enclosed proxy form. To be used at the Meeting, the proxies must be received by mail by the transfer agent and registrar of the Corporation (Computershare Investor Services Inc., 650 de Maisonneuve Blvd. West, 7th Floor, Montréal, Québec H3A 3T2, or 100 University Street, 8th Floor, Toronto, Ontario M5J 2Y1) no later than 10:00 a.m. (EST) on May 13, 2025, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the date and time to which the Meeting has been rescheduled if it has been adjourned or postponed. The Shareholders may also exercise their voting rights (i) by facsimile machine to 1-866-249-7775 (Canada and U.S.) or 416-263-9524 (outside of Canada or U.S.); (ii) by calling the toll-free number for Canada and the United States 1-866-732-VOTE (8683) or (iii) by casting your vote online to the following website: www.investorvote.com.

If you are not a registered Shareholder but you are a beneficial owner, please follow the instructions contained in the Circular.

NOMINATION OF PROXYHOLDERS

The persons named as proxyholders in the proxy form are officers of the Corporation and have been chosen by the board of directors of the Corporation (the "**Board of Directors**"). **A Shareholder entitled to vote at the Meeting has the right to appoint another person than the persons named in the enclosed proxy form or voting instruction form to attend the Meeting and act on his or her behalf. To exercise this right, the Shareholder must insert the name of that person in the space provided for that purpose in the proxy form or voting instruction form. A person named as proxyholder need not be a Shareholder of the Corporation.**

The Shareholder who is an individual must sign his or her name as it appears in the share ledger. If the Shareholder is a corporate body, the proxy form must be signed by a duly authorized officer or representative of this corporate body. Also, for the Shareholder who is a corporate body, any individual accredited by a certified resolution of the board of directors or of the management of this corporate body may represent the latter at the Meeting and may apply all the Shareholder's powers.

If the Shares are registered in the name of a liquidator, director or trustee, these persons must sign the exact name appearing in the ledger. If the Shares are registered in the name of a deceased Shareholder, the name of the Shareholder must be printed in block letters in the space provided for that purpose. The proxy form must be signed by the legal representative, who must print his or her name in block letters under his or her signature, and proof of his or her authority to sign on behalf of the Shareholder must be appended to the proxy form.

A person acting for a Shareholder as administrator of the property of others may participate in and vote at the Meeting.

If two (2) or more persons hold Shares jointly, one of those Shareholders present or represented by proxy at the Meeting may, in the absence of the others, exercise the voting right attached to those Shares. If two (2) or more of such Shareholders are present or represented by proxy at the Meeting, they must vote as one the number of Shares indicated on the proxy.

In many cases, the Shares belonging to a beneficial owner are registered in the name of a securities broker, another intermediary or a clearing agency. Beneficial owners should carefully read the section of the Circular entitled "*Special Voting Instructions for the Benefit of Beneficial Owners*" and carefully follow the directions given by their intermediaries.

EXERCISE OF VOTING RIGHTS BY PROXYHOLDERS

For any item listed in the Notice, the persons named as proxyholders in the enclosed proxy form will exercise the voting rights attached to the Shares for which they have been nominated in accordance with the instructions received from the Shareholders who have nominated them. If no specific instruction has been given by the Shareholder, the voting rights attached to his or her Shares will be exercised in favour of adopting the items listed in the Notice. The persons named as proxyholders will have discretionary authority with respect to amendments or variations to matters identified in the Notice and other matters which may properly come before the Meeting provided that (i) the management of the Corporation is not aware within a reasonable time before the time the solicitation is made that any of those amendments, variations or other matters to be presented for action at the Meeting within a reasonable time before the beginning of the solicitation of proxies and (ii) a specific statement is made in the Circular or in the form of proxy that the proxy is conferring such discretionary authority. However, the persons named as proxyholders do not have such discretionary authority to vote at any meeting other than the Meeting, or any adjournment thereof, neither to vote for the election of any person as a director of the Corporation unless a bona fide proposed nominee for that election is named in the Circular. As of the date of the Circular, directors of the Corporation have no knowledge of any amendment to the items listed in the Notice nor of any other item that may be brought before the Meeting in due form.

If you are a registered Shareholder and you want to appoint someone else (other than the Management nominee) to vote online at the Meeting, you must first submit your proxy indicating who you are appointing. **You or your appointee must then register with Computershare by completing the electronic form available at http://www.computershare.com/ScandiumCanada by 10:00 a.m. (EST) on May 13, 2025, so that Computershare may provide such proxyholder with a 15-digit proxyholder control number via email.** Registered Shareholder should carefully read the section of the Circular entitled "*Special Instruction for the Virtual Meeting*" and carefully follow the instructions.

RIGHT TO REVOKE PROXIES

The Shareholder, who is an individual, is at liberty to revoke such proxy by filing a written notice of revocation, including another proxy form indicating a later date, signed by the Shareholder or his or her proxyholder duly authorized in writing. If the Shareholder is a corporate body, this written notice of revocation and proxy form must be signed by a duly authorized officer or representative.

The written notice of revocation as well as the proxy form must be sent by no later than the last clear business day preceding the Meeting or of any adjournment thereof, (i) at the head office of the Corporation or (ii) Computershare, at 100 University Ave 8th Floor, Toronto On, M5J 2Y1, or by facsimile machine at 1-866-249-7775 (Canada or U.S) or 416-263-9524 (outside Canada or U.S.), or (iii) by submitting them to the chair of the Meeting on the same day

that the Meeting is being held or on its adjournment. The act of appointing a proxyholder results in the revocation of any previous act of appointing another proxyholder. Any proxy given by a registered Shareholder can also be revoked by the Shareholder if he or she so requests. If a registered Shareholder follows the process for attending and voting at the Meeting online, voting at the Meeting online will also revoke your previous proxy.

SPECIAL VOTING INSTRUCTIONS FOR THE BENEFIT OF BENEFICIAL OWNERS

The information provided in this section is of considerable importance for many Shareholders, because a large number of them holds Shares through securities brokers or their nominees and not in their own names. These Shareholders (hereinafter "**Beneficial Owners**") must be aware of the fact that only proxies filed by Shareholders whose names appear in the Corporation's ledger as registered holders of Shares may be recognized and may benefit from the right to vote at the Meeting. If the Shares are registered in a statement that is remitted to the Shareholder by the broker, in almost all cases, these Shares will not be registered in the Shareholder's name in the Corporation's ledger. These Shares will likely be registered in the name of the broker or its nominee. In Canada, the majority of these Shares are registered in the name of CDS & Co. (the nominee of CDS Clearing and Depository Services Inc.) which acts as a depository for a good number of Canadian brokerage firms. The voting rights attached to the Shares held by brokers or their nominees may be exercised only according to the Beneficial Owner's specific instructions. **Brokers and their nominees are prohibited from exercising the voting rights attached to the Shares of their clients without specific voting instructions. In order for their Shares to be voted at the Meeting, Beneficial Owners must make sure that their specific instructions concerning the exercise of the voting rights attached to their Shares are conveyed to the appropriate person well before the Meeting.**

Pursuant to Regulation 54-101, intermediaries and brokers must obtain voting instructions from Beneficial Owners before a meeting of Shareholders. Each intermediary and broker has its own rules concerning the mailing and forwarding of voting instruction forms ("**VIFs"**), meeting notices, proxy circulars as well as all other documents sent to Shareholders for a meeting. These rules must be carefully followed by Beneficial Owners to ensure that the rights attached to their Shares can be exercised at the Meeting. The VIF remitted to Beneficial Owners by the intermediary, or the broker is often the same form as the one remitted to registered Shareholders; however, its sole purpose is to obtain instructions for the intermediary or the broker on how to exercise the voting rights on behalf of the Beneficial Owner. The majority of intermediaries or brokers now delegate the responsibility of obtaining voting instructions from their clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge provides VIFs and mails them to the Beneficial Owners, and asks them to return the VIFs to Broadridge, or to call its toll-free number to exercise the voting rights attached to their Shares, or to go to its website at https://central.proxyvote.com to provide voting instructions. Broadridge then computes the results of all the voting instructions received and gives the appropriate instructions regarding the exercise of the voting rights attached to the Shares that will be represented at the Meeting. **The Beneficial Owner who receives a VIF from Broadridge may not use such VIF to exercise the voting rights attached to his or her Shares directly at the Meeting. The VIF must be returned to Broadridge 72 hours before the Meeting so that the voting rights attached to the Shares can be exercised at the Meeting.**

While a Beneficial Owner cannot be recognized directly at the Meeting for the purpose of exercising the voting rights attached to the Shares registered in the name of his or her broker or his or her broker's nominee, the Beneficial Owner may attend the Meeting as proxyholder for the registered Shareholder and may, in this capacity, exercise the voting rights attached to the Shares. The Beneficial Owner wishing to attend the Meeting and indirectly exercise the voting rights attached to his or her Shares as proxyholders for the registered Shareholder must enter his or her own name in the space provided in the VIF and return it to his or her broker (or his or her broker's nominee) in accordance with the instructions provided by the broker (or broker's nominee) before the Meeting. The Beneficial Owner can also write the name in the space provided in the VIF of someone else whom he or she wishes to attend the Meeting and vote on his or her behalf. Unless prohibited by law, the person whose name is written in the space provided in the VIF will have full authority to present matters to the Meeting and vote on all matters that are presented at the Meeting, even if those matters are not set out in the VIF or the Circular. The Beneficial Owner may consult a legal advisor if he or she wishes to modify the authority granted to that person in any way.

According to Regulation 54-101, the Corporation distributed copies of the N&A Notice (as defined below) and the VIF (collectively, the "**Meeting Materials**") to clearing agencies and intermediaries for onward distribution to non-objecting Beneficial Owners. The Corporation will pay for the distribution of Meeting Materials to objecting Beneficial Owners.

As permitted under Regulation 54-101, the Corporation has used a non-objecting Beneficial Owners list to send the Meeting Materials to the owners whose names appear on that list.

The Meeting Materials were sent to both registered and Beneficial Owners (i.e. non-registered owners) of the Shares. If you are a Beneficial Owner, and the Corporation or its agent has sent the Meeting Materials directly to you, your name and address and information about your holdings of Shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

By choosing to send the Meeting Materials to you directly, the Corporation (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

SPECIAL INSTRUCTIONS FOR THE VIRTUAL MEETING

The Corporation is holding the Meeting in a virtual format only via live webcast at https://meetnow.global/MUVGJWK. If you have any questions or require further information with regard to voting your Shares, please contact Computershare toll-free in North America at 1-800-564-6253 or by email at service@computershare.com.

Registered Shareholders with a 15-digit control number may attend and vote at the Meeting virtually by following the steps listed in the Virtual Meeting Guide available at www.envisionreports.com/ScandiumCanadaInc2025. If you are a Beneficial Owner and want to vote online at the Meeting, you must first appoint yourself as proxyholder and then register with Computershare to obtain a 15-digit control number, prior to May 13, 2025, at 10:00 a.m. Please refer to sections "*Exercise of voting rights by proxyholders*" and "*Special voting instructions for the benefit of beneficial owners*" of this Circular.

Important Notice for Non-Registered Holders

Non-registered holders (holders who hold their securities through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary) who have not duly appointed themselves as proxyholder will not be able to participate at the Meeting. Non-registered holders that wish to attend and participate should follow the instructions on the voting information form and in this Circular relating to the Meeting to appoint and register yourself as proxyholder, otherwise they will be required to login as a guest.

NOTICE AND ACCESS

The Corporation is utilizing the notice and access mechanism (the "**Notice and Access Provisions**") under Regulation 54-101 and Regulation 51-102, for distribution of proxy-related materials to registered and beneficial Shareholders. Instead of receiving printed copies of the Meeting Materials, Shareholders will receive a notice with information on the Meeting date, where it is being held and when, as well as information on how they may access the Meeting Materials electronically (the "**N&A Notice**").

The Notice and Access Provisions are a set of rules that allow reporting issuers to post electronic versions of proxy-related materials (including management information circulars) via the SEDAR+ system and one other website, rather than mailing paper copies of such materials to Shareholders. Shareholders will still receive a notice of Meeting and a form of proxy.

Shareholders with question about the Notice and Access Provisions can contact Computershare toll free at 1-866-964-0492. Shareholders may choose to receive a paper copy of the Circular by contacting Computershare toll free at 1-866-964-0492. Electronic copies of the notice of the annual general and special meeting, the Circular and proxy form may be found on the Corporation's SEDAR+ profile at www.sedarplus.ca and on Computershare's website at www.envisionreports.com/ScandiumCanadaInc2025 as of April 11, 2025. Corporation will not use the procedure known as "stratification" in relation to the use of Notice and Access Provisions. Stratification occurs when a reporting issuer using the Notice and Access Provisions provides a paper copy of the Circular to certain Shareholders with the notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice and Access Provisions, which will not include a paper copy of the Circular.

Please review the Circular carefully and in full prior to voting as the Circular has been prepared to help you make an informed decision on the matters to be acted upon. The Circular is available under the Corporation's profile on SEDAR+ at www.sedarplus.ca.

In order to ensure that a paper copy of the Circular can be delivered to a requesting Shareholder in time for such Shareholder to review the Circular and return a voting instruction form or proxy form prior to the deadline, it is strongly suggested that a Shareholder ensure their request is received no later than 5:00 p.m. (EST) on May 1st, 2025.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

No director or executive officer of the Corporation at any time since the beginning of the Corporation's last fiscal year, no proposed nominee for election as a director of the Corporation, neither any associate or affiliate of any such persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any items on the Meeting agenda, except for the approval of the Corporation's new stock option plan called the "*Scandium Canada Ltd. Share Option Plan"* (the "**Option Plan**") and the ratification and confirmation of the Corporation's restricted share unit plan "*Scandium Canada Ltd. Restricted Share Unit Plan*" (the "**RSU Plan**"). Given that the Corporation's directors and executive officers are qualified as eligible participants under the Option Plan and the RSU Plan, and few of them currently hold stock options, they have an interest that the Option Plan be approved and that the RSU Plan be ratified and confirmed by the Shareholders.

VOTING SECURITIES AND PRINCIPAL HOLDERS

As of the date of this Circular, to the knowledge of the directors and executive officers of the Corporation and based on existing information, no person owns, directly or indirectly, as beneficial owner or as holder of record, more than 10% of the issued and outstanding Shares.

As at the date of this Circular, the current directors and officers were, as a group, directly or indirectly, the beneficial owners of 7,637,784 Shares representing approximately 2.40% of the currently issued and outstanding Shares.

ITEMS ON MEETING AGENDA

PRESENTATION OF FINANCIAL STATEMENTS

The Corporation's annual consolidated financial statements for the fiscal year ended August 31, 2024, and the auditors' report thereon will be presented to the Meeting but will not be subject to a vote.

ELECTION OF DIRECTORS

The Corporation's Articles of Amalgamation specify that the Board of Directors may be composed of a minimum of one (1) and a maximum of ten (10) directors. The Corporation's general by-laws specify that the directors are elected annually by the Shareholders. Each director so elected shall hold office until the next annual general meeting of the Shareholders of the Corporation, unless he shall resign or his office becomes vacant by death, removal or other cause.

The Corporation's management deems that all nominees will be capable of acting as directors. The Corporation's management has not been notified of any nominee who no longer wishes to serve in this capacity. **The proxy form or the VIF do not grant a discretionary power to elect a director of the Corporation unless a proposed nominee is designated in the Circular.**

The Board of Directors proposes the following four (4) individuals as nominees for directorship. Each of the nominees proposed by the Board of Directors is presently a director of the Corporation, except for Mr. Robert Kitchen:

Guy Bourassa
Pierre Neatby
Brooke DeLong
Robert Kitchen

For the biographical note of each nominee, see section of the Circular entitled "*Board of Directors*" below.

Unless the Shareholders provide instruction to the contrary or in the absence of specific instruction in this respect, the persons named as proxyholders in the enclosed proxy form intend to vote FOR the election of the nominees for directorship listed above.

APPOINTMENT OF THE AUDITOR AND AUTHORIZATION GIVEN TO DIRECTORS TO SET ITS COMPENSATION

At the Meeting, you will be asked to vote for the appointment of Raymond Chabot Grant Thornton LLP ("**RCGT**"), as independent auditors of the Corporation until the next annual meeting. Management of the Corporation proposes that RCGT, be nominated as auditors of the Corporation and that directors of the Corporation be authorized to establish their remuneration. RCGT have been the auditors of the Corporation since August 15, 2018.

The Board of Directors propose the appointment of RCGT as external auditor until the Corporation's next annual meeting of shareholders or until a successor is nominated. To be validly adopted, the resolution concerning the appointment of RCGT's mandate must be adopted by a simple majority of the votes cast by the shareholders present or represented by proxyholder at the Meeting. The shareholders' approval will also authorize the Board of Directors to set the auditors' compensation. **The proxy form or the VIF does not grant a discretionary power to appoint the auditor of the Corporation.**

Unless the Shareholders provide instruction to the contrary or in the absence of specific instruction in this respect, the persons named as proxyholders in the enclosed proxy form intend to vote FOR the appointment of RCGT as auditor of the Corporation until the adjournment of the next annual meeting of shareholders and authorize the directors to set its compensation.

RATIFICATION AND CONFIRMATION OF THE CORPORATION'S OPTION PLAN

During the Meeting, the Shareholders will be invited to consider and, if deemed advisable, to adopt, with or without amendment, a resolution, the text of which is set out in Schedule "A" to the Circular, to ratify and confirm the Corporation's option Plan named "*Scandium Canada Ltd. Share Option Plan*" (the "**Option Plan**").

In accordance with the Option Plan, the Corporation may grant stock options to purchase a maximum number of Shares corresponding to 10% of the number of outstanding Shares from time to time, combined with the Shares reserved for all of the Corporation's other security-based compensation mechanisms, including the Corporation's RSU Plan (as defined below). The number of Shares which can be reserved in accordance with the Option Plan automatically increases or decreases according to the increase or decrease of the number of the Shares issued and outstanding.

According to the policies of the TSX Venture Exchange (the "**Exchange**"), the Option Plan, qualified as a rolling stock option plan, must be approved by the Shareholders every year during its annual general meeting and is also subject to the Exchange's approval. For a summary of the principal terms of the Option Plan, please refer to section "*Stock Option Plan and Other Incentive Plans – Option Plan Description*" of this Circular.

On April 9, 2025, the Exchange conditionally accepted the annual filing of the Option Plan. For informative purposes, as of the date of the Circular, 31,805,212 Shares represented 10% of the outstanding Shares of the Corporation.

To be validly adopted, the resolution, the text of which is set out in Schedule "A" to the Circular, must be adopted by a simple majority of the votes cast by the Shareholders present or represented by proxyholder at the Meeting. The text of the Option Plan is set out in Schedule "B" to the Circular.

Unless the Shareholders provide instruction to the contrary or in the absence of specific instruction in this respect, the persons named as proxyholders in the enclosed proxy form intend to vote FOR the adoption of the resolution, the text of which is set out in Schedule "A" to the Circular.

RATIFICATION AND CONFIRMATION OF THE CORPORATION'S RSU PLAN

During the Meeting, the Shareholders will be invited to consider and, if deemed advisable, to adopt, with or without amendment, a resolution, the text of which is set out in Schedule "C" to the Circular, to ratify and confirm the Corporation's restricted share unit plan named "*Scandium Canada Ltd. Restricted Share Unit Plan*" (the "**RSU Plan**").

The Corporation implemented the RSU Plan for the purposes of advancing the interests of the Corporation through the motivation, attraction and retention of the Eligible Persons (as defined in the RSU Plan).

In accordance with the RSU Plan, the Corporation may issue an aggregate maximum number of Shares corresponding to 10% of the number of outstanding Shares from time to time, combined with all of the Corporation's other security-based compensation arrangements, including its Option Plan.

According to the policies of the Exchange, the RSU Plan, qualified as rolling security based compensation plan, must be approved every year by the Shareholders at a duly called meeting of Shareholders. To be validly adopted, the resolution, the text of which is set out in Schedule "C" to the Circular, must be adopted by a simple majority of the votes cast by the Shareholders present or represented by proxyholder at the Meeting.

The text of the RSU Plan is set out in Schedule "D" to the Circular. A more detailed description of the RSU Plan can be found under "*Stock Option Plan and Other Incentive Plans – RSU Plan Description*".

On April 9, 2025, the Exchange conditionally accepted the annual filing of the RSU Plan. For informative purposes, as of the date of the Circular, 31,805,212 Shares represented 10% of the outstanding Shares of the capital of the Corporation.

Unless the Shareholders provide instruction to the contrary or in the absence of specific instruction in this respect, the persons named as proxyholders in the enclosed proxy form intend to vote FOR the adoption of the resolution, the text of which is set out in Schedule "C" of the Circular.

BOARD OF DIRECTORS

BIOGRAPHICAL NOTES

The following table provides certain information concerning each nominee for directorship of the Corporation: name, province, country of residence, position held. It also provides the position held with the Audit Committee, the Corporate Governance Committee, the Compensation Committee and the Technical Committee of the Corporation, the month and year in which the nominee became a director of the Corporation, his or her current principal occupation, business or employment and the number of securities of each class of voting securities of the Corporation that he or she beneficially owns, controls or directs, directly or indirectly, as of the date of the Circular.

Guy Bourassa **Province of Québec, Canada** *Director of the Corporation since February 2024* *Chief Executive Officer of the Corporation* *Non-Independent* **Number of Shares held: 2,540,252(1)**	Mr. Guy Bourassa has graduated in law from the Université Laval, Québec, in 1983. He has been member of the Québec Bar from 1983 to October 2011. During his career as an attorney, he has mainly worked with Québec mining exploration businesses. He has been President and Director of Radisson Mining Resources inc. from November 1988 to June 1991. He has also been President and director of Dufresnoy Industrial minerals inc. from May 1994 to November 1996, and corporate secretary of Mazarin Mining Corporation from September 1991 to June 1994. He was President and CEO of Monarch Gold Corporation from March 2011 to October 2012 and director until April 2020. He has acted as director of Nouveau Monde Graphite Inc. from February 2017 to June 2019. He was the founder, director and has acted as President and CEO of Nemaska Lithium Inc. from January 2008 to February 2020.
Brooke DeLong **Province of Ontario, Canada** *Director of the Corporation since July 2022* *Chair of the Audit Committee* *Chair of the Corporate Governance Committee* *Chair of the Compensation Committee* *Member of the Technical Committee* *Independent* **Number of Shares held: 215,384(1)**	Ms. Brooke DeLong has more than 20 years of corporate and operations experience within the mining industry. Ms. DeLong brings to the company significant experience as a trusted advisor on communications, change management and global governance matters through her current role as Director, Change Management & Internal Communications at Centerra Gold Inc. and previously, as Manager, Communications at Vale, where she also led the change management and governance practices for the company's Base Metals business. Ms. DeLong holds a Bachelor of Arts (Hons) from the University of New Brunswick (UNB) and Bachelor of Public Relations from Mount St. Vincent University. She is an Accredited Business Communicator through the International Association of Business Communicators and earned Management Certification from Prosci. Ms. DeLong is a member of UNB's Board of Governors since 2017 and Chair of its Advancement Committee. She is also a past President of the UNB Associated Alumni. She is an alumna of the Governor General's Canadian Leadership Conference and in 2011, was recognized by Northern Ontario Business as one of its Top 40 Under Forty leaders.
Pierre Neatby **Province of Ontario, Canada** *President and Chief Operation Officer of the Corporation* *Director of the Corporation since September 2023* *Non-Independent* **Number of Shares held: 285,405(1)**	Mr. Pierre Neatby is an experienced metals and minerals executive who had increasingly responsible commercial positions during 20 years with Noranda in base metals and non-LME traded commodities in Toronto and London. He has extensive rare earth experience having spent 9 years with Avalon Advanced Materials. In his latest role Mr. Neatby was responsible for Marketing of nickel and cobalt, and for Business Improvement for the Ambatovy Joint Venture based in Madagascar. Mr. Neatby is an Economics graduate from Queen's University and is a trained Lean Six Sigma Black Belt
Robert Kitchen **Province of Québec, Canada** *Proposed nominee* *Independent* **Number of Shares held: Nil(1)**	Since July 2022, Mr. Kitchen is acting as President and Chief Executive Officer of Wasayao Strategic Group, a private company that offers strategic advisory services to stakeholders involved with First Nations for their projects in Mineral Resources and Energy. It includes among other services, Community engagement, negotiations and Equity investment strategies for First nations. From 2008 to June 2022, Mr. Kitchen as acted as the Economic Development Officer for the Cree Nation of Nemaska. Mr. Kitchen has also served as director on a number of private Cree companies and Cree agencies and also for the Cree community of Waswanipi.

Note:

(1) The Corporation does not have direct information on the number of securities of each class of voting securities of the Corporation that each proposed nominee for directorship beneficially owns, controls or directs, directly or indirectly. This information was provided by the proposed nominees for directorship on an individual basis.

CEASE TRADE ORDER, BANKRUPTCIES, PENALTIES AND SANCTIONS

To the knowledge of the members of the Board of Directors and based on the information provided by the nominees for directorship, none of these nominees, except for Mr. Guy Bourassa:

(a) is, as at the date of the Circular, or has been, within ten (10) years before this date, a director, chief executive officer or chief financial officer of any corporation, including the Corporation, which has been subject to one of the following orders:

  (i) a cease trade order, an order similar to a cease trade order or an order that denied the relevant corporation access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, while the nominee was acting in the capacity as director, chief executive officer or chief financial officer; or

  (ii) a cease trade order, an order similar to a cease trade order or an order that denied the relevant corporation access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, after the nominee ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while the nominee exercised these duties;

(b) is, as at the date of the Circular, or has been within ten (10) years before this date, a director or executive officer of any corporation, including the Corporation, that, while that person was acting in that capacity, or within a year of that nominee 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; or

(c) has, within the ten (10) years before the date of the 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 nominee; or

(d) has been imposed any penalties or sanctions 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 nor has been imposed any penalties or sanctions by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a nominee for directorship.

Mr. Guy Bourassa was President and Chief Executive Officer and director of Nemaska Lithium Inc. from January 2008 to February 2020. On July 19, 2019, after an unsuccessful review of available financing alternatives to fund a cost overrun during construction, Nemaska Lithium Inc. commenced arrangement proceedings under the *Canadian Business Corporations Act*. On December 23, 2019, Nemaska Lithium Inc. filed for protection from its creditors under the *Companies' Creditors Arrangement Act*, initiating a court-supervised sale which led to an offer conditional to the issuance of a reverse vesting order pursuant to which the offeror acquired the shares of an entity resulting from the amalgamation of the Nemaska Lithium Inc. entities free and clear of the claims of creditors (other that claims specifically identified) after such claims were transferred, along with unwanted assets, in a newly incorporated corporation) and a transaction, public details of which can be provided upon request.

NAMED EXECUTIVE OFFICER AND DIRECTOR COMPENSATION

OVERSIGHT AND DESCRIPTION OF NAMED EXECUTIVE OFFICER AND DIRECTOR COMPENSATION

General Principles of Executive Compensation

Although the Corporation has not adopted a formal compensation program due to its current development stage, remuneration plays an important role to attract, motivate and retain key members of the management team required for its success and to drive strategic growth initiatives.

Compensation is designed so as to constitute adequate reward for services and incentive for the executive management team to implement strategies aimed at increasing share value and creating economic value. The compensation is also established according to the duties and responsibilities that rest on the individuals and their own level of performance. Compensation is developed by keeping in mind the limitations of the Corporation, which are due to the activities of the Corporation, as it is a small mining exploration corporation and has no precedents of benefits.

The Corporation is committed to a total compensation that: (a) will be competitive with the compensation received by executives employed by other small mining exploration corporations, without conducting formal benchmark with peers; (b) will link the executives' interests with those of the shareholders; and, (c) will reward superior performance. The Compensation Committee did not consider the implications of the risks associated with the Corporation's compensation policies and practices.

Determining Compensation

The compensation of the Named Executive Officers is established by the Board of Directors, upon the recommendation of the Compensation Committee. As of the date of this Circular, Brooke DeLong (Chair), Alain Bureau and Jeff Swinoga are the members of the Compensation Committee.

The compensation of the Named Executive Officers, other than the President and Chief Operating Officer, is proposed by the President and Chief Operating Officer to the Compensation Committee, which recommends the adoption by the Board of Directors after independent negotiations with each Named Executive Officer. The compensation of the President and Chief Operating Officer is established by the Compensation Committee, which recommends the adoption by the Board of Directors.

Components of Overall Compensation

When assessing total direct annual compensation, the Corporation focuses on four key components which are intended to collectively make up most of an executive total compensation opportunity and to reward past and current performance and to create incentives with respect to future performance. These four key components are comprised of fixed elements, namely base salary and the possibility to participate to the collective insurance plans, and variable compensation elements provided through incentives bonus and the grant of Shares stock options of the Corporation.

Base Salary

For the fiscal years ended August 31, 2023 and 2024, base salary is evaluated based on comparisons to the base salaries offered by small capital stock companies in the mining industry, as well as on more subjective criteria such as internal equity and individual contributions to the results of the Corporation. The Corporation's view is that a competitive base salary is a necessary element for retaining qualified executive officers. Base salaries are negotiated on an individual basis with each of the executive officers and are subject to an annual review.

Based upon their respective experience in the mining sector, the members of the Compensation Committee re- evaluate the base salary component of the compensation for the Named Executive Officers of the Corporation on a going forward basis to ensure that it reflects salaries offered for positions involving similar responsibilities and complexity, internal equity comparisons, as well as the ability and experience of the Corporation's Named Executive Officers. Therefore, compensation paid during the most recently completed financial year is not necessarily indicative of expected compensation levels in the future.

Incentive Bonus

The Corporation is currently in a growth period, and as such, incentive bonuses can be granted, based on the satisfactory work accomplished by the Named Executive Officers. These incentive bonuses determined and are approved by the Compensation Committee.

Option-Based Award Plan

The grant of stock options is part of the long-term incentive component of executive compensation and is an essential part of compensation. The Named Executive Officers may participate in the Option Plan, which is designed to encourage optionees to link their interests with those of shareholders, in order to increase the value for shareholders. Besides the complementary aspect to compensation, the stock options award to Members of the Board and Named Executive Officers of the Corporation aims to encourage their participation in the growth and development of the Corporation by providing them with the opportunity through common shares options to acquire or increase a financial stake in the Corporation and thereby motivate them to carry out the strategic initiatives of the Corporation. The number of options granted is determined following deliberations of the Board of Directors, upon the recommendation of the Compensation Committee, and based on several factors, such as the investment in time and money, the functions and responsibilities related to the position, the level of responsibility and the general contribution that an individual can bring to the Corporation in terms of experience, knowledge of the mining sector and other qualities of the individual, the whole, without taking into account previous grants. There is no specific weighting given to each of these criteria, which are considered as a whole and according to the specificities of the Participants. The terms of the plan are described below under the heading "Description of the Option Plan" of this Circular.

NAMED EXECUTIVE OFFICER AND DIRECTOR COMPENSATION, EXCLUDING COMPENSATION SECURITIES

The following summary table sets forth selected compensation information for the years ended August 31, 2023 and 2024 for: (i) the Chief Executive Officer; (ii) the Chief Financial Officer; (iii) the most highly compensated executive officer of the Corporation, other than the individuals listed above, whose total compensation for the most recent fiscal year was more than $150,000 (collectively, the "**Named Executive Officers**"); and (iv) the directors of the Corporation.

Table of Compensation Excluding Compensation Securities							
Name and Position	**Year**	**Salary, Consulting Fee, Retainer or Commission ($)[1]**	**Bonus ($)**	**Committee or Meeting Fees ($)**	**Value of Perquisites ($)**	**Value of all Other Compensation ($)**	**Total Compensation ($)**
Pierre Neatby, President and Chief Operating Officer of the Corporation and director of the Corporation[1]	2023	10,417	-	-	-	-	10,417
	2024	250,000	-	-	-	-	250,000
Peter J. Cashin Former President, Chief Executive and director of the Corporation[2]	2023	169,565	-	-	-	375,000[3]	544,564
	2024	-	-	-	-	-	-
Isabelle Gauthier Former Chief Financial Officer of the Corporation [4]	2023	38,600	-	-	-	-	38,600
	2024	122,000	-	-	-	-	122,000
Mpoyi P. Musampa Former Chief Financial Officer the Corporation[5]	2023	42,000	-	-	-	-	42,000
	2024	-	-	-	-	-	-

Table of Compensation Excluding Compensation Securities							
Name and Position	**Year**	**Salary, Consulting Fee, Retainer or Commission ($)(1)**	**Bonus ($)**	**Committee or Meeting Fees ($)**	**Value of Perquisites ($)**	**Value of all Other Compensation ($)**	**Total Compensation ($)**
Jeffrey Anthony Swinoga Chairman of the Board of Directors of the Corporation	2023	-	-	2,333	-	-	2,333
	2024	-	-	14,000	-	-	14,000
Guy Bourassa Chief Executive Officer of the Corporation and director of the Corporation (6)	2023	-	-	-	-	-	-
	2024	116,666	-	-	-	-	116,666

Notes:
(1) Mr. Neatby was appointed President and Chief Operating Officer on August 15, 2023, and became Director on September 8, 2023.
(2) Mr. Cashin ceased to be the President and Chief Executive Officer on April 19, 2023.
(3) Other compensation represents the aggregate severance payment payable to Mr. Cashin following his departure.
(4) Ms. Isabelle Gauthier became Chief Financial Officer on May 1st, 2023, and ceased to be the Chief Financial Officer on November 27, 2024.
(5) Mr. Musampa was the Chief Financial Officer from February 1st, 2022, to May 1st, 2023.
(6) Mr. Bourassa was appointed Chief Executive Officer January 9, 2024, and became a director of the Corporation on February 6, 2024.

STOCK OPTIONS AND OTHER COMPENSATION SECURITIES

The following charts set forth for each director and Named Executive Officer, all of the options and restricted share units granted to them during the financial year ended on August 31, 2024.

Compensation Securities							
Name and Position	**Type of Compensation Security**	**Number of Compensation Securities, Number of Underlying Securities and Percentage of Class (1)(2)(3)**	**Date of Issue or Grant**	**Issue, Conversion or Exercise Price ($)**	**Closing Price of Security or Underlying Security on Date of Grant ($)**	**Closing Price of Security or Underlying Security at Year End ($)**	**Expiry Date**
Pierre Neatby, President and Chief Operating Officer of the Corporation and director of the Corporation(4)	Stock Options	-	-	-	-	-	-
Isabelle Gauthier Former Chief Financial Officer of the Corporation (5)	Stock Options	150,000	2023-11-06	0.09	0.05	0.03	2028-11-05
Jeffrey Anthony Swinoga Chairman of the Board of Directors of the Corporation(6)	Stock Options	300,000	2023-11-06	0.09	0.05	0.03	2028-11-05

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class (1)(2)(3)	Date of Issue or Grant	Issue, Conversion or Exercise Price ($)	Closing Price of Security or Underlying Security on Date of Grant ($)	Closing Price of Security or Underlying Security at Year End ($)	Expiry Date
Guy Bourassa Chief Executive Officer of the Corporation and director of the Corporation(7)	Stock Options	2,500,000	2024-01-09	0.10	0.07	0.03	2029-01-09
Alain Bureau, Director of the Corporation(8)	Stock Options	200,000	2023-11-06	0.09	0.05	0.03	2028-11-05
Brooke DeLong, Director of the Corporation(9)	Stock Options	200,000	2023-11-06	0.09	0.05	0.03	2028-11-05
Philippe Cloutier, Former director of the Corporation(10)	Stock Options	200,000	2023-11-06	0.09	0.05	0.03	2028-11-05
Nick Nikolakakis Former director of the Corporation(11)	Stock Options	200,000	2023-11-06	0.09	0.05	0.03	2028-11-05

Notes:

(1) Stock options to purchase Shares of the Corporation are granted pursuant to and in accordance with the terms and conditions set forth in the Option Plan described at item “Stock Option Plan” of this Circular.

(2) There has been no compensation security that has been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year, including the original and modified terms the effective date, the reason for the modification, and the name of the holder.

(3) There are no restrictions or conditions for converting, exercising or exchanging the compensation securities.

(4) As of August 31, 2024, Mr. Neatby held a total of 1,500,000 stock options (1,125,000 vested) entitling him to acquire 1,500,000 Shares of the Corporation.

(5) As of August 31, 2024, Mrs. Gauthier held a total of 400,000 stock options (325,000 vested) entitling her to acquire 400,000 Shares of the Corporation.

(6) As of August 31, 2024, Mr. Swinoga held a total of 1,050,000 stock options (900,000 vested) entitling him to acquire 1,050,000 Shares of the Corporation.

(7) As of August 31, 2024, Mr. Bourassa held a total of 2,500,000 stock options (1,250,000vested) entitling him to acquire 2,500,000 Shares of the Corporation.

(8) As of August 31, 2024, Mr. Bureau held a total of 1,100,000 stock options (1,000,000vested) entitling him to acquire 1,100,000 Shares of the Corporation.

(9) As of August 31, 2024, Mrs. DeLong held a total of 600,000 stock options (500,000 vested) entitling her to acquire 600,000 Shares of the Corporation.

(10) As of August 31, 2024, Mr. Cloutier was no longer a director since February 6, 2024 and all the Stock Options held by Mr. Cloutier expired on April 6, 2024.

(11) As of August 31, 2024, Mr. Nikolakakis was no longer a director since February 6, 2024 and all the Stock Options held by Mr. Nikolakakis expired on April 6, 2024.

During the fiscal year ended August 31, 2024, no stock options were exercised by a Corporation’s Named Executive Officer and director.

STOCK OPTION PLANS AND OTHER INCENTIVE PLAN

Option Plan Description

Ten percent (10%) of the Shares issued and outstanding from time to time is reserved for the issuance of stock options pursuant to the rolling Option Plan and for grants under all other security-based compensation arrangements (the RSU Plan of the Corporation, described in Section "*Approval of the Restricted Share Unit Plan*" of this Circular). Only directors, officers, employees or consultants of the Corporation or of its subsidiaries may receive stock options pursuant to the Option Plan (an "Eligible Person", as this term is defined under the Option Plan). The exercise price and the term of stock options are determined by the Board of Directors and are subject to approval by the Exchange. However, the exercise price cannot be lower than the closing market price of the Corporation's Shares on the last trading day prior to the issuance of options less any discount allowed by the Exchange, subject to a minimal price of five cents ($0.05). Stock options under the Option Plan are exercisable for a period no longer than ten (10) years and the exercise price must be paid in full upon exercise of the stock option. The Board of Directors may amend the Option Plan, subject to, as the case may require, the approval of the shareholders, the Exchange and, beneficiaries of issued stock options. See the proposed resolution to approve the Option Plan by the shareholders at the Meeting under section "*Approval of the Stock Option Plan*".

Together with any other Shares reserved under any other security-based compensation plan in force implemented by the Corporation (including the Corporation's RSU Plan): the aggregate number of Shares reserved for issuance under stock options granted to insiders (as a group) cannot exceed 10% of the outstanding Shares in the event that the Option Plan is amended to reserve for issuance more than 10% of the outstanding Shares; and the aggregate number of Shares issued to insiders (as a group), under the Option Plan, together with any other securities granted to insiders (as a group) under any other security-based compensation plan in force implemented by the Corporation, within a one-year period cannot exceed 10% of the outstanding Shares calculated as at the date any security-based compensation is granted or issued to any insider. Together with any other Shares reserved under any other security-based compensation plan in force implemented by the Corporation (including the Corporation's RSU Plan), the aggregate number of stock options granted to any one Eligible Person (and to companies wholly owned by that Eligible Person) in a 12-month period, must not exceed 5% of the issued Shares, calculated on the date an option is granted to the Eligible Person, unless the Corporation has obtained the requisite disinterested shareholder approval and complied with the Exchange policies.

Together with any other Shares reserved under any other security-based compensation plan in force implemented by the Corporation (including the Corporation's RSU Plan), the number of options granted to any consultant, whether an individual or legal person, over a twelve (12) month period, must not exceed two percent (2%) of the issued and outstanding listed Shares, calculated at the date the option is granted to the consultant. This two percent (2%) limit is included within the limitation of the aggregate number of Shares that can be reserved, as indicated in the first paragraph of this section. Furthermore, the aggregate number of options granted to individuals or legal persons employed to provide investors relation activities must not exceed, over a twelve (12) month period, two percent (2%) of the issued and outstanding listed Shares, calculated at the date the option was granted. This two percent (2%) limit is included within the limitation of the aggregate number of Shares that can be reserved, as indicated in the first paragraph of this section.

Options issued to persons retained to provide investor relations activities must vest in stages over a period of not less than twelve (12) months with no more than 1/4 of the options vesting in any three (3) month period. In the event that the Corporation wishes to proceed to any acceleration of said period, the Corporation shall obtain the prior approval of the Exchange.

In the event an Eligible Person is dismissed as a director, officer, employee or consultant by the Corporation for cause, all unexercised options rights shall terminate immediately. In the event of the death of the Eligible Person, the options granted to such Eligible Person may be exercised, during a period commencing on the date of death and ending twelve (12) months thereafter or the expiry date, whichever comes first. Options granted to any Eligible Person will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the optionee at any time prior to expiry of the stock option) after the

date the optionee ceases to be an Eligible Person, and only to the extent that such option was vested at the date the optionee ceased to be an Eligible Person.

If a Take-Over Bid (as defined in *Multilateral Instrument 62-104*) is made to the shareholders generally then the Corporation shall immediately upon receipt of notice of the Take-Over Bid, notify each optionee currently holding options of the Take-Over Bid, with full particulars thereof whereupon such options may, notwithstanding particular vesting requirements, be immediately exercised in whole or in part by the optionee, subject to approval by the Exchange

Exchange for vesting requirements imposed by the Exchange's Policies. In the event of a change of control occurring, options granted and outstanding, which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the change of control, excluding options granted to an Eligible Person engaged in investor relations activities, subject to approval of the Exchange for vesting requirements imposed by the Exchange's Policies. See also section "Approval of the Option Plan".

On April 9, 2025, the Exchange conditionally accepted the filing of the Option Plan.

RSU Plan Description

The aggregate number of Shares issuable pursuant to the RSU Plan and all other security-based compensation arrangements (the Option Plan of the Corporation) could not exceed ten percent (10%) of the issued and outstanding Shares at the time of the grant of RSUs.

As a result of the Corporation's desire for more flexibility in granting certain equity incentive awards in addition to stock options, the RSU Plan allows the Corporate Governance Committee or the Board of Directors of the Corporation to grant restricted share units which may include a right granted as compensation on a deferred basis (including without limitation deferred share units or DSUs) (collectively such rights shall refer to as "**RSUs**"), which, upon vesting following satisfaction of time, performance or events conditions, results in the holder thereof being paid in cash or issued Shares. The RSU Plan remains subject to the final acceptance from the Exchange and shareholder approval.

Purpose of the RSU Plan

The purpose of the RSU Plan is to assist the Corporation in attracting and retaining individuals with experience and ability, to allow certain officers, employees, consultants or directors of the Corporation to participate in the long-term success of the Corporation and to promote a greater alignment of interests between the officers, employees, consultants or directors designated under the RSU Plan and the shareholders of the Corporation.

Administration of the RSU Plan

The RSU Plan shall be administered by the Board, the Corporate Governance Committee or such other committee of the Board comprised of members of the Board, which comes under the authority of the Board which can administer it as well. No member of the Board or Corporate Governance Committee shall be liable for any action or determination made in good faith pursuant to the RSU Plan.

Eligibility

The Corporate Governance or the Board designates, from time to time and at its sole discretion, the directors, officers, consultants or key employees of the Corporation who are entitled to participate in the RSU Plan (the "**Participants**"). Investor relations service providers cannot receive any RSU under this Plan but only stock options under the Corporation's stock option plan.

Grant of RSUs

Periodically, the Corporate Governance Committee or the Board will determine, at its sole discretion, the number of RSUs granted in respect of any Participant, with respect to the past or future contribution by such Participant, to the success of the Corporation, together with the applicable vesting conditions which cannot be prior to the first anniversary of the grant date and no later than ten (10) years following the grant of the RSUs to a Participant.

The Corporate Governance Committee or the Board may establish vesting conditions, such as time, performance or events conditions, which, if met or realized by the Participant or the Corporation, as the case may be, will entitle the Participant to receive the number of RSUs specified in a grant.

Unless otherwise indicated by the Corporate Governance Committee or the Board upon grant provided that no vesting can occur before the date that is one (1) year following the grant date and no later than ten (10) years following the grant, and in its sole discretion, RSUs shall vest as to one-third (1/3) of the total number of RSUs granted on each of the first, second and third anniversaries of the grant date. However, the Corporate Governance Committee or the Board will then have the entire discretion to accelerate or not the terms of vesting of any RSUs subject to the restrictions above- mentioned.

Upon a change of control within the meaning of the RSU Plan, the outstanding RSUs of a Participant shall vest if the Participant ceases to be an eligible Participant under the RSU Plan as a result of such change of control and the RSU Plan will thus be terminated unless a written disposition regarding such change of control provides for the continuance of the RSU Plan, with appropriate adjustments, including as to number and kind of RSU, in which case the Plan at that time will continue according to the terms provided for.

Dividend Entitlement

Whenever, and if dividends are paid on Shares, the Corporate Governance Committee or the Board may, at its sole discretion, grant additional RSUs to each Participant who holds RSUs on the record date for such dividend. The number of such RSUs (rounded down to the nearest whole RSU) to be credited as of a dividend payment date shall be determined by dividing the aggregate dividends that would have been paid to such Participant if the Participant's RSUs had been Shares by the market value (as defined in the RSU Plan) on the date on which the dividends were paid on the Shares; notwithstanding the foregoing, dividends to be granted as additional RSUs are included in the Plan's limits outlined in the section "Allotment of Shares for Issuance by the Corporation" hereinbelow and any dividend may be paid in cash to the Participant by the Corporation if the allotment of Shares as described below is insufficient. RSUs granted to a Participant hereunder shall be subject to the same vesting as the RSUs to which they relate. The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in the RSU Plan shall be interpreted as creating such an obligation.

Termination of RSUs

Unless otherwise determined by the Corporate Governance Committee or the Board, the following provisions shall apply in the event that a Participant ceases to be eligible as Participant:

a. if a Participant who is an officer, consultant or key employee is terminated for cause, all its outstanding RSUs shall be terminated, effective as of the date notice is given to the Participant of such termination;
b. if a Participant ceases to be an officer, consultant or key employee as a result of resignation, retirement, death, long-term disability, or termination not for cause or if a Participant ceases to be a director following its death or long-term disability, all its vested RSUs granted to such Participant shall be settled in accordance with the terms of the RSU Plan and RSU agreements executed with each Participants (the "**RSU Agreement**"), and all its unvested RSUs shall be terminated, unless the Board or Corporate Governance and Human Resources Committee determine that unvested RSUs should vest, expressly subject to the requirement that such accelerated vesting may only be permitted one year after the date of grant, except in the case of the Participant's death;

c. if a Participant is a director who is not also an employee, officer or consultant and ceases to be a director as a result of (i) his resignation as member of the Board, (ii) his decision not to stand for re-election as member of the Board, or (iii) the non-proposal of such Participant for re-election as member of the Board, all vested RSUs granted to such Participant shall be settled in accordance with the terms of the RSU Plan and RSU Agreements, and all its unvested RSUs shall be terminated, unless the Board or Corporate Governance Committee determines that those unvested RSUs should vest, expressly subject to the requirement that such accelerated vesting may only be permitted one year after the date of grant, except in the case of the Participant's death. However, if the director ceases to be a director as a result of his dismissal from the Board, all its outstanding RSUs shall be terminated; and
d. if a Participant deceases, all its RSUs shall be settled to the Participant's heirs or administrators not later than one (1) year following the date of the Participant's death.

Settlement of RSUs

Following the vesting of RSUs, provided that the Participant, or his succession, still qualifies as a Participant on such date, the Corporation, through its Corporate Governance Committee or the Board, shall have the entire discretion of settling payment for the RSUs by any of the following methods or by a combination of such methods:

a. payment, net of any applicable tax withholdings, in cash equal to the number of vested RSUs multiplied by the closing price of s Common Share on the day before the date of settlement; or
b. subject to applicable law, payment, net of any applicable tax withholdings, in Shares equal to the number of vested RSUs.

Qualifying Participants may elect to defer the settlement date of its RSUs until after the applicable vesting date but no later than the Participant's retirement, termination of employment or death by providing to the Corporation a written notice of such date not later than sixty (60) days prior to the expiration of the applicable vesting date.

Allotment of Shares for Issuance by the Corporation

The Corporation shall allot for issuance from treasury such number of Shares corresponding to the maximum number of Shares that may be deliverable to Participants upon the vesting of all RSUs granted to Participants under the RSU Plan.

Notwithstanding any other provision of the RSU Plan:

a. the maximum number of Shares to be issued in settlement of RSUs shall be limited to 10% of the total number of Shares outstanding as at the date of grant of RSU when combined with all other security-based compensation arrangements (including the Stock Option Plan of the Corporation) in effect at the time;
b. the maximum number of Shares issuable pursuant to outstanding RSUs and all other security-based compensation arrangements, within a 12 month period, to any one consultant must not exceed 2% of the Shares outstanding from time to time;
c. the maximum number of Shares issuable pursuant to outstanding RSUs and all other security-based compensation arrangements to insiders (as a group) must not exceed 10% of the Shares outstanding from time to time. The maximum number of Shares issuable pursuant to outstanding RSUs and all other security-based compensation arrangements, within a 12 month period, to insiders (as a group) must not exceed 10% of the Shares outstanding from time to time;
d. the maximum number of Shares issuable pursuant to outstanding RSUs and all other security-based compensation arrangements, within a 12 month period, to any one individual (and any companies that are wholly owned by that individual) shall not exceed 5% of the Shares outstanding from time to time.

Rights of Participants

A Participant shall not have any of the rights or privileges of a Shareholder of the Corporation in respect of any Common. Shares issuable pursuant to a RSU until such Participant becomes the holder of the underlying Shares. The RSUs, rights and interests of a Participant in respect of the RSU Plan are not transferable or assignable other than by will or the laws of succession to the legal representative of the Participant.

Neither participation in the RSU Plan nor any action taken under the RSU Plan shall give or be deemed to give any Participant a right to continued employment with the Corporation and shall not interfere with any right of the Corporation to dismiss any Participant.

Amendment, Suspension or Termination of the RSU Plan

The Board may from time to time amend, suspend or terminate the RSU Plan in whole or in part or amend the terms of RSUs credited in accordance with the RSU Plan. If any such amendment, suspension or termination will materially or adversely affect the rights of a Participant with respect to RSUs credited to such Participant, the written consent of such Participant to such amendment, suspension or termination shall be obtained. Notwithstanding the foregoing, the obtaining of the written consent of any Participant to an amendment, suspension or termination which materially or adversely affects the rights of such Participant with respect to any credited RSUs shall not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Corporation are listed.

If the Board terminates the RSU Plan, RSUs previously credited to Participants shall remain outstanding and in effect and be settled in due course in accordance with the terms of the RSU Plan (which shall continue to have effect, but only for such purposes) on the settlement date.

Shareholder Approval Requirements

Pursuant to the policies of the Exchange, since the aggregate number of Shares issuable pursuant to the RSU Plan and all other security-based compensation arrangements (the Option Plan of the Corporation) could not exceed 10% of the issued and outstanding Shares at the time of the grant of RSUs, the ordinary resolution approving the RSU Plan must be passed by a majority of the votes cast by shareholders present in person or by proxy at the Meeting. As of the date of this Circular, this number represents 31,805,212 Shares. As of the date of this Circular, 23,525,000 stock options and no RSU are issued and outstanding.

The Shareholders approved the RSU Plan at the annual general and special meeting of the Corporation held on February 6, 2024.

EMPLOYMENT, CONSULTING AND MANAGEMENT AGREEMENTS

Pierre Neatby

The Corporation entered into an employment agreement with Mr. Pierre Neatby during the fiscal year ended August 31, 2023. Under said employment agreement, Mr. Neatby has accepted to act as President and Chief Operating Officer of the Corporation for an undetermined period. In the event his employment with the Corporation is terminated without cause, Mr. Neatby shall be indemnified for an amount equal to six (6) months of his annual base salary of currently $250,000 (hereinafter, the "**Base Salary**") if the termination occurs before the first twelve (12) months of employment, or twelve (12) months Base Salary thereafter. If terminated for just cause, no indemnity is payable to Mr. Neatby under his employment agreement.

If Mr. Neatby's employment is terminated during the 6-month period following the occurrence of a change of control event, Mr. Neatby shall be entitled to a lump sum payment equal to eighteen (18) months of his Base Salary in lieu of severance payment. Within a 3-month period following a change of control, Mr. Neatby may elect to terminate his employment with the Corporation and be entitled to a lump sum amount equal to eighteen (18) months of his Base Salary. All unvested stock options granted to Mr. Neatby shall vest immediately upon the occurrence of a change of control event.

Isabelle Gauthier

During the fiscal year ended August 31, 2023, the Corporation has entered into a management services agreement with Ms. Isabelle Gauthier in virtue of which she has accepted to hold the office of Chief Financial Officer for an undetermined period. Ms. Gauthier's management services agreement can be terminated at any time by the Corporation without cause by paying a lump sum amount equivalent to six (6) months of her annual consulting fee of currently $102,000 (hereinafter, the "**Consulting Fee**"). For cause, the engagement of Ms. Gauthier can be terminated at any time without notice or indemnity by the Corporation.

If Ms. Gauthier's engagement is terminated without cause during the 12-month period following the occurrence of a change in control event, the Corporation will be obligated to pay Ms. Gauthier an additional lump sum amount equivalent to six (6) months of the Consulting Fee in lieu of indemnity.

Guy Bourassa

The Corporation entered into an employment agreement with Mr. Guy Bourassa on January 9, 2024. Under said employment agreement, Mr. Bourassa has accepted to act as Chief Executive Officer of the Corporation for an undetermined period. In the event his employment with the Corporation is terminated without cause, Mr. Bourassa shall be indemnified for an amount equal to twelve (12) months of his annual base salary of currently $175,000. If terminated for just cause, no indemnity is payable to Mr. Bourassa under his employment agreement.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following chart sets forth, as of August 31, 2024, compensation plans under which equity securities of the Corporation were authorized for issuance.

Equity Compensation Plan Information			
Plan Category	**Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)**	**Weighted-average exercise price of outstanding options, warrants and rights (b)**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)**
Equity compensation plans approved by securityholders[(1)]	13,225,000[(2)]	$0.12	14,038,045
Equity compensation plans not approved by securityholders	-	-	-
Total	13,225,000 [(2)]	$0.12	14,038,045

Notes:

(1) The only equity compensation plans approved by the securityholders of the Corporation are the Option Plan and the RSU Plan.

(2) As of August 31, 2024, there were 13,225,000 stock options issued and outstanding, 10,762,500 of which were vested as of August 31, 2024 and no RSU were issued and outstanding.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date of the Circular, no executive officer, director, proposed nominee for election as a director, and each associate of any such persons, or employee, former or present, of the Corporation was indebted to the Corporation or the Corporation's subsidiaries or to another entity where the indebtedness was subject to a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or the Corporation's subsidiaries.

CORPORATE GOVERNANCE

GENERAL COMMENT

The Canadian Securities Administrators (the "**Authorities**") adopted Regulation 52-110 *respecting Audit Committees.* (the "**Regulation 52-110**"). The Regulation 52-110 include requirements regarding audit committee composition and responsibilities, as well as reporting obligations with respect to audit related matters. The Corporation complies with these rules and appropriate disclosure is made, where applicable, in connection therewith in the following table.

The Authorities also adopted Regulation 58-101 *respecting Disclosure of Corporate Governance Practices* (the "**Regulation 58-101**") and Policy Statement 58-201 *to Corporate Governance Guidelines* (the "**Authorities' Governance Policy**"). The Authorities' Governance Policy provides guidance on corporate governance practices to Canadian issuers, while the Authorities' Governance Disclosure Regulation requires issuers to make the prescribed disclosure regarding their corporate governance practices, if necessary. The disclosure made hereunder refers to the items of the Authorities' Governance Disclosure Regulation as well as to the Authorities' Governance Policy, where appropriate. The Corporation believes that its corporate governance practices meet the requirements of the Authorities' Governance Disclosure Regulation and the Authorities' Governance Policy, as reflected in the disclosure made hereunder.

The Corporation periodically reviews its corporate governance practices in order to respond to the evolution of best practices.

THE BOARD OF DIRECTORS

Regulation 58-101 defines an "independent director" as a director who has no direct or indirect material relationship with the Corporation. A "material relationship" is defined as a relationship which could, in the view of the Board of Directors, be reasonably expected to interfere with such member's independent judgment.

The Board of Directors is currently comprised of five (5) directors, two (2) of them are independent within the meaning of Regulation 58-101, being Mrs. Brooke DeLong and Mr. Alain Bureau.

Mr. Pierre Neatby, Director, President and Chief Operating Officer of the Corporation is not an independent director within the meaning of Section 1.4 of Regulation 52-110, as a result of his position as executive officer of the Corporation.

Mr. Jeffrey Anthony Swinoga, Chairman of the Board of Directors of the Corporation, is not an independent director within the meaning of Section 1.4 of the Regulation 52-110, as a result of his position as executive officer of the Corporation.

Mr. Guy Bourassa, Chef Executive Officer of the Corporation, is not an independent director within the meaning of Section 1.4 of the Regulation 52-110, as a result of his position as executive officer of the Corporation.

During all meetings of the Board of Directors and meetings of committees of the Board of Directors, the independent directors have the opportunity to meet without any representatives of management being present.

DIRECTORSHIPS

The following director is currently director of another issuer that is also a reporting issuer (or the equivalent) in a territory of Canada or in a foreign territory:

Name	Issuer
Jeffrey Anthony Swinoga	Radisson Mining Resources Inc. Exploits Discovery Corp. Mountain Province Diamonds Inc.

ORIENTATION AND CONTINUING EDUCATION

The Corporation offers new directors an orientation and continuing education program which focuses on strategic thrusts, financial information and human resources, including the roles, responsibilities and liabilities of directors. Presentations on the Corporation's business are made by management at each Board of Directors meeting.

ETHICAL BUSINESS CONDUCT

The Board of Directors has adopted an internal Confidentiality and Disclosure Policy, a Trading Restrictions and Blackout Periods Policy and a Whistle Blower Policy. The Board of Directors, through its Audit Committee and Corporate Governance Committee, has the responsibility to periodically review the corporate governance policies and monitor adherence thereto by management.

The policies are available upon request addressed to the Corporation's secretary. In accordance with applicable law, when a conflict of interest arises, a director is required to disclose his or her interest and abstain from voting on the matter. In practice, the Board requests every director to disclose any direct or indirect interest he or she has in any organization, business or association, which could place the director in a conflict of interest. Should there be a discussion or decision relating to an organization, business or association in which a director has an interest, the Board of Directors would request such director not to participate in any such discussion or decision.

NOMINATION OF DIRECTORS

The Compensation Committee is responsible to receive and review candidates and recommend to the Board the hiring of executive management, or the appointment or election of directors of the Corporation.

The Compensation Committee has the responsibility of recommending to the Board of Directors adequate procedures for the selection of new directors and to periodically review the criteria adopted by the Board of Directors. It also has the responsibility of recommending to the Board candidates who are deemed competent and capable of becoming members of the Board, in accordance with the criteria of the new directors adopted from time to time by the Board and established according to the Charter of the Compensation Committee.

In addition to receiving and to reviewing the applications of candidates and recommend the hiring, the Compensation Committee considers and approves the requests to hire special counsels, recommends the opportunity to create new functions in the Corporation, analyses the needs of the Board of Directors if there are any vacancies and recommends the dismissal of a director or a member of the Executive Management, if necessary.

COMPENSATION

The Corporation's compensation program concerning directors and executive management is the responsibility of the Compensation Committee. The Committee also approves the recruiting as well as the levels of compensation of all the members of Executive Management and shares its decisions in this respect with the Board of Directors. The Compensation Committee has the responsibility to periodically review the compensation of executive management. The Compensation Committee is responsible for periodically reviewing and evaluating the performance and contribution of all directors and the effectiveness of the Board as a whole; and, annually reviewing the compensation of the directors in their capacity as directors and make recommendations to the Board. The

Compensation Committee has namely the responsibility of examining and approving the goals and objectives of the Corporation relating to the compensation of the President and Chief Operating Officer, to evaluate the performance of the President and Chief Operating Officer with respect to these goals and objectives, to account for the results of such an evaluation of the Board and to recommend to the Board the level of remuneration of the President and Chief Operating Officer according to this evaluation.

For details regarding the process of determining compensation paid to Named Executive Officers, as well as the directors of the Corporation, see section "*Named Executive Officer and Director Compensation – Oversight and Description of Named Executive Officer and Director Compensation*" of the Circular.

OTHER BOARD OF DIRECTORS COMMITTEES

The Board of Directors has created the Corporate Governance Committee, the Compensation Committee and the Technical Committee. The Corporate Governance Committee assists the Board of Directors within the exercise of its functions with respect to all corporate governance issues. The Compensation Committee supervises the Executive Management of the Corporation with respect to the policies and decisions regarding the appointment and remuneration of both executive management and directors of the Corporation and its subsidiaries.

The Technical Committee assists the Board of Directors within the exercise of its functions with respect to various technical matters arising from the Corporation's exploration and mining activities. The Technical Committee is currently composed of three (3) directors of the Corporation, namely Alain Bureau (Chair), Brooke DeLong and Jeffrey Anthony Swinoga, all are "independent" within the meaning of the Regulation 52-110, except for Mr. Swinoga who is not an independent director within the meaning of Section 1.4 of the Regulation 52-110, as a result of his position as executive officer of the Corporation.

The Corporate Governance Committee is currently composed of three (3) directors of the Corporation, namely Brooke DeLong (Chair), Alain Bureau and Jeffrey Anthony Swinoga, all are "independent" within the meaning of the Regulation 52-110, except for Mr. Swinoga who is not an independent director within the meaning of Section 1.4 of the Regulation 52-110, as a result of his position as executive officer of the Corporation.

The Compensation Committee is currently composed of three (3) directors of the Corporation, namely Brooke DeLong (Chair), Alain Bureau and Brooke DeLong, all are "independent" within the meaning of the Regulation 52-110, except for Mr. Swinoga who is not an independent director within the meaning of Section 1.4 of the Regulation 52-110, as a result of his position as executive officer of the Corporation.

ASSESSMENTS

The Board of Directors has an informal process for assessing its effectiveness and that of its committees. The Chairman of the Board of Directors bears this responsibility along with the President of the Corporate Governance Committee. On an annual basis, each director and Corporate Governance Committee member evaluates the performance of the Board of Directors or Corporate Governance Committee of which he is a member, taking into account various criteria, namely the composition, functioning, responsibilities, surveillance activities and efficiency of the Board or Corporate Governance Committee, as well as the comprehension of the business and the remuneration of its members. The observations of each member are informally submitted to the Chairman of the Board of Directors or Corporate Governance Committee. They are discussed within the Corporate Governance Committee and are then presented to the Chairman of the Board of Directors.

DIVERSITY

On January 1st, 2020, amendments to the *Canada Business Corporations Act* entered into force requiring new disclosure of the number of: (i) women; (ii) Aboriginal peoples; (iii) people with disabilities; and (iv) members of visible minorities on the Board of Directors and in senior management positions with the Corporation.

The Board of Directors has not adopted a formal policy with respect to term limits for directors or other mechanisms for board renewal as it has not considered such mechanisms to be appropriate given the size and stage of development of the Corporation. The Board of Directors is of the view that limiting the term of office may result in a loss of beneficial contributions by directors and may be detrimental to the Corporation.

The Board of Directors has not adopted a formal policy with respect to the nomination and appointment of directors who are women, Aboriginal Peoples, persons with disabilities and members of visible minorities (collectively, the "**designated groups**"). The Board of Directors recognizes the benefits of diversity on its Board of Directors, at the senior management level and at all levels of the organization, but does not believe that the adoption of a formal policy would further increase the representation of designated groups over the current recruitment and selection process. The Board of Directors has not set formal representation goals for designated group members on the board or in senior management positions. The Corporation assesses the competencies, skills, experience and other necessary qualifications of each candidate as a whole, and the representation of the designated groups is one of many factors considered in the recruitment and selection of candidates for board or senior management positions. Currently, no member of the Corporation's Board of Directors or senior management team is a member of the Designated Groups except one woman who is on the Board (or senior management team: 0%; Board of Directors: 20%). Mr. Robert Kitchen who is on the proposed slate of directors, is a member of First Nations.

AUDIT COMMITTEE

THE AUDIT COMMITTEE'S CHARTER

The Audit Committee's charter describes the duties, responsibilities and skills required from its members as well as the terms of their nomination and dismissal and their relationship with the Board of Directors. The charter is attached to the Circular as Schedule "E".

COMPOSITION OF THE AUDIT COMMITTEE

As of the date of the Circular, the Audit Committee is made up of the following individuals:

Name	Independent	Financially Literate
Brooke DeLong, chair	Yes	Yes
Alain Bureau	Yes	Yes
Jeffrey Anthony Swinoga	No	Yes

RELEVANT EDUCATION AND EXPERIENCE

All the members of the Audit Committee have the financial skills necessary to understand the accounting principles used by the Corporation in preparing its financial statements as well as the ability to assess the general application of such accounting principles. The members of the Audit Committee also have relevant experience in analyzing and evaluating financial statements that presents a level of complexity of accounting issues that can reasonably be expected to be raised by the Corporation's financial statements, or experience actively supervising one or more individuals engaged in such activities. The members of the Audit Committee also understand the internal controls and procedures respecting the disclosure of financial information. For the relevant education and experience of the members of the Audit Committee, please refer to the table included in the section "*Board of Directors – Biographical Notes*" of the Circular.

AUDIT COMMITTEE OVERSIGHT

Since the beginning of the Corporation's fiscal year ended August 31, 2024, there was no recommendation of the Audit Committee to nominate or compensate an external auditor that was not adopted by the Board of Directors.

RELIANCE ON CERTAIN EXEMPTIONS

Since the beginning of the Corporation's fiscal year ended August 31, 2024, the Corporation has not relied on the provisions of section 2.4, subsection 6.1.1(4), subsection 6.1.1(5) or subsection 6.1.1(6) of Regulation 52-110 or on an exemption granted by the securities authority under Part 8 of this regulation.

PRE-APPROVAL POLICIES AND PROCEDURES

The Audit Committee Charter provides that the prior approval of the Audit Committee is required for engagement of non-audit services provided by auditors who are external to the Corporation or its subsidiaries.

EXTERNAL AUDITOR SERVICE FEES

The following external auditor service fees were invoiced by RCGT to the Corporation for the fiscal years ended August 31, 2024, and August 31, 2023.

	2024	2023
Audit Fees	$63,189	$55,000
Audit-Related Fees	$-	$-
Tax Fees	$8,350	$-
All Other Fees	$2,250	$-
Total	**$73,789**	**$55,000**

EXEMPTION

The Corporation is a "venture issuer" within the meaning of Regulation 52-110 and, as such, benefits from the exemption provided for in section 6.1 of this regulation.

OTHER INFORMATION

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of the Corporation, with the exception of what is disclosed herein and in the Corporation's annual consolidated financial statements for the fiscal years ended August 31, 2023, and August 31, 2024, no informed person of the Corporation, no proposed director of the Corporation, and no associate of affiliate of any informed person or proposed director of the Corporation has any direct or indirect interest in any transaction since the commencement of the Corporation's most recently completed fiscal year or in any proposed transaction which has materially affected or would materially affect the Corporation or the Corporation's subsidiaries.

OTHER ISSUES TO BE CONSIDERED AT THE MEETING

As of the date of the Circular, the Corporation's directors have no knowledge of any amendment to the items listed in the Notice nor of any other item that may be brought before the Meeting in due form. The enclosed proxy form confers discretionary power to the persons named as proxyholders therein with regard to any amendments to the items listed in the Notice as well as any other item that may be brought in due form before the Meeting or any adjournment thereof.

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on the SEDAR+ website at **www.sedarplus.ca**.

The financial information concerning the Corporation appears in the Corporation's annual consolidated financial statements and MD&A for the fiscal years ended August 31, 2023 and August 31, 2024. Shareholders requesting a copy of the Corporation's annual financial statements and MD&A may do so as follows:

By telephone: 1 (514) 360-0571

By e-mail: info@scandium-canada.com

By mail: Scandium Canada Ltd.
410 Saint-Nicolas Street, Suite 236
Montreal, Québec H2Y 2P5
Attention : Mr. Guy Bourassa

SHAREHOLDER PROPOSALS FOR THE NEXT ANNUAL MEETING

A registered holder or Beneficial Owner of Shares that are entitled to be voted at the next annual meeting of shareholders which shall be held for the fiscal year ending August 31, 2025, and who wish, subject, among others, to the conditions outlined hereinafter, to submit proposals regarding any matter to be dealt with at such meeting must do so at the latest on February 14, 2026.

To be eligible to submit a proposal for the purposes of such meeting, a person must be, for at least a six-month period immediately before the day on which the shareholder submits the proposal, the registered holder or the Beneficial Owner of at least a number of voting Shares

(i) that is equal to 1% of the total number of the outstanding voting Shares of the Corporation, as of the day on which the shareholder submits a proposal; or

(ii) whose fair market value, as determined at the close of business on the day before the shareholder submits the proposal to the Corporation, is at least $2,000.

APPROVAL OF DIRECTORS

The Board of Directors has approved the content and mailing of the Circular.

April 7, 2025

(s) Pierre Neatby

Pierre Neatby
President and Chief Operating Officer of the Corporation

SCHEDULE “A”

RESOLUTION PERTAINING TO THE APPROVAL OF THE CORPORATION’S OPTION PLAN

WHEREAS the stock option plan of the Corporation named “**Scandium Canada Ltd. Share Option Plan**” (the “**Plan**”) is qualified as a rolling up to 10% stock option plan pursuant to the policies of TSX Venture Exchange's policies (the “**Exchange**”);

WHEREAS pursuant to the Exchange's policies, the rolling up to 10% stock option plan must notably receive shareholder approval whenever any amendment is made to the Plan.

THEREFORE, IT IS RESOLVED THAT:

1. **TO APPROVE** the Plan and its proposed amendment, the text of which is attached as Schedule "B" of the Management Proxy Circular dated April 7, 2025; and

2. **THAT** any director or officer of the Corporation shall be, and is hereby, authorized to sign and deliver any document, written or in form, and to take any other measure that he may deem necessary or desirable to give effect to the present resolution.

SCHEDULE “B”

SCANDIUM CANADA LTD. SHARE OPTION PLAN

[SEE ATTACHED SHARE OPTION PLAN]

SCANDIUM CANADA LTD.
(the "Company")

SHARE OPTION PLAN

Dated for Reference January 8, 2024

ARTICLE 1
PURPOSE AND INTERPRETATION

Purpose

1.1 The purpose of this Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that this Plan will at all times be in compliance with TSX Venture Policies (or, if applicable, NEX Policies) and any inconsistencies between this Plan and TSX Venture Policies (or, if applicable, NEX Policies) will be resolved in favour of the latter.

Definitions

1.2 In this Plan

(a) **Affiliate** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;

(b) **Associate** has the meaning set out in the Securities Act;

(c) **Black-out Period** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company's insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);

(d) **Board** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;

(e) **Change of Control** includes situations where after giving effect to the contemplated transaction and as a result of such transaction:

(i) any one Person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or resulting company, or,

(ii) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting shares of the Company or its successor to affect materially the control of the Company or its successor,

where such Person or combination of Persons did not previously hold a sufficient number of voting shares to materially affect control of the Company or its successor and, in the absence of evidence to the contrary, any Person or combination of Persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 20% of the voting shares of the Company or resulting company is deemed to materially affect control of the Company or resulting company;

(f) **Common Shares** means the common shares without par value in the capital of the Company providing such class is listed on the TSX Venture (or, NEX, as the case may be);

(g) **Company** means the company named at the top hereof and includes, unless the context otherwise requires, all of its Affiliates and successors according to law;

(h) **Consultant** means an individual or Consultant Company, other than an Employee, Officer or Director that:

(i) provides on an ongoing bona fide basis, consulting, technical, managerial or like services to the Company or an Affiliate of the Company, other than services provided in relation to a Distribution;

(ii) provides the services under a written contract between the Company or an Affiliate and the individual or the Consultant Company;

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company or an Affiliate of the Company; and

(iv) has a relationship with the Company or an Affiliate of the Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;

(i) **Consultant Company** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;

(j) **Directors** means the directors of the Company as may be elected from time to time;

(k) **Discounted Market Pric**e has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(l) **Disinterested Shareholder Approval** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting,

excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates;

(m) **Distribution** has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury;

(n) **Effective Date** for an Option means the date of grant thereof by the Board;

(o) **Employee** means:

(i) an individual who is considered an employee under the *Income Tax Act* Canada (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for the Company or a subsidiary thereof providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of approximately five (5) hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source.

(p) **Exchange Hold Period** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(q) **Exercise Price** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;

(r) **Expiry Date** means the day on which an Option lapses as specified in the Option Commitment therefor or in accordance with the terms of this Plan;

(s) **Insider** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;

(t) **Investor Relations Activities** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(u) **Management Company Employee** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;

(v) **Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(w) **NEX** means a separate board of the TSX Venture for companies previously listed on the TSX Venture or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets;

(x) **NEX Issuer** means a company listed on NEX;

(y) **NEX Policies** means the rules and policies of NEX as amended from time to time;

(z) **Officer** means a Board appointed officer of the Company;

(aa) **Option** means the right to purchase Common Shares granted hereunder to a Service Provider;

(bb) **Option Commitment** means the notice of grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule A attached hereto;

(cc) **Optioned Shares** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;

(dd) **Optionee** means the recipient of an Option hereunder;

(ee) **Outstanding Shares** means at the relevant time, the number of issued and outstanding shares of the Company from time to time;

(ff) **Participant** means a Service Provider that becomes an Optionee;

(gg) **Person** includes a company, any unincorporated entity, or an individual;

(hh) **Plan** means this share option plan, the terms of which are set out herein or as may be amended;

(ii) **Plan Shares** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in §2.2;

(jj) **Regulatory Approval** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over the Plan and any Options issued hereunder;

(kk) **Securities Act** means the **Securities Act** (Québec), or any successor legislation;

(ll) **Service Provider** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;

(mm) **Share Compensation Arrangement** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Service Provider, including for certainty the Company's RSU plan;

(nn) **Shareholder Approval** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;

(oo) **Take Over Bid** means a take over bid as defined in Multilateral Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;

(pp) **TSX Venture** means the TSX Venture Exchange and any successor thereto; and

(qq) **TSX Venture Policies** means the rules and policies of the TSX Venture as amended from time to time.

Other Words and Phrases

1.3 Words and phrases used in this Plan but which are not defined in the Plan, but are defined in the TSX Venture Policies (and, if applicable, the NEX Policies), will have the meaning assigned to them in the TSX Venture Policies (and, if applicable, NEX Policies).

Gender

1.4 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
SHARE OPTION PLAN

Establishment of Share Option Plan

2.1 The Plan is hereby established to recognize contributions made by Service Providers and to create an incentive for their continuing assistance to the Company and its Affiliates.

Maximum Plan Shares

2.2 The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the Outstanding Shares as at the date of grant of Options, less any shares reserved for issuance under Share Compensation Arrangements other than this Plan, unless this Plan is amended pursuant to the requirements of the TSX Venture Policies (and, if applicable, NEX Policies).

Eligibility

2.3 Options to purchase Common Shares may be granted hereunder to Service Providers of the Company, or its affiliates, from time to time by the Board. Service Providers that are not individuals will be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to

indirectly transfer the benefits of an Option), as long as such Option remains outstanding, unless the written permission of the TSX Venture and the Company is obtained.

Options Granted Under the Plan

2.4 All Options granted under the Plan will be evidenced by an Option Commitment in the form attached as Schedule A, showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.

2.5 Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Commitment made hereunder.

Limitations on Issue

2.6 Subject to §2.10, the following restrictions on issuances of Options are applicable under the Plan:

(a) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so;

(b) the aggregate number of Options granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture (or NEX, as the case may be); and

(c) the aggregate number of Options granted to any one Consultant in any 12 month period cannot exceed 2% of the Outstanding Shares, together with all other Share Compensation Arrangements granted to such Consultant, calculated at the time of grant, without the prior consent of the TSX Venture.

Options Not Exercised

2.7 In the event an Option granted under the Plan expires unexercised or is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be eligible for re-issuance.

Powers of the Board

2.8 The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to

(a) allot Common Shares for issuance in connection with the exercise of Options;

(b) grant Options hereunder;

(c) subject to any necessary Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the prior written consent of all Optionees, alter or impair any Option previously granted under the Plan unless the alteration or impairment occurred as a result of a change in the TSX Venture Policies or the Company's tier classification thereunder; and

(d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do.

Amendment of the Plan by the Board of Directors

2.9 Subject to the requirements of the TSX Venture Policies and the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify the Plan or any Option granted as follows:

(a) it may make amendments which are of a typographical, grammatical or clerical nature only;

(b) it may change the vesting provisions of an Option granted hereunder, subject to prior written approval of the TSX Venture, if applicable;

(c) it may make amendments necessary as a result in changes in securities laws applicable to the Company;

(d) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and

(e) it may make such amendments as reduce, and do not increase, the benefits of this Plan to Service Providers.

Amendments Requiring Disinterested Shareholder Approval

2.10 The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

(a) the Plan, together with all of the Company's other or previous Share Compensation Arrangements, could result at any time in:

(i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders (as a group) exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares;

(ii) the aggregate number of Optioned Shares issued to Insiders (as a group), under this Plan, together with any other securities granted to Insiders (as a group) under any other security based compensation plan in force implemented by the Company, within a one-year period exceeding 10% of the Outstanding Shares calculated as at the date any Security Based Compensation is granted or issued to any Insider; or,

(iii) the issuance to any one Optionee (and any companies that are wholly owned by that individual), within a 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares; or

(b) any reduction in the Exercise Price or extension to the term of an Option previously granted to an Insider in accordance with section 4.12 (c) of Policy 4.4 of the TSX Venture Policies.

Options Granted Under the Company's Previous Share Option Plans

2.11 Any option granted pursuant to a stock option plan previously adopted by the Board which is outstanding at the time this Plan comes into effect shall be deemed to have been issued under this Plan and shall, as of the date this Plan comes into effect, be governed by the terms and conditions hereof.

ARTICLE 3
TERMS AND CONDITIONS OF OPTIONS

Exercise Price

3.1 The Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Plan, and cannot be less than the Discounted Market Price.

Term of Option

3.2 An Option can be exercisable for a maximum of 10 years from the Effective Date.

Option Amendment

3.3 Subject to §2.10(b), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSX Venture, or the date of the last amendment of the Exercise Price.

3.4 An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in §3.2.

3.5 Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.

Vesting of Options

3.6 Subject to §3.7, vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

(a) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or

(b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

Vesting of Options Granted to Consultants Conducting Investor Relations Activities

3.7 Notwithstanding §3.6, Options granted to Consultants conducting Investor Relations Activities will vest:

(a) over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or

(b) such longer vesting period as the Board may determine.

Effect of Take-Over Bid

3.8 If a Take-Over Bid is made to the shareholders generally then the Company shall immediately upon receipt of notice of the Take-Over Bid, notify each Optionee currently holding an Option of the Take-Over Bid, with full particulars thereof whereupon such Option may, notwithstanding §3.6 and §3.7 or any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

Acceleration of Vesting on Change of Control

3.9 In the event of a Change of Control occurring, Options granted and outstanding, which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the Change of Control, excluding Options granted to a Person engaged in Investor Relations Activities, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

Extension of Options Expiring During Blackout Period

3.10 Should the Expiry Date for an Option fall within a Blackout Period such Expiry Date shall, subject

to approval of the TSX Venture (or the NEX, as the case may be), be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date for such Option for all purposes under the Plan. Notwithstanding §2.8, the tenth Business Day period referred to in this §3.10 may not be extended by the Board.

Optionee Ceasing to be Director, Employee or Service Provider

3.11 Options may be exercised after the Service Provider has left his/her employ/office or has been advised by the Company that his/her services are no longer required or his/her service contract has expired, until the term applicable to such Options expires, except as follows:

(a) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;

(b) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and

(c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

Non Assignable

3.12 Subject to §3.11(a), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

Adjustment of the Number of Optioned Shares

3.13 The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

(a) in the event of a subdivision of Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a greater number of Common Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Common Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefor;

(b) in the event of a consolidation of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Common Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of

Optioned Shares hereunder, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Common Shares as result from the consolidation;

(c) in the event of any change of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Common Shares so purchased had the right to purchase been exercised before such change;

(d) subject to prior approval by the TSX Venture under section 4.7 (d) of Policy 4.4 of the TSX Venture Policies, in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Common Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this §3.13;

(e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section are cumulative;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this §3.13, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and

(g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this §3.13, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants, in Montréal, Québec (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records and such determination will be binding upon

ARTICLE 4
COMMITMENT AND EXERCISE PROCEDURES

Option Commitment

4.1 Upon grant of an Option hereunder, an authorized officer of the Company will deliver to the Optionee an Option Commitment detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof, including any additional requirements contemplated with respect to the payment of required withholding taxes on behalf of Optionees.

Manner of Exercise

4.2 An Optionee who wishes to exercise his Option may do so by delivering

(a) a written notice to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired, plus any required withholding tax amount subject to §4.3.

Tax Withholding and Procedures

4.3 Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in§4.2 and elsewhere in this Plan, and as a condition of exercise:

(a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or

(b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

and must in all other respects follow any related procedures and conditions imposed by the Company.

Delivery of Optioned Shares and Hold Periods

4.4 As soon as practicable after receipt of the notice of exercise described in §4.2 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue to the Optionee the appropriate number of Optioned Shares. An Exchange Hold Period will be applied from the date of grant for all Options granted to:

(a) Insiders or Consultants of the Company; or

(b) where Options are granted to any Service Provider, including Insiders, where the Exercise Price is at a discount to the Market Price.

4.5 Pursuant to TSX Venture Policies, where the Exchange Hold Period is applicable, the certificate representing the Optioned Shares or written notice in the case of uncertificated shares will include a legend stipulating that the Optioned Shares issued are subject to a four-month Exchange Hold Period commencing the date of the Option Commitment.

ARTICLE 5
GENERAL

Employment and Services

5.1 Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

No Representation or Warranty

5.2 The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

Interpretation

5.3 The Plan will be governed and construed in accordance with the laws of the Province of Québec.

Continuation of Plan

5.4 The Plan will become effective from and after March 11, 2207, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at each annual general meeting of the holders of Common Shares of the Company subsequent to March 22, 2022.

Amendment of the Plan

5.5 The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Service Providers.

SCHEDULE A

SHARE OPTION PLAN

OPTION COMMITMENT

Notice is hereby given that, effective this _____ day of_____, _____ (the "Effective Date") **SCANDIUM CANADA LTD.** (the "Company") has granted to _____ (the "Optionee"), an Option to acquire _____ Common Shares ("Optioned Shares") up to 5:00 p.m. Vancouver Time on the _____day of_____, _____(the "Expiry Date") at an Exercise Price of Cdn$ _____ per share.

Optioned Shares are to vest immediately.

OR

Optioned Shares will vest *[INSERT VESTING SCHEDULE AND TERMS]*

The Option shall expire_____days after the Optionee ceases to be employed by or provide services to the Company.

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Plan, which are hereby incorporated herein and form part hereof.

To exercise your Option, deliver a written notice specifying the number of Optioned Shares you wish to acquire, together with a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price. A certificate, or written notice in the case of uncertificated shares, for the Optioned Shares so acquired will be issued by the transfer agent as soon as practicable thereafter and may bear a minimum four month non-transferability legend from the date of this Option Commitment, the text of which is as follows. *[Note: A Company may grant stock options without a hold period, provided the exercise price of the options is set at or above the market price of the Company's shares and it is otherwise permitted by TSX Venture Policies. If a four month hold period is applicable, the following legend must be placed on the certificate or the written notice in the case of uncertificated shares.]*

> "WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL 12:00 A.M. (MIDNIGHT) ON *[insert date 4 months from the date of grant]*".

The Company and the Optionee represent that the Optionee under the terms and conditions of the Plan is a bona fide Service Provider (as defined in the Plan), entitled to receive Options under TSX Venture Policies.

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the Policies of the TSX Venture Exchange) by both the Company and the TSX Venture (or the NEX, as the case may be) as more particularly set out in the Acknowledgement - Personal Information in use by the TSX Venture (or the NEX, as the case may be) on the date of this Option Commitment.

SCANDIUM CANADA LTD.

_____
Authorized Signatory

_____
[insert name of optionee]

_____
Signature of Optionee

SCHEDULE “C”

RESOLUTION PERTAINING TO THE RATIFICATION AND CONFIRMATION OF THE CORPORATION’S RESTRICTED SHARE UNIT PLAN

WHEREAS the restricted share unit plan of the Corporation named “*Scandium Canada Ltd. Restricted Share Unit Plan*” is qualified as a rolling plan up to 10% pursuant to the policies of TSX Venture Exchange's policies (the “**Exchange**”); and

WHEREAS pursuant to the Exchange's policies, a rolling plan up to 10% must notably receive shareholder approval every year during the Corporation’s annual general and special meeting of shareholders.

THEREFORE, IT IS RESOLVED THAT:

1. **TO RATIFY AND TO CONFIRM** the Corporation's restricted share unit plan, the text of which is attached as Schedule "D" of the Management Proxy Circular dated April 7, 2025; and

2. **THAT** any director or officer of the Corporation shall be, and is hereby, authorized to sign and deliver any document, written or in form, and to take any other measure that he may deem necessary or desirable to give effect to the present resolution**.**

SCHEDULE “D”

THE CORPORATION’S SHAREHOLDER RIGHTS PLAN

[SEE ATTACHED RESTRICTED SHARE UNITS PLAN]

SCANDIUM CANADA LTD.
(the "Corporation")

RESTRICTED SHARE UNIT PLAN
Dated for Reference January 8, 2024

1. PURPOSE OF THE PLAN

The purpose of the Plan is to assist the Corporation in attracting and retaining individuals with experience and ability, to allow certain officers, employees, consultants or directors of the Corporation to participate in the long-term success of the Corporation and to promote a greater alignment of interests between the officers, employees, consultants or directors designated under this Plan and the shareholders of the Corporation.

2. DEFINITIONS

For the purposes of the Plan, the terms contained in this Section shall have the following meanings.

a) "**Board**" shall mean the board of directors of the Corporation.

b) "**Black-Out Period**" means a period during which designated Participants cannot trade in any securities of the Corporation pursuant to the Corporation's policy respecting restrictions on trading which is in effect at that time and which must expire upon the general disclosure of the undisclosed material information (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Corporation, or in respect of an Insider, that Insider, is subject).

c) **"Change of Control"** includes situations where after giving effect to the contemplated transaction and as a result of such transaction:

   a) any one Person holds a sufficient number of voting shares of the Corporation or resulting company to affect materially the control of the Corporation or resulting company, or,

   b) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting shares of the Corporation or its successor to affect materially the control of the Corporation or its successor,

   where such Person or combination of Persons did not previously hold a sufficient number of voting shares to materially affect control of the Corporation or its successor and, in the absence of evidence to the contrary, any Person or combination of Persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 20% of the voting shares of the Corporation or resulting company is deemed to materially affect control of the Corporation or resulting company;

d) "**Committee**" shall mean the Corporate Governance of the Board or such other committee of the Board comprised of members of the Board as the Board shall from time to time appoint to administer the Plan.

e) "**Common Share**" means the common shares without par value in the capital of the Corporation providing such class is listed on the TSX-V (or, NEX, as the case may be).

f) "**Corporation**" shall mean Scandium Canada Ltd. or a successor.

g) "**Deferred Payment Date**" for a Participant means the date after the applicable Vesting Date which is the earlier of (i) the date to which the Participant has elected to defer the Settlement Date in accordance with Section 11 of this Plan; and (ii) the Participant's retirement, termination of employment or death;

h) "**DSU**" or "**Deferred Share Unit**" means a right granted pursuant to this Plan to a Participant by the Corporation as compensation for employment or consulting services or services as a director or officer, to receive, for no additional cash consideration, securities of the Corporation on a deferred basis (which is typically after the earliest of the retirement, termination of employment or death of the Participant), and which may provide that, upon vesting, the award may be paid in cash and/or Common Shares of the Corporation.

i) "**Long Term Disability**" means a total permanent disability for a continuous period of more than four months.

j) "**Market Value**" of a Common Share shall mean either A) (i) if the applicable date is during a Black-Out Period, the closing market price of the Common Shares of the Corporation traded on the TSX-V on the last day of such Black-Out-Period or (ii) if the applicable date is outside a Black-Out Period, the closing market price of the Common Shares of the Corporation traded on the TSX-V on the day prior to a Settlement Date or (B) such other price as is permitted under the rules of the TSX-V.

k) "**NEX**" means a separate board of the TSX-V for companies previously listed on the TSX-V or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets.

l) "**Participant**" shall mean directors, officers, consultants or key employees of the Corporation who have been granted Restricted Share Units under the Plan which have not all been cancelled or redeemed.

m) "**Person**" includes a company, any unincorporated entity, or an individual;

n) "**Plan**" shall mean the restricted share unit plan as set forth herein and as it may be amended from time to time.

o) "**Restricted Share Unit**" or "**RSU**" shall mean a unit credited to a Participant's account in accordance with the terms and conditions of the Plan, which may include, without limitations, Deferred Share Units (DSU).

p) "**RSU Agreement**" shall mean the agreement entered into between the Corporation and the Participant in substantially the form set out in Schedule A.

q) "**Security Based Compensation Arrangements**" include:

   i. stock option plans for the benefit of employees, directors, officers, insiders, consultants, service providers or any one of such groups;

   ii. individual stock options granted to employees, directors, officers, consultants, service providers or insiders if not granted pursuant to a plan previously approved by the Corporation's security holders;

   iii. stock purchase plans where the listed issuer provides financial assistance or where the listed issuer matches the whole or a portion of the securities being purchased;

   iv. stock appreciation rights involving issuances of securities from treasury;

   v. any other compensation or incentive mechanism involving the issuance or potential issuances of securities of the listed issuer; and

   vi. security purchases from treasury by an employee, director, insider, consultant or service provider which is financially assisted by the Corporation by any means whatsoever.

r) "**Settlement Date**" shall mean the day on which the Corporation pays to a Participant the Market Value of the RSUs that have become vested and payable.

s) "**TSX-V**" shall mean the TSX Venture Exchange.

t) "**Vesting Date**" shall mean the date determined by the Committee or the Board at the time or allocation of the RSUs which cannot be prior to the first anniversary of the grant date and no later than ten (10) years following the grant of the RSUs to a Participant.

3. ADMINISTRATION OF THE PLAN

a) The Plan shall be administered by the Committee, which comes under the authority of the Board, which may also administer the Plan in the same capacity. The Committee or the Board has full power and authority to interpret the Plan, to establish any rules and regulations and to adopt any condition that it deems necessary or desirable for the administration of the Plan within the limits prescribed by applicable legislation.

b) No member of the Board or the Committee shall be liable for any action or determination made in good faith pursuant to the Plan. To the full extent permitted by law, the Corporation shall indemnify and save harmless each person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person is or was a member of the Board or the Committee and, as such, is or was required or entitled to take action pursuant to the terms of the Plan.

c) The Plan is subject to Policy 4.4. Security Based Compensation of the TSX-V.

4. EFFECTIVE DATE AND APPROVALS

This Plan will be effective the day of its approval by the shareholders of the Corporation and the regulatory authority having jurisdiction over the securities of the Corporation, including without limitation, TSX-V.

5. TAXES

a) Grants are covered by a special treatment under the *Income Tax Act* (Canada) and the regulations under such legislation. The Participant should consult his tax advisors on the treatment applicable to him with respect to RSUs.

b) A Participant shall be solely responsible for reporting and paying income tax payable in respect of the settlement of RSUs under Section 11 hereof. The Corporation will provide each Participant who is resident in Canada with (or cause each Participant to be provided with) the slip entitled "Statement of Remuneration Paid" (a T4 slip) or such information return as may be required by applicable law to report income, if any, arising upon the grant or exercise of rights under this Plan by a Participant who is resident in Canada for income tax purposes.

c) The Corporation shall have the power and the right to deduct or withhold, or require (as a condition of exercise) a Participant to remit to the Corporation, the required amount to satisfy, in whole or in part, federal, provincial, and local taxes, domestic or foreign, required by law to be withheld with respect to any Plan. With respect to required withholding, the Corporation shall have the irrevocable right to (and the Participant consents to the Corporation) setting off any amounts required to be withheld, in whole or in part, against amounts otherwise owing by the Corporation to such Participant (whether arising pursuant to the Participant relationship as an officer or employee of the Corporation), or may make such other arrangements as are satisfactory to the Participant and the Corporation. In addition, the Corporation may elect, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by withholding such number of Common Shares as it determines are required to be sold by the Corporation, as trustee, to satisfy the withholding obligation net of selling costs (which costs shall be the responsibility of the Participant and which shall be and are authorized to be deducted from the proceeds of sale). The Participant consents to such sale and grants the Corporation an irrevocable power of attorney to effect the sale

of such Common Shares and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such Common Shares.

6. ELIGIBILITY

The Committee or the Board designates, from time to time and at its sole discretion, *bona fide* directors, officers, consultants or key employees of the Corporation (the Corporation representing they are acting as such) who are entitled to participate in the Plan.

In the case of RSUs awarded to employees, consultants or employees of a management company, it is the responsibility of the Corporation and the RSU holder to ensure and confirm that the RSU holder is an employee, consultant or employee of a *bona fide* management company, as applicable.

Investor relations service providers cannot receive any RSU under this Plan but only stock options under the Corporation's stock option plan.

7. GRANT OF RSUs

a) Periodically, the Committee or the Board will determine, at its sole discretion, the number of RSU allocated to a Participant, in consideration of such Participant's past or future contribution to the success of the Corporation, together with the applicable vesting conditions. The Corporation shall notify such Participant in writing of the number of RSUs to be granted and of the vesting conditions thereof.

b) The Committee or the Board may establish performance-vesting conditions, such as time, performance or event conditions, which, if satisfied or met by the Participant or the Corporation, as the case may be, will entitle the Participant to receive the number of RSUs specified in a grant.

c) Unless otherwise indicated by the Committee or the Board upon grant provided that no vesting can occur before the date that is one (1) year following the grant date and no later than ten (10) years following the grant, RSUs shall vest as to one-third (1/3) of the total number of RSUs granted on each of the first anniversary, second anniversary and third anniversary of the grant date, being understood that the vesting of RSUs, with respect to a calendar year, shall be no later than the Vesting Date. However, the Committee or the Board will then have the entire discretion to accelerate or not the terms of vesting of any RSUs subject to the restrictions above-mentioned.

d) Upon a Change of Control, the outstanding RSUs of a Participant shall vest if the Participant ceases to be an eligible Participant under the Plan as a result of such Change of Control. In the event of a Change of Control (as defined hereinafter), the Plan is thus terminated unless a written disposition regarding such Change of Control provides for the continuance of the Plan, with appropriate adjustments, including as to number and kind of RSU, in which case the Plan at that time will continue according to the terms provided for. If such Change of Control is never closed, the acceleration will be deemed to have never happen.

8. RSU AGREEMENT

To acquire RSUs, a Participant shall enter into an RSU Agreement with the Corporation, within such time period and in such manner as specified by the Committee or the Board. If a RSU Agreement is not entered into within the time and manner specified, the Committee or the Board reserves the right to revoke the crediting of RSUs to the Participant's account.

9. CREDITS FOR DIVIDENDS

Whenever dividends are paid on Common Shares, the Committee or the Board may, at its sole discretion, grant additional RSUs to each Participant who holds RSUs on the record date for such dividend. The number of such RSUs (rounded down to the nearest whole RSU) to be credited as of a dividend payment date shall be determined by dividing the aggregate dividends that would have been paid to such Participant if the Participant's RSUs had been Common Shares by the Market Value on the date on which the dividends were paid on the Common Shares; notwithstanding the foregoing, dividends to be granted as additional RSUs are subject to Section 12 of the Plan and any dividend may be paid in cash to the Participant by the Corporation if the allotment of Common Shares under Section 12 is insufficient. RSUs granted to a Participant under this Section 9 shall be subject to the same vesting as the RSUs to which they relate. The foregoing does not obligate the Corporation to declare or pay dividends on Common Shares and nothing in this Plan shall be interpreted as creating such an obligation.

10. TERMINATION OF RSUs

Unless otherwise determined by the Committee or the Board, the following provisions shall apply in the event that a Participant ceases to be eligible as a Participant:

a) if a Participant who is an officer, consultant or key employee is terminated for cause, all its outstanding RSUs shall be terminated, effective as of the date notice is given to the Participant of such termination.

b) if a Participant ceases to be an officer, consultant or key employee as a result of resignation, retirement, death, Long-Term Disability, or termination not for cause or if a Participant ceases to be a director as a result of death or Long-Term Disability, all its vested RSUs granted to such Participant shall be settled in accordance with the terms of the Plan and RSU Agreements, and all its unvested RSUs shall be terminated, unless the Board or Committee determine that unvested RSUs should vest, expressly subject to the requirement that an accelerated vesting may only be permitted one (1) year following the grant date, except in the case of the Participant's death. The Settlement Date for RSUs that shall be settled pursuant to this paragraph shall not exceed one (1) year following the date of termination of such RSUs;

c) if a Participant is a non-employee director, officer or consultant and ceases to be a director as a result of (i) his resignation as member of the Board, (ii) his decision not to stand for re-election as member of the Board, or (iii) the non proposal of such Participant for re-election as member of the Board, all the vested RSUs granted to such Participant shall be settled in accordance with the terms of the Plan and RSU

Agreements, and all its unvested RSUs shall be terminated, unless the Board or Committee determine that those unvested RSUs should vest, expressly subject to the requirement that an accelerated vesting may only be permitted one (1) year following the grant date, except in the case of the Participant's death. However, if the non-employee Director ceases to be a director as a result of his dismissal from the Board, all outstanding RSUs shall be terminated. The Settlement Date for RSUs that shall be settled pursuant to this paragraph shall not exceed one (1) year following the date of termination of such RSUs; and

d) for greater certainty, if a Participant dies, all vested RSUs of such Participant shall be settled by the legal representative of such Participant. The Settlement Date for RSUs that shall be settled pursuant to this paragraph shall not exceed one (1) year following the date of death of such Participant.

11. SETTLEMENT OF RSUs

Following the vesting of RSUs, provided that the Participant, or his succession, still qualifies as a Participant on such date, the Corporation shall have the entire discretion, through its Governance Committee or Board of directors, of settling payment for the RSUs by any of the following methods or by a combination of such methods:

a) payment, net of applicable tax deductions, in cash equal to the number of vested RSUs recorded in the Participant's account multiplied by the Market Value of a Common Share on the Settlement Date; or

b) subject to applicable law, payment, net of applicable tax deductions, in Common Shares equal to the number of vested RSUs recorded in the Participant's account issued from the treasury of the Corporation.

Subject to the terms and conditions of the Plan, as soon as practicable following the applicable Vesting Date, the Committee or the Board shall determine if the vesting conditions (including performance conditions, if applicable) have been met, determine which methods or combination of methods the Corporation will settle the RSU and direct management to notify the Participant regarding which methods or combination of methods the Participant will receive payment. In addition, the Settlement Date shall be as soon as practicable following the applicable Vesting Date or as directed in the Notification received by the Corporation.

If any performance-vesting conditions or other conditions specified in a grant of RSUs have not been satisfied on the Vesting Date, those RSUs will expire and the Participant will not be entitled to payment in cash or in Common Shares or a combination of cash and Common Shares in respect of those RSUs.

Participants who are residents of Canada for the purposes of the *Income Tax Act* (Canada) and not subject to the provisions of the *Internal Revenue Code of 1986* may elect to defer the Settlement Date until a Deferred Payment Date. Any other Participants may not elect a Deferred Payment Date.

Qualifying Participants who elect to set a Deferred Payment Date must give the Corporation a written notice of the Deferred Payment Date not later than sixty (60) days prior to the expiration of

the applicable Vesting Date (the "**Notification**"). For certainty, Participants shall not be permitted to give any such Notification after the day which is sixty (60) days prior to the expiration of the applicable Vesting Period and a Notification once given may not be changed or revoked.

The Participant shall have no further entitlement other than those provided under the Plan.

12. ALLOTMENT OF SHARES FOR ISSUANCE BY THE CORPORATION

The Corporation shall allot for issuance from treasury such number of Common Shares corresponding to the maximum number of Common Shares that may be deliverable to Participants upon the vesting of all RSUs granted to Participants under this Plan.

Notwithstanding any other provision of this Plan:

a) the maximum number of Common Shares to be issued in settlement of RSUs shall be limited to 10% of the total number of Common Shares outstanding as at the date of grant of RSU when combined with all other Security Based Compensation Arrangements in effect at the time;

b) the maximum number of Common Shares issuable pursuant to outstanding RSUs and all other Security Based Compensation Arrangements, within a 12-month period, to any one consultant must not exceed 2% of the Common Shares outstanding from time to time.

c) the maximum number of Common Shares that may be issued under the outstanding RSUs and any other Security Based Compensation Arrangements, to insiders (as a group) shall not exceed 10% of the number of Common Shares issued at any time. The maximum number of Common Shares that may be issued under the outstanding RSUs and any other Security Based Compensation Arrangements, to insiders (as a group), in any twelve (12) month period, shall not exceed 10% of the number of Common Shares issued at any time; and

d) the maximum number of Common Shares issuable pursuant to outstanding RSUs and all other Security Based Compensation Arrangements, within a 12-month period, to any individual (and any Companies that are wholly owned by that individual) shall not exceed 5% of the Common Shares outstanding from time to time.

13. ADJUSTMENTS TO THE NUMBER OF RSUs

In the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution (other than normal cash dividends) of the Corporation's assets to shareholders or any other change affecting the Common Shares, such adjustments as are required to reflect such change shall be made with respect to the number of RSUs in the accounts maintained for each Participant, provided that no fractional RSUs shall be issued to Participants and the number of RSUs to be issued in such event shall be rounded down to the next whole number of RSUs.

14. UNFUNDED AND UNSECURED PLAN

The Plan shall be unfunded and the Corporation shall not secure its obligations under the Plan. To the extent any individual holds any rights by virtue of a grant under the Plan, such rights (unless otherwise determined by the Board or Committee) shall be no greater than the rights of an unsecured general creditor of the Corporation.

15. RIGHTS OF PARTICIPANTS

a) A Participant shall not have any of the rights or privileges of a shareholder of the Corporation in respect of any Common Shares issuable pursuant to a RSU until the RSU is redeemed, Common Shares are issued on such redemption and certificates representing such Common Shares have been issued and delivered.

b) The RSU, rights and interests of a Participant in respect of the Plan are not transferable or assignable other than by will or the laws of succession to the legal representative of the Participant.

c) Neither participation in the Plan nor any action taken under the Plan shall give or be deemed to give any Participant a right to continued employment with the Corporation and shall not interfere with any right of the Corporation to dismiss any Participant. The payment of any sum of money in cash in lieu of notice of the termination of employment shall not be considered as extending the period of employment for the purposes of the Plan.

16. REORGANIZATION OF THE CORPORATION

The existence of any RSUs shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

In the case of an adjustment to the issued shares of the Corporation following a dividend in shares, an amalgamation, a combination, merger or consolidation, a share-for-share exchange or any other similar change in the capital structure of the Corporation, an adjustment shall be made by the Corporation to the number of RSUs or to the kind of shares that are subject to the issued RSUs, as the case may be. The Board shall make such adjustment which shall be final and binding for purposes of the Plan; notwithstanding the foregoing, any adjustment made under this Section 16, other than in connection with a security consolidation or security split, will be subject to the prior acceptance of the TSX-V.

17. AMENDMENTS, SUSPENSION OR TERMINATION OF THE PLAN

The Board may from time to time amend, suspend or terminate the Plan in whole or in part or amend the terms of RSUs credited in accordance with the Plan. If any such amendment, suspension or termination will materially or adversely affect the rights of a Participant with respect to RSUs credited to such Participant, the written consent of such Participant to such amendment, suspension

or termination shall be obtained. Notwithstanding the foregoing, the obtaining of the written consent of any Participant to an amendment, suspension or termination which materially or adversely affects the rights of such Participant with respect to any credited RSUs shall not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Corporation are listed. Amendments to the terms of the Plan or RSUs are subject to prior TSX-V acceptance.

If the Board terminates the Plan, RSUs previously credited to Participants shall remain outstanding and in effect and be settled in due course in accordance with the terms of this Plan (which shall continue to have effect, but only for such purposes) on the Settlement Date.

18. NO REPRESENTATION OR WARRANTY

The Corporation makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

19. CANADIAN FUNDS

Unless otherwise specifically provided, all references to dollar amounts in the Plan are references to lawful money of Canada.

20. GOVERNING LAW

The Plan and the RSUs granted under the Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable thereto.

21. COMMUNICATIONS

The Corporation shall issue a press release indicating any grants of RSUs under the Plan if the RSUs are granted to directors or officers of the Corporation. The Corporation shall also issue a press release if the grant constitutes a material information under applicable securities legislation.

SCHEDULE A

RSU AGREEMENT

The ●

NAME
ADDRESS OF PARTICIPANT

RE: Restricted Share Units Plan (the "**Plan**")
Grant of Restricted Share Units (the "RSU")

●,

You have been designated as a Participant of the Plan and we are granting you the nontransferable RSUs listed below as of ● (your "**Date of Grant**") in accordance with the Plan to which you will also be subject.

Subject to the terms and conditions of the Plan, this is a summary description of the terms of vesting of the RSU

i. ● RSU of Scandium Canada Ltd. (the "Corporation") are granted to you on the Date of Grant;

ii. the RSU will vest over a period of ● (●) months following their Grant Date (the "Vesting Period"). Additionally, in compliance with these RSU attributions and in addition to the Vesting Period, the RSUs shall vest on the terms and conditions and upon the satisfaction of all the following conditions:

iii. the RSU credited to your account that have vested shall be settled by the Corporation either, in cash by multiplying the number of RSU credited and vested to you at the Settlement Date by the Market Value of a Common Share of the Corporation, either in Common Shares equal to the number of RSU credited and vested to you at the Settlement Date, issued from the treasury of the Corporation, or a combination of cash and Common Shares as determined above

Subject to the terms and conditions of the Plan, as soon as practicable following the applicable Vesting Date, the Corporation shall determine whether the vesting conditions (including performance conditions, if applicable) have been met, determine which method or combination of methods will be used by the Corporation to pay the RSUs and direct management to notify the Participant of the method or combination of methods selected in order for the Participant to receive payment. In addition, the Settlement Date shall be as soon as practicable following the applicable Vesting Date or as directed in the Notification received by the Corporation.

The terms used in this RSU Agreement and which are defined under the Plan have the meaning assigned to them under the Plan, unless the context requires otherwise.

SCANDIUM CANADA LTD.

By:

_____
●,
Participant

_____
●,
[Title]

SCHEDULE "E"

CHARTER OF THE AUDIT COMMITTEE

[SEE ATTACHED CHARTER OF THE AUDIT COMMITTEE]

1. General Objectives

In accordance with its functions, the audit committee (hereinafter referred to as the “Audit Committee”), must encourage the continuous improvement and to see compliance with guidelines, procedures and financial practices of Scandium Canada Ltd. and its subsidiaries (hereinafter collectively referred to as the “Corporation”).

The primary and principal roles of the Audit Committee include acting as an independent and objective party so as to : (i) verify the Corporation’s financial reporting process as well as its internal control procedures; (ii) verify and evaluate the reporting process of the Corporation’s external auditors; (iii) provide better communication between the Corporation’s external auditors and executive management (hereinafter referred to as “Executive Management”) and the board of directors (hereinafter referred to as the “Board of Directors”); and (iv) ensure that the Corporation adopts an appropriate disclosure policy.

The Audit Committee will act as to accomplish its responsibilities by executing the tasks enumerated in section 4 of this Charter.

2. Composition

The Audit Committee shall be composed of a minimum of three directors of the Corporation a majority of which must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation according to Regulation 52-110 respecting Audit Committee (the “Regulation 52-110”).

Even if it is an asset for an efficient and balanced Audit Committee to have diversification in competence and experience among its members, all members shall be financially literate and at least one member of the Audit Committee shall have specialized knowledge in accounting or financial management.

The expression “financially literate” shall mean the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.

A member will be deemed to have “specialized knowledge” if he has professional experience in finance or accounting, a professional accreditation in that field or another experience or background that made him develop specialized knowledge in financial matters.

Members of the Committee will be appointed by the Board of Directors and will hold their function until the next meeting of the Board of Directors following the annual meeting of shareholders or until their successors are duly appointed. Unless the President of the Audit Committee is appointed by all the members of the Board of Directors, members of the Committee will be entitled to appoint a President by way of a majority vote in the presence of all the members of the Audit Committee.

3. Organization

Except as specifically provided herein, or adopted from time to time, the by-laws of the Corporation shall govern the meetings of the Audit Committee. In particular, it is agreed that the Audit Committee shall meet at least four (4) times per year or more if justified by the circumstances. In order to foster open and straightforward communications between key players, the Audit Committee shall meet, at least annually, with Executive Management and the external auditors of the Corporation. These meetings shall be held distinctively and privately in order to discuss any matter that the Audit Committee or each of these groups will consider important or useful.

Moreover, the Audit Committee, or at least its president, shall discuss with the external auditors or the Executive Management at each end period, the whole in order to review the conformity of the quarterly financial statements of the Corporation.

4. Responsibilities and Duties

In order to satisfy its duties and roles, the Audit Committee shall namely:

External Auditors

1. Recommend the appointment of the external auditors to the Board of Directors, who will consider their independence and performance for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation as well as to approve their remuneration, treatment and other compensation to be paid;

2. Review and discuss periodically with the external auditors the relationship between the Corporation and the external auditors in order to analyze the independence and objectivity of the external auditors;

3. Consult at least annually the external auditors, without the attendance of the Executive Management, in order to discuss the internal audit control process of the Corporation and other matters of concern;

4. Require from the external auditors a declaration of independence while filing the annual report and preceding each mandate granted;

5. Evaluate the performance of the external auditors and recommend their replacement if the Audit Committee believe it advisable;

6. For the duration of the annual financial statements review process and before their filing, review independently with the Executive Management and the external auditors any important difficulties incurred during the review process, including any restrictions on the work load completed or the access to required information;

7. Resolve any important disagreements between the Executive Management and the external auditors regarding financial statements;

8. Pre-approve all non-audit services to be provided to the issuer or its subsidiary entities by the issuer’s external auditor. The Audit Committee may delegate to one or more independent members the authority to pre-approve non-audit services but, this pre-approval must be presented to the Audit Committee at its first scheduled meeting following such pre-approval. The Audit Committee satisfies to the pre-approval requirement if it adopts specific policies and procedures for the engagement of the non-audit services, if: (a) the pre-approval policies and procedures are detailed as to the particular service; (b) the Audit Committee is informed of each non-audit service; and (c) the procedures do not include delegation of the Audit Committee's responsibilities to Executive Management;

9. Be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between the Executive Management and the external auditor regarding financial reporting;

10. Review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.

Financial Reporting and Disclosure of Documents

11. Review the integrity of the financial disclosure process in consultation with the external auditors and the Executive Management of the Corporation;

12. Discuss the quality of the accounting principles with the external auditors of the Corporation, including accuracy of the financial information disclosure, highly judgmental areas such as reserves or estimates and the application of accounting principles by Executive Management;

13. In case of changes to accounting principles adopted by the Corporation as suggested by the Executive Management and endorsed by the external auditors, review and submit these changes for approval to the Board;

14. Review with the Executive Management the Corporation's financial statements, MD&A and annual and interim profit or loss press releases before the Corporation publicly discloses this information as well as any report or any other financial information to be disclosed or filed in compliance with the disclosure rules enacted by the regulatory authorities or the disclosure policy of the Corporation;

15. The Audit Committee must be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, other than the public disclosure referred to in the previous paragraph, and must periodically assess the adequacy of those procedures;

16. Review any certificate, report, opinion, letter or correspondence sent by the external auditors of the Corporation and, if applicable, any answers from the Executive Management to the said correspondence;

17. Prepare and recommend annually to the Board of Directors a "Summary of the Audit Committee Practices" to be included in the annual report or in the management proxy circular;

18. Review and reassess the adequacy of this Charter annually and recommend any proposed changes;

Disclosure Policy and other

19. See to the establishment and respect by the Corporation's Executive Management of the disclosure policy regarding; i) financial information; ii) operations, activities, facts or events having a material effect on the Corporation's financial condition;

20. Ensure that the Executive Management acts in compliance with the Corporation's disclosure policy;

21. Establish procedures for the receipt, retention and treatment of complaints received by the issuer regarding accounting, internal accounting controls, or auditing matters; and

22. Establish procedures permitting the confidential, anonymous submission of information by employees regarding questionable accounting or auditing practices;

23. Obtain, without further approval of the Board of Directors, such advice and assistance, including without limitation, the performance of special audits, reviews and other procedures, from independent accounting, legal or other advisors as the Audit Committee determines to be necessary or advisable in connection with the discharge of its duties and responsibilities and to set and pay the compensation for these advisors; and

24. Meets separately with the Executive Management, with the Corporation's internal auditor and with the external auditor.

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