

BIG GOLD INC.

NOTICE OF ANNUAL & SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual general & special meeting (the “**Meeting**”) of holders (“**Shareholders**”) of common shares (the “**Common Shares**”) of Big Gold Inc. (the “**Corporation**”) will be held virtually through the platform of AGM Connect to facilitate an interactive meeting and live online voting for Registered shareholders and duly appointed Proxyholders on Tuesday, May 19, 2026, at 11:00 a.m. (EDT).

The meeting can be accessed at www.AGMCMeeing.com.

The business proposed to be addressed at the meeting is as follows:

- (1) to receive the audited consolidated financial statements of the Corporation as at and for the years ended December 31, 2024 and 2023, together with management discussion and analysis and the report of the Auditors thereon;
- (2) to elect four (4) directors of the Corporation for the ensuing year;
- (3) to consider, and if deemed advisable, to pass with or without variation, a special resolution to approve the Corporation’s restricted share unit plan (the “**RSU Plan**”), as more properly described in the Circular;
- (4) to re-appoint Clearhouse LLP, as the auditors of the Corporation (the “**Auditors**”) for the ensuing year and to authorize the directors of the Corporation to fix the remuneration to be paid to the Auditors; and
- (5) to transact such other business as may properly come before the Meeting or any adjournment thereof.

Additional information relating to the business to be submitted to the Meeting is contained in the management information circular (the “**Circular**”) and forms part of this Notice. Shareholders are directed to read the Circular carefully and in full to evaluate the matters for consideration at the Meeting.

Dated at Toronto, Ontario this 2nd day of April 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) “*Scott Walters*”

SCOTT WALTERS

President & Chief Executive Officer

BIG GOLD INC.

372 Bay Street, Suite 1800, Toronto, ON M5H 2W9, Canada

MANAGEMENT INFORMATION CIRCULAR FOR ANNUAL GENERAL & SPECIAL MEETING OF SHAREHOLDERS

(Containing Information as at April 2, 2026, unless otherwise stated)

SOLICITATION OF PROXIES

This management information circular (the “Circular”) is furnished in connection with the solicitation of Proxies by the management of Big Gold Inc. (the “Corporation”), for use at the annual general & special meeting (the “Meeting”), of the holders (“Shareholders”) of common shares without par value in the capital of the Corporation (the “Common Shares”), to be held on Tuesday, the 19th day of May, 2026, at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment thereof. It is expected that the solicitation of Proxies on behalf of management will be primarily by mail; however, Proxies may be solicited personally or by telephone by the regular officers, employees or agents of the Corporation. The cost of soliciting Proxies on behalf of management will be borne by the Corporation. The Corporation may also reimburse brokers and other persons holding Common Shares in their names or in the name of nominees, for their costs incurred in sending Proxy materials to beneficial owners and obtaining their Proxies or voting instructions.

APPOINTMENT OF PROXIES

The persons named in the enclosed form of proxy are officers and/or directors of the Corporation. Every Shareholder of the Corporation has the right to appoint a person (who need not be a shareholder of the Corporation) other than the persons already named in the enclosed form of proxy to represent such shareholder of the Corporation at the virtual Meeting by striking out the printed names of such persons and inserting the name of such other person AND an email address for contact in the blank space provided therein for that purpose. Shareholders of the Corporation can also appoint a person (who need not be a shareholder of the Corporation) electronically, by selecting ‘Other Appointee’ and completing the form via www.AGMCVote.com. In order to be valid, a proxy must be received by AGM Connect, 1800-372 Bay Street, Toronto, Ontario M5H 2W9 by 11:00 am on May 14, 2026, or in the event of an adjournment or postponement of the Meeting, no later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays in Ontario) before the time for holding the adjourned or postponed Meeting.

Shareholders may also elect to vote electronically in respect of any matter to be acted upon at the Meeting. Votes cast electronically are in all respects equivalent to and will be treated in the exact same manner as, votes cast via a paper form of proxy. To vote electronically, registered shareholders are asked to login to www.AGMCVote.com using their unique 12-digit control number found on the form of proxy. Shareholders should also refer to the instructions on the proxy form for information regarding the deadline for voting shares electronically. If a Shareholder votes electronically he or she is asked not to return the paper form of proxy by mail.

The Proxy must be signed by the Shareholder or by his/her attorney in writing, or, if the Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer.

NON-REGISTERED HOLDERS

Only those Shareholders whose names appear on the central security register of the Corporation (“**Registered Shareholders**”), or the persons they appoint as their Proxies, are permitted to attend and vote at the Meeting. However, in many cases, Common Shares beneficially owned by a holder (a “**Non-Registered Holder**”) are registered either:

- (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the Common Shares, such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; or
- (b) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant.

In accordance with the requirements of NI 54-101, the Corporation has distributed copies of the Notice, this Circular and its form of proxy (collectively, the “**Meeting Materials**”) to the Intermediaries and clearing agencies for onward distribution to Non-Registered Shareholders. Intermediaries are required to forward the Meeting Materials to Non-Registered Shareholders unless the Non-Registered Shareholders have waived the right to receive them. Intermediaries often use service companies to forward the Meeting Materials to Non-Registered Shareholders. Generally, Non-Registered Shareholders who have not waived the right to receive Meeting Materials will either:

- (a) be given a voting instruction form which must be completed and returned by the Non-Registered Shareholder in accordance with the directions printed on the form (in some cases, the completion of the voting instruction form by telephone, facsimile or over the Internet is permitted) or
- (b) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the Non-Registered Shareholder,

but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-Registered Shareholder who wishes to submit a proxy should properly complete the form of proxy and deposit it with AGM Connect, 1800-372 Bay Street, Toronto, Ontario M5H 2W9.

In either case, the purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the Common Shares they beneficially own. Should a Non-Registered Shareholder who receives either a voting instruction form or a form of proxy wish to attend the Meeting and vote in person (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should strike out the names of the persons named in the form of proxy and insert the Non-Registered Shareholder's (or such other person's) name in the blank space provided along with an EMAIL ADDRESS for contact. If you are a Non-Registered Shareholder, and we or our agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. **In either case, Non-Registered Shareholders should carefully follow the instructions of their Intermediaries and their service companies, including those regarding when and where the Voter Information Form ("VIF") or the proxy is to be delivered.**

REVOCATION

A registered shareholder of the Corporation who has submitted a proxy may revoke it by:

- (a) depositing an instrument in writing signed by the registered shareholder or by an attorney authorized in writing or, if the registered shareholder is a corporation, by a duly authorized officer or attorney, either:
 - (i) at the office of AGM Connect, 1800-372 Bay Street, Toronto, ON M5H 2W9, by 11:00 am on May 14, 2026, or in the event of an adjournment or postponement of the Meeting, no later than 48 hours (excluding Saturday, Sunday and holidays in Ontario) before the time for holding the adjournment or postponement Meeting; or
 - (ii) with the Chair of the Meeting prior to commencement of the Meeting on the day of the Meeting;
- (b) transmitting, by telephone at (416) 222-4202 or via email to voteproxy@agmconnect.com, a revocation that complies with (i) or (ii) above and that is signed by electronic signature provided that the means of electronic signature permit a reliable determination that the document was created or communicated by or on behalf of the registered shareholder or the attorney, as the case may be; or
- (c) in any other manner permitted by law.

A Non-Registered Shareholder who has submitted voting instructions to an Intermediary should contact their Intermediary for information with respect to revoking their voting instructions.

VOTING OF PROXIES

The management representatives designated in the enclosed Proxy will vote or withhold from voting the Common Shares in respect of which they are appointed by Proxy on any ballot that may be called for in accordance with the instructions of the Shareholder as indicated on the Proxy and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. **Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of Proxy will vote the shares represented by such form of Proxy, properly executed FOR the matters identified in the notice of Meeting and any other matters which may properly come before the Meeting.**

The enclosed Proxy confers discretionary authority upon the management representatives designated in the Proxy with respect to amendments to or variations of matters identified in the notice of Meeting and with respect to other matters which may properly come before the Meeting. At the date of this Circular, management of the Corporation know of no such amendments, variations or other matters.

VOTE USING THE FOLLOWING METHODS PRIOR TO THE MEETING

	If you have received a PROXY with a 12-DIGIT CONTROL NUMBER from AGM CONNECT		If you have received a PROXY or VIF with a 16-DIGIT CONTROL NUMBER from an INTERMEDIARY
Voting Method	Registered Shareholders (your securities are held in your name in a physical certificate or DRS statement)	Non-Registered Shareholders (your shares are held with a broker, bank or other intermediary)	Non-Registered Shareholders (your shares are held with a broker, bank or other intermediary)
Internet	Click "Vote Proxy" via: www.AGMCVote.com Login using the 12-digit control number provided to you and complete the form to Submit your Proxy		Go to www.proxyvote.com Enter the 16- digit control number printed on the VIF and follow the instructions on screen
Email	Complete, sign and date the proxy form and email to: voteproxy@agmconnect.com		N/A
Telephone	Call +1.855.839.3715 to register your vote for the Meeting		N/A
Mail	Enter your voting instructions, sign, date and return the form to AGM Connect in the enclosed envelope		Enter your voting instructions, sign, date and return completed VIF in the enclosed postage paid envelope

ATTENDING THE MEETING

	If you have received a PROXY with a 12-Digit Control Number from AGM CONNECT		If you have received a PROXY or VIF with a 16-DIGIT CONTROL NUMBER from an INTERMEDIARY
	Registered Shareholders (your securities are held in your name in a physical certificate or DRS statement)	Non-Registered Shareholders (your shares are held with a broker, bank or other intermediary)	Non-Registered Shareholders (your shares are held with a broker, bank or other intermediary)
PRIOR TO THE MEETING	N/A	Appoint yourself as proxyholder on your proxy and follow the instructions at: www.AGMCVote.com	Appoint yourself as proxyholder as instructed herein and on the VIF.
	N/A	Following the proxy cut-off date, your appointed proxyholder will be provided with a 12-Digit Control Number	After submitting your proxy appointment, you MUST contact AGM Connect to obtain a 12-Digit Control Number at +1.855.839.3715 or support@agmconnect.com
JOINING THE VIRTUAL MEETING	At least 15 minutes prior to start of the Meeting, Register and login at www.AGMCMeeting.com Registered Shareholders or validly appointed Proxyholders will need to provide AGM Connect the 12-Digit Control Number		

FORWARD-LOOKING STATEMENTS

Certain statements in this Circular that are not statements of historical fact, including statements relating to each as more particularly described herein, may constitute "forward-looking statements". Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the Corporation's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. When used in this Circular, such statements use such words as "may", "will", "expect", "believe", "plan", "intend", "should", "anticipate" and other similar terminology. These statements reflect current assumptions and expectations regarding future events and operating performance as of the date of this Circular. Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or results, and will not necessarily be accurate indications of whether or not such results will be achieved. A number of factors could cause actual results to vary significantly from the results discussed in the forward-looking

statements. Although the forward-looking statements contained in this Circular are based upon what management believes are reasonable assumptions, there can be no assurance that actual results will be consistent with such forward-looking statements. All forward-looking statements are made as of the date of this Circular, and the Corporation assumes no obligation to update or revise them to reflect new events or circumstances. Accordingly, readers should not place undue reliance on forward-looking statements.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized share capital of the Corporation consists of an unlimited number of Common Shares. The record date for the determination of Shareholders entitled to receive notice of the Meeting has been fixed at April 2, 2026 (the “**Record Date**”). As at the Record Date, the Corporation has 67,291,407 Common Shares issued and outstanding.

Each Common Share entitles the holder thereof to one vote on all **MATTERS** to be **ACTED UPON** at the Meeting. All such holders of record of Common Shares on the Record Date are entitled either to attend and vote thereat in person the Common Shares held by them or, provided a completed and executed Proxy shall have been delivered to AGM Connect at 1800-372 Bay Street, Toronto, Ontario M5H 2W9, within the time specified in the notice of Meeting, to attend and to vote thereat by Proxy the Common Shares held by them.

To the knowledge of the directors and executive officers of the Corporation, as of the date hereof, no person or company beneficially owns, controls or directs, directly or indirectly, voting securities of the Corporation carrying 10% or more of the voting rights attached to all outstanding Common Shares.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as otherwise disclosed herein, none of:

- (a) the directors or senior officers of the Corporation at any time since the beginning of the last financial year of the Corporation;
- (b) the proposed nominees for election as a director of the Corporation; or
- (c) any associate or affiliate of the foregoing persons, have any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matters to be acted upon at the Meeting other than the election of directors.

PARTICULARS OF MATTERS TO BE ACTED UPON

ELECTION OF DIRECTORS

At the Meeting, the following four (4) persons named hereunder will be proposed for election as directors of the Corporation. Management does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the accompanying Proxy to vote the Proxy for the election of any other person or persons in place of any nominee or nominees unable to serve. Each director elected will hold office until the close of the next annual Meeting of Shareholders of the Corporation, or until his successor is duly elected unless prior thereto, he resigns or his office becomes vacant by reason of death or other cause. Although Management is nominating four (4) individuals to stand for election, the names of further nominees for directors may come from the floor at the Meeting.

Shareholders have the option to: (i) vote for all of the directors of the Corporation listed in the table below; (ii) vote for some of the directors and withhold for others; or (iii) withhold for all of the directors. **The Board recommends that Shareholders vote FOR the election of each of the proposed nominees set forth below as directors of the Corporation.**

The following table sets forth the name of all persons proposed to be nominated for election as directors, their place of residence, position held, and periods of service with the Corporation or any of its affiliates, as well as their principal occupations and the approximate number of Common Shares beneficially owned, controlled or directed, directly or indirectly by them. The information as to Common Shares beneficially owned, directly or indirectly or over which control or direction is exercised, not being with the knowledge of the Corporation, has been furnished by the respective nominees individually.

Name, Province or State & Country of Residence, and Position(s) with the Corporation	Principal Occupation, Business or Employment for Past 5 Years	Term of Office	Number and Percentage of Common Shares ⁽¹⁾ Beneficially Owned or Controlled Directly or Indirectly
Scott Walters Ontario, Canada President, CEO and Director	President, CEO & Director of the Corporation CEO of Big Concentrates (2019 to Present), VP/Director of Supreme Cannabis (2016 to 2019)	Director (June 1, 2021 to present) President and CEO (June 1, 2021 to present)	1,500,000 2.23%
John Fowler Ontario, Canada Director	CEO of MBody AI Corp. (2025 – Present) CEO of Balise Ventures (2020 – 2025)	Director Nominee	875,000 1.30 %
Glenn Thibeault Toronto, Canada Director	Executive Director, Government Affairs & Policy, Diabetes Canada (Feb. 2023 to Present) Principal, G.E.T Strategy (Sept. 2018 to Present) Director Government Affairs, JUUL Labs Canada (2019 to 2022)	Director (Nov. 7, 2022 to present)	NIL
Peter Ball British Columbia, Canada Director	President and CEO, Silver Hammer Corp. (2025 to present) President and COO, Noram Lithium Corp. (2021 to 2023)	Director (Mar. 16, 2022 to present)	NIL
TOTAL			2,375,000 3.53%

Notes:

(1) As at the date this Circular and based upon 67,291,407 issued and outstanding Common Shares (the “Shares”).

Directors also control 2,900,000 options to purchase Common Shares described in greater detail under the heading “Options to Purchase Securities”. None of the directors or officers of the Corporation has the right to acquire any additional securities pursuant to conversion privileges or other rights. No Common Shares are pledged as security.

As of the date of the Circular, the directors and officers of the Corporation, as a group, directly or indirectly, beneficially own 2,375,000 Common Shares of the Corporation, representing 3.53 % of the issued and outstanding Common Shares of the Corporation on an undiluted basis. See “Principal Shareholders”.

Management of the Corporation

The following are descriptions of the background of the directors and officers of the Corporation, including a description of each individual’s principal occupation(s) within the past five years. None of the Corporation’s directors or officers are employees of the Corporation, and none of the Corporation’s directors or officers have entered into non-competition or non-disclosure agreements with the Corporation.

Scott Walters, President, Chief Executive Officer and Director (age 53), has been President, CEO and a director of the Corporation since June 1st, 2001. He has over 25 years of investment banking and finance experience across natural resource and technology sectors in North America. Mr. Walters is also the co-founder and Chief Executive Officer of Big Concentrates Co., a leading concentrates brand in Canada and formerly a Director and VP of Supreme Corporation.

Alex Pekurar, Chief Financial Officer (52), is currently Chief Financial Officer of EV Minerals Corp, a public mining company. Mr. Pekurar has over 20 years of accounting and management experience including CFO of UpSnap Inc, a public adtech company, CFO of Antares Gaming Corp, a private esports company, CFO of Opera Event Corp, a private media company, and VP Finance of Jasper Commerce Inc, a public SaaS company. In his community Mr. Pekurar served as treasurer of Street Haven at the Crossroads, an emergency shelter for women. Mr. Pekurar attained his CPA designation at RSM Canada, where he focused on public company reporting including helping public companies transition to international reporting standards (IFRS). He holds a Bachelor of Applied Science in Computer Engineering from the University of Toronto and a Master of Management and Professional Accounting from the Rotman School of Management at the University of Toronto. His focus is on leading organizations through time-sensitive and stressful initiatives such as acquisitions, divestitures, financings and public listings.

John Fowler, Director (age 38), is a Toronto-based entrepreneur, corporate lawyer, and public company executive with a track record of building and scaling businesses from early stage to exit. He founded The Supreme Cannabis Company,

growing it to approximately \$76 million in revenue before its acquisition by Canopy Growth for approximately \$435 million. He currently serves as CEO of MBody AI Corp., a technology company deploying autonomous robotic systems for Fortune 500 and blue chip enterprise customers in gaming, hospitality, and healthcare. MBody is completing a reverse merger with Check-Cap Ltd. (NASDAQ: MBI), expected to close in H1 2026, subject to customary closing conditions. John holds a J.D. from the University of Ottawa, where he graduated Summa Cum Laude.

Peter Ball, Director (age 58), brings a progressive track record of proven leadership experience covering more than thirty years in the mining and finance sectors. He has demonstrated competencies in the resource industry on an international level and held various senior management roles with precious and base metals mining companies in mine engineering, corporate finance, securities trading, business development, corporate communications, public relations and marketing functions. Mr. Ball began his career in the late 1980s working as a mining engineer at Sherritt Gordon Mines, Hudson Bay Mining and Smelting and Echo Bay Mines. Commencing in the 1990s, he has held various management and senior executive and corporate roles for numerous companies, including Eldorado Gold, RBC Dominion Securities, Adriana Resources, Century Mining, Argentex Mining, Columbus Gold, Redstar Gold, NV Gold, and most recently Noram Lithium. Mr. Ball has led and assisted in raising over \$250 million in capital in the resource sector, is a graduate of the Haileybury School of Mines, Georgian Business College, UBC's Canadian Securities Course and is a member of CIMM. Mr. Ball is also the President, CEO and Director of Silver Hammer Mining Corp. (CSE: HAMR).

Glenn Thibeault, Director (age 56), Hon. Glenn Thibeault E.C.O. is a seasoned government affairs and policy expert with nearly 30 years of experience in politics, energy, natural resources, and community leadership. Currently serving as Executive Director of Government Affairs and Policy for Diabetes Canada, he leverages his extensive regulatory and political expertise to drive impactful health and economic initiatives. Glenn's background includes roles as Ontario's Minister of Energy, a Member of Parliament and Provincial Parliament for Sudbury, and board positions in mining and nonprofit sectors. His pragmatic, results-oriented approach and commitment to sustainable development make him a valuable partner in advancing strategic opportunities across Canada.

Cease Trade Orders, Bankruptcies or Sanctions

Except as specified below, as at the date of this Circular, and within the last 10 years before the date of this Circular, neither the CEO or CFO, nor any director (or any of their personal holding companies) of the Corporation was a director, CEO or CFO of any company (including the Corporation) that:

- (a) was subject to a cease trade or similar order or an order denying the relevant company access to any exemptions under securities legislation, for more than 30 consecutive days while that person was acting in the capacity as director, CEO or CFO;
- (b) was the subject of a cease trade or similar order or an order that denied the issuer access to any exemption under securities legislation in each case for a period of 30 consecutive days, that was issued after the person ceased to be a director, CEO or CFO in the company and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO;
- (c) was a director or an executive officer of any company, including the Corporation, that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (d) has within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager as trustee appointed to hold the assets of that individual.

Alex Pekurar is a director of Mijem Newcomm Tech Inc, which was issued a cease trade order on December 4, 2024, by the Ontario Securities Commission for failure to file its 2024 annual financial statements in a timely manner. The order was revoked on December 19, 2025, after the company filed the outstanding documents.

Penalties or Sanctions

No director, officer, insider or promoter of the Corporation or a Shareholder holding a sufficient number of securities of the Corporation to affect materially the control of the Corporation, has: (a) been subject to any penalties or sanctions imposed by a court relating to securities legislation or by any securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) been subject to any other penalties or sanctions imposed by a court or regulatory body or self-regulatory authority that would be likely to be considered important to a reasonable investor making an investment decision.

Conflicts of Interest

There are potential conflicts of interest to which the directors, officers, insiders and promoter of the Corporation will be subject in connection with the operations of the Corporation. Some of the directors, officers, insiders and promoter are engaged in and will continue to be engaged in corporations or businesses which may be in competition with the business of the Corporation. Accordingly, situations may arise where the directors, officers, insiders and promoter will be in direct competition with the Corporation. The directors and officers of the Corporation are required by law to act in the best interests of the Corporation. They have the same obligations to the other companies in respect of which they act as directors and officers. Discharge by the directors and officers of their obligations to the Corporation may result in a breach of their obligations to the other companies, and in certain circumstances this could expose the Corporation to liability to those companies. Similarly, discharge by the directors and officers of their obligations to the other companies could result in a breach of their obligation to act in the best interests of the Corporation. Such conflicting legal obligations may expose the Corporation to liability to others and impair its ability to achieve its business objectives. None of the directors or officers of the Corporation have entered into non-competition or non-disclosure agreements with the Corporation. Conflicts, if any, will be subject to the procedures and remedies as provided under the BCBCA, the policies of the CSE, and applicable securities laws, regulations and policies.

APPOINTMENT AND REMUNERATION OF AUDITORS

At the Meeting, the Board proposes to re-appoint Clearhouse LLP (“**Clearhouse**”), of 2560 Matheson Blvd. East, Suite 527, Mississauga, Ontario, L4W 4Y9, as Auditors of the Corporation and to authorize remuneration to be fixed by the Board. Clearhouse will hold office until the next Annual General Meeting of the Shareholders or until its successor is appointed.

The Board recommends that Shareholders vote FOR the re-appointment of Clearhouse as Auditor of the Corporation.

RESTRICTED SHARE UNIT PLAN

The board has determined that it is advisable to adopt a restricted share unit plan (the “RSU plan”), a copy of which is attached as Schedule “D” to this circular, which it believes is in the best interests of the Corporation and shareholders. The RSU plan will supplement the Corporation’s existing plan. Restricted share units granted under the RSU plan will be governed by the terms of the RSU plan.

An RSU is an award in the nature of a bonus for services rendered and that upon settlement, entitles the recipient to receive cash, common shares or a combination of both, in the discretion of the corporation. The board may establish conditions and vesting provisions, including performance criteria, as set out in a participant’s restricted share unit grant letter (as defined in the RSU plan), which may not be identical for all RSUs. The following is a description of the key terms of the RSU plan, which is qualified in its entirety by reference to the full text of the RSU plan.

Purpose, Administration and Eligible Participants

The purpose of the RSU Plan is to aid in attracting, retaining and motivating the officers, employees and consultants (“Participants”) in the growth and development of the Corporation, align their interests with shareholders and focus them on performance and long-term shareholder value.

The RSU Plan will be administered by the Board. The terms and conditions of RSUs awarded pursuant to the RSU Plan, from time to time, are determined by the Board at the time of the award, subject to the defined parameters of the RSU Plan.

Payment in Respect of RSUs

On the Vesting Date, the Corporation, at its sole and absolute discretion, shall have the option of settling the Award Value payable in respect of an RSU by any of the following methods or by a combination of such methods:

- a) payment in cash;
- b) payment in Shares acquired by the Corporation on the Exchange; or
- c) payment in Shares issued from the treasury of the Corporation.

Limitations on Awards

The RSU Plan provides the follow limitations on awards of RSUs:

- a) the maximum number of Shares issuable pursuant to outstanding RSUs at anytime shall be limited to 10% of the aggregate number of issued and outstanding Shares, less the number of Shares issuable pursuant to all other security based compensation arrangements;
- b) the number of Shares reserved for issuance to any one Participant under all security based compensation

arrangements will not exceed 5.0% of the issued and outstanding Shares;

- c) the number of Shares issuable to Insiders, at any time, under all security based compensation arrangements, shall not exceed 10.0% of the issued and outstanding Shares; and
- d) the number of Shares issued to Insiders, within any one year period, under all security based compensation arrangements, shall not exceed 10.0% of the issued and outstanding Shares.

Effect of Termination on Restricted Share Unit Awards

Pursuant to the RSU Plan, in the event of the Participant's:

- a) Voluntary Resignation or Involuntary Termination: All of the Participant's unvested RSUs are immediately forfeited and cancelled on the termination date.
- b) Termination Due to Death: All of the Participant's unvested RSUs will vest on the date of the Participant's death. The value to which the Participant would otherwise be entitled shall be paid to or for the benefit of the Participant's estate.

Change of Control

In the event of a Change of Control (as described in the RSU Plan), all RSUs outstanding that are held by a Participant shall immediately vest on the date prior to such Change of Control notwithstanding any other restrictions or conditions imposed in the applicable RSU grant.

Shareholder Approval of the RSU Plan

At the meeting, shareholders of the corporation will be asked to consider, and if deemed advisable, to pass, with or without variation, a resolution (the "RSU plan resolution") confirming and approving the RSU plan.

In order to be passed, the RSU plan resolution requires the approval of a majority of the votes cast thereon by shareholders of the corporation present in person or represented by proxy at the meeting. **The board recommends that shareholders vote FOR the RSU plan resolution.** Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote for the RSU plan resolution.

OTHER MATTERS

Management of the Corporation knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the notice of Meeting accompanying this Circular. However, if any other matter properly comes before the Meeting, the form of Proxy furnished by the Corporation will be voted on such matters in accordance with the best judgment of the persons voting the Proxy.

EXECUTIVE COMPENSATION

INTRODUCTION

Pursuant to the requirements of Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*, all direct and indirect compensation provided to certain executive officers, and directors for, or in connection with, services they have provided to the Corporation or a subsidiary of the Corporation must be disclosed in this form. The Corporation is required to disclose annual and long-term compensation for services in all capacities to the Corporation and its subsidiaries for the two most recently completed financial years in respect of the individuals comprised of the Chief Executive Officer ("CEO"), the Chief Financial Officer ("CFO") and the most highly compensated executive officers of the Corporation whose individual total compensation for the most recently completed financial year exceeds \$150,000, and any individual who would have satisfied these criteria but for the fact that the individual was not serving as an officer at the end of the most recently completed financial year (the "Named Executive Officers" or "NEOs"). Director and NEO compensation has been disclosed based on requirements of Form 51-102F6V under the tables below as follows:

- (1) Table of compensation excluding compensation securities; and
- (2) Table of stock options and other compensation securities.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION, EXCLUDING COMPENSATION SECURITIES

The following table states the names of each NEO and director and his annual compensation, consisting of salary, consulting fees, bonuses and other annual compensation, excluding compensation securities, for each of the Corporation's three most recently completed financial years.

Table of compensation excluding compensation securities							
Name and position	Year	Consulting fees	Bonus	Committee or meeting fees	Value of perquisites	Value of other compensation	Total compensation
Scott Walters ⁽¹⁾ , Director, President & CEO	2025	60,000	N/A	N/A	N/A	N/A	60,000
	2024	60,000	N/A	N/A	N/A	N/A	60,000
	2023	60,000	N/A	N/A	N/A	N/A	60,000
Alex Pekurar ⁽²⁾ , CFO	2025	N/A	N/A	N/A	N/A	N/A	N/A
	2024	N/A	N/A	N/A	N/A	N/A	N/A
	2023	N/A	N/A	N/A	N/A	N/A	N/A
Bob Leshchyshen ⁽³⁾ Former Director	2025	NIL	N/A	N/A	N/A	N/A	NIL
	2024	NIL	N/A	N/A	N/A	N/A	NIL
	2023	NIL	N/A	N/A	N/A	N/A	NIL
Peter Ball ⁽⁴⁾ , Director	2025	NIL	N/A	N/A	N/A	N/A	NIL
	2024	NIL	N/A	N/A	N/A	N/A	NIL
	2023	NIL	N/A	N/A	N/A	N/A	NIL
Glenn Thibeault ⁽⁵⁾ , Director	2025	NIL	N/A	N/A	N/A	N/A	NIL
	2024	NIL	N/A	N/A	N/A	N/A	NIL
	2023	NIL	N/A	N/A	N/A	N/A	NIL
Jennifer McGuinty ⁽⁷⁾ , Former CFO	2025	24,000	N/A	N/A	N/A	N/A	24,000
	2024	24,000	N/A	N/A	N/A	N/A	24,000
	2023	2,000	N/A	N/A	N/A	N/A	2,000
David Bhumgara ⁽⁶⁾ , Former CFO	2025	NIL	N/A	N/A	N/A	N/A	NIL
	2024	NIL	N/A	N/A	N/A	N/A	NIL
	2023	22,000	N/A	N/A	N/A	N/A	22,000

Notes:

- (1) Mr. Walters became an executive officer and director on June 1, 2021.
- (2) Mr. Pekurar became an officer of the Corporation on February 11, 2026. Mr. Pekurar receives his consulting fees through Grove Corporate Services.
- (3) Mr. Leshchyshen became a director of the Corporation on July 1, 2021 and won't stand for re-election this year.
- (4) Mr. Ball became a director of the Corporation on March 16, 2021.
- (5) Mr. Thibeault became a director of the Corporation on November 7, 2022.
- (6) Mr. Bhumgara became an officer of the Corporation on September 1, 2021 and resigned from his position on November 20, 2023. Mr. Bhumgara received his consulting fees through Grove Corporate Services.
- (7) Ms. McGuinty became an officer of the Corporation on November 30, 2023 and resigned on February 11, 2026 . Ms. McGuinty received her consulting fees through Grove Corporate Services.

INCENTIVE PLAN AWARDS

The following table states all option-based awards for each NEO and director. The value vested is the difference between the exercise price on the vesting date and the market price on the date of grant. The value of unexercised in the money options is the difference between the exercise price and the market price at year-end. At year end 2025 there was no value of unexercised in the money options as the market price at year end was below the exercise price of all existing options. The Corporation did not grant any share-based awards.

Table of option-based awards to purchase Common Shares						
Name and position	No. of compensation securities, & %-age of class ⁽¹⁾	Date of grant	Issue conversion or exercise price	Value of vested options granted in each year	Value of unexercised in the money options	Expiry date
Scott Walters, Director, President & CEO	150,000	Mar. 10, 2022	\$0.20	NIL	NIL	Mar. 10, 2027
	200,000	Feb. 10, 2025	\$0.05	NIL	NIL	Feb. 10, 2030
	450,000	Mar. 24, 2026	\$0.05	NIL	NIL	Mar. 24, 2031
	1.19%					
Bob Leshchysheh, Director	200,000	Mar. 10, 2022	\$0.20	NIL	NIL	Mar. 10, 2027
	225,000	Feb. 10, 2025	\$0.05	NIL	NIL	Feb. 10, 2030
	250,000	Mar. 24, 2026	\$0.05	NIL	NIL	Mar. 24, 2031
	1.00%					
Peter Ball, Director	150,000	Mar. 10, 2022	\$0.20	NIL	NIL	Mar. 10, 2027
	225,000	Feb. 10, 2025	\$0.05	NIL	NIL	Feb. 10, 2030
	250,000	Mar. 24, 2026	\$0.05	NIL	NIL	Mar. 24, 2031
	0.93%					
Glenn Thibeault, Director	225,000	Feb. 10, 2025	\$0.05	NIL	NIL	Feb. 10, 2030
	250,000	Mar. 24, 2026	\$0.05	NIL	NIL	Mar. 24, 2031
	0.71%					
John Fowler, Director Elect	225,000	Feb. 10, 2025	\$0.05	NIL	NIL	Feb. 10, 2030
	100,000	Mar. 24, 2026	\$0.05	NIL	NIL	Mar. 24, 2031
	0.48%					

Notes

- (1) The number of underlying common shares is identical to the number of options for each NEO and the percentage of class calculation is based on 67,291,407 issued and outstanding Common Shares (calculated on a fully diluted basis) as of the date of this Circular.

STOCK OPTION PLANS AND OTHER INCENTIVE PLANS

The Corporation created a stock option plan that was approved by the Board on February 28, 2022 (the “**Stock Option Plan**”). The purpose of the Stock Option Plan is to assist the Corporation in attracting, retaining and motivating directors, officers, employees and consultants (together, “**service providers**”) of the Corporation and of its affiliates and to closely align the personal interests of such service providers with the interests of the Corporation and its Shareholders.

The Stock Option Plan provides that the aggregate number of Common Shares reserved for issuance pursuant to options granted under the Stock Option Plan will not exceed 10% of the number of Common Shares of the Corporation issued and outstanding from time to time.

The Stock Option Plan is administered by the Board, which has full and final authority with respect to the granting of all options thereunder subject to the express provisions of the Stock Option Plan.

Options may be granted under the Stock Option Plan to such directors, employees, consultants or management company

employees of the Corporation and its subsidiaries, if any, as the Board may from time to time designate. Option exercise prices will be determined by the Board, but will, in no event, be lower than the greater of the closing market prices of the underlying securities on (a) the trading day prior to the date of grant of the stock options, and (b) the date of grant of the stock options. The Stock Option Plan complies with National Instrument 45-106 *Prospectus Exemptions* and provides that the number of Common Shares which may be reserved for issuance on a yearly basis to any one related person upon exercise of all stock options held by such individual may not exceed 5% of the issued Common Shares calculated at the time of grant. Moreover, the Corporation cannot issue grants to related persons if in the aggregate their grants would, on a fully diluted basis, exceed 10% of the issued and outstanding Common Shares of the Corporation.

The Stock Option Plan is currently the Corporation's only equity compensation plan. As of the date of this Circular, the Corporation has 6,635,000 options outstanding to purchase Common Shares. The following table is a summary setting out the options outstanding that have been granted to directors, officers, employees, consultants or others as at the date of this Circular:

Table of stock options granted and outstanding					
Group	Options to purchase common shares	Exercise Price	Expiry Date	Grant Date	Closing Price on day of grant
Executive officers	800,000	Various ¹	Various	Various	Various
Directors ⁽²⁾	2,100,000	Various	Various	Various	Various
Consultants	3,735,000	Various	Various	Various	Various
Total	6,635,000				

Notes

- (1) The Corporation granted options as per the below:
 \$0.20, March 10, 2027, March 10, 2022
 \$0.05, February 10, 2030, February 10, 2025
 \$0.05, March 24, 2031, March 11, 2026
- (2) This accounts for current directors and nominees that are not also executive officers of the Corporation.

EMPLOYMENT, CONSULTING AND MANAGEMENT AGREEMENTS

Management of the Corporation is performed by the directors and officers of the Corporation and not by any other person. There are consulting agreements in place with Scott Walters (CEO) and Grover Corporate Services ("Grove")(CFO).

The consulting agreement with Grove can be terminated with 90 days notice. The consulting agreement with Mr. Walters includes the following terms:

- (1) In the event of termination without cause, Mr. Walters will receive 12 months pay (\$70,000), and
- (2) In the event of a termination resulting from a change of control, Mr. Walters will receive 24 months pay (\$140,000).

OVERSIGHT AND DESCRIPTION OF DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

Given the Corporation's size and stage of operations, it has not appointed a compensation Committee or formalized any guidelines with respect to compensation at this time. The amounts paid to the NEOs are determined by the independent Board members. The Board determines the appropriate level of compensation reflecting the need to provide incentives and compensation for the time and effort expended by the Corporation's executives, while taking into account the financial and other resources of the Corporation.

PENSION PLAN BENEFITS FOR NEOS

As of the date of this Circular, the Corporation does not maintain any defined benefit plans, defined contribution plans or deferred compensation plans.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION

For information regarding securities authorized for issuance under equity compensation, please see "Executive Compensation - Stock Option Plans and Other Incentive Plans."

EQUITY COMPENSATION PLAN INFORMATION

The following table provides details of the equity securities of the Corporation authorized for issuance as of the Circular pursuant to the Stock Option Plan currently in place:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	6,635,000	\$0.08	94,141
Equity compensation plans not approved by securityholders	NIL	NIL	NIL
Total	6,635,000	\$0.08	94,141

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

None of the directors or officers of the Corporation or any of their respective associates or affiliates has been indebted to the Corporation as at the date of this Circular or at any time since the date of the Corporation's incorporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For purposes of the following discussion, "**Informed Person**" means: (a) a director or executive officer of the Corporation; (b) a director or executive officer of a person or Corporation that is itself an Informed Person or a subsidiary of the Corporation; (c) any person or Corporation who beneficially owns, directly or indirectly, voting securities of the Corporation or who exercises control or direction over voting securities of the Corporation or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation, other than the voting securities held by the person or Corporation as underwriter in the course of a distribution; and (d) the Corporation itself if it has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

Except as disclosed below, elsewhere herein or in the notes to the Corporation's financial statements for the financial year-ended December 31, 2025, none of:

- a) the Informed Persons of the Corporation;
- b) the proposed nominees for election as a director of the Corporation; or
- c) any associate or affiliate of the foregoing persons,

has any material interest, direct or indirect, in any transaction since the commencement of the last financial year of the Corporation or in a proposed transaction which has materially affected or would materially affect the Corporation or any subsidiary of the Corporation.

APPOINTMENT OF AUDITOR

The auditor of the Corporation is Clearhouse LLP.

CORPORATE GOVERNANCE AND AUDIT COMMITTEES

The information required to be disclosed by National Instrument 58-101 *Disclosure of Corporate Governance* and National Instrument 52-110 *Audit Committees* is attached to this Circular as Schedules "A" and "B", respectively.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Other than the above and as set out in the Notice, management of the Corporation knows of no other matters to come before the Meeting. If any other matters that are not currently known to management should properly come before the Meeting, the accompanying form of Proxy confers discretionary authority upon the persons designated therein to vote on such matters in accordance with their best judgment.

REGISTRAR AND TRANSFER AGENT

The registrar and transfer agent for the Corporation is Integral Transfer Agency Inc. through its office located in Toronto, Ontario.

ADDITIONAL INFORMATION

Copies of this Circular, the comparative audited annual financial statements of the Corporation for the years ended December 31, 2024 and December 31, 2023 and MD&A for the year ended December 31, 2024 may be obtained on SEDAR at www.sedarplus.ca or free of charge from the Corporation upon request from the Chief Executive Officer of the

Corporation, at 401 Bay Street, Suite 2702, Toronto, ON M5H 2Y4, or by telephone at 416 862-7003 and such documents will be sent by mail or electronically by email as may be specified at the time of the request. Financial information on the Corporation is provided in the Corporation's comparative audited annual financial statements and accompanying MD&A for the year ended December 31, 2024.

BOARD APPROVAL

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

DATED at Toronto, Ontario, this 2nd day of April, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "*Scott Walters*"

SCOTT WALTERS

President & CEO

SCHEDULE "A"

BIG GOLD INC. (the "Corporation")

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

GENERAL

Corporate governance refers to the policies and structure of the Board of a company whose members are elected by and are accountable to the shareholders of the company. Corporate governance encourages establishing a reasonable degree of independence of the Board from executive management and the adoption of policies to ensure the Board recognizes the principles of good management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making.

Effective June 30, 2005, National Instrument 58-101 *Disclosure of Corporate Governance Practices* ("NI 58-101") and National Policy 58-201 *Corporate Governance Guidelines* ("NP 58-201") were adopted in each of the provinces and territories of Canada. NI 58-101 requires issuers to disclose the corporate governance practices that they have adopted. NP 58-201 provides guidance on corporate governance practices. This disclosure below sets out the Corporation's approach to corporate governance and describes the measures taken by the Corporation to comply with NI 58-101.

BOARD OF DIRECTORS

Directors are considered to be independent if they have no direct or indirect material relationship with the Corporation. A "material relationship" is a relationship which could, in the view of the Corporation's Board, be reasonably expected to interfere with the exercise of a director's independent judgment.

The Corporation's Board facilitates its exercise of independent judgement in carrying out its responsibilities by carefully examining issues and consulting with outside counsel and other advisors in appropriate circumstances. The Corporation's Board requires management to provide complete and accurate information with respect to the Corporation's activities and to provide relevant information concerning the industry in which the Corporation operates in order to identify and manage risks. The Corporation's Board is responsible for monitoring the Corporation's officers, who in turn are responsible for the maintenance of internal controls and management information systems.

The following member of the Board is non-independent: Scott Walters.

The following members of the Board are independent: Bob Leshchyshen, Peter Ball and Glenn Thibeault.

DIRECTORSHIPS

The following directors of the Corporation are currently directors of other reporting issuers:

Director	Reporting Issuer:	Exchange Listed on: Symbol
Scott Walters	Maxus Mining	CSE: MAXM
Bob Leshchyshen	Kingsview Minerals	CSE : KVM
Peter Ball	Silver Hammer Mining Corp.	CSE : HAMR

ORIENTATION AND CONTINUING EDUCATION

When new directors are appointed, they receive an orientation, commensurate with their previous experience, on the Corporation's properties, business, technology and industry and on the responsibilities of directors.

Board meetings may also include presentations by the Corporation's management and employees to give the directors additional insight into the Corporation's business.

ETHICAL BUSINESS CONDUCT

The Board has found that the fiduciary duties placed on individual directors by the Corporation's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual directors' participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Corporation. Further, the Corporation's auditor has full and unrestricted access to the Audit Committee at all times to discuss the audit of the Corporation's financial statements and any related findings as to the integrity of the financial reporting process.

NOMINATION OF DIRECTORS

The Corporation's management is continually in contact with individuals involved in the mineral exploration industry and public-sector resource issuers. From these sources, the Corporation has made numerous contacts and continues to consider nominees for future board positions. The Corporation conducts diligence and reference checks on any suitable candidate. New nominees must have a track record in general business management, special expertise in the area of strategic interest to the Corporation, the ability to devote the time required and willingness to serve. The Board does not currently have a nominating committee.

COMPENSATION

The Board as a whole determines the salary and benefits of the executive officers and directors of the Corporation, as well as the Corporation's general compensation structure, policies and programs.

OTHER BOARD COMMITTEES

The Board currently has no other committees other than the Audit Committee.

ASSESSMENTS

The Board works closely with management, and, accordingly, the Board is in a position to assess the performance of individual directors on an ongoing basis.

SCHEDULE "B"

BIG GOLD INC. (the "Corporation")

FORM 52-110F2 - AUDIT COMMITTEE DISCLOSURE

Pursuant to National Instrument 52-110 *Audit Committees* ("NI 52-110"), the Corporation is required to have an Audit Committee. The general function of the Audit Committee is to review the overall audit plan and the Corporation's system of internal controls, to review the results of the external audit and to resolve any potential dispute with the Corporation's Auditor. In addition, the Audit Committee must review and report to the directors of the Corporation on the financial statements of the Corporation and the Auditor's report before they are published.

The Audit Committee's Charter

The Audit Committee Charter of the Corporation is attached hereto as Schedule "C".

Composition of the Audit Committee

At a meeting of the Corporation's Board on November 4, 2022, the Board approved an audit committee (the "**Audit Committee**"). The Audit Committee is expected to comprise of the members below. Bob Leshchyshen currently serves as the Chair of the Audit Committee but won't stand for re-election this year.

Audit Committee Member	Title	Independent or Not	Financially Literate
John Fowler	Director	Yes	Yes
Peter Ball	Director	Yes	Yes
Glenn Thibeault	Director	Yes	Yes

A member of the Audit Committee is independent if the member has no direct or indirect material relationship with the Corporation. A material relationship means a relationship which could, in the view of the Corporation's Board, reasonably interfere with the exercise of a member's independent judgment.

A member of the Audit Committee is considered financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation.

RELEVANT EDUCATION AND EXPERIENCE

In addition to each member's general business experience, the education and experience of each Audit Committee member that is relevant to the performance of his responsibilities as an Audit Committee member is as follows:

John Fowler – John Fowler is an entrepreneur and corporate lawyer with extensive experience in scaling businesses and navigating public company governance. He is currently CEO of MBody AI, advancing autonomous robotics technology, and has a proven track record in M&A, capital markets, and complex stakeholder management.

Peter Ball – Mr. Ball has over 30 years of extensive experience at all levels of mining leadership. Throughout Mr. Ball's career, he has held various senior management roles with international mining companies including securities trading, corporate finance and business development. He has held numerous senior executive roles for several publicly-traded mineral production companies. Mr. Ball is a graduate of the Haileybury School of Mines, Georgian Business College, UBC's Canadian Securities Course, and is a member of CIMM.

Glenn Thibeault - Mr. Thibeault has over 20 years of experience in both the public and private sector. As a federal MP he served on numerous committees including Finance, Public Accounts and Industry.

In addition to each member's general business experience, each member of the Audit Committee has adequate education and experience that would provide the member with:

- (a) an understanding of the accounting principles used by the Corporation to prepare its financial statements;
- (b) the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- (c) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Corporation's financial statements, or experience actively supervising individuals engaged in such activities; and
- (d) an understanding of internal controls and procedures for financial reporting.

AUDIT COMMITTEE OVERSIGHT

At no time since incorporation has a recommendation of the Audit Committee to nominate or compensate an external auditor not been adopted by the Board.

RELIANCE ON CERTAIN EXEMPTIONS

At no time since incorporation has the Corporation relied on the exemption in section 2.4 of NI 52-110 (De Minimis Non-Audit Services) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. Part 8 of NI 52-110 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

PRE-APPROVAL POLICIES AND PROCEDURES

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services.

EXTERNAL AUDITOR SERVICE FEES

The Audit Committee has reviewed the nature and amount of the non-audited services provided by Clearhouse LLP, for the years ended December 31, 2024 and 2023 to the Corporation to ensure auditor independence. Fees billed for audit and non-audit services in the last two fiscal years for audit fees are outlined in the following table:

Nature of Services	Fees Billed by Auditor for the Year Ended	
	December 31, 2024	December 31, 2023
Audit Fees ⁽¹⁾	22,900	21,000
Audit-Related Fees ⁽²⁾	-	-
Tax Fees ⁽³⁾	1,400	1,500
All Other Fees ⁽⁴⁾	-	-
TOTAL:	24,300	22,500

Notes:

- (1) "Audit fees" include fees necessary to perform the annual audit of the Corporation's financial statements. Audit fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements.
- (2) "Audit-related fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) "Tax fees" include fees for all tax services other than those included in "audit fees" and "audit-related fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) "All other fees" include all other non-audit services.

EXEMPTION

The Corporation has relied upon the exemption provided in section 6.1 of NI 52-110, which exempts a "venture issuer" from the requirement to comply with the restrictions on the composition of its Audit Committee.

SCHEDULE "C"

BIG GOLD INC. (the "Corporation")

AUDIT COMMITTEE CHARTER

I. MANDATE

The Audit Committee (the "**Committee**") of the Board of Directors (the "**Board**") of Big Gold Inc. (the "**Corporation**") shall assist the Board in fulfilling its financial oversight responsibilities. The Committee's primary duties and responsibilities under this mandate are to serve as an independent and objective party to monitor:

1. The quality and integrity of the Corporation's financial statements and other financial information;
2. The compliance of such statements and information with legal and regulatory requirements;
3. The qualifications and independence of the Corporation's independent external auditor (the "**Auditor**"); and
4. The performance of the Corporation's internal accounting procedures and Auditor.

II. STRUCTURE AND OPERATIONS

A. Composition

The Committee shall be comprised of three or more members.

B. Qualifications

Each member of the Committee must be a member of the Board.

Each member of the Committee must be able to read and understand fundamental financial statements, including the Corporation's balance sheet, income statement and cash flow statement.

C. Appointment and Removal

In accordance with the Articles of the Corporation, the members of the Committee shall be appointed by the Board and shall serve until such member's successor is duly elected and qualified or until such member's earlier resignation or removal. Any member of the Committee may be removed, with or without cause, by a majority vote of the Board.

D. Chair

Unless the Board shall select a Chair, the members of the Committee shall designate a Chair by the majority vote of all of the members of the Committee. The Chair shall call, set the agendas for and chair all meetings of the Committee.

E. Meetings

The Committee shall meet as frequently as circumstances dictate. The Auditor shall be given reasonable notice of, and be entitled to attend and speak at, each meeting of the Committee concerning the Corporation's annual financial statements and, if the Committee feels it is necessary or appropriate, at every other meeting. On request by the Auditor, the Chair shall call a meeting of the Committee to consider any matter that the Auditor believes should be brought to the attention of the Committee, the Board or the shareholders of the Corporation.

At each meeting, a quorum shall consist of a majority of members that are not officers or employees of the Corporation or of an affiliate of the Corporation.

As part of its goal to foster open communication, the Committee may periodically meet separately with each of management and the Auditor to discuss any matters that the Committee or any of these groups believes would be appropriate to discuss privately. In addition, the Committee should meet with the Auditor and management annually to review the Corporation's financial statements in a manner consistent with Section III of this Charter.

The Committee may invite to its meetings any director, any manager of the Corporation, and any other person whom it deems appropriate to consult in order to carry out its responsibilities. The Committee may also exclude from its meetings any person it deems appropriate to exclude in order to carry out its responsibilities.

III. DUTIES

A. Introduction

The following functions shall be the common recurring duties of the Committee in carrying out its purposes outlined in Section I of this Charter. These duties should serve as a guide with the understanding that the Committee may fulfill

additional duties and adopt additional policies and procedures as may be appropriate in light of changing business, legislative, regulatory or other conditions. The Committee shall also carry out any other responsibilities and duties delegated to it by the Board from time to time related to the purposes of the Committee outlined in Section I of this Charter.

The Committee, in discharging its oversight role, is empowered to study or investigate any matter of interest or concern which the Committee in its sole discretion deems appropriate for study or investigation by the Committee.

The Committee shall be given full access to the Corporation's internal accounting staff, managers, other staff and Auditor as necessary to carry out these duties. While acting within the scope of its stated purpose, the Committee shall have all the authority of, but shall remain subject to, the Board.

B. Powers and Responsibilities

The Committee will have the following responsibilities and, in order to perform and discharge these responsibilities, will be vested with the powers and authorities set forth below, namely, the Committee shall:

Independence of Auditor

1. Review and discuss with the Auditor any disclosed relationships or services that may impact the objectivity and independence of the Auditor and, if necessary, obtain a formal written statement from the Auditor setting forth all relationships between the Auditor and the Corporation.
2. Take, or recommend that the Board take, appropriate action to oversee the independence of the Auditor.
3. Require the Auditor to report directly to the Committee.
4. Review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the Auditor and former independent external auditor of the Corporation.

Performance and Completion by Auditor of its Work

1. Be directly responsible for the oversight of the work by the Auditor (including resolution of disagreements between management and the Auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Corporation, including resolution of disagreements between management and the Auditor regarding financial reporting.
2. Review annually the performance of the Auditor and recommend the appointment by the Board of a new, or re-election by the Corporation's shareholders of the existing, Auditor for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation.
3. Recommend to the Board the compensation of the Auditor.
4. Pre-approve all non-audit services, including the fees and terms thereof, to be performed for the Corporation by the Auditor.

Internal Financial Controls and Operations of the Corporation

1. Establish procedures for:
 - (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
 - (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

Preparation of Financial Statements

1. Discuss with management and the Auditor significant financial reporting issues and judgments made in connection with the preparation of the Corporation's financial statements, including any significant changes in the Corporation's selection or application of accounting principles, any major issues as to the adequacy of the Corporation's internal controls and any special steps adopted in light of material control deficiencies.
2. Discuss with management and the Auditor any correspondence with regulators or governmental agencies and any employee complaints or published reports which raise material issues regarding the Corporation's financial statements or accounting policies.
3. Discuss with management and the Auditor the effect of regulatory and accounting initiatives as well as off-balance sheet structures on the Corporation's financial statements.
4. Discuss with management the Corporation's major financial risk exposures and the steps management has taken to monitor and control such exposures, including the Corporation's risk assessment and risk

management policies.

5. Discuss with the Auditor the matters required to be discussed relating to the conduct of any audit, in particular:
 - (a) The adoption of, or changes to, the Corporation's significant auditing and accounting principles and practices as suggested by the Auditor, internal auditor or management.
 - (b) The management inquiry letter provided by the Auditor and the Corporation's response to that letter.
 - (c) Any difficulties encountered in the course of the audit work, including any restrictions on the scope of activities or access to requested information, and any significant disagreements with management.

Public Disclosure by the Corporation

1. Review the Corporation's annual and interim financial statements, management's discussion and analysis (MD&A) and earnings press releases before the Board approves and the Corporation publicly discloses this information.
2. Review the Corporation's financial reporting procedures and internal controls to be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from its financial statements, other than disclosure described in the previous paragraph, and periodically assessing the adequacy of those procedures.
3. Review disclosures made to the Committee by the Corporation's Chief Executive Officer and Chief Financial Officer during their certification process of the Corporation's financial statements about any significant deficiencies in the design or operation of internal controls or material weaknesses therein and any fraud involving management or other employees who have a significant role in the Corporation's internal controls.

Manner of Carrying Out its Mandate

1. Consult, to the extent it deems necessary or appropriate, with the Auditor, but without the presence of management, about the quality of the Corporation's accounting principles, internal controls and the completeness and accuracy of the Corporation's financial statements.
2. Request any officer or employee of the Corporation or the Corporation's outside counsel or Auditor to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee.
3. Meet, to the extent it deems necessary or appropriate, with management, any internal auditor and the Auditor in separate executive sessions.
4. Have the authority, to the extent it deems necessary or appropriate, to retain special independent legal, accounting or other consultants to advise the Committee advisors.
5. Make regular reports to the Board.
6. Review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.
7. Annually review the Committee's own performance.
8. Provide an open avenue of communication among the Auditor, the Corporation's financial and senior management and the Board.
9. Not delegate these responsibilities.

C. Limitation of Audit Committee's Role

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that the Corporation's financial statements and disclosures are complete and accurate and are in accordance with generally accepted accounting principles and applicable rules and regulations. These are the responsibilities of management and the Auditor.

SCHEDULE "D"

BIG GOLD INC. (the "Corporation")

RESTRICTED SHARE UNIT PLAN

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan, the following terms shall have the following meanings:

- (a) "Account" means an account maintained by the Corporation for each Participant and which will be credited with RSUs in accordance with the terms of this Plan;
 - (b) "Award Date" means the date or dates on which an award of RSUs is made to a Participant in accordance with Section 4.1;
 - (c) "Award Value" means, with respect to any RSUs, an amount equal to the number of RSUs, as such number may be adjusted in accordance with the terms of this Plan, multiplied by the Fair Market Value of the Shares;
 - (d) "Black-Out Period" means the period of time when, pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons as designated by the Corporation, including any Participant that holds an RSU;
 - (e) "Board" means the board of directors of the Corporation as constituted from time to time;
 - (f) "Change of Control" means:
 - (i) a successful takeover bid; or
 - (ii) (A) any change in the beneficial ownership or control of the outstanding securities or other interests of the Corporation which results in:
 - (1) a person or group of persons "acting jointly or in concert" (within the meaning of MI 62-104); or
 - (2) an affiliate or associate of such person or group of persons;
holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or interests of the Corporation; and
 - (B) members of the Board who are members of the Board immediately prior to the earlier of such change and the first public announcement of such change cease to constitute a majority of the Board at any time within sixty days of such change; or
 - (iii) Incumbent Directors no longer constituting a majority of the Board; or
 - (iv) the winding up of the Corporation or the sale, lease or transfer of all or substantially all of the assets to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued and where the shareholdings or other securityholdings, as the case may be, in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a "Change of Control" if paragraph 1.1(f)(ii) above was applicable to the transaction); or
 - (v) any determination by a majority of the Board that a Change of Control has occurred or is about to occur and any such determination shall be binding and conclusive for all purposes of this Plan;
- (g) "Committee" has the meaning ascribed thereto in Section 2.4;
- (h) "Corporation" means Big Gold Inc., and includes any successor corporation thereof;
- (i) "CSE" means the Canadian Securities Exchange;
- (j) "CSE Policies" means the issuer policies of the Canadian Securities Exchange, and "CSE Policy" means any one of them;
- (k) "Dividend Equivalent" has the meaning ascribed thereto in Section 4.2;
- (l) "Dividend Market Value" means the Fair Market Value per Share on the dividend record date;

- (m) "Exchange" means the CSE or, if the Shares are not then listed and posted for trading on the CSE, such stock exchange on which such Shares are listed and posted for trading as may be selected for such purpose by the Board;
- (n) "Expiry Date" means, with respect to a RSU, December 15th of the third year following the year in which the services giving rise to the RSU grant were rendered, or such earlier expiry date as may be determined by the Board, in its sole discretion, and set out in the applicable RSU Agreement;
- (o) "Fair Market Value" with respect to a Share, as at any date, means the volume weighted average of the prices at which the Shares traded on the CSE (or, if the Shares are not then listed and posted for trading on the CSE or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the majority of the trading volume and value of the Shares occurs) for the three trading days on which the Shares traded on the said exchange immediately preceding such date. In the event that the Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith;
- (p) "Forfeiture Date" means the date that is the earlier of: (i) the effective date of the Participant's termination or resignation, as the case may be; and (ii) the date that the Participant ceases to be in the active performance of the usual and customary day-to-day duties of the Participant's position or job, regardless of whether adequate or proper advance notice of termination or resignation shall have been provided in respect of such cessation of being a Participant;
- (q) "Incumbent Directors" means any member of the Board who was a member of the Board at the effective date of this Plan and any successor to an Incumbent Director who was recommended or elected or appointed to succeed any Incumbent Director by the affirmative vote of the Board, including a majority of the Incumbent Directors then on the Board, prior to the occurrence of the transaction, transactions, elections or appointments giving rise to a Change of Control;
- (r) "Insider", "associate" and "affiliate" each have the meanings as defined in the CSE Policies;
- (s) "MI 62-104" means Multilateral Instrument 62-104 – Take-Over Bids and Issuer Bids, as amended from time to time;
- (t) "Outside Payment Date", in respect of a RSU, means December 31 of the calendar year in which the Expiry Date occurs;
- (u) "Participant" means an officer, employee or consultant of, or a person or company engaged by, Big Gold Inc. to provide services for an initial, renewable or extended period, determined to be eligible to participate in this Plan in accordance with Section 3.1 and, where applicable, a former Participant deemed eligible to continue to participate in this Plan in accordance with Section 4.5;
- (v) "Plan" means this Restricted Share Unit Plan;
- (w) "RSU" means a unit equivalent in value to a Share credited by means of a bookkeeping entry in the Participants' Accounts;
- (x) "RSU Agreement" has the meaning set forth in Section 3.2;
- (y) "Share" means a common share of the Corporation;
- (z) "Subsidiary" has the meaning ascribed thereto in the Securities Act (Ontario);
- (aa) "Successor" has the meaning ascribed thereto in Section 5.2;
- (bb) "takeover bid" means a "take-over bid" as defined in MI 62-104 pursuant to which the "offeror" would as a result of such takeover bid, if successful, beneficially own, directly or indirectly, in excess of 50% of the outstanding Shares; and
- (cc) "Vesting Date" means, with respect to any RSU, the date upon which the Award Value to which the Participant is entitled pursuant to such RSU shall irrevocably vest and become irrevocably payable by the Corporation to the Participant in accordance with the terms hereof.

1.2 Interpretation

Words in the singular include the plural and words in the plural include the singular. Words importing male persons include female persons, corporations or other entities, as applicable. The headings in this document are for convenience and reference only and shall not be deemed to alter or affect any provision hereof. The words "hereto", "herein", "hereby",

"hereunder", "hereof" and similar expressions mean or refer to this document as a whole and not to any particular Article, Section, paragraph or other part hereof.

ARTICLE II PURPOSE AND ADMINISTRATION OF THE PLAN

2.1 Purpose

The purpose of this Plan is to: (a) aid in attracting, retaining and motivating the officers, employees and other eligible Participants in the growth and development of the Corporation by providing them with the opportunity through RSUs to acquire an increased proprietary interest in the Corporation; (b) more closely align their interests with those of the Corporation's shareholders; (c) focus such Participants on operating and financial performance and long-term shareholder value; and (d) motivate and reward for their performance and contributions to the Corporation's long-term success.

2.2 Administration of the Plan

Subject to Section 2.4, this Plan shall be administered by the Board.

2.3 Authority of the Board

The Board shall have the full power to administer this Plan, including, but not limited to, the authority to:

- (a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;
- (b) adopt, amend, suspend and rescind such rules and regulations for administration of this Plan as the Board may deem necessary in order to comply with the requirements of this Plan, or in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto;
- (c) determine the individuals or companies to whom RSUs may be awarded;
- (d) award such RSUs on such terms and conditions as it determines including, without limitation: the time or times at which RSUs may be awarded; the time or times when each RSU shall vest and the term of each RSU; whether restrictions or limitations are to be imposed on the Shares the Corporation may elect to issue in settlement of all or a portion of the Award Value of vested RSUs and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any RSU; in each case, based on such factors as the Board may determine appropriate, in its sole discretion;
- (e) take any and all actions permitted by this Plan; and
- (f) make any other determinations and take such other action in connection with the administration of this Plan that it deems necessary or advisable.

2.4 Delegation of Authority

To the extent permitted by applicable law, the Board may, from time to time, delegate to a committee (the "Committee") of the Board all or any of the powers conferred on the Board under this Plan. In such event, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Plan in this context is final and conclusive.

The Board or the Committee may delegate or sub-delegate to any director or officer of the Corporation the whole or any part of the administration of this Plan and shall determine the scope of such delegation or sub-delegation in its sole discretion.

2.5 Discretionary Relief

Notwithstanding any other provision hereof, the Board may, in its sole discretion, waive any condition set out herein if it determines that specific individual circumstances warrant such waiver.

2.6 Amendment or Discontinuance of the Plan

- (a) The Board may amend this Plan in any way, or discontinue this Plan altogether, and may amend, in any way, any RSU granted under this Plan at any time without the consent of a Participant, provided that such amendment shall not adversely alter or impair any RSU previously granted under the Plan or any related RSU Agreement, except as otherwise permitted hereunder and further provided that no amendment will cause the Plan or any RSU to cease to comply with paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the Income Tax Act (Canada). In addition, the Board may, by resolution, make any amendment to this Plan or any RSU granted under it (together with

any related RSU Agreement) without shareholder approval, provided however, that the Board will not be entitled to amend this Plan or any RSU granted under it without shareholder and, if applicable, CSE approval, in order to: (i) increase the maximum number of Shares issuable pursuant to this Plan; (ii) cancel an RSU and subsequently issue to the holder of such RSU a new RSU in replacement thereof; (iii) extend the term of an RSU; (iv) permit the assignment or transfer of an RSU other than as provided for in this Plan; (v) add to the categories of persons eligible to participate in this Plan; (vi) remove or amend Section 4.4(c), Section 4.4(d) or Section 4.4(e) of this Plan; (vii) remove or amend this Section 2.6(a); or (viii) in any other circumstances where CSE and shareholder approval is required by the CSE.

- (b) Without limitation of Section 2.6(a), the Board may correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent deemed necessary or desirable, may establish, amend, and rescind any rules and regulations relating to this Plan, and may make such determinations as it deems necessary or desirable for the administration of this Plan.
- (c) On termination of this Plan, any outstanding awards of RSUs under this Plan shall immediately vest and the Award Value underlying the RSUs shall be paid to the Participants in accordance with and upon compliance with Section 4.6. This Plan will finally cease to operate for all purposes when (i) the last remaining Participant receives payment in respect of the Award Value underlying all RSUs credited to the Participant's Account, or (ii) all unvested RSUs expire in accordance with the terms of this Plan and the relevant RSU Agreements.

2.7 Final Determination

Any determination or decision by, or opinion of, the Board, the Committee or a director or officer of the Corporation made or held pursuant to the terms set out herein shall be made or held reasonably and shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Participants and their beneficiaries and legal representatives.

Subject to Section 2.5, all rights, entitlements and obligations of Participants under this Plan are set forth in the terms hereof and cannot be modified by any other documents, statements or communications, except by amendment to the terms set out herein referred to in Section 2.6.

2.8 Withholding Taxes

When a Participant or other person becomes entitled to receive a payment in respect of any RSUs, the Corporation shall have the right to require the Participant or such other person to remit to the Corporation an amount sufficient to satisfy any withholding tax requirements relating thereto. Unless otherwise prohibited by the Committee or by applicable law, satisfaction of the withholding tax obligation may be accomplished by any of the following methods or by a combination of such methods:

- (a) the tendering by the Participant of a cash payment to the Corporation;
- (b) where the Corporation has elected to issue Shares to the Participant, the withholding by the Corporation as the case may be, from the Shares otherwise deliverable to the Participant such number of Shares as it determines are required to be sold by the Corporation, as agent for and on behalf of the Participant, to satisfy the total withholding tax obligation (net of selling costs, which shall be paid by the Participant). The Participant consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Shares and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such Shares; or
- (c) the withholding by the Corporation from any cash payment otherwise due to the Participant;

provided, however, that the sum of any cash so paid or withheld and the Fair Market Value of any Shares so withheld is sufficient to satisfy the total withholding tax obligation. Any reference in this Plan to the Award Value or payment of cash or issuance of Shares in settlement thereof is expressly subject to this Section 2.8.

2.9 Taxes

Participants (or their beneficiaries) shall be responsible for reporting and paying all taxes with respect to any RSUs under the Plan, whether arising as a result of the grant or vesting of RSUs or otherwise. Neither the Corporation nor the Board make any guarantees to any person regarding the tax treatment of an RSU or payments made under the Plan and none of the Corporation or any of its employees or representatives shall have any liability to a Participant with respect thereto. The Corporation will provide each Participant with (or cause each Participant to be provided with) a T4 slip or such information return as may be required by applicable law to report income, if any, arising upon the grant or vesting of rights under this Plan by a Participant for income tax purposes.

2.10 Information

Each Participant shall provide the Corporation with all of the information (including personal information) that it requires in order to administer this Plan.

2.11 Account Information

Information pertaining to the RSUs in Participants' Accounts will be made available to the Participants at least annually in such manner as the Corporation may determine and shall include such matters as the Board or the Committee may determine from time to time or as otherwise may be required by law.

2.12 Indemnification

Each member of the Board or Committee is indemnified and held harmless by the Corporation against any cost or expense (including any sum paid in settlement of a claim with the approval of the Corporation) arising out of any act or omission to act in connection with the terms hereof to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a Board or Committee member may have as director or otherwise under the by-laws of the Corporation, any agreement, any vote of shareholders, or disinterested directors, or otherwise.

ARTICLE III ELIGIBILITY AND PARTICIPATION IN THE PLAN

3.1 Participation

The Board, in its sole discretion, shall determine, or shall delegate to the Committee the authority to determine, which Participants will participate in this Plan.

3.2 RSU Agreement

A Participant shall confirm acknowledgement of an award of RSUs made to such Participant in such form as determined by the Board from time to time (the "RSU Agreement"), within such time period and in such manner as specified by the Board. If acknowledgement of an award of RSUs is not confirmed by a Participant within the time specified, the Corporation reserves the right to revoke the crediting of RSUs to the Participant's Account.

3.3 Participant's Agreement to be Bound

Participation in this Plan by any Participant shall be construed as irrevocable acceptance by the Participant of the terms and conditions set out herein and all rules and procedures adopted hereunder and as amended from time to time.

ARTICLE IV TERMS OF THE PLAN

4.1 Grant of RSUs

Subject to Section 3.2, an award of RSUs pursuant to this Plan will be made and the number of such RSUs awarded will be credited to each Participant's Account, effective as of the Award Date. The number of RSUs to be credited to each Participant's Account shall be determined by the Board, or the Committee delegated by the Board to do so, each in its sole discretion.

4.2 Credits for Dividends

Following the declaration and payment of dividends on the Shares, the Board may, in its absolute discretion, determine to make a cash payment to a Participant in respect of outstanding RSUs credited to the Participant's Account (a "Dividend Equivalent"). Such Dividend Equivalent, if any, shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of RSUs recorded in the Participant's Account on the record date for the payment of such dividend, by (b) the Dividend Market Value, with fractions computed to three decimal places. Payment of any such Dividend Equivalent will be made forthwith following any such determination by the Board.

4.3 Vesting

The Board or the Committee may, in its sole discretion, determine: (i) the time during which RSUs shall vest (except that no RSU, or portion thereof, may vest after the Expiry Date) and whether there shall be any other conditions or performance criteria to vesting; (ii) the method of vesting; or (iii) that no vesting restriction shall exist. In the absence of any determination by the Board or the Committee to the contrary, RSUs will vest and be payable as to one third (1/3) of the total number of RSUs granted on each of the first, second and third anniversaries of the Award Date (computed in each case to the nearest whole RSU), provided that in all cases payment in satisfaction of a RSU shall occur prior to the Outside Payment Date. Notwithstanding the foregoing, the Committee may, at its sole discretion at any time or in the RSU Agreement in respect of any RSUs granted, accelerate or provide for the acceleration of vesting in whole or in part of RSUs previously granted. The Award Value of any RSU shall be determined as of the applicable Vesting Date.

4.4 Limits on Issuances

Notwithstanding any other provision of this Plan:

- (a) the maximum number of Shares issuable pursuant to outstanding RSUs at anytime shall be limited to 10% of the aggregate number of issued and outstanding Shares, less the number of Shares issuable pursuant to all other security based compensation arrangements;
- (b) the number of Shares reserved for issuance to any one Participant under all security based compensation arrangements will not exceed 5.0% of the issued and outstanding Shares;
- (c) the number of Shares issuable to Insiders, at any time, under all security based compensation arrangements, shall not exceed 10.0% of the issued and outstanding Shares; and
- (d) the number of Shares issued to Insiders, within any one year period, under all security based compensation arrangements, shall not exceed 10.0% of the issued and outstanding Shares.

For the purposes of this Section 4.4, any increase in the issued and outstanding Shares (whether as a result of the issue of Shares from treasury in settlement of the Award Value underlying vested RSUs or otherwise) will result in an increase in the number of Shares that may be issued pursuant to RSUs outstanding at any time and any increase in the number of RSUs granted will, upon vesting and settlement of the Award Value underlying such vested RSUs by the issuance of Shares from treasury, make new grants available under this Plan.

RSUs (or the Award Value thereof) that are cancelled, surrendered, terminated or that expire prior to the final Vesting Date or in respect of which the Corporation has not elected to issue Shares from treasury in respect thereof shall result in such Shares that were reserved for issuance thereunder being available to be issued, at the election of Corporation, in respect of a subsequent grant of RSUs pursuant to this Plan to the extent of any Shares which have not been issued from treasury in respect of any such RSU.

For purposes of the calculations in this Section 4.5 only, it shall be assumed that all issued and outstanding RSUs will be settled by the issuance of Shares from treasury, notwithstanding the Corporation's right pursuant to Section 4.6 to settle the Award Value underlying vested RSUs in cash or by purchasing Shares on the open market.

4.5 RSU Terms

The term during which a RSU may be outstanding shall, subject to the provisions of this Plan requiring or permitting the acceleration or the extension of the term, be such period as may be determined from time to time by the Board or the Committee, but subject to the rules of any stock exchange or other regulatory body having jurisdiction (but in no case shall the term of an RSU extend beyond the Expiry Date).

In addition, unless otherwise determined by the Board or the Committee, or unless the Corporation and a Participant agree otherwise in an RSU Agreement or other written agreement (including an employment or consulting agreement), each RSU shall provide that if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant or other Participant to, the Corporation for any reason whatsoever including, without limitation, retirement, resignation or involuntary termination (with or without cause), as determined by the Board in its sole discretion, before all of the awards respecting RSUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, (i) such Participant shall cease to be a Participant as of the Forfeiture Date, (ii) the former Participant shall forfeit all unvested awards respecting RSUs credited to the Participant's Account effective as at the Forfeiture Date, (iii) any Award Value corresponding to any vested RSUs remaining unpaid as of the Forfeiture Date shall be paid to the former Participant in accordance with Section 4.6, and (iv) the former Participant shall not be entitled to any further payment from this Plan.

Notwithstanding the preceding paragraph or anything else contained in this Plan to the contrary, unless otherwise determined by the Board or the Committee, or unless the Corporation and a Participant agree otherwise in an RSU Agreement or other written agreement (including an employment or consulting agreement), if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant of the Corporation due to the death of the Participant, any unvested RSUs in the deceased Participant's Account effective as at the time of the Participant's death shall be deemed to have vested immediately prior to the Forfeiture Date with the result that the deceased Participant shall not forfeit any unvested RSUs and the Award Value corresponding to all RSUs credited to such Participant's Account shall be paid to the legal representative of the deceased former Participant's estate in accordance with Section 4.6 after receipt of satisfactory evidence of the Participant's death from the authorized legal representative of the deceased Participant.

Where a Vesting Date occurs on a date when a Participant is subject to a Black-Out Period, such Vesting Date shall be extended to a date which is within ten business days following the end of such Black-Out Period, and further provided that (i) if any such extension would cause the Vesting Date or Vesting Dates to extend beyond the Expiry Date, the amounts to be paid on such Vesting Date or Vesting Dates shall be paid on the Expiry Date notwithstanding the Black-out Period,

and (ii) if a Forfeiture Date occurs in respect of a Participant after the original Vesting Date then any unvested RSUs credited to the Participant's Account effective as of the Forfeiture Date that would have vested as of the original Vesting Date but for the Black-Out Period, shall be deemed to have vested immediately prior to the Forfeiture Date, but, subject to subparagraph (i), the Award Value of any such-vested RSUs shall be determined as of the Vesting Date as so extended by the provisions above, and any payment thereof shall be made only after such determination. If the Expiry Date occurs and as a result of the previous sentence of this paragraph the Vesting Date will occur while a Black-Out Period is still in effect, then the Corporation shall pay the Participant the entire Award Value of the vested RSUs in cash (and not Shares) and, for greater certainty, the Corporation shall not have any right to pay the Award Value in whole or in part in Shares notwithstanding any other provision of this Plan or any RSU Agreement.

This Plan does not confer upon a Participant any right with respect to continuation of employment by or service provision to the Corporation, nor does it interfere in any way with the right of the Participant or the Corporation to terminate the Participant's employment or service provision at any time.

4.6 Payment in Respect of RSUs

On the Vesting Date, the Corporation, at its sole and absolute discretion, shall have the option of settling the Award Value payable in respect of an RSU by any of the following methods or by a combination of such methods:

- (a) payment in cash;
- (b) payment in Shares acquired by the Corporation on the Exchange; or
- (c) payment in Shares issued from the treasury of the Corporation.

The Corporation shall not determine whether the payment method shall take the form of cash or Shares until the Vesting Date, or some reasonable time prior thereto. A holder of RSUs shall not have any right to demand, be paid in, or receive Shares in respect of the Award Value underlying any RSU at any time. Notwithstanding any election by the Corporation to settle the Award Value of any vested RSUs, or portion thereof, in Shares, the Corporation reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such vested RSUs shall not have the right, at any time to enforce settlement in the form of Shares of the Corporation.

Any amount payable to a Participant in respect of vested RSUs shall be paid to the Participant as soon as practicable following the Vesting Date and in any event within thirty (30) days of the Vesting Date and prior to the Outside Payment Date (provided that any amount payable with respect to a Vesting Date that occurs after the Forfeiture, but before the RSU has terminated in accordance with an applicable provision of Section 4.6, must occur not later than the Expiry Date).

Where the Corporation elects to pay any amounts pursuant to vested RSUs by issuing Shares, and the determination of the number of Shares to be delivered to a Participant in respect of a particular Vesting Date would

result in the issuance of a fractional Share, the number of Shares deliverable on the Vesting Date shall be rounded down to the next whole number of Shares. No certificates representing fractional Shares shall be delivered pursuant to this Plan nor shall any cash amount be paid at any time in lieu of any such fractional interest.

ARTICLE V EFFECT OF CORPORATE EVENTS

5.1 Alterations in Shares

In the event:

- (a) of any change in the Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise; or
- (b) that any rights are granted to all or substantially all shareholders to purchase Shares at prices substantially below Fair Market Value; or
- (c) that, as a result of any recapitalization, merger, consolidation or other transaction, the Shares are converted into or exchangeable for any other securities or property;

then the Board may make such adjustments to this Plan, to any RSUs and to any RSU Agreements outstanding under this Plan as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of amounts to be paid to Participants hereunder.

5.2 Merger and Sale, etc.

Except in the case of a transaction that is a Change of Control and to which Section 5.3 applies, if the Corporation enters into any transaction or series of transactions whereby the Corporation or all or substantially all of the assets would become the property of any other trust, body corporate, partnership or other person (a "Successor"), whether by way of

takeover bid, acquisition, reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, prior to or contemporaneously with the consummation of such transaction the Corporation and the Successor will execute such instruments and do such things as the Board or the Committee may determine are necessary to establish that upon the consummation of such transaction the Successor will assume the covenants and obligations of the Corporation under this Plan and the RSU Agreements outstanding on consummation of such transaction. Any such Successor shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Plan and RSU Agreements with the same effect as though the Successor had been named as the Corporation herein and therein and thereafter, the Corporation shall be relieved of all obligations and covenants under this Plan and such RSU Agreements and the obligation of the Corporation to the Participants in respect of the RSUs shall terminate and be at an end and the Participants shall cease to have any further rights in respect thereof including, without limitation, any right to acquire Shares upon vesting of the RSUs.

5.3 Change of Control

Notwithstanding any other provision in this Plan but subject to any provision to the contrary contained in an RSU Agreement or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if there takes place a Change of Control, all issued and outstanding RSUs shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board or the Committee, in its absolute discretion, prior to the time such Change of Control takes place.

ARTICLE VI GENERAL

6.1 Compliance with Laws

The Corporation, in its sole discretion, may postpone the issuance or delivery of any Shares that it elects to issue pursuant to any RSU to such date as the Committee may consider appropriate, and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Shares in compliance with applicable laws, rules and regulations, except that in no event may the issuance of such Shares in respect of a RSU occur after the Outside Payment Date. The Corporation shall not be required to qualify for resale pursuant to a prospectus or similar document any Shares that it elects to issue pursuant to the Plan, provided that, if required, the Corporation shall notify the Exchange and any other appropriate regulatory bodies in Canada of the existence of the Plan and the granting of RSUs hereunder in accordance with any such requirements.

6.2 General Restrictions and Assignment

Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

The rights and obligations hereunder may be assigned by the Corporation to a Successor to the business of the Corporation.

6.3 Market Fluctuations

No amount will be paid to, or in respect of, a Participant under this Plan to compensate for a downward fluctuation in the price of Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Plan will be unfunded.

The Corporation makes no representations or warranties to Participants with respect to this Plan or the RSUs whatsoever. Participants are expressly advised that the value of any RSUs and Shares under this Plan will fluctuate as the trading price of Shares fluctuates.

In seeking the benefits of participation in this Plan, a Participant agrees to exclusively accept all risks associated with a decline in the market price of Shares and all other risks associated with the holding of RSUs.

6.4 No Shareholder Rights

Until Shares have actually been issued and delivered should the Corporation elect to so issue Shares in accordance with the terms of the Plan, a Participant to whom RSUs have been granted shall not possess any incidents of ownership of such Shares including, for greater certainty and without limitation, the right to receive dividends, if any, on such Shares and the right to exercise voting rights in respect of such Shares.

6.5 Governing Law

The validity, construction and effect of this Plan and any actions taken or relating to this Plan shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6.6 Currency

All amounts paid or values to be determined under this Plan shall be in Canadian dollars.

6.7 Severability

The invalidity or unenforceability of any provision of this document shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this document.

6.8 Effective Time

This Plan shall be effective as of May 19, 2026.

Appendix A to Schedule D

DIRECTORS' RESOLUTION APPROVING the RESTRICTED SHARE UNIT PLAN

BIG GOLD INC.

DIRECTORS' RESOLUTION

The undersigned, being all of the directors of Big Gold Inc. (the "**Corporation**"), hereby sign the following resolutions, passed without meeting, pursuant to subsection 129(1) of the *Business Corporations Act* (Ontario).

RESTRICTED SHARE UNIT PLAN

WHEREAS the board of directors of the Corporation considers it to be in the best interests of the Corporation to establish a restricted share unit plan (the "**RSU Plan**");

AND WHEREAS the shareholders of the Corporation (the "**Shareholders**") are to vote on the adoption of the RSU Plan at a special meeting of the Corporation to be held on May 19, 2026;

AND WHEREAS the board of directors of the Corporation wish to provide for the adoption of the RSU Plan.

NOW THEREFORE BE IT RESOLVED THAT:

1. the RSU Plan of the Corporation in the same form attached hereto be and the same is hereby authorized, approved and confirmed as the RSU Plan of the Corporation; and
2. any one director or officer of the corporation is hereby authorized and directed to do all such further acts and things and to execute and deliver or sign and file (as the case may be) all such instruments, notices, agreements, certificates and other documents (for and on behalf of the Corporation and whether under corporate seal or otherwise) as such director or officer may consider necessary or desirable having regard to the foregoing paragraphs of this resolution.

DATED effective the ____ day of _____, 2026.

Scott Walters

Peter Ball

Glenn Thibeault

Bob Leshchyshen