



CANDENTE GOLD CORP

**NOTICE OF MEETING
AND INFORMATION CIRCULAR
FOR THE
ANNUAL GENERAL MEETING OF
CANDENTE GOLD CORP.**

TO BE HELD ON MONDAY, DECEMBER 17, 2018

DATED: OCTOBER 24, 2018



**CANDENTE
GOLD CORP**
TSXV: CDG

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**NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS
TO BE HELD ON DECEMBER 17, 2018**

Meeting Date, Location and Purposes

NOTICE IS HEREBY GIVEN that an annual general meeting (the “**Meeting**”) of holders of common shares of Candente Gold Corp. (“**Candente Gold**” or the “**Company**”) will be held on Monday, December 17, 2018 (“**Meeting Date**”), at 10:00 a.m. (Pacific Time) at the offices of Gowling WLG (Canada) LLP, Suite 2300, 550 Burrard Street, Vancouver, British Columbia, for the following purposes:

1. to receive the report of the directors;
2. to receive the audited consolidated financial statements of the Company for the fiscal year ended March 31, 2018, and the auditors’ report thereon;
3. to fix the number of directors at five (5);
4. to elect the directors of the Company for the ensuing year;
5. to appoint Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, as the Company’s auditor for the ensuing year and authorize the directors to fix its remuneration;
6. to confirm, ratify and approve the Company’s Stock Option Plan, as more particularly described in the accompanying management information circular dated October 24, 2018 (the “**Information Circular**”);
7. to consider and, if deemed advisable, to pass an ordinary resolution of the disinterested shareholders approving the Deferred Share Unit Plan of the Company, and to authorize, among other things, the issuance of up to 5,000,000 common shares of the Company from treasury to satisfy the obligations of the Company thereunder, as more particularly described in the accompanying Information Circular;
8. to consider and, if deemed advisable, to pass an ordinary resolution of the disinterested shareholders approving the Restricted Share Unit Plan of the Company, and to authorize, among other things, the issuance of up to 5,000,000 common shares of the Company from treasury to satisfy the obligations of the Company thereunder, as more particularly described in the accompanying Information Circular; and
9. to transact such other business as may properly come before the Meeting or any adjournment or adjournments thereof.

For detailed information with respect to each of the above matters, please refer to the sub-section bearing the corresponding title under “Particulars of Matters to be acted on at the Meeting” in the Information Circular.

Accompanying this Notice are the Information Circular, a form of Proxy (the “**Proxy**”), and a Financial Statements Request Form. The Information Circular provides additional information relating to the matters to be addressed at the Meeting. Candente Gold recommends that shareholders review the Information Circular before voting.

Voting Process

Registered Shareholders at the close of business on October 24, 2018, may vote in person at the Meeting or by proxy as follows:

By telephone: Call the toll-free number indicated on the Proxy form and follow the instructions. If you choose the telephone, you cannot appoint any person other than the officers named on the form of Proxy as your Proxy holder.

On the internet: Go to the website indicated on the Proxy form and follow the instructions on the screen. If you return your Proxy via the internet, you can appoint another person, who need not be a shareholder, to represent you at the Meeting by inserting such person's name in the blank space provided on the form of Proxy. Complete your voting instructions and date and submit the form. Ensure that the person you appoint is aware that he or she has been appointed, and attends the Meeting.

By mail: Complete the form of Proxy and return it in the envelope provided. If you return your Proxy by mail, you can appoint another person, who need not be a shareholder, to represent you at the Meeting by inserting such person's name in the blank space provided in the form of Proxy. Complete your voting instructions and date and sign the form. Ensure that the person you appoint is aware that he or she has been appointed, and attends the Meeting.

The deadline for receiving duly completed and executed forms of Proxy or submitting your Proxy by telephone or over the internet is by 10:00 a.m. (Pacific Time) on December 13, 2018, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment(s) thereof.

Non-Registered Shareholders may vote or appoint a Proxy using their voting instruction form at least one business day in advance of the Proxy deposit deadline noted on the form. Please follow the instructions of your intermediary, including those regarding when and where the Proxy or voting instruction form is to be delivered.

Dated at Vancouver, British Columbia this 24th day of October, 2018.

BY ORDER OF THE BOARD OF DIRECTORS

“Joanne C. Freeze” (signed)

Chief Executive Officer
President and Director

CANDENTE GOLD CORP.
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MANAGEMENT INFORMATION CIRCULAR
(Containing information as at **October 24, 2018**, except as indicated otherwise)

SOLICITATION OF PROXIES

Candente Gold Corp. (“**Candente Gold**” or “**Company**”) is providing this information circular (the “**Information Circular**”) in connection with management’s solicitation of proxies for use at the annual general meeting of the Company (the “**Meeting**”) (and any adjournment thereof) to be held on **Monday, December 17, 2018**, at the time and place and for the purposes set forth in the accompanying Notice of Meeting (“**Notice of Meeting**”). Unless the context otherwise requires, when we refer in this Information Circular to the Company, its subsidiaries are also included.

The solicitation of proxies (in the accompanying form of proxy (the “**Proxy**”) will be primarily by mail, but Proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company at nominal cost. In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of Reporting Issuers* (“**NI 54-101**”), arrangements have been made with brokerage houses and other intermediaries, clearing agencies, custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of the common shares in the capital of the Company (“**Common Shares**”) held of record by such persons and the Company may reimburse such persons for reasonable fees and disbursements incurred by them in so doing. All costs of this solicitation will be borne by the Company.

The Company has given notice of the Meeting in accordance with NI 54-101, pursuant to which it has sent the Notice of Meeting, Proxy and a financial statement request form directly to its registered shareholders (“**Registered Shareholders**”) and its beneficial shareholders (“**Beneficial Shareholders**”).

APPOINTMENT OF PROXYHOLDERS

The individuals named (“**Management Nominees**”) in the Proxy are directors and/or officers of the Company. **A shareholder wishing to appoint some other person (who need not be a shareholder) to represent him or her at the Meeting has the right to do so, either by striking out the names of those persons named in the Proxy and inserting the desired person's name in the blank space provided in the Proxy or by completing another Proxy. A Proxy will not be valid unless the completed form of proxy is received by Computershare Investor Services Inc. (“Computershare” or the “Transfer Agent”), Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting, or any adjournment thereof. Proxies delivered after that time will not be accepted.**

REVOCABILITY OF PROXIES

A Registered Shareholder of Common Shares who has given a Proxy may revoke it by an instrument in writing executed by the shareholder or by his attorney authorized in writing, or, where the Registered Shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered either to the registered office of the Company, at Suite 2300, 550 Burrard Street, Vancouver, British Columbia, V6C 2B5 (Attention: Brett Kagetsu), at any time up to and including the last business day preceding the day of the Meeting on the day of the Meeting or if adjourned, any reconvening thereof, or in any other manner provided by law. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

EXERCISE OF DISCRETION

The Common Shares represented by a properly executed Proxy in favour of Management’s Nominees in the Proxy will be voted or withheld from voting in accordance with the instructions of the person appointing the proxyholder on any ballot that may be taken and where a choice with respect to any matter to be acted upon has been specified in

the Proxy, be voted in accordance with the specification made in such Proxy. **ON A POLL SUCH COMMON SHARES WILL BE VOTED IN FAVOUR OF EACH MATTER FOR WHICH NO CHOICE HAS BEEN SPECIFIED OR FOR WHICH BOTH CHOICES HAVE BEEN SPECIFIED, BY THE REGISTERED SHAREHOLDER.**

The Proxy will confer discretionary authority on the nominees named therein with respect to each matter or group of matters identified therein for which a choice is not specified other than the appointment of an auditor and the election of directors, any amendment to or variation of any matter identified therein and any other matter that properly comes before the Meeting.

As of the date of this Information Circular, management of the Company knows of no amendment, variation or other matter that may come before the Meeting but, if any amendment, variation or other matter properly comes before the Meeting, each nominee in the accompanying form of Proxy intends to vote thereon in accordance with the nominee's best judgment.

REGISTERED SHAREHOLDERS

Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so by:

- (a) completing, dating and signing the enclosed form of Proxy and returning it to the Company's transfer agent, Computershare Investor Services Inc., by mail or by hand to the Proxy Dept., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1;
- (b) using a touch-tone phone to transmit voting choices to the toll-free number indicated in the Proxy. Registered Shareholders must follow the instructions of the voice response system and refer to the enclosed Proxy form for the holder's account number and the Proxy control number;
- (c) using the Internet via the website of the Company's transfer agent at www.investorvote.com. Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed Proxy form for the holder's account number and the Proxy control number; or
- (d) using a Smartphone, scan the QR codes on the Proxy,

in all cases ensuring that the Proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the Proxy is to be used.

BENEFICIAL (NON-REGISTERED) SHAREHOLDERS

The information set forth in this section is of significant importance to many shareholders of the Company, as a substantial number of Shareholders do not hold Common Shares in their own name. Shareholders who do not hold their Common Shares in their own name (referred to in this Information Circular, collectively, as "Beneficial Shareholders") should note that only Proxies deposited by Registered Shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of the Shareholder's broker or an agent of that broker. In the United States the vast majority of such shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada under the name of CDS Inc. (the registration name for CDS Clearing and Depository Services Inc.; and which acts as nominee for many Canadian brokerage firms). Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person in accordance with the procedures outlined in this section.

Applicable regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by

Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. Often the form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is similar to the form of Proxy provided to a Registered Shareholders by the Company. However, its purpose is limited to instructing the Registered Shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and in Canada. Broadridge typically prepares its own machine-readable voting instruction form, mails those forms to the Beneficial Shareholders and requests the Beneficial Shareholders to return those forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the Internet or by telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a Broadridge voting instruction form cannot use that voting instruction form to vote Common Shares directly at the Meeting. That voting instruction form must be returned to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the Internet or by telephone), well in advance of the Meeting in order to have the Common Shares voted.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his or her broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the Registered Shareholder and vote the Common Shares in that capacity. **Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Common Shares as proxyholder for the Registered Shareholder should enter their own names in the blank space on the instrument of Proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.**

This Information Circular and accompanying materials are being sent to both Registered Shareholders and Beneficial Shareholders. Beneficial Shareholders fall into two categories – those who object to their identity being known to the issuers of securities which they own (“**OBOs**”) and those who do not object to their identity being made known to the issuers of the securities they own (“**NOBOs**”). Subject to the provision of NI 54-101, issuers may request and obtain a list of their NOBOs from intermediaries via their transfer agents. Pursuant to NI 54-101, issuers may obtain and use the NOBO list for distribution of Proxy-related materials directly (not via Broadridge) to such NOBOs.

Meeting materials sent to Beneficial Shareholders who have not waived their right to receive Meeting materials are accompanied by a request for a voting instruction form. This form is provided instead of a Proxy. By returning the voting instruction form in accordance with the instructions noted on it, a Beneficial Shareholder is able to instruct the Registered Shareholder how to vote on behalf of the Beneficial Shareholder. Voting instruction forms, whether provided by the Company or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the voting instruction form.

Management of the Company does not intend to pay for intermediaries to forward to OBOs (who have not otherwise waived their right to receive proxy-related materials) under NI 54-101 the proxy-related materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary*. Accordingly, an OBO will not receive the materials unless the OBO's intermediary assumes the costs of delivery.

The Company is sending proxy-related meeting materials to registered shareholders and Beneficial Shareholders using the Notice-and-Access procedure described in NI 54-101 and National Instrument 51-102 Continuous Disclosure Obligations (“**NI 51-102**”).

IF YOU ARE A BENEFICIAL SHAREHOLDER AND WISH TO VOTE IN PERSON AT THE MEETING, PLEASE REFER TO THE INSTRUCTIONS SET OUT ON THE “REQUEST FOR VOTING INSTRUCTIONS” THAT RELATES TO THIS INFORMATION CIRCULAR.

RECORD DATE AND VOTING SECURITIES

The Company has set the close of business on **Wednesday, October 24, 2018**, as the record date (the “**Record Date**”) for determination of persons entitled to receive notice of the Meeting. Only the Registered Shareholders are entitled to receive notice of and to vote at the Meeting.

On a show of hands, every individual who is present and is entitled to vote as a Shareholder or as a representative of one or more corporate Shareholders will have one vote, and on a poll every Shareholder present in person or represented by a Proxy and every person who is a representative of one or more corporate Shareholders, will have one vote for each Common Share registered in that Shareholder's name on the list of Shareholders as at the Record Date. Shareholders represented by proxy holders are not entitled to vote on a show of hands.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Common Shares, of which 107,206,923 were issued and outstanding as at the date hereof. Persons who are Registered Shareholders at the close of business on **Wednesday, October 24, 2018**, will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each Common Share held. The Company has only one class of shares.

To the knowledge of the directors and executive officers of the Company, the only person or corporation that beneficially owns, directly or indirectly, or exercises control or direction over Common Shares carrying 10% or more of the voting rights attached to any class of voting securities of the Company is as follows:

<i>Name</i>	<i>Number of Common Shares Held</i>	<i>Percentage</i>
Hans von Michaelis	13,307,333 ⁽¹⁾	12.41%

Note:

- (1) Of these Common Shares, 6,133,166 Common Shares are held by Michaelis LLC and 6,133,167 Common Shares are held by Miramontes LLC, both companies controlled by Mr. von Michaelis.

For information concerning the Company's incorporation particulars, corporate structure, business history and description, and projects, please refer to the Company's public filings available both on the Company's profile at www.sedar.com ("SEDAR") and on the Company's website at www.candentegold.com.

FIXING THE NUMBER OF DIRECTORS

The persons named in the enclosed Proxy intend to vote in favour of fixing the number of directors at five (5). The board of directors ("the **Board**") proposes that the number of directors be fixed at five (5). Shareholders will, therefore, be asked to approve an ordinary resolution that the number of directors elected be fixed at five (5).

ELECTION OF DIRECTORS

The term of office of each of the current directors expires at the Meeting. Unless the director's office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia), each director elected will hold office until the next annual general meeting of the Company, or if no director is then elected, until a successor is elected.

Unless holders provide other instructions, the enclosed Proxy will be voted for the nominees listed below, all of whom are presently members of the Board of Directors. Management does not expect that any of the nominees will be unable to serve as a director. If before the Meeting any vacancies occur in the slate of nominees listed below, the person named in the Proxy will exercise his or her discretionary authority to vote the Common Shares represented by the Proxy for the election of any other person or persons as directors.

The following table and notes include the names of each person proposed to be nominated by management for election as a director (a "**proposed director**"), the province or state and country in which he or she is ordinarily resident, all offices of the Company now held by him or her, his or her principal occupation, the period of time for which he or she has been a director of the Company, and the number of Common Shares beneficially owned by him or her, directly or indirectly, or over which he or she exercises control or direction, as at the date hereof.

Name, Province or State and Country of Residence and Position ⁽¹⁾	Present Principal Occupation ⁽¹⁾	Date of Appointment/Election as a Director	Number of Common Shares Beneficially Owned, Directly or Indirectly, or Controlled or Directed
Joanne C. Freeze, P.Geo. British Columbia, Canada <i>President, CEO and Director</i>	Professional Geoscientist. CEO, President and Director of the Company, CEO and Director of Candente Copper Corp. ⁽⁶⁾	April 24, 2009	117,600 ⁽²⁾ 5,244,552 ⁽³⁾⁽⁷⁾
Larry D. Kornze, P.Eng. ⁽⁴⁾⁽⁵⁾ Idaho, USA <i>Independent Director</i>	Independent Director of the Company. Professional Engineer in B.C. Former Independent Director of Candente Copper Corp. ⁽⁶⁾ from 2002 until 2009.	May 12, 2009	383,000 ⁽²⁾
Dr. Kenneth G. Thomas, P.Eng., F.C.I.M. ⁽⁴⁾⁽⁵⁾ Ontario, Canada <i>Independent Director</i>	Director of Continental Gold Corporation since June 2015 and Avalon Rare Metals since February 2014. Professional Engineer in Ontario, Canada.	December 5, 2012	500,001 ⁽²⁾
Paul H. Barry ⁽⁴⁾ North Carolina, USA <i>Chair, Independent Director</i>	Director of Candente Copper Corp. Formerly Executive Vice President, Strategy and Corporate Development, Hydro One Ltd.; also formerly an Executive Vice President & Chief Financial Officer of Kinross Gold Corporation, and a Senior Vice-President and Chief Financial Officer of Pepco Holdings, Inc.	May 12, 2014	2,504,043 ⁽²⁾
Ian Ward, P. Eng ⁽⁵⁾ Ontario, Canada <i>Independent Director</i>	Director of Canadian Zinc Corporation. Formerly, a Vice President of Metallurgy of Kinross Gold Corporation.	February 6, 2017	Nil

Notes:

- (1) The information as to province or state and country of residence and principal occupation, not being within the knowledge of the Company, has been furnished by the respective nominees.
- (2) Common Shares beneficially owned, directly.
- (3) Common Shares beneficially owned, indirectly.
- (4) Member of the Audit Committee. Mr. Paul Barry is the Chair of the Audit Committee.
- (5) Member of the Compensation and Governance Committee. Dr. Kenneth G. Thomas is the Chair of the Compensation and Governance Committee.
- (6) Denotes publicly traded company.
- (7) Of this total, 534,552 shares are held by Freeze Family Holdings Ltd. and 4,710,000 shares are held by Ridley Rocks Inc., both companies controlled by Ms. Freeze.

To the knowledge of the Company, no director or proposed director (or any of their personal holding companies):

- (a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer (“CEO”) or chief financial officer (“CFO”) of any company (including the Company) that:
 - (i) was the subject to an order that was issued while the proposed director was acting in the capacity of director, CEO or CFO of such company; or
 - (ii) was subject to an order that was issued after the proposed director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity of director, CEO or CFO of such company; or
- (b) is, as at the date of this Information Circular, a director or executive officer of any company (including the Company) 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

- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (e) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

STATEMENT OF EXECUTIVE COMPENSATION

Named Executive Officers

For the purposes of this Information Circular, a “Named Executive Officer” (“NEO”), means each of the following individuals:

- (a) a CEO of the Company;
- (b) a CFO of the Company;
- (c) each of the three most highly compensated executive officers of the Company, including any subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6, for the March 31, 2018, financial year; and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity at March 31, 2018.

During the financial year ended March 31, 2018, the Company had two NEOs - Joanne C. Freeze, CEO & President, and Faisal Hussein, CFO. Subsequent to the year ended March 31, 2018, on April 3, 2018, Faisal Hussein resigned as CFO, Alec Peck acted as CFO between April 3, 2018 and September 30, 2018 and Mark Lotz was appointed CFO of the Company, effective October 1, 2018.

Compensation Governance

The Compensation and Governance Committee discharges the Board’s responsibilities relating to compensation of the Company’s executive officers. Among other things, the Committee has overall responsibility for recommending levels of executive compensation that are competitive and motivating in order to attract, hold and inspire the CEO, senior officers and other key employees and for recommending compensation for Directors.

The Compensation and Governance Committee performs any other duties or responsibilities delegated to the Compensation and Governance Committee by the Board from time to time.

Responsibilities of the Compensation and Governance Committee

- (a) The Compensation and Governance Committee has the authority to engage and terminate independent legal, accounting or other advisors or consultants.
- (b) The Company provides for appropriate funding, as determined by the Compensation and Governance Committee, for payment of compensation to any consultants or other advisors employed by the Compensation and Governance Committee, provided however that such funding will not exceed \$25,000 annually without the prior approval of the Board.

- (c) The Compensation and Governance Committee has the authority to engage and terminate compensation consultants to assist in the evaluation of Director or executive officer compensation and, subject to paragraph (b) above, the authority to approve the fees and other retention terms of such compensation consultants.
- (d) The Compensation and Governance Committee reviews and assesses the adequacy of its Charter periodically and recommends any proposed changes to the Board for approval.
- (e) The Compensation and Governance Committee annually reviews its own performance.

Reporting

The Compensation and Governance Committee prepares any report relating to compensation required by the rules of the applicable stock exchange(s) and the securities commission(s) and reports on its activities to the Board.

Establishment of Executive Compensation policies and programs

- (a) The Committee reviews all compensation arrangements for the CEO and other executive officers of the Company including salaries, bonus, incentive compensation and equity-based compensation plans, and makes recommendations to the Board for their approval.
- (b) Without limiting the foregoing, the Committee reviews all proposed employment and retention agreements with any executive officer of the Company, as well as severance agreements that provide benefits in excess of those set forth in any severance and termination plans previously approved by the Committee or the Board.

Membership

The Compensation and Governance Committee members currently are: Messrs. Kenneth G. Thomas, Larry D. Kornze, and Ian Ward, all of whom are independent directors. The majority of the members of the Compensation and Governance Committee have direct experience which is relevant to their responsibilities in executive compensation. The Compensation and Governance Committee has previous experience in, among other things, evaluating overall compensation policies, plans and practices as well as setting compensation for executive officers, overseeing and administering equity compensation plans and establishing employment, retention and severance arrangements for executive officers.

Skills and experience that enable the Compensation and Governance Committee to make decisions on the suitability of the Company's compensation policies and practice include:

Kenneth G. Thomas: Dr. Thomas is a Professional Engineer. He is a Director of Continental Gold Corporation (Continental), Cardinal Resources Limited (Cardinal) and Avalon Rare Metals and has many years of experience as a director of mining companies in Canada and Internationally. He is Chairman of the Technical Committees of both Continental and Cardinal and also member of the Health, Safety and Environmental Committee of Continental.

Larry D. Kornze: Mr. Kornze is a Professional Engineer and a geological consultant. Mr. Kornze is a former director of Candente Copper Corp. and has many years of experience as a director of mining companies in Canada. He is a member of the Boards of Duncan Park Holdings Corporation, Dynasty Gold Corp., Goldex Resources Corporation, Thunder Mountain Gold, Inc. and Mesa Exploration Corp.

Ian Ward: Mr. Ward is a Professional Engineer (Ontario) and a metallurgical consultant. Previously he held senior roles with Kinross Gold Corporation. He is currently a Director of NorZinc Ltd and previously of its subsidiary Canadian Zinc Corporation. He is a member of the Health and Safety Committee of NorZinc Ltd.

Option-based Awards

At the end of each reporting period the Company's management reviews the performance of its NEOs during the year, against corporate and personnel goals that management has control over, to determine whether the Company should grant (share-based) option-based awards. Management then, proposes awards to the compensation committee. The Compensation Committee then reviews management's recommendations and passes a resolution recommending to the Board that options be granted to the Company's management. The Compensation Committee also plays an active role in reviewing existing equity incentive plans, under which option-based awards are granted.

COMPENSATION DISCUSSION AND ANALYSIS

Compensation Discussion and Analysis

Executive compensation is based upon the need to provide a compensation package that will allow the Company to attract and retain qualified and experienced executives, balanced with a pay-for-performance philosophy. Compensation for the fiscal year ended March 31, 2018, and prior fiscal years has historically been based upon a negotiated salary or consulting fee, with stock options and bonus potentially being issued and paid as an incentive for performance. In each year the Compensation and Governance Committee reviews the salary, bonus, stock options and other direct or indirect benefits for Management, considering all relevant matters including the goals of the Company and the effectiveness of management in achieving those goals, the skill, qualifications and level of responsibility of Management and compensation provided by comparative companies. Based on these factors, the Compensation and Governance Committee then makes recommendations to the Board.

In each year the Compensation and Governance Committee reviews management performance against corporate and individual goals set for the year. In taking into account corporate performance, it is recognized that many factors are beyond the control of management, such as foreign exchange, interest rates and metal prices. As a result, goals are based more on factors over which management can exercise control, such as advancement of the Company's projects, actual operating and capital expenditure costs as compared to budget and improvement of relationships with suppliers, Shareholders and partners. The Compensation and Governance Committee has not formally considered the implications of the risks associated with the Company's compensation policies and practices.

As the Compensation and Governance Committee assessed management's performance for the fiscal year ended March 31, 2018, it took into consideration the objectives of executive compensation related to the annual incentive bonus and the Company's stock option plan (the "**Stock Option Plan**").

The Company's Stock Option Plan was established to provide incentives to qualified persons to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The Stock Option Plan has been and will be used to provide share purchase options which are granted in consideration of the level of responsibility of the executive as well as his or her impact and/or contribution to the longer-term operating performance of the Company. In determining the number of options to be granted to the executive officers each year, the Board takes into account the number of options, if any, previously granted to each executive officer, and the performance of that officer to the date options are granted each year. The Stock Option Plan is the sole long term component of management compensation, and we believe helps ensure that compensation is closely aligned with Shareholder interests.

The Company does not have a formal compensation program. However, the administration of the Company's compensation mechanisms is handled by the Compensation and Governance Committee (the "**Compensation and Governance Committee**") of the Board of the Company. The general mandate of the Compensation and Governance Committee is to examine matters relating to the compensation of the directors and executive officers of the Company with respect to (i) general compensation goals and guidelines and the criteria by which bonuses and stock compensation awards are determined; (ii) amendments to any equity compensation plans adopted by the Board and changes in the number of shares reserved for issuance thereunder; and (iii) other plans that are proposed for adoption or adopted by the Company for the provision of compensation. In accordance with the mandate, the Compensation and Governance Committee meets to discuss and determine the recommendations that it will make to the Board regarding management compensation, without reference to formal objectives, criteria or analysis. The

general objectives of the Company's compensation strategy are to (a) compensate Management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value; (b) align Management's interests with the long-term interests of shareholders; (c) provide a compensation package that is commensurate with other junior mineral exploration companies to enable the Company to attract and retain talent; and (d) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is a junior mineral exploration company without a history of earnings.

The Compensation and Governance Committee considers and evaluates executive compensation levels on an annual basis against available information for "peer group" companies, which are principally comprised of "junior mineral exploration" companies, to ensure that the Company's executive compensation levels are within the range of comparable norms. In selecting peer group companies, the Compensation and Governance Committee primarily looks for public companies that are comparable in terms of business and size.

Currently, the principal components of the Company's executive compensation packages are base remuneration, long-term incentive in the form of stock options, and a discretionary annual incentive cash bonus. The Company targets base remuneration, bonuses, and option based awards towards the upper range relative to peer companies for similarly experienced executives performing similar duties. Generally, awards are made within this range, although compensation is awarded above or below in cases of exceptional or poor corporate and/or individual performance or other individual factors relating to a NEO. The Company benchmarks against upper compensation because benchmarking allows the Company to attract and retain executives, provides an incentive for executives to strive for better than average performance to earn better than average compensation and helps the Company to manage the overall cost of management compensation.

While the Compensation and Governance Committee believes that it is important to use benchmarking data to assist it in determining appropriate ranges for executive compensation, it also considers other factors when awarding executive compensation such as the overall financial strength of the Company, its exploration successes, and equity financing success.

Base salary is used to provide the NEOs a set amount of money during the year with the expectation that each NEO will perform his responsibilities to the best of his ability and in the best interests of the Company.

The granting of incentive stock options provides a link between management compensation and the Company's share price. It also rewards management for achieving results that improve Company performance and thereby increase shareholder value. Stock options are generally awarded to executive officers at the commencement of employment and periodically thereafter. In making a determination as to whether a grant of long-term incentive stock options is appropriate, and if so, the number of options that should be granted, consideration is given to: the number and terms of outstanding incentive stock options held by the NEO; current and expected future performance of the NEO; the potential dilution to shareholders and the cost to the Company; general industry standards; and the limits imposed by the terms of the Company's Stock Option Plan and the TSX Venture Exchange. The Company considers the granting of incentive stock options to be a particularly important element of compensation as it allows the Company to reward each NEO's efforts to increase value for shareholders without requiring the Company to use cash from its treasury. The terms and conditions of the Company's stock option grants, including vesting provisions and exercise prices, are governed by the terms of the Stock Option Plan, which are described under "Incentive Plan Awards".

Finally, the Compensation and Governance Committee will consider whether it is appropriate and in the best interests of the Company to award a discretionary cash bonus to the NEOs and if so, in what amount. A cash bonus may be awarded to reward extraordinary performance that has led to increased value for shareholders through property acquisitions or divestitures, the formation of new strategic or joint venture relationships and/or capital raising efforts. Demonstrations of extraordinary personal commitment to the Company's interests, the community and the industry may also be rewarded through a cash bonus.

Subsequent to the year ended March 31, 2018 the Company adopted, subject to TSX Venture Exchange ("TSXV") acceptance and disinterested shareholder approval, a Restricted Share Unit Plan (the "**DSU Plan**") and Deferred Share Unit Plan (the "**DSU Plan**") as part of its security based compensation plans, which will allow the Company to grant from time to time restricted share units (each an "**RSU**") and/or deferred share units (each a "**DSU**") to non-

employee directors, employees and/or consultants of the Company or its designated affiliates (collectively, “**Participants**”) on such terms and conditions as prescribed by the RSU Plan and DSU Plan. As of the date of this Circular, there are no entitlements outstanding under the RSU Plan and DSU Plan. See Particulars of Matters to be Acted Upon – Approval of Restricted Share Unit Plan and Approval of Deferred Share Unit Plan”.

The Company has not placed a restriction on the purchase by its NEOs or other employees of financial instruments (including prepaid variable forward contracts, equity swaps, collars or units of exchange funds) that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly by the NEO or employee. To the Company’s knowledge, none of the NEOs have purchased any such financial instruments.

Summary Compensation Table

The following table sets forth all direct and indirect compensation, paid or payable, in connection with, services provided to the Company for the three most recently completed financial years ending **March 31, 2018, March 31, 2017, and March 31, 2016**, in respect to the NEOs of the Company:

**Summary Compensation Table
for financial years ending March 31, 2018, 2017 and 2016**

Name and Principal Position	Year ⁽¹⁾	Salary (\$)	Share-Based Awards (\$)	Option-Based Awards (\$) ⁽²⁾	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$) ⁽⁴⁾	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans ⁽³⁾	Long-Term Incentive Plans ⁽³⁾			
Joanne C. Freeze President, CEO & Director	2018	Nil	N/A	Nil	Nil	Nil	Nil	37,392	37,392
	2017	Nil	N/A	48,300	Nil	Nil	Nil	50,972 ⁽⁵⁾	99,272
	2016	Nil	N/A	Nil	Nil	Nil	Nil	71,505 ⁽⁵⁾⁽⁶⁾	71,505
Faisal Hussein CFO ⁽⁷⁾	2018	Nil	N/A	Nil	Nil	Nil	Nil	Nil	Nil
	2017	Nil	Nil	27,370	Nil	Nil	Nil	26,709	54,079
	2016	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Fiscal years ending March 31, 2018, 2017, and 2016.
- (2) Option based awards are calculated using the Black Scholes pricing model for options vesting in the financial year based on the following assumptions: Dividend yield 0%; risk-free interest rate 1.52% - 1.62%; volatility range 98%; expected life 5 years; and forfeiture rate 2.50%. This is consistent with the Company’s methodology for measuring and expensing stock-based compensation. These figures do not represent actual cash outlays by the Company.
- (3) The Company does not currently have a formal annual incentive plan or long term incentive plan for any of its executive officers, including its NEOs, but may award discretionary bonus payments from time to time.
- (4) The Company does not have any pension, retirement or deferred compensation plans, including defined contribution plans.
- (5) For fiscal years ending March 31, 2017 and 2016, amounts denoted were primarily accrued and not paid in cash; some or all of these accrued amounts are payable to Ridley Rocks Inc. and were subsequently written down after the fiscal year ended.
- (6) Paid to Ridley Rocks Inc. of which Ms. Freeze is the principal. Ms. Freeze’s services are provided pursuant to a consulting services agreement dated April 1, 2018 (the “**RRR Agreement**”) and an employment agreement dated April 1, 2018 (the “**JF Agreement**”) as described under “Termination and Change of Control Benefits”.
- (7) Faisal Hussein was appointed Chief Financial Officer on March 19, 2015 and resigned as Chief Financial Officer on April 3, 2018. All unvested options and SARs were cancelled as at that date, and all vested options and SARs held as at that date remain exercisable until the earlier of one year following such date and expiry of the exercise period. See “Incentive Plan Awards”.

INCENTIVE PLAN AWARDS

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information concerning all awards outstanding under incentive plans of the Company pursuant to which compensation depends on achieving certain performance goals or similar conditions within a specified period, at the end of the most recently completed financial year, including awards granted before the most recently completed financial year, to each of the NEOs.

Name	Option-Based Awards			Share-Based Awards		
	Number of Securities Underlying Unexercised Options ⁽¹⁾ (#)	Option Exercise Price (\$)	Option Expiration Date	Value ⁽²⁾ of Unexercised In-The-Money Options (\$)	Number of Shares or Units of Shares that Have Not Vested (#)	Market or Payout Value ⁽¹⁾ of Share-Based Awards That Have Not Vested (\$)
Joanne C. Freeze President, CEO & Director	1,500,000 600,000	\$0.05 \$0.10	May 20, 2026 August 27, 2019	Nil Nil	Nil Nil	Nil Nil
Faisal Hussein CFO ⁽²⁾	850,000 100,000	\$0.05 \$0.10	May 20, 2026 September 10, 2019	Nil	Nil	Nil

Notes:

- (1) Value is calculated by multiplying the number of securities which may be acquired on exercise of the option by the difference, if any, between the market value of the securities underlying the options at March 31, 2018, and the exercise price of the options. On March 31, 2018, the closing price for the Common Shares was \$0.025.
- (2) Mr. Hussein was appointed Chief Financial Officer on March 19, 2015 and resigned on April 3rd, 2018. All unvested options and SARs were cancelled as at that date, and all vested options and SARs held as at that date remained exercisable until the earlier of one year following such date and expiry of the exercise period.

Incentive Plan Awards - Value Vested or Earned During the Year

The values vested or earned during the most recently completed financial year of incentive plan awards granted to the Company's NEOs is presented below:

Name	Option-Based Awards - Value Vested During The Period ⁽¹⁾ (\$)	Share-Based Awards - Value Vested During The Period (\$)	Non-Equity Incentive Plan Compensation - Value Earned During The Period (\$)
Joanne C. Freeze President, CEO & Director	Nil	N/A	N/A
Faisal Hussein CFO ⁽²⁾	Nil	N/A	N/A

Notes:

- (1) The Company did not grant any stock options to NEOs during the most recent completed financial year.
- (2) Mr. Hussein was appointed Chief Financial Officer on March 19, 2015 and resigned on April 3rd, 2018. All unvested options and SARs were cancelled as at that date, and all vested options and SARs held as at that date remained exercisable until the earlier of one year following such date and expiry of the exercise period. See "Incentive Plan Awards".

Pension Plan Benefits

The Company does not have a pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement.

Termination And Change Of Control Benefits

The Company and its subsidiaries have no employment contracts with any NEOs, any contract, agreement, plan or arrangement that provides for payments to the NEOs at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation or a change in the NEOs' responsibilities, except as follows:

Pursuant to the RRI Agreement made as of April 1, 2018, between the Company and Ridley Rocks Inc. ("**RRI**", a company in respect of which Ms. Joanne Freeze, the Company's President and CEO, is the principal), the Company has agreed to pay RRI a monthly retainer of \$4,000 for 20% of her time and a daily fee for services rendered by RRI to the Company for time that exceeds the amount of time covered by the retainer. The RRI Agreement also contains a provision for the potential payment of an annual bonus (the "**Target Bonus**") to be determined by the Company's Compensation Committee. The Target Bonus has initially been set at the amount of \$75,000. Both the Target Bonus and the daily fee are subject to adjustment on an annual basis. On a "change of control" of the

Company, at any time to the date that is sixty (60) days following the date of the change of control, either the Company or RRI may terminate the RRI Agreement, in which case the Company or the Surviving Corporation will pay to Consultant a fee equal to \$500,000, together with all applicable taxes including GST on such amounts (collectively, the "Control Fee").

The Company may terminate the RRI Agreement in any other circumstance on 12 months' notice to RRI.

For each of the above agreements, a "change of control" is defined as the election or appointment of a majority of new directors of the Company or the acquisition by any person or by any person and such person's affiliates or associates, as such terms are defined in the *Securities Act* (British Columbia), and whether directly or indirectly, of Common Shares which, when added to all other Common Shares at the time held by such person and such person's affiliates and associates, totals for the first time, fifty (50%) percent or more of the outstanding Common Shares.

If a severance payment triggering event had occurred on **March 31, 2018**, the severance payments that would be payable to each of the NEOs and Ridley have been approximately as follows:

Name	Termination by the Company for any reason other than cause and unrelated to "Change of Control" of the Company (estimated) (\$)	Termination by the Company without cause after a "Change of Control" of the Company (estimated) (\$)
RRI (Joanne Freeze)	200,000	500,000
Faisal Hussein ⁽¹⁾	Nil	Nil

Note:

- (1) Mr. Hussein resigned as Chief Financial Officer on April 3rd, 2018.

Director Compensation

The following table sets forth all amounts of compensation provided to directors who served in that capacity and were not NEOs for any part of the Company's most recently completed financial year.

Director Compensation Table

Name	Fees Earned (\$)	Option-Based Awards ⁽¹⁾ (\$)	All Other Compensation ⁽²⁾⁽³⁾	Total (\$)
Larry D. Kornze	Nil	Nil	Nil	Nil
Kenneth G. Thomas	Nil	Nil	Nil	Nil
Paul H. Barry	Nil	Nil	Nil	Nil
Ian Ward	Nil	Nil	Nil	Nil

Notes:

- (1) The Company did not grant any stock options during the most recent completed year end.
(2) The Company does not currently have a formal annual incentive plan or long-term incentive plan for any of its directors, including its NEOs, but may award discretionary bonus payments from time to time.
(3) The Company does not have any pension, retirement or deferred compensation plans, including defined contribution plans.

As described in the preceding table, the directors are compensated for acting in their capacity as directors, for committee participation, involvement in special assignments and for services as consultant or expert.

Schedule of Directors' Fees

The fees payable to the directors of the Company are for their services as directors and as members of committees of the Board are based on peer group comparables and are as follows:

Board or Committee Name	Annual Retainer ⁽¹⁾	Annual Chair Retainer ⁽¹⁾
Board of Directors	\$18,000	\$6,000
Audit Committee	\$2,500	\$6,000
Compensation and Governance Committee	N/A	\$3,000
Technical Advisory Team	N/A	\$3,000

Note:

(1) Payable only when the Company's market capitalization exceeds \$75 million. No additional fees paid for attendance at meetings.

Incentive Plan Awards - Outstanding Option-Based Awards

The following table sets forth information concerning all awards outstanding under incentive plans of the Company pursuant to which compensation depends on achieving certain performance goals or similar conditions within a specified period, at the end of the most recently completed financial year, including awards granted before the most recently completed financial year, to each of the directors of the Company who were not NEOs, during the most recently completed financial year.

Director Name	Option-Based Awards			
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-The-Money Options ⁽¹⁾ (\$)
Larry D. Kornze	250,000	0.05	May 20, 2026	Nil
	250,000	0.10	August 27, 2019	Nil
Kenneth G. Thomas	250,000	0.05	May 20, 2026	Nil
	250,000	0.10	August 27, 2019	Nil
Paul H. Barry	250,000	0.05	May 20, 2026	Nil
	300,000	0.10	August 27, 2019	Nil
Ian Ward	250,000	0.05	February 28, 2027	Nil

Note:

(1) Value is calculated by multiplying the number of securities which may be acquired on exercise of the option by the difference, if any, between the market value of the securities underlying the options at March 31, 2018, and the exercise price of the options. On March 31, 2018, the closing price for the Company's shares was \$0.025.

Incentive Plan Awards - Value Vested or Earned During the Year

The value vested or earned during the most recently completed financial year of incentive plan awards granted to Directors who are not NEOs is presented below. Option based awards are calculated using the Black Scholes pricing model for options vested in the period. This is consistent with the Company's methodology for measuring and expensing stock-based compensation. These figures do not represent actual cash outlays by the Company.

Director Name	Option-Based Awards Value Vested During The Year⁽¹⁾ (\$)	Share-Based Awards – Value Vested During The Year	Non-Equity Incentive Plan Compensation Value Earned During the Year (\$)
Larry D. Kornze	Nil	N/A	N/A
Kenneth G. Thomas	Nil	N/A	N/A
Paul H. Barry	Nil	N/A	N/A
Ian Ward	Nil	N/A	N/A

Note:

- (1) Value vested during the year is calculated by subtracting the market price of the Common Shares on the date the option vested (being the closing price of the Common Shares on the TSXV on the last trading day prior to the vesting date) from the exercise price of the option.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following table summarizes relevant information as of March 31, 2018, with respect to compensation plans under which equity securities are authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	8,055,000	\$0.05	2,665,692
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
Total	8,055,000	\$0.05	2,665,692

As of the date of this Information Circular, October 24, 2018, there are outstanding options to purchase a total of 9,655,000 Common Shares representing approximately 9.1% of the total (107,206,923) issued and outstanding Common Shares. There remain 1,065,692 Common Shares available for future issuance under the Company's Stock Option Plan representing approximately 0.99% of the total (107,206,923) issued and outstanding Common Shares.

STOCK OPTION PLAN

On July 27, 2015, the Company transferred the listing of the Common Shares from the Toronto Stock Exchange to the TSX Venture Exchange, and in connection with such transfer, the TSXV required the Company to make significant changes to its then existing stock option plan (the “**Old Option Plan**”) to comply with requirements set forth in TSXV policies. On August 17, 2015, the Board approved a new 10% rolling Stock Option Plan that incorporated TSXV requirements and replaced the Old Option Plan. The Stock Option Plan was last approved by Shareholders on December 14, 2017. Under Policy 4.4 of the TSXV, "rolling" stock option plans must receive approval of the shareholders on a yearly basis. Accordingly, Shareholders will be asked at the Meeting to pass an ordinary resolution approving the Stock Option Plan.

The following is a brief description of the material provisions of the Stock Option Plan, and is qualified in its entirety by the full text of the Stock Option Plan, a copy of which will be available for inspection at the Meeting. A Shareholder may also obtain a copy of the Plan by contacting the Company.

Administration: The Stock Option Plan is administered by the Board or by a committee of two or more directors who may be designated from time to time to serve as the committee for the Stock Option Plan. Subject to the limitations of the Stock Option Plan, the Board has full power to grant options, to determine the terms, limitations,

restrictions and conditions respecting such options and to settle, execute and deliver option agreements and bind the Company accordingly, to interpret the Stock Option Plan and to adopt such rules, regulations and guidelines for carrying out the Stock Option Plan as it may deem necessary or proper, all of which powers shall be exercised in the best interests of the Company and in keeping with the objectives of the Stock Option Plan.

Total number of securities issuable and securities issued under the Stock Option Plan: The maximum aggregate number of Common Shares reserved for issuance pursuant to the exercise of options granted under the Stock Option Plan is 10% of the outstanding Common Shares as at the date of a stock option grant. If any option subject to the Stock Option Plan is forfeited, expires, is terminated or is cancelled for any reason other than by reason of exercise, then the maximum number of Common Shares for which options may be granted must be increased by the number of Common Shares which were the subject of such forfeited, expired, terminated or cancelled option. The maximum number of Common Shares must be appropriately adjusted in the event of a subdivision or consolidation of the Common Shares.

Option Exercise Price: The exercise price per Common Share under an option must be determined by the administrator, in its discretion, at the time such option is granted, but such price shall not be less than the closing price of the Common Shares on the TSXV on the trading day immediately preceding the day on which the option is granted, less any allowable discount (provided that if there are no trades on such day then the last closing price within the preceding ten trading days will be used, and if there are no trades within such ten-day period, then the simple average of the bid and ask prices on the trading day immediately preceding the day of grant will be used) and, in any event, the exercise price per Common Share will not be less than \$0.10, being the minimum exercise price allowable under the policies of the TSXV. Subject to TSXV approval, the exercise price per optioned share under an option may be reduced at the discretion of the administrator if (i) prior TSXV approval is obtained and at least six months has elapsed since the later of the date such option was granted and the date the exercise price for such option was last amended; and (ii) disinterested shareholder approval is obtained for any reduction in the exercise price under an option held by an insider of the Company at the time of the proposed reduction; provided that if the exercise price is reduced to the then discounted market price (as defined by policies of the TSXV), the TSXV four month hold period will apply from the date of the amendment and further provided that no such conditions will apply in the case of an adjustment made in the event of any subdivision or consolidation of the Common Shares.

Tax Withholding: The Stock Option Plan establishes that the Company shall have the right to withhold from any amount payable to an optionee such amount as may be necessary to enable the Company to comply with the applicable requirements of any federal, provincial, state or local law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to awards under the Stock Option Plan. The Company shall also have the right in its discretion to satisfy any liability for any withholding obligations by selling, or causing a broker to sell, on behalf of any participant such number of Common Shares issued to the participant pursuant to an exercise of options under the Stock Option Plan as is sufficient to fund the withholding obligations (after deducting commissions payable to the broker), or retaining any amount or consideration which would otherwise be paid, delivered or provided to the participant under the Stock Option Plan. The Company may require a participant, as a condition to exercise of an option, to make such arrangements as the Company may require so that the Company can satisfy applicable withholding obligations, including, without limitation: (i) requiring the participant to remit the amount of any such withholding obligations to the Company in advance; (ii) requiring the participant to reimburse the Company for any such withholding obligations; or (iii) causing a broker who sells such shares on behalf of the participant to withhold from the proceeds realized from such sale the amount required to satisfy any such withholding obligations, and remitting such amount directly to the Company.

Eligible participants under the Stock Option Plan: Options may be granted to:

- (a) a director of the Company;
- (b) a senior officer of the Company;
- (c) an employee of the Company, which is an individual who (i) is considered an employee of the Company or its subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source); (ii) works

full-time for the Company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or (iii) works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source;

- (d) a management company employee, which is an individual employed by a person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a person engaged in investor relations activities (as defined by the policies of TSXV);
- (e) a consultant to the Company and its affiliates (as defined by the policies of TSXV), which is an individual (or a corporation or partnership of which the individual is an employee, shareholder or partner), other than an employee, senior officer, management company employee or director of the Company that (i) is engaged to provide on an ongoing bona fide basis, consulting, technical management or other services to the Company or its affiliate other than services provided in relation to a distribution of securities; (ii) provides the services under a written contract between the Company or its affiliate and the individual or the consultant company; (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or its affiliate; and (iv) has a relationship with the Company or its affiliate that enables the individual to be knowledgeable about the business and affairs of the Company;
- (f) an issuer all the voting securities of which are owned by such persons,

who are in the opinion of the administrator in a position to contribute to the success of the Company or any of its subsidiaries or who, by virtue of their service to the Company or any of its subsidiaries, are in the opinion of the administrator, worthy of special recognition.

The maximum percentage of Common Shares that insiders are entitled to receive under the Stock Option Plan: Unless the Company obtains “disinterested shareholder” approval in accordance with the policies of the TSXV:

- (a) the maximum aggregate number of Common Shares that may be reserved for issuance to insiders of the Company under the Stock Option Plan; and
- (b) the maximum aggregate number of options granted to insiders of the Company under the Stock Option Plan within a 12-month period,

may not exceed 10% of outstanding Common Shares at the time of grant.

The maximum percentage of Common Shares that any one individual is entitled to receive under the Stock Option Plan: Unless the Company obtains “disinterested shareholder” approval in accordance with the policies of the TSXV, the maximum aggregate number of Common Shares that may be reserved under the Stock Option Plan for issuance to any one person (and any companies wholly-owned by that person), in any 12-month period must not exceed 5% of the outstanding Common Shares at the time of grant.

The maximum percentage of Common Shares that any one consultant is entitled to receive under the Stock Option Plan: The maximum aggregate number of Common Shares that may be reserved under the Stock Option Plan for issuance to any one consultant during any 12-month period must not exceed 2% of the outstanding Common Shares at the time of grant.

The maximum percentage of Common Shares that persons retained to provide investor relations activities are entitled to receive under the Stock Option Plan: The maximum aggregate number of Common Shares that may be reserved during any 12-month period under the Stock Option Plan for issuance to all persons retained to provide

investor relations activities, as that term is defined by the policies of the TSXV, must not exceed 2% of the outstanding Common Shares at the time of grant.

Vesting of Options: Subject to the policies of the TSXV, an option shall vest and may be exercised (in each case to the nearest full Common Share) during the option period in accordance with any vesting schedule as the Board may determine from time to time in its sole discretion. The vested portions of options will be exercisable, in whole or in part, at any time after vesting. If an option is exercised for fewer than all of the Common Shares for which the option has then vested, the option shall remain in force and exercisable for the remaining Common Shares for which the option has then vested, according to the terms of such option. Options issued to persons retained to provide investor relations activities will be subject to a vesting schedule of at least 12 months whereby no more than 25% of the options granted may be vested in any 3 month period.

Terms of Options: The option period for an option shall be determined by the administrator at the time the option is granted and may be up to 10 years from the date the option is granted. At the time an option is granted, the administrator may determine that, with respect to that option, upon the occurrence of an optionee ceasing to be a director, senior officer, employee, management company employee, or consultant of the Company for any reason excluding termination for cause or death or on account of disability, there shall come into force a time limit for exercise of such option which is different than the option period, and in the event of such a determination, the option agreement for such option shall contain provisions which specify the events and time limits related to that determination. Subject to the applicable maximum option period provided for under the Stock Option Plan and subject to applicable regulatory requirements and approvals, the administrator may extend the option period of an outstanding option beyond its original expiration date (whether or not such option is held by an insider), provided such option has been outstanding for at least one year prior to such extension. If such expiry of the option period falls within a blackout period, the expiry of the option shall automatically be extended to the date which is 10 business days after the expiry of the blackout period, provided that the optionee or the Company is not subject to a cease trading order, or similar order under securities laws, in respect of the Company's securities.

Causes of cessation of entitlement: In the event that the optionee shall cease to be a director, senior officer, employee, management company employee or consultant of the Company by reasons of such optionee's termination for cause, the option shall terminate and shall cease to be exercisable upon such termination for cause. In the event that the optionee shall cease to be a director, senior officer, employee, management company employee or consultant of the Company by reason of such optionee's disability, any options held by such optionee that could have been exercised immediately prior to such cessation shall be exercisable by such optionee, or by his or her guardian, for a period of 30 days following the date of such cessation (if such optionee dies within that 30 day period, any option held by such optionee that could have been exercised immediately prior to his or her death shall pass to the qualified successor of such optionee, and shall be exercisable by the qualified successor until the earlier of 30 days following the death of such optionee and the expiry of the option period). In the event that the optionee shall cease to be a director, senior officer, employee, management company employee or consultant of the Company by reason of such optionee's death, any options held by such optionee shall pass to the qualified successor of the optionee and shall be exercisable by such qualified successor until the earlier of one year following the date of such death and the original expiry date of such option.

Assignability of Options: Neither the options nor the benefits and rights of any optionee under any option or under the Stock Option Plan shall be assignable or otherwise transferable, except as specifically provided under the Stock Option Plan in the event of the death or disability of an optionee. During the lifetime of the optionee, all options may only be exercised by the optionee.

Amendment or termination of the Stock Option Plan: The Board reserves the right to amend or terminate the Stock Option Plan at any time if and when it is deemed advisable in the absolute discretion of the Board; provided, however, that no such amendment or termination shall adversely affect any outstanding options granted under the Stock Option Plan without the consent of the optionee. Any amendment to the Stock Option Plan shall also be subject to acceptance of such amendment or amended plan for filing by the TSXV and, where required by the TSXV, the approval of the Shareholders.

Adjustments: Following the date an option is granted, the exercise price for and the number of Common Shares which are subject to an option will be adjusted, with respect to the then unexercised portion thereof, in the events and in accordance with the provisions and rules set out under the Stock Option Plan, with the intent that the rights of

optionees under their options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. If the outstanding Common Shares are changed into or exchanged for a different number of Common Shares or into or for other securities of the Company or securities of another company or entity, whether through an arrangement, amalgamation or other similar procedure or otherwise, or a share recapitalization, subdivision or consolidation, then on each exercise of the option which occurs following such events, for each optioned share for which the option is exercised, the optionee shall instead receive the number and kind of shares or other securities of the Company or other company into which such Common Share would have been changed or for which such Common Share would have been exchanged if it had been outstanding on the date of such event and the exercise price will be similarly adjusted so that the aggregate price to exercise the option is preserved.

RSI PLAN AND DSU PLAN

On October 24, 2018, the Company adopted, subject to Exchange acceptance and disinterested shareholder approval, the RSU Plan and DSU Plan. Shareholders will also be asked at the Meeting to pass an ordinary resolution of the disinterested shareholders approving the RSU Plan and DSU Plan. See “Particulars of Matters to be Acted Upon – Approval of the Deferred Share Unit Plan and Approval of the Restricted Share Unit Plan.”

INDEBTEDNESS TO COMPANY OF DIRECTORS AND EXECUTIVE OFFICERS

At no time during the Company’s last completed financial year or as of October 24, 2018, was any director, executive officer or employee or proposed management nominee for election as a director of the Company nor any associate of any such director, executive officer or proposed management nominee of the Company or any former director, executive officer or employee of the Company or any of its subsidiaries is or has been indebted to the Company or any of its subsidiaries, or is or has been indebted to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, other than routine indebtedness.

APPOINTMENT OF AUDITOR

Dale Matheson Carr-Hilton LaBonte LLP (“DMCL”), Chartered Professional Accountants, of Vancouver, British Columbia, is the Company’s auditor. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of DMCL, Chartered Professional Accountants, as the auditor of the Company to hold office for the ensuing year at remuneration to be fixed by the directors. DMCL, Chartered Professional Accountants, were first appointed auditor of the Company by the directors of the Company on July 5, 2016.

MANAGEMENT CONTRACTS

Except as disclosed herein, no management functions of the Company are performed to any substantial degree by persons other than the directors and officers of the Company. Please see “Summary Compensation Table” and “Termination and Change of Control Benefits” above for a summary of the Company’s management contracts.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as set out herein, no person who has been a director or executive officer of the Company at any time since the beginning of the Company’s last financial year, none of Company management’s proposed nominees for election as director of the Company and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting other than the election of directors or the appointment of the auditor. Directors and executive officers may be interested in the annual approval of the Stock Option Plan, approval of Deferred Share Unit Plan and approval of Restricted Share Unit Plan. See “Particulars of Matters to be Acted Upon – Annual Approval of Stock Option Plan, Approval of Deferred Share Unit Plan and Approval of Restricted Share Unit Plan”.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein, no informed person of the Company or proposed director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company’s most recently completed financial year or in any proposed

transaction which in either such case has materially affected or would materially affect the Company or any of its subsidiaries.

An “informed person” means:

- (a) a director or executive officer of the Company;
- (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company;
- (c) any person or company who beneficially owns, directly or indirectly, the Company’s voting securities or who exercises control or direction over the Company’s voting securities or a combination of both carrying more than 10 percent of the voting rights attached to all the Company’s outstanding voting securities other than voting securities held by the person or company as underwriter in the course of a distribution; and
- (d) the Company if it has purchased, redeemed or otherwise acquired any of the Company’s securities, so long as the Company holds any of its securities.

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) requires issuers to disclose the corporate governance practices that they have adopted on an annual basis. The corporate governance practices adopted by the Company are set out in the attached Schedule “A”.

AUDIT COMMITTEE INFORMATION

Under National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”), venture issuers must include in its management information circular the disclosure required by Form 52-110F2 – *Disclosure by Venture Issuers* with respect to their audit committee, including the text of the audit committee’s charter, the composition of the audit committee and the fees paid to the external auditor. This information is set out in the attached Schedule “B” to this Information Circular.

PARTICULARS OF MATTERS TO BE ACTED UPON

Annual Approval of Stock Option Plan

As noted under the headings “Stock Option Plans and other Incentive Plans and Securities Authorized for Issuance Under Equity Compensation Plans” the Company adopted the new Stock Option Plan on August 17, 2015 that incorporated TSXV requirements and replaced the old stock option plan. The Stock Option Plan was last approved by the shareholders of the Company on December 14, 2017. See “Stock Option Plans and other Incentive Plans” for the terms and conditions governing the Stock Option Plan.

A copy of the Stock Option Plan may be inspected at the office of the Company’s Canadian solicitors, Gowling WLG (Canada) LLP, at Suite 2300, 550 Burrard Street, Vancouver, British Columbia, V6C 2B5 Canada during normal business hours and at the Meeting. In addition, a copy of the Stock Option Plan will be mailed, free of charge, to any holder of common shares who requests a copy, in writing, from the Secretary of the Company. Any such requests should be mailed to the Company, at its head office, to the attention of the Secretary.

As a “rolling” stock option plan, the Stock Option Plan is required, pursuant to the policies of the TSXV, to be reapproved by the shareholders each year at the Company’s annual general meeting.

Shareholders will be asked at the Meeting to pass the following ordinary resolution:

“RESOLVED as an ordinary resolution, that:

1. the Company’s Stock Option Plan, as described in the Company’s Information Circular dated October 24, 2018 be and is hereby ratified, confirmed and approved;

2. the number of common shares of the Company reserved for issuance under the Company's Stock Option Plan shall be no more than 10% of the Company's issued and outstanding share capital at the time of any stock option grant; and
3. the Board of Directors of the Company be authorized to make any changes to the Company's Stock Option Plan, if required by the TSX Venture Exchange."

In the absence of instructions to the contrary, the shares represented by proxy will be voted FOR the approval and confirmation of the Stock Option Plan.

Approval of Deferred Share Unit Plan

On October 24, 2018, the Board adopted the DSU Plan, a copy of which is attached hereto as Schedule "C", subject to receipt of the requisite approvals of the TSXV and the Shareholders. The purpose of the DSU Plan is to advance the interests of the Company and its subsidiaries by: (i) increasing the proprietary interests of non-executive directors in the Company; (ii) aligning the interests of non-executive directors with the interests of the Shareholders generally; and (iii) furnishing non-executive directors with an additional incentive in their efforts on behalf of the Company.

The Company is seeking the approval of disinterested shareholders at the Meeting to pass an ordinary resolution approving, ratifying and confirming the DSU Plan, and approving the issuance of up to 5,000,000 Common Shares under the DSU Plan (collectively, the "**DSU Plan Resolutions**").

The following is a summary of the principal terms of the DSU Plan, which is qualified in its entirety by reference to the text of the DSU Plan, a copy of which is attached hereto as Schedule "C":

- The maximum number of Common Shares made available for issuance from treasury under the DSU Plan, subject to certain adjustments described in the DSU Plan, shall not exceed 5,000,000 Common Shares as of the date of this Information Circular, calculated on an undiluted basis), provided, however, that the number of Common Shares reserved for issuance from treasury under the DSU Plan and pursuant to all other security-based compensation arrangements of the Company and its subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding.
- Non-executive members of the Board who are designated by the Board (or such other committee of the directors appointed to administer the DSU Plan) may participate in the DSU Plan ("**DSUP Participants**"). DSUP Participants may be granted deferred share units of the Company ("**DSUs**"), represented by a notional bookkeeping entry on the books of the Company with each DSU having a value equal, on any particular date, equal to the volume weighted average trading price of the Common Shares for the five (5) consecutive trading days prior to such date ("**Market Value**").
- In addition, DSUP Participants may elect to receive DSUs in lieu of cash remuneration in respect of his or her annual retainer, committee retainer and meeting fees (or any portion thereof). The number of DSUs to be notionally credited to DSU Participants in lieu of cash remuneration shall be determined on a quarterly basis, as of the final day of any quarterly period, calculated as the quotient obtained when (i) the aggregate value of the cash remuneration that would have been paid to such DSU Participant, is divided by (ii) the Market Value as of the last day of such quarterly period.
- The grant of DSUs under the DSU Plan is subject to a number of restrictions:
 - the aggregate number of Common Shares issuable at any time to Insiders (as defined in the DSU Plan) under the DSU Plan and all other security-based compensation arrangements of the Company and its subsidiaries shall not, in the aggregate, exceed 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - within any one-year period, the Company shall not issue to Insiders under the DSU Plan and all other security-based compensation arrangements of the Company and its subsidiaries, in the aggregate, a number of Common Shares exceeding 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - the aggregate number of Common Shares made available for issuance from treasury to all non-employee directors of the Company under the DSU Plan (alone or when combined with

all of the other security- based compensation arrangements of the Company and its subsidiaries) shall not exceed 1% of the Company's total issued and outstanding Common Shares; and

- the value of Common Shares associated with grants to any individual non-employee director of the Company under the DSU Plan (alone or when combined with grants under all of the other security- based compensation arrangements of the Company and its subsidiaries) shall not exceed \$150,000 annually.
-
- The Board (or such other committee of the directors appointed to administer the DSU Plan) shall determine, at its sole discretion, the size of grants in respect of any DSUP Participant.
 - Whenever cash or other dividends are paid on Common Shares, additional DSUs will be automatically granted to each DSUP Participant who holds DSUs on the record date for such dividends. The number of such DSUs to be credited to such DSUP Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such DSUP Participant if the DSUP Participant's DSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares.
 - DSUs shall be adjusted (at the Board's sole discretion) to reflect changes affecting the Company as a result of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution (other than normal cash dividends) of the Company's assets to shareholders or any other change affecting the Common Shares.
 - A DSUP Participant may select a date to receive settlement for his or her DSUs on any date following his or her termination, but no later than December 15 of the calendar year following such Termination (the "**Settlement Date**"), by completing and delivering a "Redemption Notice" to the Company.
 - On the Settlement Date, the DSUP Participant (or his or her succession) shall be entitled to receive, in accordance with the prior election of such DSUP Participant, either: (i) one (1) Common Share for each DSU credited to the DSUP Participant's account on the Settlement Date, (ii) a lump sum cash payment equal to the Market Value on the Settlement Date of one (1) Common Share for each DSU credited to the DSUP Participant's account on the Settlement Date, or (iii) any combination of the foregoing (subject to the discretion Board (or such other committee of directors appointed to administer the DSU Plan) to settle by alternative form provided for under the DSU Plan).
 - The Company will deduct or withhold from any payment or settlement in Common Shares, for the benefit of a DSUP Participant, any amount required in order to comply with the applicable provisions of any federal or provincial law relating to the withholding of tax or the making of any other source deductions, including on the amount, if any, included in income of a DSUP Participant. The obligation of the Company to deliver payment or Common Shares in settlement of DSUs, for the benefit of a DSUP Participant, is conditional upon the DSUP Participant paying such amount as may be requested for the purpose of satisfying any liability in respect of such withholding.
 - Upon a Change of Control (as defined in the DSU Plan), all outstanding DSUs will remain outstanding, unless the DSUP Participant's Board mandate is terminated as a result of the Change of Control.
 - DSUP Participants have no claim or right to any Common Shares pursuant to the DSU Plan. DSUs shall not be considered Common Shares nor shall they entitle any DSUP Participant to exercise voting rights or any other rights attaching to the ownership or control of Common Shares.
 - The Board (or such other committee of the directors appointed to administer the DSU Plan) may from time to time amend, suspend or terminate (and re-instate) the DSU Plan in whole or in part or amend the terms of DSUs credited in accordance with the DSU Plan, without approval of the Shareholders, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV. If any such amendment, suspension or termination will materially or adversely affect the rights of a DSUP Participant with respect to DSUs credited to such DSUP Participant, then the written consent of such DSUP Participant to such amendment, suspension or termination shall be obtained. However, a DSUP Participant's written consent to an amendment, suspension or termination materially or adversely affecting his or her rights with respect to any credited DSUs will not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Company are listed.

- The Board has broad discretion to amend the DSU Plan without seeking the approval of Shareholders, including, without limitation, amendments to the DSU Plan to rectify typographical errors and/or to include clarifying provisions for greater certainty. However, the Company may not make the following amendments to the DSU Plan without the approval of Shareholders and the TSXV: (i) an amendment to remove or exceed the insider participation limit prescribed by the TSXV Corporate Finance Manual; (ii) an amendment to increase the maximum number of Common Shares made available for issuance from treasury under the DSU Plan; (iii) an amendment to modify the definition of "Eligible Director" in the DSU Plan; or (iv) an amendment to the amending provision within the DSU Plan.
- If the Board (or such other committee of the directors appointed to administer the DSU Plan) terminates the DSU Plan, DSUs previously credited to DSUP Participants will remain outstanding and in effect and be settled in due course in accordance with the terms of the DSU Plan.
- Except as otherwise may be expressly provided for under the DSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a DSUP Participant under the DSU Plan is assignable or transferable.

The above summary is qualified in its entirety by the full text of the DSU Plan, which is set out in Schedule "C" to this Circular. The Board encourages shareholders to read the full text of the DSU Plan before voting on the DSU Plan Resolutions.

In accordance with the policies of the TSXV, the DSU Plan Resolutions must be passed by a majority of the votes cast on the ordinary resolution by all shareholders at the Meeting, excluding the votes attached to Common Shares beneficially owned by insiders (as defined under the policies of the Exchange) of the Company to whom DSUs may be granted under the DSU Plan and their associates (as defined under the policies of the Exchange). Based on the present shareholdings of the insiders to whom DSUs may be granted under the DSU Plan and their associates, a total of up to 5,000,000 Common Shares will be excluded from voting on the DSU Plan Resolutions, representing 4.6 % of the issued and outstanding Common Shares as of the Record Date, October 24th, 2018. If the DSU Plan Resolution is not approved by disinterested shareholders at the Meeting, the DSU Plan will be terminated.

On October 24, 2018, the Board unanimously passed a resolution approving the DSU Plan and the issuance of up to 5,000,000 Common Shares under the DSU Plan. The Board recommends that Shareholders vote for the DSU Plan Resolutions. As of the date of this Circular, there are no entitlements outstanding under the DSU Plan.

The DSU Plan Resolutions are ordinary resolutions, which must be passed by more than 50% of the votes cast by those Shareholders entitled to vote, whether case in person or by proxy. **In the absence of contrary instructions, the persons named in the accompanying form of proxy intend to vote the Common Shares represented thereby FOR the DSU Plan Resolutions.**

The DSU Plan Resolutions, which must be approved by the holders of a majority of the Common Shares voting at the Meeting, is as follows:

"BE IT RESOLVED as ordinary resolutions of Candente Gold Corp. that:

1. the adoption of the DSU Plan as described in the management information circular of the Company dated October 24, 2018 is hereby approved, ratified and confirmed;
2. the issuance of up to the maximum of 5,000,000 Common Shares issuable upon the redemption of DSUs under the DSU Plan is hereby authorized and approved;
3. the Company is hereby authorized and directed to issue such Common Shares pursuant to the DSU Plan as fully paid and non-assessable Common Shares of the Company; and
4. any one director or officer of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as such director or officer may deem necessary or desirable in connection with the foregoing resolution."

The Board recommends that Shareholders vote in favour of the DSU Plan Resolutions. Unless a Shareholder directs that his or her Common Shares are to be voted against this resolution, the persons named in the enclosed form of proxy intend vote **FOR** the DSU Plan Resolutions.

Approval of Restricted Share Unit Plan

On October 24, 2018, the Board adopted the RSU Plan, a copy of which is attached hereto as Schedule "D", subject to receipt of the requisite approvals of the TSXV and the Shareholders. The purpose of the RSU Plan is to advance the interests of the Company and its subsidiaries by: (i) assisting the Company and its subsidiaries in attracting and retaining individuals with experience and ability, (ii) allowing certain executive officers and key employees of the Company and its subsidiaries to participate in the long term success of the Company, and (iii) promoting a greater alignment of interests between the executive officers and key employees designated under the RSU Plan and the Shareholders.

The Company is seeking the approval of disinterested shareholders at the Meeting to pass an ordinary resolution approving, ratifying and confirming the RSU Plan, and approving the issuance of up to 5,000,000 Common Shares under the RSU Plan (collectively, the **RSU Plan Resolutions**).

The following is a summary of the principal terms of the RSU Plan, which is qualified in its entirety by reference to the text of the RSU Plan, a copy of which is attached hereto as Schedule "D":

- The maximum number of Common Shares made available for issuance from treasury under the RSU Plan, subject to certain adjustments described in the RSU Plan, shall not exceed 5,000,000 Common Shares (representing approximately 4,6 % of the total issued and outstanding Common Shares as of the date of this Information Circular, calculated on an undiluted basis), provided, however, that the number of Common Shares reserved for issuance from treasury under the RSU Plan and pursuant to all other security-based compensation arrangements of the Company and its subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding.
- The Board (or such other committee of the directors appointed to administer the RSU Plan), upon recommendation from the President and/or Chief Executive Officer, from time to time in their sole discretion designates the executives and key employees entitled to participate in the RSU Plan ("**RSUP Participants**"). Restricted share units ("**RSUs**") are granted to RSUP Participants at the discretion of the RSUP Committee.
- The grant of RSUs under the RSU Plan is subject to a number of restrictions:
 - the aggregate number of Common Shares issuable at any time to Insiders (as defined in the RSU Plan) under the RSU Plan and all other security-based compensation arrangements of the Company and its subsidiaries shall not, in the aggregate, exceed 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - within any one-year period, the Company shall not issue to Insiders under the RSU Plan and all other security-based compensation arrangements of the Company and its subsidiaries, in the aggregate, a number of Common Shares exceeding 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - the aggregate number of Common Shares made available for issuance from treasury to all non-employee directors of the Company under the RSU Plan (alone or when combined with all of the other security-based compensation arrangements of the Company and its subsidiaries) shall not exceed 1% of the Company's total issued and outstanding Common Shares; and
 - the value of Common Shares associated with grants to any individual non-employee director of the Company under the RSU Plan (alone or when combined with grants under all of the other security-based compensation arrangements of the Company and its subsidiaries) shall not exceed \$150,000 annually.
- Whenever cash or other dividends are paid on Common Shares, additional RSUs will be automatically granted to each RSUP Participant who holds RSUs on the record date for such dividends. The number of such RSUs (rounded to the nearest whole RSU) to be credited to such RSUP Participant as of the date on

which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such RSUP Participant if his or her RSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value (as defined in the RSU Plan) of the Common Shares as of the date on which the dividend is paid on the Common Shares. RSUs granted to a RSUP Participant by reason of cash or other dividends paid on Common Shares are subject to the same vesting conditions (time and performance, as applicable) as the RSUs to which they relate.

- Vesting and settlement provisions under the RSU Plan are as follows:
 - Subject to the discretion of the Board (or such other committee of the directors appointed to administer the RSU Plan), RSUs will vest in their entirety over three years (one-third on each of the first, second and third anniversary of the date a RSU is awarded).
 - The RSUs may vest according to time and/or performance vesting conditions. The RSUs that are subject to the time vesting condition shall be deemed to have been 100% satisfied if the RSUP Participant is employed by the Company and/or a subsidiary on the date specified in the RSU Award Agreement (as defined in the RSU Plan). The RSUs that are subject to the performance vesting condition(s) (as applicable) shall also vest on the date specified in the RSU Award Agreement, provided that such number of vested RSUs shall be multiplied by the performance percentage determined by the Board (or such other committee of the directors appointed to administer the RSU Plan), all in accordance with the RSU Award Agreement.
 - Within 10 days following the vesting date, the RSUP Participant (or his or her succession) shall be entitled to receive, in accordance with the prior election of such RSUP Participant, either: (i) one (1) Common Share for each RSU credited to the RSUP Participant's account on the settlement date, (ii) a lump sum cash payment equal to the Market Value on the settlement date of one (1) Common Share for each RSU credited to the RSUP Participant's account on the settlement date, or (iii) any combination of the foregoing (subject to the discretion Board (or such other committee of directors appointed to administer the RSU Plan) to settle by alternative form provided for under the RSU Plan.
 - Upon a Change of Control (as defined in the RSU Plan), all outstanding RSUs shall vest, irrespective of any performance vesting conditions.
- RSUs will be adjusted to reflect changes affecting the Common Shares as a result of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off or other distribution (other than normal cash dividends) of the Company's assets to Shareholders or any other change affecting the Common Shares.
- If a RSUP Participant ceases to be an employee as a result of termination for cause, or as a result of a voluntary termination, all of the RSUP Participant's outstanding RSUs will be terminated.
- If a RSUP Participant ceases to be an employee of the Company or a subsidiary as a result of death, termination not for cause, retirement or long-term disability, the time vesting component of RSUs will be subject to the following considerations:
 - In the event the RSUP Participant is not entitled to a Benefits Extension Period (as defined in the RSU Plan), then the time vesting component of each RSU grant will be pro-rated based on the number of days actually worked from the date of grant of such RSUs until the date of death, termination not for cause, retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such RSU grant.
 - In the event the RSUP Participant is entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be pro-rated based on the sum of (i) the number of days actually worked from the date of grant up until the date of death, termination not for cause, retirement or Long-Term Disability, and (ii) the number of days included in the Benefits Extension Period, over the number of days in the original vesting schedule in relation to such grant.
- If a RSUP Participant ceases to be an employee of the Company or a subsidiary as a result of death, termination not for cause, retirement or Long-Term Disability, the performance vesting component of RSUs will be subject to the following considerations:

- In the event the RSUP Participant is not entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be pro-rated based on the number of days actually worked from the date of grant until the date of death, termination not for cause, retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such grant; the number of vested RSUs resulting from such pro-rated calculation will be multiplied by the performance percentage determined by the Board (or such other committee of directors appointed to administer the RSU Plan).
 - In the event the RSUP Participant is entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be pro-rated based on the sum of (i) the number of days actually worked from the date of grant up until the date of death, termination not for cause, retirement or long- term disability, and (ii) the number of days included in the Benefits Extension Period, over the number of days of the original vesting schedule set forth in relation to such grant.
- A voluntary resignation will be considered as retirement if the RSUP Participant has reached normal retirement age under the Company's benefit plans or policies, unless the Board (or such other committee of directors appointed to administer the RSU Plan) decides otherwise at its sole discretion.
 - The Board (or such other committee of the directors appointed to administer the RSU Plan) may from time to time amend, suspend or terminate (and re-instate) the RSU Plan in whole or in part or amend the terms of RSUs credited in accordance with the RSU Plan, without approval of the Shareholders, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV. If any such amendment, suspension or termination will materially or adversely affect the rights of a RSUP Participant with respect to RSUs credited to such RSUP Participant, then the written consent of such RSUP Participant to such amendment, suspension or termination shall be obtained. However, a RSUP Participant's written consent to an amendment, suspension or termination materially or adversely affecting his or her rights with respect to any credited RSUs will not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Company are listed.
 - The Board has broad discretion to amend the RSU Plan without seeking the approval of Shareholders, including, without limitation, to make the following amendments: (i) an amendment to the RSU Plan to rectify typographical errors and/or to include clarifying provisions for greater certainty; (ii) an amendment to the vesting provisions of an RSU or the RSU Plan; (iii) an amendment to the termination provisions of an RSU or the RSU Plan which does not entail an extension beyond the original expiry date thereof. However, the Company may not make the following amendments to the RSU Plan without the approval of Shareholders and the TSXV: (i) an amendment to remove or exceed the insider participation limit prescribed by the TSXV Corporate Finance Manual; (ii) an amendment to increase the maximum number of Common Shares made available for issuance from treasury under the RSU Plan; (iii) an amendment to extend the term of an RSU for the benefit of an Insider; or (iv) an amendment to the amending provision within the RSU Plan.
 - If the Board (or such other committee of directors appointed to administer the RSU Plan) terminates the RSU Plan, RSUs previously credited to RSUP Participants will remain outstanding and in effect and be settled in due course in accordance with the terms of the RSU Plan.
 - Except as otherwise may be expressly provided for under the RSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a RSUP Participant under the RSU Plan is assignable or transferable.

The above summary is qualified in its entirety by the full text of the RSU Plan, which is set out in Schedule "D" to this Circular. The Board encourages shareholders to read the full text of the RSU Plan before voting on the RSU Plan Resolutions.

In accordance with the policies of the TSXV, the RSU Plan Resolutions must be passed by a majority of the votes cast on the ordinary resolution by all shareholders at the Meeting, excluding the votes attached to Common Shares beneficially owned by insiders (as defined under the policies of the TSXV) of the Company to whom RSUs may be granted under the RSU Plan and their associates (as defined under the policies of the TSXV). Based on the present shareholdings of the insiders to whom RSUs may be granted under the RSU Plan and their associates, a total of up

to 5,000,000 Common Shares will be excluded from voting on the RSU Plan Resolutions, representing 4.6% of the issued and outstanding Common Shares as of the Record Date. If the RSU Plan Resolution is not approved by disinterested shareholders at the Meeting, the RSU Plan will be terminated.

On October 24, 2018, the Board unanimously passed a resolution approving the RSU Plan and the issuance of up to 5,000,000 Common Shares under the RSU Plan. The Board recommends that Shareholders vote for the RSU Plan Resolutions. As of the date of this Circular, there are no entitlements outstanding under the RSU Plan.

The RSU Plan Resolutions are ordinary resolutions, which must be passed by more than 50% of the votes cast by those Shareholders entitled to vote, whether in person or by proxy. **In the absence of contrary instructions, the persons named in the accompanying form of proxy intend to vote the Common Shares represented thereby FOR the RSU Plan Resolutions.**

The RSU Plan Resolutions, which must be approved by the holders of a majority of the Common Shares voting at the Meeting, is as follows:

"BE IT RESOLVED as ordinary resolutions of Candente Gold Corp. that:

1. the adoption of the RSU Plan as described in the management information circular of the Company dated October 24, 2018 is hereby approved, ratified and confirmed;
2. the issuance of up to the maximum number of 5,000,000 Common Shares issuable upon the redemption of RSUs under the RSU Plan is hereby authorized and approved;
3. the Company is hereby authorized and directed to issue such Common Shares pursuant to the RSU Plan as fully paid and non-assessable Common Shares of the Company; and
4. any one director or officer of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as such director or officer may deem necessary or desirable in connection with the foregoing resolution."

The Board recommends that Shareholders vote in favour of the RSU Plan Resolutions. Unless a Shareholder directs that his or her Common Shares are to be voted against this resolution, the persons named in the enclosed form of proxy intend to vote **FOR** the RSU Plan Resolutions.

ANY OTHER MATTERS

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of Proxy to vote the shares represented thereby on such matter in accordance with their best judgement.

ADDITIONAL INFORMATION

Additional information relating to the Company and its business activities is available on the Company's Profile on SEDAR located at www.sedar.com "Company Profiles – Candente Gold Corp." Shareholders may contact the Company at Suite 1100, 1111 Melville Street, Vancouver, British Columbia, Canada, V6E 3V6, Telephone: 604-689-1957, fax: 604-484-7143 or email: info@candentegold.com to request copies of the Company's financial statements and management's discussion and analysis ("**MD&A**").

The Company's financial information is provided in the Company's audited comparative financial statements and related MD&A for its most recently completed financial year and may be viewed on the SEDAR website at the location noted above.

DATED: **October 24, 2018.**

BY ORDER OF THE BOARD OF DIRECTORS

Signed "*Joanne Freeze*"

President, Chief Executive Officer and Director

SCHEDULE “A”

CORPORATE GOVERNANCE DISCLOSURE - CANDENTE GOLD CORP.

NI 58-101 requires the Company to disclose information about its corporate governance practices on an annual basis. This disclosure must be made against the corporate governance guidelines contained in National Policy 58-201 *Corporate Governance Guidelines* (the “**Guidelines**”).

The Company’s board of directors (the “**Board**”) has adopted certain corporate governance policies to reflect the Company’s commitment to good corporate governance, and to comply with NI 58-101, Form 58-101F2 *Corporate Governance Disclosure*. The Board periodically reviews these policies and proposes modifications to the Board for consideration as appropriate. The Company considers good corporate governance to be central to the effective and efficient management and operation of the Company, and the Board is directly responsible for developing the Company’s approach to corporate governance issues.

Board of Directors

NI 52-110 sets out the standard for director independence. Under NI 52-110, a director is independent if he or she has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director’s independent judgment. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship with the Company.

The Board is currently composed of five persons. Applying the definition set out in NI 52-110, as at the date of this Information Circular, a majority of the Board is independent as three of the five current members of the Board are independent. The members who are independent are Larry D. Kornze, Kenneth G. Thomas, and Ian Ward. Joanne C. Freeze is not independent by virtue of the fact that she is the Company’s Chief Executive Officer and President and Paul H. Barry is the Chairman of the Board.

In addition to their positions on the Board, the following directors also serve as directors of the following reporting issuers or reporting issuer equivalent(s):

Other reporting issuers of which the Company’s directors are also directors	
Name of Director	Names of Reporting Issuers
Joanne C. Freeze	Candente Copper Corp.
Larry D. Kornze	Duncan Park Holdings Corporation, Dynasty Gold Corp., Goldex Resources Corporation, Thunder Mountain Inc., and Mesa Exploration Corp.
Kenneth G. Thomas	Continental Gold Inc. and Avalon Rare Metals Inc.
Paul H. Barry	Candente Copper Corp.
Ian Ward	Canadian Zinc Corporation

The independent directors do not have regularly scheduled meetings in the absence of the non-independent directors. On occasions where it is considered advisable, the Company’s independent directors will and do hold meetings at which non-independent directors and members of management are not in attendance. As all but one of the current directors are independent, the Board does not believe it is presently necessary to have any formal structure or procedures in place to ensure that the Board can function independently of management and is of the view that the current Board structure is sufficient to facilitate open and candid discussion among independent directors. The independent directors have met more than once in the absence of management during the period since the beginning of the Company’s most recently completed financial year. It is the Company’s policy to have in camera sessions with only independent directors present as part of the agenda for all Board meetings.

Mr. Paul H. Barry was appointed as Chairman of the Board on March 17, 2015.

Board Mandate

The mandate of the Board is contained in the Company's Corporate Governance Policy and is as follows:

“The mandate of the Board is to oversee the management of the business and affairs of the Company. The Board shall have responsibility for the stewardship of the Company and shall assume responsibility for the following matters:

- the adoption of a strategic planning process;
- the identification of the principal risks to the business of the Company and the implementation of systems to manage such risks;
- appointing, training and monitoring senior management and planning for succession of senior management;
- establishing a communications policy for the Company; and
- ensuring the integrity of the Company's internal control and management information systems.”

Position Description for Chairman

The Board does not have a written position description for the Chairman.

Position Description for CEO

The Board does not have a written position description for the CEO, but considers the CEO to be primarily responsible for the day to day operations of the Company and for preparing the Company's strategic plans and budgets for approval by the Board. The CEO is ultimately responsible for the execution of the Company's strategic plan and for meeting the Company's budget. The general duties and responsibilities of the CEO are set out in the employment agreement between the CEO and the Company, which were developed by the Company in consultation with CEO at the time of first engagement on January 1, 2010 and continued in contract dated April 1, 2018.

Orientation and Continuing Education

The Company does not currently have a formal orientation or continuing education process in place. New directors are furnished with appropriate documentation relating to the Company's business activities and internal organization, and are encouraged to spend time with management and incumbent directors in order to familiarize themselves with the Company's business and operations, as well as the role of the Board, its committees and its directors. Both new and incumbent directors are also encouraged to communicate with management, auditors, technical consultants and legal counsel to keep themselves current with industry trends and developments and changes in legislation. Management regularly provides corporate updates at scheduled meetings of the Board and passes along updates regarding legal and regulatory changes received from its legal and other professional advisors when such information is relevant to the Board. Going forward, the Company is arranging for an annual educational session to be provided to the Board by the Company's legal counsel. The Company may also pay the reasonable costs of attendance by directors at continuing education courses and seminars with respect to corporate governance, directors' duties and obligations and similar matters upon request. The Company's directors are experienced corporate directors and all of them serve as directors of other public companies where they receive various degrees of additional formal and informal continuing education and are also kept apprised of issues relevant to publicly traded mineral exploration companies. Most of the Company's directors are also members of professional associations through which they also receive relevant continuing education. If the growth of the Company's operations and/or increased turnover of the Board warrants it, the Board would consider implementing further formal orientation and/or continuing education process.

Ethical Business Conduct

The Company adopted a Code of Ethics which was approved on November 10, 2011. The Company's Code of Ethics affirms the Company's commitment to uphold high moral and ethical principles and specifies the basic norms of behavior for those conducting business on its behalf. Most of the Company's directors are also members of professional associations which have disciplinary and practice review boards and processes. While the Company's

business practices must be consistent with the business and social practices of the communities in which the Company operates, the Company believes that honesty and transparency is the essential standard of integrity in any locale of the Company's business. Thus, though local customs may vary, the Company's activities are to be based on honesty, integrity and respect. The Company's Code of Ethics is posted on the Company's profile on SEDAR and is posted on the Company's website www.candentegold.com.

The Company adopted a Whistleblower Policy on June 28, 2010 which allows its directors, officers and employees who feel that a violation of the Code of Ethics has occurred, and/or who have concerns regarding financial statements disclosure issues, accounting, internal accounting controls or auditing matters, to report such violation or concerns on a confidential and anonymous basis. Such reporting can be made by email or telephone through a Compliance Hot Line, to lawyers independent of the Company, fluent in English and Spanish, and is available in Peru, Mexico, and Canada to all directors, officers and employees. All complaints are to be forwarded to the Chair of the Audit Committee for investigation and corrective and disciplinary action, if appropriate. The Whistleblower Policy and the procedures it establishes assist the Board in monitoring compliance with the Code of Ethics.

The Company's Whistleblower Policy in both English and Spanish languages is available on the Company's website www.candentegold.com.

The Company has not filed any material change reports since the beginning of its most recently completed financial year that pertains to any departures from the Code of Ethics by any director or executive officer of the Company.

In addition to the provisions of the Code of Ethics, the directors and officers of the Company are bound by the provisions of the Company's Articles and the *Business Corporations Act* (British Columbia), which contain detailed provisions as to how any conflicts of interests are to be dealt with. In particular, any director who has a material interest in a particular transaction is required to disclose such interest to the Company and to abstain from voting with respect to the approval of such transaction.

In addition, the Board has also adopted a Corporate Governance Policy and Corporate Disclosure Policy on June 28, 2010. The Corporate Governance Policy establishes the mandate of the Board and sets out various matters with respect to the corporate governance of the Company, including requirements with respect to the independence of Board members, matters relating to Board composition and Board Committees, employee and insider trading guidelines and accounting services approval. The Corporate Disclosure Policy is applicable to all employees and is intended to ensure that communications to the public about the Company are timely, factual and accurate and are broadly disseminated in accordance with applicable legal and regulatory requirements. Copies of the Corporate Governance Policy and Corporate Disclosure Policy and are available on the Company's website at www.candentegold.com.

Board Committees

The Board has two committees: the Audit Committee and the Compensation and Governance Committee. The committees and their memberships are described below.

Audit Committee

The mandate of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities. The Audit Committee's primary duties and responsibilities are to:

- oversee the process of selecting and appointing an auditor;
- oversee the conduct of the audit;
- identify and monitor the management of the principal risks that could impact the financial reporting of the Company;
- monitor the integrity of the Company's financial reporting process and system of internal controls regarding financial reporting and accounting compliance;
- ensure the independence of the Company's auditor in accordance with applicable standards and monitor the auditor's performance; and

- provide an avenue of communication between and amongst the Company's auditors, management and the Board.

The Audit Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities and it has direct access to the Company's auditors and anyone in the Company that it deems necessary. The Audit Committee has the ability to retain, at the Company's expense, special legal, accounting or other consultants or experts it deems necessary in the performance of its duties. During the period since the beginning of the Company's most recently completed financial year the Audit Committee met once in the absence of management. It is the Company's policy for the Audit Committee to have in-camera sessions with the Company's auditors during the meetings in which that auditors are involved.

As at the date of this Information Circular, the Audit Committee is composed of Paul H. Barry (Chair), Larry D. Kornze, and Kenneth G. Thomas, all of whom are "financially literate" and two of whom are "independent" within the meaning of sections 1.4, 1.5 and 1.6 of NI 52-110 and applicable exchange rules and regulations as of this date.

The Company has set out the written position description for the Chair of the Audit Committee as follows:

- to lead the Audit Committee in the performance of its duties and carrying out its responsibilities within the terms of reference established by the Board;
- to report to the Board on the outcome of the deliberations of the Audit Committee and periodically report to the Board on the activities of the Audit Committee; and
- to meet regularly and as required with the Chief Financial Officer of the Company and other members of management to review material issues and to ensure that the Audit Committee and the Board are provided in a timely manner with all information necessary to permit the Board to fulfill its statutory and other obligations.

Compensation and Governance Committee

The mandate of the Compensation and Governance Committee is to discharge the Board's responsibilities relating to compensation of the Company's executive officers. Among other things, the Compensation and Governance Committee has overall responsibility for recommending levels of executive compensation that are competitive and motivating in order to attract, hold and inspire the chief executive officer, senior officers and other key employees and for recommending compensation for directors.

The Compensation and Governance Committee performs any other duties or responsibilities delegated to the Compensation and Governance Committee by the Board from time to time. For further information on the duties and responsibilities of the Compensation and Governance Committee, see "Executive Compensation – Compensation and Governance Committee" in this Information Circular.

As of the date of this Information Circular, the Compensation and Governance Committee members are Kenneth G. Thomas (Chair), Paul H. Barry, and Mr. Larry D. Kornze, two of whom are independent directors.

There is no written position description for the Chair of the Compensation and Governance Committee. To date, given the size of the Company and its stage of development, the Company does not believe that a formal written position description of the Chair of the Compensation and Governance Committee is required, and that good business practices and the common law provide guidance as to what is expected of the Chair of the Compensation and Governance Committee.

Nomination of Directors

The Board does not have a nominating committee composed of independent directors. The CEO submits to the Board candidates to fill vacancies on the Board and the full Board then considers the proposed candidates. As the Board is comprised of a majority of independent directors, the Board is of the view that this is sufficient to ensure objectivity in the nomination process.

Assessment

While there is no formal process for assessing Board or its committees on an ongoing basis, the directors are free to discuss specific situations from time to time among themselves and/or with the President and CEO and, if need be, steps are taken to remedy the situation, which steps may include a request for resignation. Given the current structure and size of the Board, the Board believes that it is not necessary to adopt a more formal assessment process at this time and that the present system is sufficient.

SCHEDULE "B"

AUDIT COMMITTEE INFORMATION

Following is text of the current charter for Candente Gold's Audit Committee:

I. MANDATE

The Audit Committee is elected by the Board of Directors to assist the Board in fulfilling its oversight responsibilities. The Audit Committee's primary duties and responsibilities are to:

- A. Oversee the process of selecting and appointing an auditor.
- B. Oversee the conduct of the audit.
- C. Identify and monitor the management of the principal risks that could impact the financial reporting of the Company.
- D. Monitor the integrity of the Company's financial reporting process and system of internal controls regarding financial reporting and accounting compliance.
- E. Ensure the independence of the Company's auditor in accordance with applicable standards and monitor his performance.
- F. Provide an avenue of communication among the Company's auditors, management and the Board of Directors.

The Audit Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities and it has direct access to the Company's auditors and anyone in the Company that it deems necessary. The Audit Committee has the ability to retain, at the Company's expense, special legal, accounting or other consultants or experts it deems necessary in the performance of its duties.

II. COMPOSITION AND QUORUM

- A. The Audit Committee shall consist of a minimum of three independent directors and shall be elected at the first meeting of the Board after any Annual General Meeting.
- B. The Chair of the Audit Committee shall be elected by the Audit Committee from among their number and shall be financially literate.
- C. The members of the Audit Committee other than the Chair shall also be financially literate, subject to the exception that the Board of Directors may appoint to the Audit Committee any independent director who is not financially literate on the condition that such director become financially literate within a reasonable amount of time following his or her appointment to the Audit Committee and provided that the Board of Directors at the time of such appointment determine in writing (as evidenced by the Board's consent resolution or minutes of the Board meeting appointing such director to the Audit Committee) that the reliance on such exception from the requirement that all members of the Audit Committee be financially literate will not materially adversely affect the ability of the Audit Committee to satisfy the requirements of applicable corporate and securities laws pertaining to audit committees, including Multilateral Instrument 52-110.
- D. A quorum for the transaction of business at all meetings of the Audit Committee shall be a majority of members.

III. DUTIES OF THE CHAIR OF THE AUDIT COMMITTEE

- A. Lead the Audit Committee in the performance of its duties and carrying out its responsibilities within the Terms of Reference established by the Board.

- B. Report to the Board of Directors on the outcome of the deliberations of the Audit Committee and periodically report to the Board of Directors on the activities of the Audit Committee.
- C. Meet regularly and as required with the Chief Financial Officer of the Company and other members of management to review material issues and to ensure that the Audit Committee and the Board are provided in a timely manner with all information necessary to permit the Board to fulfill its statutory and other obligations.

IV. TERMS OF REFERENCE

- A. The Audit Committee must recommend to the Board of Directors:
 - (a) the auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company; and,
 - (b) the compensation of the auditor.
- B. The Audit Committee must determine the scope and terms of reference of the audit engagement and the process by which and the terms under which the auditor formally reports to the Company.
- C. The Audit Committee is directly responsible for overseeing the work of the Company's auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the Company's auditor regarding financial reporting.
- D. The Audit Committee must pre-approve all non-audit services to be provided to the Company or any subsidiary of the Company by the Company's auditor.
- E. The Audit Committee must determine that the audit fees charged by the auditor with respect to the audit are, in the opinion of the Audit Committee, appropriate in relation to the work required to support an audit opinion, without regard to fees that are paid, payable or might be paid to the auditor for other services.
- F. The Audit Committee must review the Company's financial statements, MD&A and annual and interim earnings press releases before the Company publicly discloses this information.
- G. The Audit Committee shall prepare annually a report to the shareholders describing the steps it has taken to ensure that the auditor is independent of the Company, including:
 - (a) the policies and procedures followed so that any contracts for non-audit services with the auditor do not compromise the auditor's independence; and,
 - (b) the nature of any non-audit service contracts with the auditor and the amount of the related fees.
- H. The Audit Committee must be satisfied that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived it from the Company's financial statements, other than the public disclosure referred to in paragraph E above, and must periodically assess the adequacy of those procedures.
- I. The Audit Committee will review all post-audit or management letters containing the recommendations of the Company's auditor and management's response/follow-ups in respect of any identified weakness.
- J. The Audit Committee will have the right, for the purpose of performing its duties, to inspect all of the books and records of the Company and its affiliates and to discuss such accounts and records and any matters relating to the financial position or condition of the Company with the officers and auditors of the Company and its affiliates.
- K. The Audit Committee must establish procedures for:
 - (a) The receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and,

- (b) Confidential, anonymous submissions by employees of the Company of concerns regarding questionable accounting or auditing matters.
- L. The Audit Committee must establish and monitor compliance with the Company's policies regarding:
 - (a) The auditor's provision of services beyond the scope of the Company's audit; and,
 - (b) The Company's hiring of partners, employees and former partners and employees of the present and former external auditor of the Company to fill senior officer positions of the Company.
- M. The Audit Committee will have such other duties, power and authorities, consistent with applicable corporate and securities laws, as the Board may, by resolution, delegate to the Audit Committee from time to time.

V. REGULATIONS

The following regulations shall apply to the proceedings of the Audit Committee:

- A. The Audit Committee shall meet on such dates as the Chair of the Audit Committee determines. Notice of any meeting shall be given by letter, telecopy, email or other means of recorded electronic communication or by telephone not less than 24 hours before the time fixed for the meeting. Members may waive in writing notice of any meeting before or after the holding thereof.
- B. The business of the Audit Committee shall be transacted either at meetings thereof or by conference telephone or other communications facilities that permit all persons participating in the meeting to hear each other, or by resolution in writing. All questions at a meeting shall be decided in accordance with the vote of a majority of those present and the Chair of the meeting shall not have a second or casting vote.
- C. A resolution in writing signed by all members of the Audit Committee entitled to vote on that resolution at a meeting of the Audit Committee shall be as valid as if it has been passed at a duly called and constituted meeting. Such resolutions in writing may be in one or more counterparts, all of which, when taken together, shall be deemed to constitute one resolution.
- D. The auditor of the Company shall, at the expense of the Company, be entitled to attend and be heard at any meeting of the Audit Committee.
- E. The Audit Committee shall meet with the auditor regularly at a frequency that is reasonable in the circumstances and when otherwise reasonably necessary, without management present, to determine whether there are any disagreements between the auditor and management relating to the Company's financial disclosure and, if so, whether those issues have been resolved to the auditor's satisfaction.
- F. The auditor and senior management of the Company shall have the opportunity to meet separately with the Audit Committee.
- G. The minutes of the proceedings of the Audit Committee and any resolutions in writing shall be kept in a book provided for that purpose which shall always be open for inspection by any director of the Company.
- H. The Audit Committee shall have the authority to engage independent counsel and other advisors as it determines necessary to carry out its duties and to set and pay the compensation for any such advisors.
- I. Subject to the foregoing, the calling, holding and procedure at meetings of the Audit Committee shall be determined from time to time by the Audit Committee."

Composition of the Audit Committee

Candente Gold's Audit Committee is made up of the following directors:

Name	Independent⁽¹⁾	Status⁽²⁾
Larry D. Kornze	Independent	Financially Literate
Kenneth (Ken) G. Thomas	Independent	Financially Literate
Paul H. Barry	Non- Independent	Financially Literate

Notes:

- (1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company which could, in the view of the Board of Directors, reasonably interfere with the exercise of a member's independent judgment. Paul Barry is not independent, as he is the Chairman of the Company.
- (2) An individual is financially literate if the member 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 Company's financial statements.

Relevant Education and Experience

Experience and education of each member of the Audit Committee that is relevant to the performance of his responsibilities as a member of the Audit Committee is as follows:

Larry D. Kornze. Mr. Kornze has been in the mining business for more than 40 years and at the senior management level of public companies for in excess of 20 years. He is an economic geological engineer familiar with the evaluation and feasibility of mining projects and understands the financial statements and financial issues affecting mineral exploration and mining companies.

Kenneth (Ken) G. Thomas. Dr. Thomas has been in the mining business for over 40 years, serving in executive management positions at Barrick Gold Corporation, Hatch, Crystallex International Corporation and Kinross Gold Corporation, serving in various capacities, including project execution, project economics and project financing until June 30th, 2012.

Paul H. Barry. Mr. Barry was appointed to the Audit Committee on June 26th, 2014. Mr. Barry received a Bachelor of Science degree, *magna cum laude*, in finance from Northeastern University in Boston, Mass. He also earned a master in business administration from Harvard University's Graduate School of Business Administration. He is a graduate of the Harvard Business School Executive Program. He has over 30 years of operating experience in mining and energy in senior executive roles. He served as the Executive Vice President & Chief Financial Officer of Kinross Gold Corporation, 2011 and 2012. Mr. Barry serves as Senior Advisor, Mining & Metals, to Atlas Advisors, New York. He was previously SVP & CFO at Pepco Holdings, Inc. He also serves on the Board of Directors of Candente Copper Corp. and Board of Advisors of Orgone Development L.L.C., a Ghana power project developer.

Reliance on Certain Exemptions

At no time since April 1st, 2017, being the commencement of Candente Gold's most recently completed financial year, has the Company relied on the exemptions of the following sections of National Instrument 52-110 *Audit Committees* ("NI 52-110"):

- (a) Section 2.4 (De Minimis Non-audit Services);
- (b) Section 3.2 (Initial Public Offerings);
- (c) Section 3.3(2) (Controlled Companies);
- (d) Section 3.4 (Events Outside Control of Member);
- (e) Section 3.5 (Death, Disability or Resignation of Audit Committee Member);
- (f) Section 3.6 (Temporary Exemption for Limited and Exceptional Circumstances);
- (g) Section 3.8 (Acquisition of Financial Literacy); or,
- (h) an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-11

Audit Committee Oversight

At no time since April 1st, 2017, being commencement of Candente Gold's most recently completed financial year, was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Exemption

The Company is relying upon the exemption in section 6.1 of the NI 52-110, which exempts venture issuers (as defined therein) from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of that instrument.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described under the heading "Terms of Reference" of the Audit Committee Charter set out above in this Schedule "B".

External Auditor Service Fees (By Category)

The table below sets out all fees billed by our external auditor in each of the last two fiscal years. In the table "Audit Fees" are fees billed by our external auditor for services provided in auditing our financial statements for the fiscal year. "Audit-Related Fees" are fees not included in Audit Fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements. "Tax Fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All Other Fees" are fees billed by the auditor for products and services not included in the foregoing categories.

Financial Year Ending	Audit Fees⁽¹⁾	Audit-Related Fees⁽²⁾	Tax Fees⁽³⁾	All Other Fees⁽⁴⁾
March 31 st , 2018	\$18,360	Nil	\$2,500	Nil
March 31 st , 2017	\$16,320	Nil	\$2,600	Nil

Notes:

- (1) The aggregate audit fees billed.
- (2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and which are not included under the heading "Audit Fees".
- (3) Fees billed for preparation of Company's corporate tax return.
- (4) The aggregate fees billed for products and services other than as set out under the headings "Audit Fees", "Audit Related Fees" and "Tax Fees".

SCHEDULE "C"

DEFERRED SHARE UNIT PLAN

for the Non-Executive Directors of Candente Gold Corp.

Effective as of October 24, 2018

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CANDENTE GOLD CORP.
DEFERRED SHARE UNIT PLAN

ARTICLE 1
PURPOSE OF THE DSU PLAN

The purpose of this DSU Plan is to advance the interests of the Corporation and its Subsidiaries by: (i) increasing the proprietary interests of the non-executive Directors in the Corporation; (ii) aligning the interests of the non-executive Directors with the interests of the Shareholders generally; and (iii) furnishing non-executive Directors with an additional incentive in their efforts on behalf of the Corporation.

ARTICLE 2
DEFINITIONS; CONSTRUCTION AND INTERPRETATION

2.1 Definitions

For purposes of this DSU Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the words and terms contained in this Section 2.1 with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) "**Allocation Notice**" means an allocation notice evidencing the election of a Participant to receive an award of DSUs *in lieu* of cash remuneration in respect of his or her annual board retainer, committee retainer and/or meeting fees, in the form attached to this DSU Plan as Schedule "C".
- (b) "**Blackout Period**" means any blackout period imposed by the Corporation applicable to a Participant, during which specified individuals, including Insiders of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specific individuals are restricted from trading because they possess material non-public information).
- (c) "**Board**" means the board of directors of the Corporation.
- (d) "**Change of Control**" means the occurrence of any one or more of the following events: (i) the Corporation is not the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Corporation); (ii) the Corporation sells all or substantially all of its assets to any other person or entity (other than a wholly-owned subsidiary of the Corporation); (iii) the Corporation is to be dissolved and liquidated; (iv) any person, entity or group of persons, or entities acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) more than 30% of the Corporation's outstanding voting securities; or (v) as a result of or in connection with (A) the contested election of directors or (B) a transaction referred to above whereby the persons who were directors of the Corporation before such election or transaction shall cease to constitute a majority of the Board.
- (e) "**Cease Trade Date**" has the meaning ascribed thereto in Section 9.1.
- (f) "**Committee**" means the Directors or, if the Directors so determine in accordance with Section 3.1, the committee of the Directors authorized to oversee this DSU Plan which includes any compensation committee of the Board.

- (g) "**Common Share**" means a common share in the capital of the Corporation as presently constituted, as adjusted in accordance with Article 10.
- (h) "**Corporation**" means Candente Gold Corp., a corporation incorporated under the *Business Corporations Act* (British Columbia), or a successor thereto.
- (i) "**Grant Date**" of a DSU means the date on which a DSU is granted to a Director under the DSU Plan, as evidenced by a "DSU Award Agreement".
- (j) "**Directors**" means the members of the Board from time to time.
- (k) "**DSU**" means a deferred share unit of the Corporation represented by a notional bookkeeping entry on the books of the Corporation, with each deferred share unit of the Corporation having a value, on any particular date, equal to the Market Value.
- (l) "**DSU Account**" means the account maintained by the Corporation for each Participant participating in this DSU Plan to be credited with notional grants of DSUs from time to time;
- (m) "**DSU Award Agreement**" means an award agreement evidencing an award of DSUs, in the form attached to this DSU Plan as Schedule "C".
- (n) "**Director**" means a director of the Corporation who is not an employee of the Corporation otherwise than in his or her capacity as a member of the Board.
- (o) "**Director Compensation**" shall mean annual cash retainers, additional retainers for committee participation and meeting fees.
- (p) "**DSU Plan**" means this Deferred Share Unit Plan of the Corporation as set out herein, as it may be amended and varied from time to time.
- (q) "**Eligible Director**" means a non-employee member of the Board.
- (r) "**Grant Date**" means the effective date that a DSU is awarded to a Participant under this DSU Plan, as evidenced by a "DSU Award Agreement".
- (s) "**Insider**" means an "insider" as defined under applicable Canadian securities laws, as amended from time to time.
- (t) "**Market Value**" means, on any date, the volume weighted average price of the Common Shares traded on the TSXV for the five (5) consecutive trading days prior to such date or, if the Common Shares are not then listed on the TSXV, on such other stock exchange as determined for that purpose by the Committee in its discretion.
- (u) "**Outside Settlement Date**" shall have the meaning ascribed thereto in Article 8.
- (v) "**Participant**" means an Eligible Director of the Corporation who has been granted DSUs.
- (w) "**Participation Agreement**" means the participation agreement to be delivered by each Participant, in the form attached to this DSU Plan as Schedule "A".
- (x) "**Redemption Notice**" means the redemption notice to be delivered by the Participant to the Corporation to redeem the DSUs on any date following the Settlement Date, in the form attached to this DSU Plan as Schedule "C".

- (y) "**Settlement Date**" shall have the meaning ascribed thereto in Article 8.
- (z) "**Shareholders**" means the holders of Common Shares at any time and from time to time.
- (aa) "**Subsidiary**" shall mean any subsidiary of the Corporation from time to time.
- (bb) "**Tax Act**" means the *Income Tax Act* (Canada), including the regulations promulgated thereunder, as amended from time to time.
- (cc) "**Termination**" shall mean the termination of the mandate of a Participant as a member of the Board for any reason, including by resignation, death or failure to be re-elected at the Corporation's annual (or annual and special) meeting of shareholders called for the purpose of electing directors.
- (dd) "**Termination Date**" means the effective date of the Termination of a Participant.
- (ee) "**Trading Day**" means any date on which the TSXV is open for the trading of Common Shares and on which one or more Common Shares actually traded.
- (ff) "**TSXV**" means the TSX Venture Exchange, or if the Common Shares are not listed on the TSXV, such other stock exchange on which the Common Shares are listed, or if the Common Shares are not listed on any stock exchange, then on the over-the-counter market.

2.2 Construction and Interpretation

- (a) *Headings.* The headings of all Articles, Sections and Paragraphs in this DSU Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this DSU Plan. References to "Article", "Section" or "Paragraph" in this DSU Plan refer to an Article, Section or Paragraph in this DSU Plan unless expressly stated otherwise.
- (b) *Context and Construction.* Whenever the singular or masculine are used in this DSU Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.
- (c) *References to this DSU Plan.* The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this DSU Plan as a whole and not to any particular Article, Section, Paragraph or other part hereof. In this DSU Plan, "including" and "includes" means including or includes, as the case may be, without limitation.
- (d) *Discretion.* Whenever the Committee has discretion to administer this DSU Plan, the term "discretion" means the sole and absolute discretion of the Committee.
- (e) *Unenforceability.* If any Article, Section, Paragraph or provision of this DSU Plan is determined to be void or unenforceable (in whole or in part), then such determination shall not affect the validity or enforceability of any other Article, Section, Paragraph or provision of this DSU Plan.
- (f) *Canadian Funds.* Unless otherwise specifically provided, all references to dollar amounts in this DSU Plan are references to lawful money of Canada.

**ARTICLE 3
ADMINISTRATION OF THIS DSU PLAN**

3.1 Delegation to Committee

All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by a resolution of the Board, be exercised by a committee of the Board comprised of not less than three (3) Directors, including any compensation committee of the Board.

3.2 Administration of this DSU Plan

- (a) This DSU Plan shall be administered by the Committee, provided, however, that the Committee shall be entitled to delegate administrative duties relating to this DSU Plan to a third-party administrator as may from time to time be appointed by the Committee.
- (b) The Committee shall have full authority to administer this DSU Plan, including the authority to interpret and construe any provision of this DSU Plan and to adopt, amend and rescind such rules and regulations for administering this DSU Plan as the Committee may deem necessary or appropriate in order to comply with the requirements of this DSU Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Eligible Director and the Corporation.
- (c) No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this DSU Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made.
- (d) The appropriate officers of the Corporation are hereby authorized and empowered to do all things, and to execute and deliver all instruments, undertakings, applications and writings as they, in their absolute discretion, consider necessary or appropriate for the implementation of this DSU Plan and of the rules and regulations established for administering this DSU Plan.
- (e) All costs incurred in connection with this DSU Plan shall be for the account of the Corporation.

3.3 Maximum Number of Shares

- (a) The maximum number of Common Shares made available for issuance from treasury under this DSU Plan, subject to adjustments pursuant to Article 10 and Section 13.6, shall not exceed 5,000,000 Common Shares, provided, however, that the number of Common Shares reserved for issuance from treasury under this DSU Plan and pursuant to all other security-based compensation arrangements of the Corporation and its Subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding. Any Common Shares subject to a DSU which has been cancelled or terminated in accordance with the terms of this DSU Plan without settlement will again be available under this DSU Plan. The number of Common Shares reserved for issuance from treasury under this DSU Plan may be amended subject to the policies and approval of the TSXV and the approval of the holders of Common Shares by way of ordinary resolution at a meeting of the holders of Common Shares.
- (b) The grant of DSUs under this DSU Plan is subject to a number of restrictions including the following: (i) the aggregate number of Common Shares issuable to Insiders, at any time, under this DSU Plan and all other security-based compensation arrangements of the Corporation and its Subsidiaries shall not, in the aggregate, exceed ten percent (10%) of the issued and

outstanding Common Shares, calculated on a non-diluted basis; and (ii) within any one-year period, the Corporation shall not issue Insiders under this DSU Plan and all other security-based compensation arrangements of the Corporation and its Subsidiaries, in the aggregate, a number of Common Shares exceeding ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis.

- (c) In addition, the participation of non-employee Directors in this DSU Plan shall be subject to the following limitations: (i) the aggregate number of Common Shares made available for issuance from treasury to all non-employee Directors of the Corporation under this DSU Plan, or when combined with all of the other security-based compensation arrangements of the Corporation and its Subsidiaries, shall not exceed one percent (1%) of the Corporation's total issued and outstanding Common Shares, and (ii) the number of Common Shares associated with grants to any individual non-employee Director of the Corporation under this DSU Plan, or when combined with grants under all of the other security-based compensation arrangements of the Corporation and its Subsidiaries, shall not exceed 1% for any single grant and not 2% for all grants to that individual, of the issued and outstanding Common Shares, calculated on a non-diluted basis. If and when the Corporation's Common Shares are listed on the TSXV, then for the purposes of this DSU Plan, "security-based compensation arrangement" shall have the meaning set out in the TSXV Corporate Finance Manual. For greater certainty, the number of Common Shares outstanding shall mean the number of Common Shares outstanding on a non-diluted basis on the date immediately prior to the proposed Grant Date.
- (d) A DSU award granted to a Participant for services rendered will entitle the Participant, subject to the Participant's satisfaction of any conditions, vesting periods, restrictions or limitations imposed pursuant to this DSU Plan or as set out in the "DSU Award Agreement", to receive payment following the applicable Termination Date in accordance with Article 8 of this DSU Plan.

ARTICLE 4 ELIGIBILITY

- (a) The Committee designates, from time to time and at their sole discretion, the Eligible Directors who are entitled to participate in this DSU Plan.
- (b) The participation of an Eligible Director in this DSU Plan shall be evidenced by the delivery to the Corporation of a "Participation Agreement".
- (c) Each Participant's "Participant Agreement" shall specify, for purposes of Article 8, the elected form of payment to be received for each DSU, being either: (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing. A Participant may only update their election by delivering a new "Participation Agreement" to the Corporation (which, for greater certainty, shall supersede any previously delivered "Participation Agreement") during a period that such Participant is not subject to a blackout period imposed by the Corporation applicable to a Participant, during which specified individuals, including "insiders" of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information).

**ARTICLE 5
GRANTS OF DEFERRED SHARE UNITS**

- (a) The Committee will periodically, in its sole discretion, make determinations on DSU Grants in connection with security-based compensation arrangements of the Corporation, including the number of DSUs to be granted to a Participant.
- (b) Subject to the discretion of the Committee, the DSUs granted under Section Article 5(a) shall immediately vest in their entirety on the Grant Date, but shall not be payable to the Participant until such Participant's Termination Date and following the delivery of a "Redemption Notice" to the Corporation, in accordance with the terms of this DSU Plan.
- (c) The Corporation shall, within a reasonable period of time, notify each Participant in writing by way of a "DSU Award Agreement" of the number of DSUs granted to him/her under Article 5(a).

**ARTICLE 6
DEFERRED SHARE UNITS *IN LIEU* OF CASH REMUNERATION**

- (a) An Eligible Director can elect, from time to time but never during a Blackout Period, to receive an award of DSUs *in lieu* of cash remuneration in respect of his/her annual board retainer, committee retainer and/or meeting fees (or any portion thereof) by delivering an "Allocation Notice" to the Corporation, in accordance with the terms of this DSU Plan. An "Allocation Notice" delivered to the Corporation will become effective at the beginning of the next quarterly period, and will only become applicable to the category of remuneration that would otherwise have been payable to such Eligible Director in cash on or after the beginning of such quarterly period. An Eligible Director can elect, from time to time but never during a Blackout Period, to modify an "Allocation Notice" previously delivered to the Corporation, for an ensuing quarterly period, by delivering an updated "Allocation Notice" to the Corporation, which shall be deemed to supersede any prior "Allocation Notice" delivered to the Corporation in respect of such Eligible Director. For greater certainty, if an Eligible Director wishes to modify an "Allocation Notice" for an ensuing quarterly period to cease to receive DSUs *in lieu* of cash remuneration, then such Eligible Director shall deliver an updated "Allocation Notice" to the Corporation indicating "0%" under the heading "Percent Remuneration in DSUs".
- (b) The number of DSUs to be credited to the Participant's "*DSU Account*" in lieu of such cash remuneration shall be determined on a quarterly basis, as of the final day of any quarterly period, calculated as the quotient obtained when (i) the aggregate value of the cash remuneration that would have been paid to such Eligible Director during such quarterly period if the Eligible Director had not delivered an "Allocation Notice" to the Corporation, is divided by (ii) the Market Value of the Common Shares as of the last day of such quarterly period.
- (c) Subject to the discretion of the Committee, the DSUs granted under Article 6(b) shall immediately vest in their entirety on the Grant Date, but shall not be payable to the Participant until such Participant's Termination Date and following the delivery of a "Redemption Notice" to the Corporation, in accordance with the terms of this DSU Plan.
- (d) The Corporation shall, within a reasonable period of time, notify each Participant in writing by way of a "DSU Award Agreement" of the number of DSUs granted to him/her under Article 6(b).

ARTICLE 7 CREDITS FOR DIVIDENDS

Whenever cash or other dividends are paid on Common Shares, additional DSUs will be automatically granted to each Participant who holds DSUs on the record date for such dividends. The number of such DSUs (rounded to the nearest whole DSU) to be credited to such Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such Participant if the Participant's DSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares.

ARTICLE 8 SETTLEMENT OF DEFERRED SHARE UNITS

A Participant shall be entitled to select a date to receive settlement for his or her DSUs on any date following the Termination Date (the "**Settlement Date**"), but no later than December 15 of the calendar year following such Termination (the "**Outside Settlement Date**"). Such settlement election must be made by completing a "Redemption Notice" and delivering it to the Corporation upon a minimum notice of five (5) business days from the proposed Settlement Date. On the Settlement Date, the Corporation shall either:

- (a) deliver to the Participant, or his legal representative, Common Shares issued from treasury equal in number to one (1) Common Share for each DSU credited to the Participant's "*DSU Account*" on the Settlement Date;
- (b) pay to the Participant, or his legal representative, a lump sum cash payment equal to the Market Value of one (1) Common Share for each DSU credited to the Participant's "*DSU Account*" on the Settlement Date; or
- (c) any combination of the foregoing.

Notwithstanding the foregoing, if the Settlement Date in respect of any DSUs occurs during a Blackout Period, or within ten (10) business days after the expiry of a Blackout Period, then the Settlement Date shall be the date that is the tenth (10th) business day after the expiry of the Blackout Period, provided that such Settlement Date may not be later than the Outside Settlement Date. If the revised Settlement Date is not a date that is prior to the Outside Settlement Date, then the Settlement Date in respect of such DSUs shall, notwithstanding any other provision of this DSU Plan, be the Outside Settlement Date.

Notwithstanding the election of the Participant (or his or her succession) in Article 8(a)-(c), the Committee, in its sole discretion, shall be entitled to settle the Participant's "*DSU Account*" in any alternative form provided for in Article 8(a)-(c).

The "Redemption Notice" shall apply to all the DSUs outstanding in a Participant's account. No partial settlement of DSUs will be permitted. The Market Value of the Common Shares is not guaranteed. Shares issued by the Corporation under this DSU Plan shall be considered fully paid in consideration of past services that is no less in value than the fair equivalent of the money the Corporation would have received if the Common Shares had been issued for money.

A Participant's failure to deliver a "Redemption Notice" to the Corporation will result in the Settlement Date being December 15 of the calendar year following the date of Termination.

ARTICLE 9 CEASE TRADE

9.1 Cease Trade

In the event that the Participant's Settlement Date is after the date on which the Common Shares ceased to be traded on the TSXV, provided such cessation in trading is not reasonably expected to be temporary (the "**Cease Trade Date**"), the value of the DSUs redeemed by or in respect of the Director pursuant to Article 8 shall be determined in accordance with the following:

- (a) where the Participant's Termination Date is before or not more than 365 days after the last Trading Day of the Common Shares before the Cease Trade Date, the value of each DSU credited to the Director's DSU Account at his or her Settlement Date shall be equal to the Market Value on the last Trading Day before the Cease Trade Date; and
- (b) where the Participant's Termination Date is after the date that is 365 days after the last Trading Day before the Cease Trade Date, the value of each DSU credited to the Director's DSU Account at his or her Settlement Date shall be based on the fair market value of a Common Share of the Corporation or of a corporation related thereto at his or her Settlement Date as is determined on a reasonable and equitable basis by the Board after receiving the advice of one or more independent firms of investment bankers of national repute.

The value of a Director's DSUs determined in accordance with Paragraph (a) or (b) of this Section 9.1, as applicable, shall be paid to the Director (or, if the Director has died, to his or her estate) in the form of newly issued Common Shares by the Corporation, net of any applicable withholdings as soon as practicable after the Participant's Settlement Date, provided that in any event such payment date shall be no later than December 31 of the first calendar year commencing after the Participant's Termination Date.

ARTICLE 10 ADJUSTMENTS TO THE NUMBER OF DEFERRED SHARE UNITS

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

ARTICLE 11 PARTICIPANT ACCOUNTS

A "*DSU Account*" shall be maintained by the Corporation for each Participant participating in this DSU Plan. The Corporation shall record in the "*DSU Account*" of each Participant, at all times, the number of DSUs notionally credited to such Participant. Upon payment in satisfaction of DSUs pursuant to Article 8 hereof, such DSUs shall be cancelled. A written notification of the balance in the account maintained for each Participant shall be mailed by the Corporation or by an administrator on behalf of the Corporation to each Participant at least annually. A Participant shall not be entitled to any certificate or other document evidencing the amount of DSUs in his or her account.

ARTICLE 12 WITHHOLDING TAXES

The Corporation will deduct or withhold from any payment or settlement in Common Shares, for the benefit of a Participant, any amount required in order to comply with the applicable provisions of any federal or provincial law relating to the withholding of tax or the making of any other source deductions, including on the amount, if any, included in income of a Participant and may adopt and apply such rules and regulations that, in its opinion, will enable the Corporation to so comply. The obligation of the Corporation to deliver payment or Common Shares in settlement of DSUs, for the benefit of a Participant, is conditional upon the Participant paying such amount as may be requested for the purpose of satisfying any liability in respect of such withholding.

Unless the Corporation decides otherwise, the Corporation may allow any Participant to deliver to the Corporation, or to a third party appointed or designated by the Corporation for that purpose under the Plan, an amount, in immediately available funds, that is equal to the required withholding. Such funds must be received in advance of any settlement of DSUs, or any other event in respect of which a withholding must be made. If such withholding is not fully satisfied by delivery of funds as aforesaid, the Corporation shall have the irrevocable right to, and each Participant consents to, the Corporation:

- (a) setting off any amount required to be withheld against amounts otherwise owing by the Corporation to the Participant (whether arising pursuant to the Participant's relationship as director of the Corporation or as a result of the Participant providing services on an ongoing basis to the Corporation or otherwise and whether or not such amount is then eligible); or
- (b) satisfying the withholding requirement by selling, on behalf of the Participant, such number of Common Shares as it determines are required to be sold, as trustee, through a trustee or broker or otherwise;

or any combination thereof, in each case in whole or in part, in its sole discretion. In respect of any sale of Common Shares effected pursuant to Article 12(b) above, each Participant hereby acknowledges and agrees (i) that selling costs (including any brokerage commission) shall be paid by the Participant, (ii) to consent to such sale and to grant to the Corporation an irrevocable power of attorney to effect such sale, (iii) that the Corporation does not accept nor assume any responsibility for the price obtained on any such sale, and (iv) that any such sale by the Corporation is subject to securities legislation and other restrictions and may be delayed, during which delay the price of Common Shares may fluctuate and the price obtained by the Corporation may be lower than the price at which DSUs are settled.

ARTICLE 13 GENERAL

13.1 Change of Control

Upon a Change of Control, all outstanding DSUs will remain outstanding, unless the Participant's Board mandate is terminated as a result of the Change of Control. In such case, the outstanding DSUs will be settled in accordance with Article 8. The Committee may also convert outstanding DSUs as of the Change of Control by equivalent value DSUs in the new entity, subject to applicable laws, and provided that such conversion does not give rise to any immediate income tax consequence to the Participant.

13.2 Non-Assignable

Except as otherwise may be expressly provided for under this DSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a Participant under this DSU Plan is assignable or transferable.

13.3 No Contract of Employment

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

13.4 Clawback

All DSUs granted under this DSU Plan shall be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the Board (or a committee of the Board) and, in each case, as may be amended from time to time.

13.5 No Shareholder Rights

No Participant shall have any claim or right to any Common Shares pursuant to this DSU Plan. Under no circumstances shall DSUs be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership or control of Common Shares, nor shall any Participant be considered the owner of any Common Shares pursuant to this DSU Plan.

13.6 Reorganization of the Corporation

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

In the case of an adjustment to the Common Shares following a dividend of shares, an amalgamation, a combination, merger or consolidation, a share-for-share exchange or any other similar change in the capital structure of the Corporation, an adjustment shall be made by the Corporation to the number of DSUs or to the kind of shares that are subject to the issued DSUs, as the case may be. The Committee shall make such adjustment, which shall be final and binding for purposes of this DSU Plan.

13.7 Suspension, Termination or Amendments of this DSU Plan

The Committee may from time to time amend, suspend or terminate (and re-instate) this DSU Plan in whole or in part or amend the terms of DSUs credited in accordance with this DSU Plan, without approval of the Shareholders, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV. Notwithstanding the foregoing, this DSU Plan shall not be amended to (i) remove or exceed the insider participation limit prescribed by the policies of the TSXV, (ii) increase the maximum number of Common Shares made available for issuance from treasury under this DSU Plan, (iii) modify the definition of "Eligible Director", or (iv) modify this amendment provision, without the approval of the shareholders of the Corporation.

If any such amendment, suspension or termination will materially or adversely affect the rights of a Participant with respect to DSUs credited to such Participant, then the written consent of such Participant to such amendment, suspension or termination shall be obtained. Notwithstanding the foregoing, the obtaining of the written consent of any Participant to an amendment, suspension or termination which materially or adversely affects the rights of such Participant with respect to any credited DSUs shall not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Corporation are listed.

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

13.8 Representation or Warranty

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

13.9 Governing Law

This DSU Plan and the DSUs granted under this DSU Plan shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Adopted by the Board of Directors of Candente Gold Corp. on October 24, 2018.

To be Approved by the Shareholders of Candente Gold Corp. on December 17, 2018.

SCHEDULE "A"
FORM OF PARTICIPATION AGREEMENT

* * * *

CANDENTE GOLD CORP.
DEFERRED SHARE UNIT PLAN
PARTICIPATION AGREEMENT

I hereby confirm that, as of the date written below, I am a member of the Board of Directors of Candente Gold Corp. (the "**Corporation**") and acknowledge that I will be granted deferred share units of the Corporation ("**DSUs**") under the Deferred Share Unit Plan of the Corporation (the "**DSU Plan**"), on an annual basis, subject to and in accordance with the terms of the DSU Plan.

I also confirm that:

1. I have received and reviewed a copy of the terms of the DSU Plan and agree to be bound by them.
2. I understand that I will not be able to cause the Corporation to redeem DSUs granted under the DSU Plan until I am no longer either a director of the Corporation or of an affiliate of the Corporation.
3. I recognize that when DSUs credited pursuant to the DSU Plan are redeemed in accordance with the terms of the DSU Plan after I am no longer either a director of the Corporation or of an affiliate of the Corporation, income tax and other withholdings as required will arise at that time. Upon redemption of the DSUs, the Corporation will make all appropriate withholdings as required by law at that time.
4. The value of DSUs are based on the value of the common shares of the Corporation from time to time and therefore are not guaranteed.
5. A Participant shall not be entitled to any certificate or other document evidencing the amount of DSUs in his or her account.
6. Each DSU is exchangeable for (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing.
7. In accordance with Article 4(c) of the DSU Plan, I hereby elect to receive the following payout with respect to any DSUs that vest in my "*DSU Account*": {CHECK ONE}
 - Common Shares issued from treasury equal in number to the vested DSUs in the my "*DSU Account*" on the Settlement Date
 - a lump sum payment in cash equal to the number of vested DSUs recorded in my "*DSU Account*" multiplied by the Market Value of a Common Share on the Settlement Date
 - _____% in Common Shares issued from treasury equal in number to the vested DSUs in the my "*DSU Account*" on the Settlement Date, and _____% as a lump sum payment in cash equal to the number of vested DSUs recorded in my "*DSU Account*" multiplied by the Market Value of a Common Share on the Settlement Date

in each case, less any applicable withholding taxes and other deductions required by law to be withheld by the Corporation in connection with the satisfaction of the Participant's DSUs.

8. Notwithstanding your election, the Committee, in its sole discretion, shall be entitled to settle your "*DSU Account*" in any alternative form provided for in the DSU Plan.
9. I am not currently subject to a blackout period imposed by the Corporation applicable to a Participant, during which specified individuals, including "insiders" of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information).
10. The Common Shares issuable under this DSU Plan shall only be issued where: (i) an exemption is available from the prospectus requirement to a distribution pursuant to section 2.24 of National Instrument 45-106 – *Prospectus Exemptions*, and (ii) the Participant establishes that the conditions in subsection 2.6(3) of National Instrument 45-102 – *Resale of Securities* are satisfied. I shall notify the Corporation if, at any time, any of the conditions in subsection 2.6(3) of National Instrument 45-102 – *Resale of Securities* are not satisfied.
11. The value of DSUs are based on the value of Common Shares from time to time and therefore are not guaranteed.
12. The Corporation has made no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of the DSU Plan.

The foregoing is only a brief outline of certain key provisions of the DSU Plan. For more complete information, reference should be made to the DSU Plan text which governs in the case of conflict or inconsistency with this "Participation Agreement". All capitalized expressions used herein shall have the same meaning as in the Plan unless otherwise defined herein.

(Date)

(Name of Director)

(Signature of Director)

SCHEDULE "B"
FORM OF REDEMPTION NOTICE

* * * *

CANDENTE GOLD CORP.
DEFERRED SHARE UNIT PLAN

REDEMPTION NOTICE

Pursuant to Article 8 of the Deferred Share Unit Plan (the "**DSU Plan**") of Candente Gold Corp. (the "**Corporation**"), I hereby advise the Corporation that I wish to redeem all the Deferred Share Units of the Corporation credited to my account under the DSU Plan on _____ {INSERT SETTLEMENT DATE, WHICH SHALL BE NO LATER THAN DECEMBER 15 OF THE FIRST CALENDAR YEAR COMMENCING AFTER THE YEAR IN WHICH THE DIRECTOR CEASES TO BE ANY OF A DIRECTOR OR AN EMPLOYEE OF CANDENTE GOLD CORP. OR AN AFFILIATE OF CANDENTE GOLD CORP.}

(Date)

(Name of Director)

(Signature of Director)

If this "Redemption Notice" is signed by a legal representative, documents providing the authority of such signature must be provided to the Corporation.

SCHEDULE "C"
FORM OF DSU AWARD AGREEMENT

* * * *

CANDENTE GOLD CORP.
DEFERRED SHARE UNIT PLAN

AWARD AGREEMENT
PERSONAL & CONFIDENTIAL

{NAME}

{ADDRESS}

Dear {NAME}:

Grant of Deferred Share Units

You have been designated as a Participant in the Deferred Share Unit Plan (the "**DSU Plan**") of Candente Gold Corp. (the "**Corporation**") as of {GRANT DATE} (your "**Grant Date**").

I am pleased to advise you that the Board of Directors of the Corporation has granted you deferred share units of the Corporation ("**DSUs**"), with each DSU entitling you to receive (i) one (1) common share of the Corporation on the Settlement Date, (ii) a lump sum payment in cash equal in value to one (1) common share of the Corporation on the Settlement Date, or (iii) any combination of the foregoing, in each case upon you no longer being either a director of the Corporation or of an affiliate of the Corporation, all in accordance with the terms of the DSU Plan.

The value of DSUs are based on the value of the common shares of the Corporation from time to time and therefore are not guaranteed.

These DSUs were granted on the basis set out in this "DSU Award Agreement", and are subject to the DSU Plan. The terms and expressions used in this "DSU Award Agreement" and which are defined under this DSU Plan have the meaning assigned to them under this DSU Plan, unless the context requires otherwise.

The settlement of the DSUs, either in common shares of the Corporation, a lump sum cash payment or a combination of the foregoing, shall be payable to you net of any applicable withholding taxes.

CANDENTE GOLD CORP.

Per:

Name:

Title:

SCHEDULE "D"
FORM OF ALLOCATION NOTICE

* * * *

CANDENTE GOLD CORP.
DEFERRED SHARE UNIT PLAN

ALLOCATION NOTICE

I hereby confirm that, as of the date written below, I am a member of the Board of Directors of Candente Gold Corp. (the "**Corporation**"), and hereby request that the following remuneration categories be paid to be my way of grants of deferred share units of the Corporation ("**DSUs**") under the Deferred Share Unit Plan of the Corporation (the "**DSU Plan**"):

CATEGORY (as indicated by checking the box)	PERCENT REMUNERATION IN DSUs (denote a percentage between 0% and 100%)
<input type="checkbox"/> Annual Board Retainer	_____ %
<input type="checkbox"/> Annual Committee Retainer	_____ %
<input type="checkbox"/> Meeting Fees	_____ %

I also confirm that:

1. I have received and reviewed a copy of the terms of the DSU Plan and agree to be bound by them.
2. I understand that I will not be able to cause the Corporation to redeem DSUs granted under the DSU Plan until I am no longer either a director of the Corporation or of an affiliate of the Corporation.
3. I recognize that when DSUs credited pursuant to the DSU Plan are redeemed in accordance with the terms of the DSU Plan after I am no longer either a director of the Corporation or of an affiliate of the Corporation, income tax and other withholdings as required will arise at that time. Upon redemption of the DSUs, the Corporation will make all appropriate withholdings as required by law at that time.
4. The value of DSUs are based on the value of the common shares of the Corporation from time to time and therefore are not guaranteed.
5. This "Allocation Notice" is not being delivered during a Blackout Period.

The foregoing is only a brief outline of certain key provisions of the DSU Plan. For more complete information, reference should be made to the DSU Plan text which governs in the case of conflict or inconsistency with this "Allocation Notice". All capitalized expressions used herein shall have the same meaning as in the Plan unless otherwise defined herein.

(Date)

(Name of Director)

(Signature of Director)

SCHEDULE "D"

RESTRICTED SHARE UNIT PLAN

for the Executive Officers and Key Employees of CANDENTE GOLD CORP.

Effective as of OCTOBER 24, 2018

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Schedule

Schedule A – Form of Participation Agreement

Schedule B – Form of RSU Award Agreement

CANDENTE GOLD CORP. RESTRICTED SHARE UNIT PLAN

ARTICLE 14 PURPOSE OF THE RSU PLAN

The purpose of this RSU Plan is to advance the interests of the Corporation and its Subsidiaries by: (i) assisting the Corporation and its Subsidiaries in attracting and retaining executive officers and key employees with experience and ability; (ii) allowing certain executive officers and key employees of the Corporation and its Subsidiaries to participate in the long-term success of the Corporation; and (iii) promoting a greater alignment of interests between the executive officers and key employees designated under this RSU Plan and the Shareholders.

ARTICLE 15 DEFINITIONS; CONSTRUCTION AND INTERPRETATION

15.1 Definitions

For purposes of this RSU Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the words and terms contained in this Section 15.1 with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) “**Benefits Extension Period**” means any additional period of time allocated to a terminated Participant, as the case may be, during which certain benefits of employment are contractually maintained.
- (b) “**Board**” means the board of directors of the Corporation.
- (c) “**Change of Control**” means the occurrence of any one or more of the following events: (i) the Corporation is not the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Corporation); (ii) the Corporation sells all or substantially all of its assets to any other person or entity (other than a wholly-owned subsidiary of the Corporation); (iii) the Corporation is to be dissolved and liquidated; (iv) any person, entity or group of persons, or entities acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) more than 30% of the Corporation’s outstanding voting securities; or (v) as a result of or in connection with (A) the contested election of directors or (B) a transaction referred to above whereby the persons who were directors of the Corporation before such election or transaction shall cease to constitute a majority of the Board.
- (d) “**Committee**” means the Directors or, if the Directors so determine in accordance with Section 16.1, the committee of the Directors authorized to oversee this RSU Plan which includes any compensation committee of the Board.
- (e) “**Common Share**” means a common share in the capital of the Corporation as presently constituted, as adjusted in accordance with Article 22.
- (f) “**Corporation**” means CANDENTE GOLD CORP., a corporation incorporated under the *Business Corporations Act* (British Columbia), or a successor thereto.
- (g) “**Directors**” means the members of the Board from time to time.

- (h) “**Grant Date**” means the effective date that a RSU is awarded to a Participant under this RSU Plan, as evidenced by a “RSU Award Agreement”.
- (i) “**Insider**” means an “insider” as defined under applicable Canadian securities laws, as amended from time to time.
- (j) “**Long-Term Disability**” means a total permanent disability for a continuous period of more than four (4) months.
- (k) “**Market Value**” means, on any date, the volume weighted average price of the Common Shares traded on the TSXV for the five (5) consecutive trading days prior to such date or, if the Common Shares are not then listed on the TSXV, on such other stock exchange as determined for that purpose by the Committee in its discretion.
- (l) “**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*.
- (m) “**Participant**” means an employee of the Corporation and/or a Subsidiary who has been granted RSUs under this RSU Plan which have not all been cancelled or redeemed.
- (n) “**Participation Agreement**” means the participation agreement to be delivered by each Participant, in the form attached to this RSU Plan as Schedule A.
- (o) “**Retirement**” means, in respect of any Participant, such Participant attaining the Retirement Age.
- (p) “**Retirement Age**” means 65 years of age, or as otherwise stipulated from time to time in the Corporation’s retirement policy (as such policy may be established or revised from time to time at the discretion of Corporation and subject to applicable laws), or as otherwise determined by the Committee.
- (q) “**RSU Plan**” means this Restricted Share Unit Plan of the Corporation as set out herein, as it may be amended and varied from time to time.
- (r) “**RSU**” means a notional unit credited to a Participant’s account in accordance with the terms and conditions of this RSU Plan.
- (s) “**RSU Account**” means the account maintained by the Corporation for each Participant participating in this RSU Plan to be credited with notional grants of RSUs from time to time;
- (t) “**RSU Award Agreement**” means an award agreement evidencing an award of RSUs, in the form attached to this RSU Plan as Schedule B.
- (u) “**Settlement Date**” means the day on which the Corporation pays to a Participant the Market Value of the RSUs that have become vested and payable.
- (v) “**Subsidiaries**” means the subsidiaries of the Corporation from time to time, and “**Subsidiary**” means any one of them.
- (w) “**TSXV**” means the TSX Venture Exchange, or if the Common Shares are not listed on the TSXV, such other stock exchange on which the Common Shares are listed, or if the Common Shares are not listed on any stock exchange, then on the over-the-counter market.

15.2 Construction and Interpretation

- (a) **Headings.** The headings of all Articles, Sections and Paragraphs in this RSU Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this RSU Plan. References to “Article”, “Section” or “Paragraph” in this RSU Plan refer to an Article, Section or Paragraph in this RSU Plan unless expressly stated otherwise.
- (b) **Context and Construction.** Whenever the singular or masculine are used in this RSU Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.
- (c) **References to this RSU Plan.** The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to this RSU Plan as a whole and not to any particular Article, Section, Paragraph or other part hereof. In this RSU Plan, “including” and “includes” means including or includes, as the case may be, without limitation.
- (d) **Discretion.** Whenever the Committee has discretion to administer this RSU Plan, the term “discretion” means the sole and absolute discretion of the Committee.
- (e) **Unenforceability.** If any Article, Section, Paragraph or provision of this RSU Plan is determined to be void or unenforceable (in whole or in part), then such determination shall not affect the validity or enforceability of any other Article, Section, Paragraph or provision of this RSU Plan.
- (f) **Canadian Funds.** Unless otherwise specifically provided, all references to dollar amounts in this RSU Plan are references to lawful money of Canada.

ARTICLE 16 ADMINISTRATION OF THIS RSU PLAN

16.1 Delegation to Committee

All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by a resolution of the Board, be exercised by a committee of the Board comprised of not less than three (3) Directors, including any compensation committee of the Board.

16.2 Administration of this RSU Plan

- (a) This RSU Plan shall be administered by the Committee, provided, however, that the Committee shall be entitled to delegate administrative duties relating to this RSU Plan to a third-party administrator as may from time to time be appointed by the Committee.
- (b) The Committee shall have full authority to administer this RSU Plan, including the authority to interpret and construe any provision of this RSU Plan and to adopt, amend and rescind such rules and regulations for administering this RSU Plan as the Committee may deem necessary or appropriate in order to comply with the requirements of this RSU Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Corporation.
- (c) No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this RSU Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held

harmless by the Corporation with respect to any such action taken or determination or interpretation made.

- (d) The appropriate officers of the Corporation are hereby authorized and empowered to do all things, and to execute and deliver all instruments, undertakings, applications and writings as they, in their absolute discretion, consider necessary or appropriate for the implementation of this RSU Plan and of the rules and regulations established for administering this RSU Plan.
- (e) All costs incurred in connection with this RSU Plan shall be for the account of the Corporation.

16.3 Maximum Number of Shares

- (a) The maximum number of Common Shares made available for issuance from treasury under this RSU Plan, subject to adjustments pursuant to Article 22 and Section 24.6, shall not exceed 5,000,000 Common Shares, provided, however, that the number of Common Shares reserved for issuance from treasury under this RSU Plan and pursuant to all other security-based compensation arrangements of the Corporation and its Subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding. Any Common Shares subject to a RSU which has been cancelled or terminated in accordance with the terms of this RSU Plan without settlement will again be available under this RSU Plan. The number of Common Shares reserved for issuance from treasury under this RSU Plan may be amended subject to the policies and approval of the TSXV and the approval of the holders of Common Shares by way of ordinary resolution at a meeting of the holders of Common Shares.
- (b) The grant of RSUs under this RSU Plan is subject to a number of restrictions including the following: (i) the aggregate number of Common Shares issuable to Insiders, at any time, under this RSU Plan and all other security-based compensation arrangements of the Corporation and its Subsidiaries shall not, in the aggregate, exceed ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis; and (ii) within any one-year period, the Corporation shall not issue Insiders under this RSU Plan and all other security-based compensation arrangements of the Corporation and its Subsidiaries, in the aggregate, a number of Common Shares exceeding ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis.
- (c) In addition, the participation of non-employee Directors in this RSU Plan shall be subject to the following limitations: (i) the aggregate number of Common Shares made available for issuance from treasury to all non-employee Directors of the Corporation under this RSU Plan, or when combined with all of the other security-based compensation arrangements of the Corporation and its Subsidiaries, shall not exceed one percent (1%) of the Corporation's total issued and outstanding Common Shares, and (ii) the number of Common Shares associated with grants to any individual non-employee Director of the Corporation under this RSU Plan, or when combined with grants under all of the other security-based compensation arrangements of the Corporation and its Subsidiaries, shall not exceed 1% for any single grant and not 2% for all grants to that individual, of the issued and outstanding Common Shares, calculated on a non-diluted basis. If and when the Corporation's Common Shares are listed on the TSXV, then for the purposes of this RSU Plan, "security-based compensation arrangement" shall have the meaning set out in the TSXV Corporate Finance Manual. For greater certainty, the number of Common Shares outstanding shall mean the number of Common Shares outstanding on a non-diluted basis on the date immediately prior to the proposed Grant Date.
- (d) A RSU award granted to a Participant for services rendered will entitle the Participant, subject to the Participant's satisfaction of any conditions, vesting periods, restrictions or limitations imposed pursuant to this RSU Plan or as set out in the "RSU Award Agreement", to receive

payment following the applicable Settlement Date in accordance with Section 21(e) of this RSU Plan.

**ARTICLE 17
ELIGIBILITY**

- (a) The Committee designates, upon recommendation from the President and/or Chief Executive Officer, from time to time and at his/her/their sole discretion, the executives and key employees of the Corporation and/or a Subsidiary who are entitled to participate in this RSU Plan.
- (b) The participation of an executive officers and/or key employee in this RSU Plan shall be evidenced by the delivery to the Corporation of a "Participation Agreement".
- (c) Each Participant's "Participant Agreement" shall specify, for purposes of Section 21(e), the elected form of payment to be received for each vested RSU, being either: (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing. A Participant may only update their election by delivering a new "Participation Agreement" to the Corporation (which, for greater certainty, shall supersede any previously delivered "Participation Agreement") during a period that such Participant is not subject to a blackout period imposed by the Corporation applicable to a Participant, during which specified individuals, including "insiders" of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information).

**ARTICLE 18
GRANT OF RESTRICTED SHARE UNITS**

- (a) The Committee will periodically, in its sole discretion, make determinations on RSU grants, including the number of RSUs to be granted to a Participant, and the vesting conditions applicable to such RSUs, including time and performance vesting conditions (as applicable).
- (b) Subject to the discretion of the Committee, RSUs will vest in their entirety over three (3) years from the Grant Date (one-third on each of the first, second and third anniversary of the Grant Date).
- (c) The Corporation shall, within a reasonable period of time, notify each Participant in writing, by way of a "RSU Award Agreement", of the number of RSUs granted to him/her and the vesting conditions applicable to such RSUs, including time and performance vesting conditions (as applicable).

**ARTICLE 19
CREDITS FOR DIVIDENDS**

Whenever cash or other dividends are paid on Common Shares, additional RSUs will be automatically granted to each Participant who holds RSUs on the record date for such dividends. The number of such RSUs (rounded to the nearest whole RSU) to be credited to such Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such Participant if the Participant's RSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares. RSUs granted to a Participant under this Article 19 shall be subject to the same vesting conditions (time and performance (as applicable)) as the RSUs to which they relate.

ARTICLE 20
TERMINATION OF EMPLOYMENT

Unless otherwise determined by the Board, the following provisions shall apply in the event that a Participant ceases to be employed by the Corporation or a Subsidiary:

- (a) **Termination for Cause and Voluntary Resignation.** If a Participant ceases to be an employee as a result of (I) termination for cause, then effective as of the date notice is given to the Participant of such termination all outstanding RSUs shall be terminated, or (II) a voluntary termination, then effective as of the date on which the Corporation or the Subsidiary receives communication of such voluntary resignation, all outstanding RSUs shall be terminated.

- (b) **Death, Termination not for Cause, Retirement or Long-Term Disability.** If a Participant ceases to be an employee of the Corporation or a Subsidiary as a result of death, termination not for cause, Retirement or Long-Term Disability, then the vesting of RSUs shall be subject to the following:
 - (i) For Each Outstanding RSUs Granted – Time Vesting Component:
 - 1. in the event the Participant is not entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be pro-rated based on the number of days actually worked from the Grant Date of such RSUs until the date of death, termination not for cause, Retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such RSU grant; or
 - 2. in the event the Participant is entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be pro-rated based on the sum of (I) the number of days actually worked from the Grant Date up until the date of death, termination not for cause, Retirement or Long-Term Disability, and (II) the number of days included in the Benefits Extension Period, over the number of days in the original vesting schedule in relation to such grant; and

 - (ii) For Each Outstanding RSUs Granted – Performance Vesting Component:
 - 1. in the event the Participant is not entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be pro-rated based on the number of days actually worked from the Grant Date of such RSUs until the date of death, termination not for cause, Retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such grant; the number of vested RSUs resulting from such pro-rated calculation will be multiplied by the performance percentage determined by the Committee.
 - 2. in the event the Participant is entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be pro-rated based on the sum of (I) the number of days actually worked from the Grant Date up until the date of death, termination not for cause, Retirement or Long-Term Disability, and (II) the number of days included in the Benefits Extension Period, over the number of days of the original vesting schedule set forth in relation to such grant; and

For greater certainty, a voluntary resignation will be considered as Retirement if the Participant has reached 65 years of age, or as otherwise stipulated from time to time in the Corporation's retirement

policy (as such policy may be established or revised from time to time at the discretion of Corporation and subject to applicable laws), or as otherwise determined by the Committee.

ARTICLE 21
VESTING AND SETTLEMENT OF RESTRICTED SHARE UNITS

- (a) Subject to the discretion of the Committee, RSUs will vest in their entirety over three (3) years from the Grant Date (one-third on each of the first, second and third anniversary of the Grant Date).
- (b) The RSUs may vest according to time and/or performance vesting conditions. The RSUs that are subject to the time vesting condition shall be deemed to have been 100% satisfied if the Participant is employed by the Corporation and/or a Subsidiary on the date specified in the "RSU Award Agreement". The RSUs that are subject to the performance vesting condition(s) (as applicable) shall also vest on the date specified in the "RSU Award Agreement", provided that such number of vested RSUs shall be multiplied by the performance percentage determined by the Committee, all in accordance with the "RSU Award Agreement".
- (c) However, the Committee may, in its entire discretion, accelerate the terms of vesting of any RSUs in circumstances deemed appropriate by the Committee.
- (d) Upon a Change of Control, all outstanding RSUs shall vest, irrespective of any time or performance vesting conditions.
- (e) Within ten (10) days from the date on which RSUs vest to the Participant (or his or her succession), the Participant (or his or her succession) shall be entitled to receive, subject to Section 21(f), and the Corporation shall issue or pay, a payout with respect to the vested RSUs in the Participant's "RSU Account" in one of the following forms, in accordance with the election in such Participant's "Participation Agreement":
 - (i) Common Shares issued from treasury equal in number to the vested RSUs in the Participant's "RSU Account" on the Settlement Date;
 - (ii) a lump sum payment in cash equal to the number of vested RSUs recorded in the Participant's "RSU Account" multiplied by the Market Value of a Common Share on the Settlement Date; or
 - (iii) any combination of the foregoing,in each case, less any applicable withholding taxes and other deductions required by law to be withheld by the Corporation in connection with the satisfaction of the Participant's RSUs.
- (f) Notwithstanding the election of the Participant (or his or her succession) in Section 21(e), the Committee, in its sole discretion, shall be entitled to settle the Participant's "RSU Account" in any alternative form provided for in Section 21(e)(i)-(iii).
- (g) If, on the date that RSUs vest to a Participant, there is a blackout period imposed by the Corporation during which specified individuals, including "insiders" of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information), then the Settlement Date for such RSUs shall be the tenth (10th) day following the date on which the RSUs vest to such Participant (or the immediately ensuing business day if such date is not a business day).

- (h) Once vested RSUs have settled, the Participant shall have no further entitlement in connection with such vested RSUs under this RSU Plan.
- (i) Shares issued by the Corporation under this RSU Plan shall be considered fully paid in consideration of past services that is no less in value than the fair equivalent of the money the Corporation would have received if the Common Shares had been issued for money.

**ARTICLE 22
ADJUSTMENTS TO THE NUMBER OF RESTRICTED SHARE UNITS**

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

**ARTICLE 23
PARTICIPANT ACCOUNTS**

An "RSU Account" shall be maintained by the Corporation for each Participant participating in this RSU Plan. The Corporation shall record in the "RSU Account" of each Participant, at all times, the number of RSUs notionally credited to such Participant. Upon payment in satisfaction of RSUs pursuant to Article 21 hereof, such RSUs shall be cancelled. A written notification of the balance in the account maintained for each Participant shall be mailed by the Corporation or by an administrator on behalf of the Corporation to each Participant at least annually. A Participant shall not be entitled to any certificate or other document evidencing the amount of RSUs in his or her account.

**ARTICLE 24
GENERAL**

24.1 Change of Control

Notwithstanding any provisions to the contrary contained in this RSU Plan, all unvested RSUs outstanding at the time of a "Change of Control" shall vest immediately upon such Change of Control.

24.2 Non-Assignable

Except as otherwise may be expressly provided for under this RSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a Participant under this RSU Plan is assignable or transferable.

24.3 No Contract of Employment

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

24.4 Clawback

All RSUs granted under this RSU Plan shall be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the Board (or a committee of the Board) and, in each case, as may be amended from time to time.

24.5 No Shareholder Rights

No Participant shall have any claim or right to any Common Shares pursuant to this RSU Plan. Under no circumstances shall RSUs be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership or control of Common Shares, nor shall any Participant be considered the owner of any Common Shares pursuant to this RSU Plan.

24.6 Reorganization of the Corporation

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

In the case of an adjustment to the Common Shares following a dividend of shares, an amalgamation, a combination, merger or consolidation, a share-for-share exchange or any other similar change in the capital structure of the Corporation, an adjustment shall be made by the Corporation to the number of RSUs or to the kind of shares that are subject to the issued RSUs, as the case may be. The Committee shall make such adjustment, which shall be final and binding for purposes of this RSU Plan.

24.7 Suspension, Termination or Amendments of this RSU Plan

The Committee may from time to time amend, suspend or terminate (and re-instate) this RSU Plan in whole or in part or amend the terms of RSUs credited in accordance with this RSU Plan, without approval of the Shareholders, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV. Notwithstanding the foregoing, this RSU Plan shall not be amended to (i) remove or exceed the insider participation limit prescribed by the policies of the TSXV, (ii) increase the maximum number of Common Shares made available for issuance from treasury under this RSU Plan, (iii) extend the term of an RSU for the benefit of an Insider, or (iv) modify this amendment provision, without the approval of the shareholders of the Corporation.

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

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

24.8 Representation or Warranty

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

24.9 Governing Law

This RSU Plan and the RSUs granted under this RSU Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Adopted by the Board of Directors of CANDENTE GOLD CORP. on October 24, 2018.

To be Approved by the Shareholders of CANDENTE GOLD CORP. on December 17, 2018.

SCHEDULE A
FORM OF PARTICIPATION AGREEMENT

* * * * *

CANDENTE GOLD CORP. RESTRICTED SHARE UNIT PLAN
PARTICIPATION AGREEMENT

I hereby confirm that, as of the date written below, I am an executive officer and/or a key employee of CANDENTE GOLD CORP. (the “**Corporation**”) and acknowledge that I may be granted restricted share units of the Corporation (“**RSUs**”) under the Restricted Share Unit Plan of the Corporation (the “**RSU Plan**”), from time to time, subject to and in accordance with the terms of the RSU Plan.

All capitalized expressions used herein shall have the same meaning as in the RSU Plan unless otherwise defined herein.

I also confirm and acknowledge that:

1. I have received and reviewed a copy of the RSU Plan and agree to be bound by the terms of the RSU Plan.
2. The Committee may periodically, in its sole discretion, make determinations on RSU grants, including the number of RSUs to be granted to a Participant, and the vesting conditions applicable to such RSUs, including time and performance vesting conditions (as applicable).
3. RSUs are notionally credited to a Participant’s “RSU Account” and, as such, there is no guarantee that any of the vesting conditions will be satisfied or that any RTUs will vest to any Participant.
4. A Participant shall not be entitled to any certificate or other document evidencing the amount of RSUs in his or her account.
5. Each RSU is exchangeable for (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing.
6. In accordance with Section 17(c) of the RSU Plan, I hereby elect to receive the following payout with respect to any RSUs that vest in my “RSU Account”: {CHECK ONE}
 - Common Shares issued from treasury equal in number to the vested RSUs in the my “RSU Account” on the Settlement Date
 - a lump sum payment in cash equal to the number of vested RSUs recorded in my “RSU Account” multiplied by the Market Value of a Common Share on the Settlement Date
 - ____% in Common Shares issued from treasury equal in number to the vested RSUs in the my “RSU Account” on the Settlement Date, and ____% as a lump sum payment in cash equal to the number of vested RSUs recorded in my “RSU Account” multiplied by the Market Value of a Common Share on the Settlement Date

in each case, less any applicable withholding taxes and other deductions required by law to be withheld by the Corporation in connection with the satisfaction of the Participant’s RSUs.

7. Notwithstanding your election, the Committee, in its sole discretion, shall be entitled to settle your “RSU Account” in any alternative form provided for in the RSU Plan.

8. I am not currently subject to a blackout period imposed by the Corporation applicable to a Participant, during which specified individuals, including “insiders” of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information).
9. The Common Shares issuable under this RSU Plan shall only be issued where: (i) an exemption is available from the prospectus requirement to a distribution pursuant to section 2.24 of National Instrument 45-106 – *Prospectus Exemptions*, and (ii) the Participant establishes that the conditions in subsection 2.6(3) of National Instrument 45-102 – *Resale of Securities* are satisfied. I shall notify the Corporation if, at any time, any of the conditions in subsection 2.6(3) of National Instrument 45-102 – *Resale of Securities* are not satisfied.
10. The value of RSUs are based on the value of Common Shares from time to time and therefore are not guaranteed.
11. The Corporation has made no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of the RSU Plan.

The foregoing is only a brief outline of certain key provisions of the RSU Plan. For more complete information, reference should be made to the RSU Plan text which governs in the case of conflict or inconsistency with this Participation Agreement.

(Date)

(Name of Director)

(Signature of Director)

**SCHEDULE B
FORM OF RSU AWARD AGREEMENT**

* * * * *

**CANDENTE GOLD CORP.
RESTRICTED SHARE UNIT PLAN
AWARD AGREEMENT**

PERSONAL & CONFIDENTIAL

● {NAME}

● {ADDRESS}

Dear {NAME}:

Grant of Restricted Share Units

You have been designated as a Participant of the RSU Plan as of ● {GRANT DATE} (your “**Grant Date**”).

I am pleased to advise you that the Board of Directors of CANDENTE GOLD CORP. (the “**Corporation**”) has granted you restricted share units of the Corporation (“**RSUs**” or “**Restricted Share Units**”), which entitle you to acquire common shares of the Corporation (“**Common Shares**”).

These RSUs were granted on the basis set out in this “RSU Award Agreement”, and are subject to the Restricted Share Unit Plan of the Corporation (the “**RSU Plan**”). The terms and expressions used in this “RSU Award Agreement” and which are defined under this RSU Plan have the meaning assigned to them under this RSU Plan, unless the context requires otherwise.

In accordance with the rules of this RSU Plan, this is a description of the terms of vesting of the RSUs:

- A. ● {NUMBER OF RSUs} Restricted Share Units of CANDENTE GOLD CORP. are granted to you
- B. the Restricted Share Units granted to you shall vest according to the following schedule:

Date	Total Number of RSUs Vesting (A + B)	Total Number of Time Vesting RSUs (A)	Total Number of Performance Vesting RSUs (B)
●	● {1/3}	●	● ⁽¹⁾
●	● {1/3}	●	● ⁽²⁾
●	● {1/3}	●	● ⁽³⁾

Note: {IF ANY RSUs VEST BASED ON PERFORMANCE VESTING CONDITION(S), THEN PLEASE (I) DESCRIBE THOSE PERFORMANCE VESTING CONDITION(S) WITH PARTICULARITY, AND (II) ASSIGN A PERCENTAGE (OUT OF 100%) TO EACH SUCH PERFORMANCE VESTING CONDITION(S)}

(1) ● ●

(2) • ●

(3) • ●

C. each RSU is exchangeable, on the Settlement Date, for (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing.

Your "Participation Agreement" shall, at any time, specify your settlement election in respect of (C)(i)-(iii) above. However, notwithstanding your election, the Committee, in its sole discretion, shall be entitled to settle your "RSU Account" in any alternative form provided for in the RSU Plan.

CANDENTE GOLD CORP.

Per: _____

Name: ●

Title: ●