NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF TALON METALS CORP.

TO BE HELD ON JUNE 22, 2026

AND

MANAGEMENT INFORMATION CIRCULAR

May 13, 2026

TALON METALS CORP.

Craigmuir Chambers
P.O. Box 71, Road Town
Tortola, British Virgin Islands
Company No: 649782

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special meeting of shareholders (the "**Meeting**") of Talon Metals Corp. (the "**Company**" or "**Talon**") will be held at Suite 100, One Financial Place, Lower Collymore Rock, St. Michael, Barbados on June 22, 2026 at 12:00 p.m. (Barbados time) for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the financial year ended December 31, 2025, together with the report of the auditors thereon;

2. to appoint auditors and to authorize the directors to fix their remuneration;

3. to elect directors for the ensuing year;

4. to consider and, if deemed advisable, approve a resolution, the full text of which is set out in the accompanying management proxy circular (the "**Circular**"), to confirm, ratify and approve the amended and restated shareholder rights plan of the Company; and

5. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The attached Circular sets forth a description of the matters referred to above.

The Company will be using the notice-and-access model ("**Notice and Access**") provided for under Canadian securities laws for the delivery of the Circular to its shareholders for the Meeting.

Under Notice and Access, instead of receiving paper copies of the Circular, shareholders will receive a notice with information on the Meeting date, time, location and purpose, as well as information on how they may access the Circular electronically or obtain paper copies of the Circular in advance of the Meeting. Requests for paper copies of the Circular must be received no later than June 10, 2026 in order to ensure you receive the Circular in advance of the voting deadline and Meeting date. However, shareholders will receive a paper proxy ("**Form of Proxy**") or voting instruction form, as applicable, enabling them to vote in connection with the Meeting. If you do request to receive paper copies of the Circular, please note that another Form of Proxy or voting instruction form, as applicable, will not be sent; please retain your current one for voting purposes.

The Circular is available on the Company's website at www.talonmetals.com/shareholder-meeting-materials as of May 22, 2026 and will remain on the website for one full year thereafter. The Circular is also available under the Company's SEDAR+ profile at www.sedarplus.ca. Registered shareholders (those shareholders with a 15-digit control number) who wish to receive paper copies of the Circular in advance of the Meeting may request copies by calling toll-free at 1-866-962-0498. Non-registered shareholders (those shareholders with a 16-digit control number) who wish to receive paper copies of the Circular in advance of the Meeting may request copies by calling toll-free at 1-877-907-7643.

Only registered shareholders at the close of business on May 13, 2026, who either personally attend the Meeting or who have completed and delivered a Form of Proxy, in the manner and subject to the provisions described in the Circular, shall be entitled to vote or to have their Common Shares voted, as the case may be, at the Meeting.

Shareholders who are unable to attend the Meeting in person are requested to complete, date, sign and return the Form of Proxy in the provided return envelope. All instruments appointing proxies to be used at the Meeting or at any adjournment or postponement thereof must be deposited with Computershare Investor Services Inc., Proxy Department, 320 Bay Street, 14th Floor, Toronto, Ontario, Canada, M5H 4A6, in the case of registered holders of Common Shares, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting or any adjournment or postponement thereof or with the chairman of the Meeting prior to the commencement of the Meeting or any adjournment or postponement thereof. Please also see the information contained in the Form of Proxy relating to voting by telephone or the Internet. Beneficial shareholders of Common Shares should refer to the heading "Advice to Non-Registered Shareholders" in the Circular for information regarding their voting rights.

DATED this 13th day of May, 2026.

By Order of the Board of Directors

(Signed) *"Greg Kinross"*

Gregory Kinross
Director

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TALON METALS CORP.

Craigmuir Chambers
P.O. Box 71, Road Town
Tortola, British Virgin Islands
Company No: 649782

MANAGEMENT PROXY CIRCULAR

***BVI Business Companies Act, 2004* of the British Virgin Islands**

In respect of the annual and special meeting of shareholders (the "**Meeting**") of Talon Metals Corp. ("**Talon**" or the "**Company**") to be held on the 22nd day of June, 2026 at Suite 100, One Financial Place, Lower Collymore Rock, St Michael, Barbados at 12:00 p.m. (Barbados time).

NOTICE REGARDING INFORMATION

The information contained in this management proxy circular (the "**Circular**") is given as at May 13, 2026, except where otherwise noted.

Any statement with respect to the number of common shares in the capital of the Company beneficially owned or over which control or direction is exercised by any person is in each instance based upon information furnished by such person.

NOTICE AND ACCESS

The Company will be using the notice-and-access model ("**Notice and Access**") provided for under Canadian securities laws for the delivery of the Circular to its shareholders for the Meeting.

Under Notice and Access, instead of receiving paper copies of the Circular, shareholders will receive a notice with information on the Meeting date, time, location and purpose, as well as information on how they may access the Circular electronically or obtain paper copies of the Circular in advance of the Meeting. Requests for paper copies of the Circular must be received no later than June 10, 2026 in order to ensure you receive the Circular in advance of the voting deadline and Meeting date. However, shareholders will receive a paper proxy or voting instruction form, as applicable, enabling them to vote in connection with the Meeting. If you do request to receive paper copies of the Circular, please note that another proxy or voting instruction form, as applicable, will not be sent; please retain your current one for voting purposes.

The Circular is available on the Company's website at www.talonmetals.com/shareholder-meeting-materials as of May 22, 2026 and will remain on the website for one full year thereafter. The Circular is also available under the Company's SEDAR+ profile at www.sedarplus.ca. Registered shareholders (those shareholders with a 15-digit control number) who wish to receive paper copies of the Circular in advance of the Meeting may request copies by calling toll-free at 1-866-962-0498. Non-registered shareholders (those shareholders with a 16-digit control number) who wish to receive paper copies of the Circular in advance of the Meeting may request copies by calling toll-free at 1-877-907-7643.

CURRENCY

Unless stated otherwise, in this Circular, $ means Canadian dollars.

SOLICITATION ON BEHALF OF THE MANAGEMENT OF THE COMPANY

THIS MANAGEMENT PROXY CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION ON BEHALF OF THE MANAGEMENT OF THE COMPANY OF PROXIES TO BE USED AT THE MEETING (AND ANY ADJOURNMENT OR POSTPONEMENT THEREOF) TO BE HELD ON JUNE 22, 2026 AT THE TIME AND PLACE AND FOR THE PURPOSES SET FORTH ABOVE

AND IN THE ACCOMPANYING NOTICE OF MEETING. Proxies will be solicited primarily by mail and may also be solicited personally or by telephone by the directors, officers and employees of the Company without special compensation. The cost of solicitation by management of the Company will be borne by the Company.

The Company may pay the reasonable costs incurred by persons who are the registered but not beneficial owners of voting shares of the Company (such as brokers, dealers, other registrants under applicable securities laws, nominees and/or custodians) in sending or delivering copies of the notice and a form of proxy or voting instruction form, as applicable, to the beneficial owners of such shares. The Company will provide, without cost to such persons, upon request to the Corporate Secretary of the Company, additional copies of the foregoing documents required for this purpose.

The contents and the filing of this Circular have been approved by the Company's board of directors ("**Board**").

No person is authorized to give any information or to make any representation other than those contained herein and, if given or made, such information or representation should not be relied upon as having been authorized by Talon. The delivery of this Circular shall not, under any circumstances, create an implication that there has not been any change in the information set forth herein since the date hereof.

APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the enclosed form of proxy are nominees of management of the Company. **A TALON SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON OR COMPANY, WHO NEED NOT BE A SHAREHOLDER OF THE COMPANY, TO REPRESENT HIM, HER OR IT AT THE MEETING MAY DO SO** by either filling in the name of such person in the blank space provided in the proxy or by completing another proper form of proxy. A shareholder wishing to be represented by proxy at the Meeting or any adjournment or postponement thereof must, in all cases, deposit the completed proxy with the Company's transfer agent and registrar, Computershare Investor Services Inc., Proxy Department, 320 Bay Street, 14th Floor, Toronto, Ontario, Canada, M5H 4A6, facsimile (416) 263-9524 (local) or 1-866-249-7775 (toll free), not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting or any adjournment or postponement thereof at which the proxy is to be used, or deliver it to the Chair of the Meeting on the day of the Meeting or any adjournment or postponement thereof prior to the commencement of the Meeting. A proxy should be executed by the shareholder or his, her or its attorney duly authorized in writing or, if the shareholder is a corporation, by an officer or attorney thereof duly authorized. The time limit for deposit of proxies may be waived or extended by the Chairman of the Meeting at his discretion, without notice.

In addition to any other manner permitted by law, a proxy may be revoked before it is exercised by instrument in writing executed in the same manner as a proxy and deposited at the Company's registrar and transfer agent, Computershare Investor Services Inc., Proxy Department, 320 Bay Street, 14th Floor, Toronto, Ontario, Canada, M5H 4A6, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used or with the Chair of the Meeting on the day of such Meeting or any adjournment thereof and thereupon the proxy is revoked.

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

EXERCISE OF DISCRETION BY PROXIES

The shares represented by proxies in favour of management nominees will be voted or withheld from voting in accordance with the instructions of the shareholder on any ballot that may be called for and, if a shareholder specifies a choice with respect to any matter to be acted upon at the Meeting, the shares represented by the proxy will be voted accordingly. **WHERE NO CHOICE IS SPECIFIED WITH RESPECT TO MATTERS WHICH ARE ADDRESSED BY THE NOTICE OF MEETING AND THIS CIRCULAR, THE SHARES REPRESENTED BY PROXIES WILL BE VOTED IN FAVOUR OF EACH MATTER SET OUT IN THE NOTICE OF MEETING. THE PROXY ALSO CONFERS DISCRETIONARY AUTHORITY UPON THE**

PERSONS NAMED THEREIN TO VOTE WITH RESPECT TO ANY AMENDMENTS OR VARIATIONS TO THE MATTERS IDENTIFIED IN THE NOTICE OF MEETING AND WITH RESPECT TO OTHER MATTERS WHICH MAY PROPERLY COME BEFORE THE MEETING IN SUCH MANNER AS SUCH NOMINEE IN HIS JUDGMENT MAY DETERMINE. At the date of this Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

As at the date hereof: (i) the Company is authorized to issue one class and one series of shares divided into a maximum number of 100,000,000,000 common shares of no par value (each, a "**Common Share**"); and (ii) the Company has outstanding 161,012,711 Common Shares, each of which carries one vote.

The outstanding Common Shares were listed for trading on the Toronto Stock Exchange (the "**TSX**") on April 13, 2005 and are currently listed under the symbol "TLO". Effective January 23, 2026, Talon completed a consolidation of its Common Shares on the basis of one post-consolidation Common Share for every ten pre-consolidation Common Shares (the "**Share Consolidation**").

The record date for the determination of shareholders entitled to receive notice of the Meeting has been fixed as May 13, 2026 (the "**Record Date**"). As at the Record Date, the Company had outstanding 161,012,711 Common Shares. The Company's registrar and transfer agent, Computershare Investor Services Inc., will prepare an alphabetical list of shareholders as of such Record Date showing the number of Common Shares held by each shareholder. A shareholder may examine the list during usual business hours at the offices of Computershare Investor Services Inc., 320 Bay Street, 14th Floor, Toronto, Ontario, Canada, M5H 4A6, and at the Meeting. Each shareholder named in the list will be entitled to one vote per Common Share shown opposite his, her or its name on the said list, even though he, she or it has since that date disposed of his, her or its Common Shares.

As at the date of this Circular, to the knowledge of the directors and executive officers of the Company, other than Lundin Mining Corporation ("**Lundin**"), no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company carrying more than 10% of the voting rights attaching to any class of outstanding voting securities of the Company. As at the date of this Circular, to the knowledge of the directors and executive officers of the Company Lundin beneficially owns, controls or directs, directly or indirectly, 29,365,513 Common Shares representing 18.2% of the issued and outstanding capital of the Company.

ADVICE TO NON-REGISTERED SHAREHOLDERS

Only registered shareholders or the persons they name as proxy holders are authorized to vote at the Meeting. However, in many cases, Common Shares beneficially owned by a person (a "**Non-Registered Shareholder**") are registered either: (i) in the name of an intermediary ("**Intermediary**") with whom the Non-Registered Shareholder deals with in respect of their Common Shares, such as a bank, a trust company, a stockbroker, or a trustee or manager of a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), registered education savings plan ("**RESP**") or other similar self-administered plan; or (ii) in the name of a clearing agency of which the Intermediary is a member.

In accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company has elected to deliver this Circular to shareholders by (i) distributing a notification of meeting along with the form of proxy to the clearing agencies and Intermediaries (the "**Mailed Materials**") for distribution to Non-Registered Shareholders; and (ii) posting the Circular on the Company's website at www.talonmetals.com/shareholder-meeting-materials. See "Notice and Access" above for additional information.

Intermediaries are required to forward the Mailed Materials to Non-Registered Shareholders unless a Non-Registered Shareholder has waived the right to receive them. Intermediaries typically use companies (such as Broadridge Financial Solutions (Canada) Inc.) to deliver the documents to Non-Registered Shareholders. Non-Registered Shareholders will:

(a) usually be provided by the Intermediary with an unsigned computerized form (often named "**voting instruction form**") which, once it has been duly completed and signed by the Non-Registered Shareholder and returned to the Intermediary or to the company used by the Intermediary for the delivery of the documents, will constitute the voting instructions which the Intermediary must follow. The Non-Registered Shareholder generally receives an instruction page containing an adhesive label on which a bar code and other information appear. To be considered as a valid voting instruction form, the Non-Registered Shareholder must remove the label from the voting instruction page and apply it on the computerized form which must be duly signed and completed before being returned to the Intermediary or its delivery company, in accordance with the instructions provided by the Intermediary or delivery company. In certain cases, a Non-Registered Shareholder may give the Intermediary or its delivery company such voting instructions via the Internet or by calling a toll free phone number; or

(b) as is less often the case, receive a proxy form already signed by the Intermediary (typically, the form is sent by fax with the Intermediary's signature, either handwritten or stamped), relating strictly to the number of Common Shares beneficially owned by the Non-Registered Shareholder and otherwise left in blank. In such a case, the Non-Registered Shareholder who wishes to submit a proxy form should properly complete such form before filing it with Computershare Investor Services Inc. (Attention: Proxy Department), by mail to 320 Bay Street, 14th Floor, Toronto, Ontario, Canada, M5H 4A6, or by fax to 1-866-249-7775 (toll free) or (416) 263-9524 (local).

In each case, the purpose of these procedures is to enable Non-Registered Shareholders to give instructions in relation to the voting rights attached to Common Shares they beneficially own.

Should a Non-Registered Shareholder who receives a voting instruction form wish to vote in person at the Meeting, or to have another person attend and vote on his behalf, such Non-Registered Shareholder should print his own name or the name of such other person on the voting instruction form and return it to the Intermediary or its service company. Should a Non-Registered Shareholder who receives a proxy form wish to attend and vote in person at the Meeting, or to have another person attend and vote on his behalf, such Non-Registered Shareholder should strike out the names of the persons indicated in the proxy form and add his own name or the name of such other person in the space provided for that purpose on the form and return it to Computershare Investor Services Inc. at the above mentioned address.

In either case, Non-Registered Shareholders should carefully read the directions given by their Intermediaries, including as to when, where and how the voting instruction form or proxy form should be delivered.

A Non-Registered Shareholder may revoke voting instructions given to an Intermediary by following the procedures set out in the voting instruction form (or similar document) provided by the Intermediary.

BUSINESS TO BE CONSIDERED AT THE MEETING

At the Meeting, the shareholders will be asked to consider and vote upon: (i) the appointment of auditors; (ii) the election of directors; (iii) the Rights Plan Resolution (defined below); and (iv) such other matters as may properly come before the Meeting.

1. Audited Consolidated Financial Statements

The Company's audited consolidated financial statements for the financial year ended December 31, 2025 and the report of the auditors thereon will be submitted to the Meeting. Receipt at the Meeting of the auditors' report and the Company's audited consolidated financial statements for the financial year ended December 31, 2025 will not constitute approval or disapproval of any matters referred to therein.

2. Appointment of Auditors

Shareholders will be asked at the Meeting, or any adjournment or postponement thereof, to re-appoint MNP LLP as the Company's auditors to hold office until the next annual meeting of shareholders, and to authorize the Board to fix their remuneration. MNP LLP was first appointed as the Company's auditors on June 29, 2012.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE RE-APPOINTMENT OF MNP LLP AS AUDITORS OF THE COMPANY TO HOLD OFFICE UNTIL THE NEXT ANNUAL MEETING OF SHAREHOLDERS AND THE AUTHORIZATION OF THE DIRECTORS TO FIX THEIR REMUNERATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF.

3. Election of Directors

The Articles of Association of the Company provide that the Company is authorised to appoint a minimum of three (3) and a maximum of fifteen (15) directors. At the Company's last annual meeting of shareholders, the Board was constituted with nine (9) directors. Since that time the following changes occurred to the Board:

- Mr. Werger stepped down from the Board on October 16, 2025.
- Mr. Newfield stepped down from the Board in connection with the closing of the Eagle Acquisition on January 9, 2026.
- Messrs. Lundin, Morel and Stacey were appointed to the Board in connection with the closing of the Eagle Acquisition.
- Mr. van Rooyen stepped down from the Board on March 26, 2026.

The Board is currently constituted with nine (9) directors. Mr. Frandsen has chosen not to stand for re-election to the Board at the Meeting. It is proposed that the remaining eight (8) current directors be elected at the Meeting for the ensuing year.

The following table and the notes thereto state the names of all the persons proposed to be nominated by management for election as directors, their province or state and country of residence, all other positions and offices with the Company now held by them, their principal occupation or employment during the past five years, the period or periods of service as directors of the Company and the number of voting securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by each of them as of the date hereof.

The present term of office of each current director of the Company will expire at the close of the Meeting. Each person whose name appears hereunder is proposed to be elected as a director of the Company to serve for the period commencing immediately subsequent to the close of the Meeting and ending at the close of the next annual meeting of shareholders or until his or her successor is elected or appointed, unless his or her office is earlier vacated in

accordance with the Articles of Association of the Company and/or with the provisions of the *BVI Business Companies Act, 2004* (British Virgin Islands) (the "**BVI Act**").

Name, Residence and Current Position(s) with Talon Metals Corp.	Principal Occupation During the Past Five Years	Director Since	Number of Voting Securities Owned, Controlled or Directed[5]
Juan Andrés Morel Lara Región Metropolitana, Chile Chairman and Director	Chief Operating Officer of Lundin Mining Corporation (mining), August 2022 to present; Chief Executive Officer of CEMIN (mining), September 2020 to July 2022.	January 9, 2026	Nil
Jack O.A. Lundin British Columbia, Canada Director	President and CEO of Lundin Mining Corporation (mining), December 2022 to present; President and CEO of Bluestone Resources (mining), March 2017 to December 2022.	January 9, 2026	400,000 Common Shares
Gregory S. Kinross[1][2][3] Tel Aviv, Israel Director	Director Novocap Equity Partners Limited (private credit consulting firm), January 2024 to March 2026; Director of Chiltern Finance Investments Inc. (private credit investment holding company), January 2024 to August 2024; Director of Everdon Limited (investment holding company), December 2022 to present; Non-Executive Chairman of Arrowhead Properties Limited (formerly Gemgrow Properties Limited) (real estate investment trust), September 2021 to January 2022; Non-Executive Director of Arrowhead Properties Limited, December 2016 to August 2021; CEO of Innovo Capital (Pty) Ltd (private equity and investment banking), January 2014 to present; Partner of Evolve Capital Partners (private equity and investment banking), March 2019 to March 2024.	April 5, 2005	36,500 Common Shares
John D. Kaplan[1][3][4] Ontario, Canada Director	President of Runnymede Investment Inc. (land development/builder), 1999 to present; Chairman of Terra Firma Capital Corp. (real estate finance), October 2013 to February 2020.	June 24, 2013	175,988 Common Shares
David E. Singer[1][3] Efrat, Israel Director	Managing Director of David Singer Ltd. (business consulting and services), March 2011 to present; Consultant to Macro Consultants LLC (project management), October 2004 to June 2020.	June 27, 2014	37,250 Common Shares
David L. Deisley Utah, USA Director	Retired, January 2019 to present.	April 12, 2016	30,000 Common Shares
Darby L. Stacey Michigan, USA CEO and Director	CEO and Director of Talon, January 2026 to present; Managing Director of Eagle Mine, March 2020 to January 2026.	January 9, 2026	Nil

Name, Residence and Current Position(s) with Talon Metals Corp.	Principal Occupation During the Past Five Years	Director Since	Number of Voting Securities Owned, Controlled or Directed(5)
Frank D. Wheatley British Columbia, Canada Director	CEO of Frontier Nuclear and Minerals Inc. (mining), July 2023 to present; CEO of Wheatley Advisors Inc. (governance and ESG advisory), September 2020 to December 2024; Director of Endeavour Mining plc (mining), February 2021 to May 2021; Director of Teranga Gold Corporation (mining), October 2009 to February 2021.	November 9, 2021	Nil

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Notes:

(1) Member of the Audit Committee.
(2) Chairman of the Audit Committee.
(3) Member of the Corporate Governance and Compensation Committee.
(4) Chairman of the Corporate Governance and Compensation Committee.
(5) The information as to voting securities beneficially owned, directly or indirectly, or controlled or directed, not being within the knowledge of the Company, has been furnished by the respective nominees individually.

Corporate Cease Trade Orders or Bankruptcies

To the best of the Company's knowledge, no proposed director of the Company, is, or within the ten years prior to the date hereof, has been a director, chief executive officer or chief financial officer of any company (including Talon) that was the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemptions under securities legislation for a period of more than 30 consecutive days:

(a) that was issued while such proposed director was acting in the capacity as director, chief executive officer or chief financial officer of the company being the subject of such order; or

(b) that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer of the company being the subject of such order and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer of the subject company.

To the best of the Company's knowledge, no proposed director of Talon is, as at the date hereof, or has been within the 10 years before the date hereof, a director or executive officer of any company (including Talon) 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 or arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Penalties or Sanctions

To the best of the Company's knowledge, no proposed director of Talon nor any personal holding company of any such person, has been subject to:

(a) 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

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Personal Bankruptcies

To the best of the Company's knowledge, no proposed director of Talon nor any personal holding company of any such person, has, during the ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or has been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his or its assets.

Majority Voting Policy

The Board has adopted a policy providing that a nominee for election as a director who receives a greater number of votes "withheld" than votes "for", with respect to the election of directors by shareholders, will be expected to tender his resignation to the Chairman of the Board (subject to acceptance by the Board) following the meeting of shareholders at which the director is elected. The Company's corporate governance and compensation committee (the "**CGC Committee**") will consider such resignation offer and make a recommendation to the Board whether to accept it or not. The Board will make its decision and announce it in a press release within 90 days following the meeting of shareholders. The director who offered to tender his resignation shall not take part in any CGC Committee or Board deliberations pertaining to the resignation offer. This policy only applies in circumstances involving an uncontested election of directors, namely those where the number of director nominees is the same as the number of directors to be elected to the Board and that no proxy material is circulated in support of one or more nominees other than those presented by the Board.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED NOMINEES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF ANY PARTICULAR NOMINEE OR NOMINEES. MANAGEMENT HAS NO REASON TO BELIEVE THAT ANY OF THE NOMINEES WILL BE UNABLE TO SERVE AS A DIRECTOR BUT, IF ANY NOMINEE(S) ARE FOR ANY REASON UNAVAILABLE TO SERVE AS DIRECTORS, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF ANY PARTICULAR NOMINEE OR NOMINEES AND MAY BE VOTED FOR ANY SUBSTITUTE NOMINEE(S) PROPOSED BY MANAGEMENT.

4. **Approval of Shareholder Rights Plan**

On June 22, 2023, the Company amended and restated the Amended and Restated Shareholder Rights Plan Agreement dated as of June 25, 2020 (the "**Prior Rights Plan**") between the Company and Computershare Investor Services Inc. (the "**Rights Agent**"). The Prior Rights Plan amended and restated the Amended and Restated Shareholder Rights Plan Agreement dated as of June 25, 2020, which amended and restated the Amended and Restated Shareholder Rights Plan Agreement dated as of June 21, 2017, which amended and restated the Shareholder Rights Plan Agreement dated as of June 27, 2014, which amended and restated the Shareholder Rights Plan Agreement dated as of January 17, 2011. At the Meeting, the Company will seek shareholder approval to authorize the Company to continue the Prior Rights Plan for another three-year term. The Board has also approved an amended and restated shareholder rights plan (the "**Rights Plan**") to be presented to shareholders for approval and reconfirmation at the Meeting.

A rights plan is a mechanism used by public companies to encourage the fair and equal treatment of all shareholders in the face of a take-over initiative, and to give the Board more time to identify, develop and negotiate value-enhancing alternatives, if considered appropriate by the Board in the circumstances.

Under a rights plan, rights to purchase common shares are issued to all shareholders. At first, the rights are not exercisable. However, if a person or group proceeds with a take-over bid (being an offer to acquire the target company's shares that results in such person or group holding 20% or more of the target company's shares) that does not meet the "permitted bid" criteria set forth in the plan and the rights plan is triggered, the rights (other than those owned by the acquiring person and its joint actors) become exercisable for shares at a fraction of the market price at the time of exercise, causing substantial dilution and making the take-over bid uneconomical.

The Company's Rights Plan

The Company first implemented a shareholder rights plan in 2011, which was approved by shareholders and subsequently amended and restated and approved by shareholders in 2014, 2017, 2020 and 2023. The Rights Plan is not being adopted, nor is the Prior Rights Plan being amended and restated, as applicable, in response to, or in contemplation of, any specific proposal to acquire control of the Company. The Board has determined that it is in the best interests of the Company to continue the Prior Rights Plan for another three-year term and has approved the Rights Plan to be presented to shareholders for approval and reconfirmation at the Meeting.

The text of the resolution (the "**Rights Plan Resolution**") to be considered by shareholders of the Company, other than (i) any shareholder that, directly or indirectly, on its own or in concert with others, holds or exercises control over more than 20% of the outstanding Common Shares, and (ii) the associates, affiliates and insiders of any shareholder referred to in (i) above (the "**Disinterested Shareholders**"), to confirm, ratify and approve the Rights Plan is set out below under the heading "*Confirmation by Shareholders*".

In 2017, a prior version of the Prior Rights Plan was amended to take into account amendments to the new regime governing takeover bids adopted by the Canadian Securities Administrators pursuant to National Instrument 62-104 – *Take-Over Bids and Issuer Bids* that came into effect on or about May 9, 2016 ("**NI 62-104**") and to make clerical modifications.

The Board continues to be concerned that current Canadian take-over bid rules permit a person or company to obtain control or effective control of the Company without treating all shareholders equally. The Rights Plan is designed to encourage any bidder to provide shareholders with equal treatment and full and fair value for their Common Shares. It is not intended to prevent a take-over bid or deter offers for shares. In particular, exemptions to take-over bid legislation can allow a third party (including a shareholder or shareholders) to gain control of a company without making a formal take-over bid to all of the shareholders (for example, through transactions outside Canada, by making private agreements with a small group of shareholders or by slowly accumulating shares over time through stock exchange trading). This could result in a shareholder or group of shareholders acquiring control of the Company without paying fair value to all shareholders of the Company (which is sometimes called a "creeping bid"). NI 62-104 does not prevent offerors from making exempt take-over bids (or "creeping bids"), and the Rights Plan provides protection against such bids.

The Company has reviewed the Rights Plan for conformity with the current guidelines of Institutional Shareholder Services with respect to shareholder rights plans. The Company believes that the Rights Plan preserves the fair treatment of shareholders. The Rights Plan contains substantially the same terms and conditions as the Prior Rights Plan, aside from the changes identified below and in "*Appendix A – Summary of the Shareholder Rights Plan*".

Summary of the Amendments in the Rights Plan

Apart from the following amendments, the Rights Plan that shareholders will be asked to consider and approve at the Meeting is identical in all material respects to the Prior Rights Plan approved at the annual and special meeting of shareholders on June 22, 2023:

- An amendment to the definition of "Permitted Bid" in Section 1.1 to allow for partial bids to be made, as opposed to only bids to all shareholders of the Company.

- Amendments to Sections 5.1 and 5.2 to remove broad discretion from the Board to redeem the rights under the Rights Plan and to waive its application without first obtaining shareholder approval.

- Amendments to Section 5.5 to remove the Board's discretion to make amendments to material provisions of the Rights Plan without first obtaining shareholder approval.

Effect of the Rights Plan

The Rights Plan is not intended to and will not prevent take-over bids that are equal or fair to shareholders of the Company. For example, shareholders may tender to a bid that meets the "Permitted Bid" criteria set out in the Rights Plan without triggering the Rights Plan, even if the Board does not feel the bid is acceptable. Even in the context of a bid that does not meet the "Permitted Bid" criteria, the Board must consider every bid made and must act in all circumstances honestly and in good faith with a view to the best interests of the Company.

Furthermore, any person or group that wishes to make a take-over bid for the Company may negotiate with the Board to have the Rights Plan waived or terminated, subject in both cases to the terms of the Rights Plan, or may apply to a securities commission or court to have the Rights Plan terminated. Both of these approaches provide the Board with more time and control over the process to enhance shareholder value, lessen the pressure upon shareholders to tender to a bid and encourage the fair and equal treatment of all independent shareholders in the context of an acquisition of control.

Summary, Full Text of the 2026 Rights Plan and Amendments

For a summary of the purpose and principal terms of the Rights Plan, please see "*Appendix A – Summary of the Shareholder Rights Plan*" to this Circular. Shareholders are urged to carefully review the summary. The summary, and the description of the amendments herein, are both qualified in their entirety by, and subject to, the full text of the Rights Plan which is available upon request. Shareholders wishing to receive a copy of the Rights Plan should make their request to Mike Kicis, President, by email at kicis@talonmetals.com. A blacklined version of the Rights Plan showing the proposed amendments compared to the Prior Rights Plan is available on the Company's website.

Confirmation by Shareholders

If the Rights Plan Resolution is approved by the Disinterested Shareholders at the Meeting, the Rights Plan will take effect for another three-year term. If the Rights Plan Resolution is not approved by the Disinterested Shareholders at the Meeting, the Prior Rights Plan and the outstanding rights will terminate, and the Rights Plan will not take effect. The Board reserves the right to alter any terms of, or not to proceed with entering into, the Rights Plan at any time prior to the Meeting in the event that the Board determines, in light of subsequent developments, that to do so is in the best interests of the Company and its shareholders.

The Disinterested Shareholders will be asked at the meeting to consider and, if deemed advisable, adopt the following resolution to authorize and approve the Rights Plan:

"BE IT RESOLVED THAT:

1. the shareholder rights plan of the Company be continued, and the Amended and Restated Shareholder Rights Plan Agreement dated as of June 22, 2026 between the Company and Computershare Investor Services Inc., as rights agent (the "**2026 Rights Plan**") be and is hereby confirmed, authorized and approved;

2. any officer of the Company is authorized to take such actions as such officer may determine to be necessary or advisable to implement this resolution, such determination to be conclusively evidenced by the taking of any such actions; and

3. notwithstanding that this resolution has been duly passed by the shareholders, the Board is hereby authorized and empowered, if it decides, in its sole discretion, not to proceed with entering into the 2026 Rights Plan, to not enter into the 2026 Rights Plan without further notice to, or approval of, the shareholders."

The Board has concluded that the Rights Plan is in the best interests of the Company and shareholders. **ACCORDINGLY, THE BOARD UNANIMOUSLY RECOMMENDS THAT THE DISINTERESTED SHAREHOLDERS CONFIRM, AUTHORIZE AND APPROVE THE RIGHTS PLAN BY VOTING FOR**

THE RIGHTS PLAN RESOLUTION AT THE MEETING. UNLESS INSTRUCTED OTHERWISE, THE PERSONS NAMED IN THE ENCLOSED PROXY WILL VOTE FOR THE RIGHTS PLAN RESOLUTION.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

The purpose of this Compensation Discussion and Analysis ("**CD&A**") is to provide information about the Company's executive compensation philosophy, objectives, and processes and to discuss compensation decisions relating to the Company's named executive officers (the "**NEOs**") in 2025. Throughout this Executive Compensation section of the Circular, the term "Company" or "Talon" incudes the Company's subsidiaries, as applicable. The NEOs who are the focus of the CD&A and who appear in the compensation tables of the Circular are:

(a) Henri van Rooyen, Chief Executive Officer of the Company (up to January 9, 2026),

(b) Vincent Conte, Chief Financial Officer of the Company,

(c) Mike Kicis, President of the Company,

(d) Mark Groulx, Senior Director, Project Development of the Company, and

(e) Brian Goldner, Chief Exploration Officer of the Company.

On January 9, 2026, the Company completed a transaction with Lundin Mining Corporation ("**Lundin Mining**") pursuant to which the Company acquired the producing Eagle Mine and associated Humboldt Mill (the "**Eagle Acquisition**"). Prior to such time, the Company was an exploration and pre-development company, primarily focussed on its material project, the Tamarack Nickel Copper Project (the "**Tamarack Project**"). During 2025, the Company paid significant attention to controlling costs in order to meet its objectives. However, the mining industry is highly competitive for experienced executives. As such, the Company's goal in 2025 was to control costs while providing sufficient incentives to retain qualified individuals to help ensure the success of the Company.

Corporate Governance and Compensation Committee

In order to assist the Board in fulfilling its oversight responsibilities with respect to human resources and corporate governance related matters, the Board has established the CGC Committee. During the most recently completed fiscal year, the CGC Committee was comprised of three directors, all of whom are independent within the meaning of National Instrument 58-101 — *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), namely Messrs. John Kaplan (Chair), Gregory Kinross and David Singer.

Pursuant to its written charter and pursuant to the additional authority delegated to it by the Board, the CGC Committee's purpose with respect to compensation matters is to: (i) oversee and recommend compensation paid to the members of the Board; (ii) oversee and approve the compensation and benefits paid to the senior officers; (iii) recommend to the Board for approval executive and other compensation and benefits plans and arrangements; and (iv) oversee and administer the Company's compensation plans, including the Company's stock option plan (the "**Stock Option Plan**"). In performing its duties, the CGC Committee has the authority to engage such advisors, including executive compensation consultants, as it considers necessary.

Compensation Process

The CGC Committee primarily relies on the knowledge and experience of the members of the CGC Committee to set appropriate levels of compensation for senior officers, including NEOs. However, the CGC Committee understands the need to offer competitive compensation that attracts and retains qualified NEOs. The CGC Committee believes that one of the most effective ways to ensure this is through the evaluation of the compensation paid by industry peers. As such, during 2025, with the assistance of senior officers, the CGC Committee evaluated the compensation paid to certain NEOs by industry peers and adjusted compensation for certain NEOs based on the outcome of such evaluation.

This evaluation, coupled with the CGC Committee members' knowledge and experience, have formed the basis for the compensation offered to NEOs.

The CGC Committee's members come from diverse business backgrounds, each providing different insight into executive compensation through their work experience and, in certain cases, the other public company boards on which they currently sit on or have previously sat on. In particular:

- Mr. John Kaplan (Chair of the CGC Committee): Mr. Kaplan has extensive experience leading both public and private companies. In this role, he has made recommendations and decisions on executive and other compensation related matters.

- Mr. Gregory Kinross: Mr. Kinross mainly draws his experience relating to executive compensation from his time as President of CIC Energy, which was listed on the TSX up to October 2012 when it was acquired and taken private. His past role at CIC Energy routinely required him to make recommendations to the corporate governance and compensation committee of CIC Energy on executive compensation matters.

- Mr. David Singer: Mr. Singer has broad business experience, coupled with a foundation of legal knowledge from his many years as an attorney. This diverse background and experience gives him insight into issues surrounding executive and other compensation related matters.

The experience of the CGC Committee's members enables the CGC Committee to make decisions on the suitability of the Company's compensation policies and practices.

Neither the Company nor the CGC Committee currently has any contractual arrangement with any executive compensation consultant who has a role in determining or recommending the amount or form of senior officer or director compensation.

When determining changes to NEO compensation, the CGC Committee evaluates the NEO's performance, including reviewing the Company's performance as against its business plans and the NEO's achievements during the relevant period (which achievement criteria tend to be subjective). In addition, offers of employment by other companies to NEOs at higher levels of compensation have previously played a part in changes to NEO compensation.

The CGC Committee uses all data available to it to ensure that the Company is maintaining a level of compensation that is both commensurate with the size of the Company and sufficient to retain personnel it considers essential to the success of the Company. In reviewing comparative data, the CGC Committee does not engage in ongoing benchmarking for the purpose of maintaining compensation levels relative to any predetermined level and does not, on an ongoing basis, compare its compensation to a specific peer group of companies. External data is considered, along with an assessment of individual performance and experience, the Company's business strategy, best practices/trends in human resources, and general economic considerations.

The CGC Committee reviews the various elements of the NEOs' compensation in the context of the total compensation package (including, salary and prior awards under the Stock Option Plan) and recommends the NEOs' compensation packages.

The Board has delegated to the CGC Committee the authority to issue stock options of the Company (the "**Stock Options**") under the Stock Option Plan. From time to time, the CGC Committee grants Stock Options as part of an NEO's compensation or in recognition of the achievement of a particular business goal or extraordinary service. Generally, the CGC Committee determines the particulars with respect to all Stock Options granted, though in certain instances the decision is made by the Board. The exercise price of each Stock Option awarded under the Stock Option Plan is generally set by the CGC Committee (and ratified by the Board), but in any event, is no less than the closing price of the Common Shares on the TSX on the day preceding the grant.

Compensation Program

Principles/Objectives of the Compensation Program

The primary goal of the Company's executive compensation program is to ensure that the compensation provided to the Company's NEOs is determined with regard to the Company's business strategy and objectives, such that the financial interests of the NEOs are aligned with the financial interests of the shareholders. The program is designed to attract, motivate and retain top quality individuals at the executive level.

Compensation Program Design and Analysis of Compensation Decisions

Standard compensation arrangements for the Company's NEOs are composed of the following elements, which are linked to the Company's compensation and corporate objectives:

COMPENSATION ELEMENT	LINK TO COMPENSATION OBJECTIVES	LINK TO CORPORATE OBJECTIVES
• Base Salary	• Attract and Retain, Reward	• Competitive pay ensures access to skilled employees necessary to achieve corporate objectives.
• Stock Options	• Motivate and Reward • Align interests with shareholders	• Long-term incentives motivate and reward senior officers to increase shareholder value by the achievement of long-term corporate strategies and objectives.

The Company's NEOs generally do not get paid annual bonuses. The Company maintains (i) a 401(k) defined contribution pension plan for US based NEOs where the Company will match US based NEOs 401(k) contributions up to 6% of their base salary, and (ii) a RRSP matching program for Canadian based NEOs where the Company will match Canadian based NEOs contributions up to 6% of their base salary to a maximum of 50% of the annual allowable RRSP contribution as set by the Canada Revenue Agency.

Prior to the Eagle Acquisition, the Company was an exploratory and pre-development stage mining company and was not generating revenues from operations. As a result, the use of traditional performance standards, such as corporate profitability, was not considered by the CGC Committee to be appropriate in the evaluation of corporate or NEO performance. The compensation of NEOs in 2025 was based, in substantial part, on the financial resources of the Company, trends in the mining industry, as well as achievement of the Company's business plans. The CGC Committee did not establish any quantifiable criteria in 2025 with respect to base salaries payable or the amount of equity compensation granted to NEOs.

NEO Contracts

In order to preserve cash, commencing November 1, 2024, Henri van Rooyen (former CEO) and Vincent Conte (CFO) agreed to defer payment of their salaries (the "**Salary Deferral**") for up to six months in exchange for (i) in respect of all stock option issued to these executives, (a) their immediate vesting, and (b) their remaining valid for their entire term, and (ii) an additional payment of 50% of the amount of the Salary Deferral when the Salary Deferral was paid (the "**Salary Deferral Bonus**"). The Salary Deferral was repaid on April 8, 2025. In order to conserve the Company's cash, on April 10, 2025, the amount of the Salary Deferral Bonus was paid though the issuance of Stock Options.

Henri van Rooyen – CEO (up to January 9, 2026)

Effective January 1, 2021, Talon Metals Services Inc. ("**TMSI**"), a wholly-owned Canadian subsidiary of Talon, entered into an amended and restated employment agreement with Mr. van Rooyen. On March 26, 2026 (the "**HvR Departure Date**"), Mr. van Rooyen entered into a mutual separation agreement with the Company and TMSI pursuant to which:

- Effective on the HvR Departure Date, Mr. van Rooyen resigned from the Company and TMSI;
- Mr. van Rooyen was paid a separation payment of two (2) years salary ($898,200) and paid his accrued vacation of $183,689;
- For a period of three (3) months following the HvR Departure Date, Mr. van Rooyen will be eligible to participate in the Company's benefits programs; and
- All Stock Options issued to Mr. van Rooyen will remain valid until the original expiry date.

Vincent Conte – CFO

Effective January 1, 2021, TMSI entered into an amended and restated employment agreement with Mr. Conte. Mr. Conte is currently paid an annual salary of $349,400.

TMSI may terminate Mr. Conte's employment at any time without "cause" by providing him with twenty-four months' notice, or pay in lieu of notice, or a combination thereof.

In the event of a Change of Control, in certain circumstances, Mr. Conte is immediately entitled to a lump sum payment equal to twenty-four months' salary. In certain other circumstances, in the event Mr. Conte is terminated for any reason (other than for cause, incapacity or death) within twelve months of a Change of Control, he is immediately entitled to a lump sum payment equal to twenty-four months' salary. In certain circumstances, in the event Mr. Conte resigns within twelve months of a Change of Control, he is immediately entitled to a lump sum payment equal to eighteen months' salary.

In either case of termination (i.e. without cause or pursuant to a Change of Control) Mr. Conte's benefits will continue until the earlier of (i) him obtaining new employment and eligibility for comparable benefits thereunder, and (ii) twenty-four months.

In the case of resignation by Mr. Conte within 12 months of a Change of Control, Mr. Conte's benefits will continue until the earlier of (i) him obtaining new employment and eligibility for comparable benefits thereunder, and (ii) eighteen months.

In the event Mr. Conte's employment with TMSI ceases for any reason all Stock Options will remain valid until the original expiry date.

Mike Kicis – President

Effective January 1, 2013, TMSI entered into an employment with Mr. Kicis which was subsequently amended. Mr. Kicis is currently paid an annual salary of $349,400.

TMSI may terminate Mr. Kicis' employment at any time without "cause" by providing him with twenty-four months' notice, or pay in lieu of notice, or a combination thereof.

In the event of a Change of Control, in certain circumstances, Mr. Kicis is immediately entitled to a lump sum payment equal to twenty-four months' salary. In certain other circumstances, in the event Mr. Kicis is terminated for any reason (other than for cause, incapacity or death) within twelve months of a Change of Control, he is immediately entitled to a lump sum payment equal to twenty-four months' salary. In certain circumstances, in the

event Mr. Kicis resigns within twelve months of a Change of Control, he is immediately entitled to a lump sum payment equal to eighteen months' salary.

In either case of termination (i.e. without cause or pursuant to a Change of Control) Mr. Kicis' benefits will continue until the earlier of (i) him obtaining new employment and eligibility for comparable benefits thereunder, and (ii) twenty-four months.

In the case of resignation by Mr. Kicis within 12 months of a Change of Control, Mr. Kicis' benefits will continue until the earlier of (i) him obtaining new employment and eligibility for comparable benefits thereunder, and (ii) eighteen months.

If Mr. Kicis remains employed by TMSI during the six (6) month period following the closing of the Eagle Acquisition, Mr. Kicis has the right to voluntarily resign his employment with TMSI and TMSI shall provide Mr. Kicis with a lump sum payment representing twelve (12) months salary (the "**Resignation Right**"). The Resignation Right expires twelve (12) months following the closing of the Eagle Transaction.

In the event Mr. Kicis' employment with TMSI ceases for any reason all Stock Options will remain valid until the original expiry date.

Mark Groulx – Senior Director, Project Development

Effective February 4, 2020, Talon Nickel (USA) LLC (**"Talon Nickel"**), a wholly-owned American subsidiary of Talon, entered into an employment agreement with Mr. Groulx. Mr. Groulx is currently paid an annual salary of US$230,000.

The Company may terminate Mr. Groulx's employment at any time (i.e., at will), with no further amounts being payable to Mr. Groulx.

On January 22, 2025, the Company entered into an agreement that provided that if Mr. Groulx's employment with the Company or any subsidiary of the Company is terminated without "cause", (i) all Stock Options previously granted to Mr. Groulx pursuant to the Stock Option Plan which have not already vested shall immediately vest on notice of termination, and (ii) all Stock Options granted to Mr. Groulx will remain valid and exercisable for their entire term.

Upon a resignation or a termination "with cause" the expiry and vesting of Mr. Groulx's Stock Options will be determined in accordance with the Stock Option Plan.

Brian Goldner - Chief Exploration Officer

Effective March 18, 2021, Talon Nickel entered into an employment agreement with Mr. Goldner which was amended a number of times. Mr. Goldner's is currently paid an annual salary of US$378,300.

Talon Nickel may terminate Mr. Goldner's employment at any time without "cause" by providing him with twenty-four months' notice, or pay in lieu of notice, or a combination thereof.

In the event of a Change of Control, in certain circumstances, Mr. Goldner is immediately entitled to a lump sum payment equal to twenty-four months' salary. In certain other circumstances, in the event Mr. Goldner is terminated for any reason (other than for cause, incapacity or death) within twelve months of a Change of Control, he is immediately entitled to a lump sum payment equal to twenty-four months' salary. In certain circumstances, in the event Mr. Goldner resigns within twelve months of a Change of Control, he is immediately entitled to a lump sum payment equal to eighteen months' salary.

On January 14, 2025, the Company entered into an agreement that provided that if Mr. Goldner's employment with the Company or any subsidiary of the Company is terminated without "cause", (i) all Stock Options previously granted to Mr. Goldner pursuant to the Stock Option Plan which have not already vested shall immediately vest on

notice of termination, and (ii) all Stock Options granted to Mr. Goldner will remain valid and exercisable for their entire term.

Termination and Change of Control Benefits

Other than as disclosed above, the Company and its subsidiaries do not currently have any contract, agreement, plan or arrangement pursuant to which NEOs are entitled to receive additional benefits or payments following or in connection with any (i) termination, (ii) resignation or retirement, (iii) change of control of the Company, or (iv) change in responsibilities.

Base Salaries

The Company provides NEOs with base salaries which represent their minimum compensation for services rendered during the fiscal year. NEOs' base salaries depend on the scope of their experience, responsibilities, leadership skills, performance, length of service, general industry trends and practices, competitiveness, and the Company's financial resources. Base salaries are reviewed periodically by the CGC Committee.

Stock Options

The grant of Stock Options to purchase Common Shares pursuant to the Stock Option Plan is an integral component of the compensation packages of NEOs of the Company. The CGC Committee believes that the grant of Stock Options to NEOs and Common Share ownership by such NEOs serves to motivate achievement of the Company's long-term strategic objectives and the result will benefit all shareholders. Stock Options are awarded to NEOs by the CGC Committee, or by the Board (which may be on the recommendation of the CGC Committee), which bases its decisions upon the level of responsibility and contribution of the individuals toward the Company's goals and objectives. The CGC Committee considers the overall number of Stock Options that are outstanding relative to the number of outstanding Common Shares in determining whether to make any new grants of Stock Options and the size of such grants. Since the Company does not grant Stock Options at a discount to the prevailing market price of Common Shares, the Stock Options granted to NEOs have value only if, and to the extent that, the market price of Common Shares increases, thereby linking equity-based executive compensation to shareholder returns.

On February 27, 2024, after receiving shareholder and TSX approval, the terms of stock options previously issued to NEOs and directors were amended by (i) reducing the exercise price to $0.20, and in the case of stock options held by the directors, the CEO, the President and the CFO, reducing the exercise price to $0.25; and/or (ii) extending the expiration date by five years from the date of their original expiration date (only if the stock options were expiring on or before December 28, 2025) (the "**February 2024 Stock Option Amendments**").

Compensation-Related Risk

The CGC Committee considers and assesses, as necessary, risks relating to compensation prior to entering into or amending employment contracts with NEOs and when setting the compensation of directors. The CGC Committee believes that the Company's compensation policies and practices are appropriate for its industry and stage of business and that such policies and practices do not have associated with them any risks that are reasonably likely to have a material adverse effect on the Company or which would encourage a NEO to take any inappropriate or excessive risks. The CGC Committee will continue to review the Company's compensation policies, including its compensation-related risk profile, as necessary, to ensure its compensation policies and practices are not reasonably likely to have a material adverse effect on the Company or encourage a NEO to take any inappropriate or excessive risks.

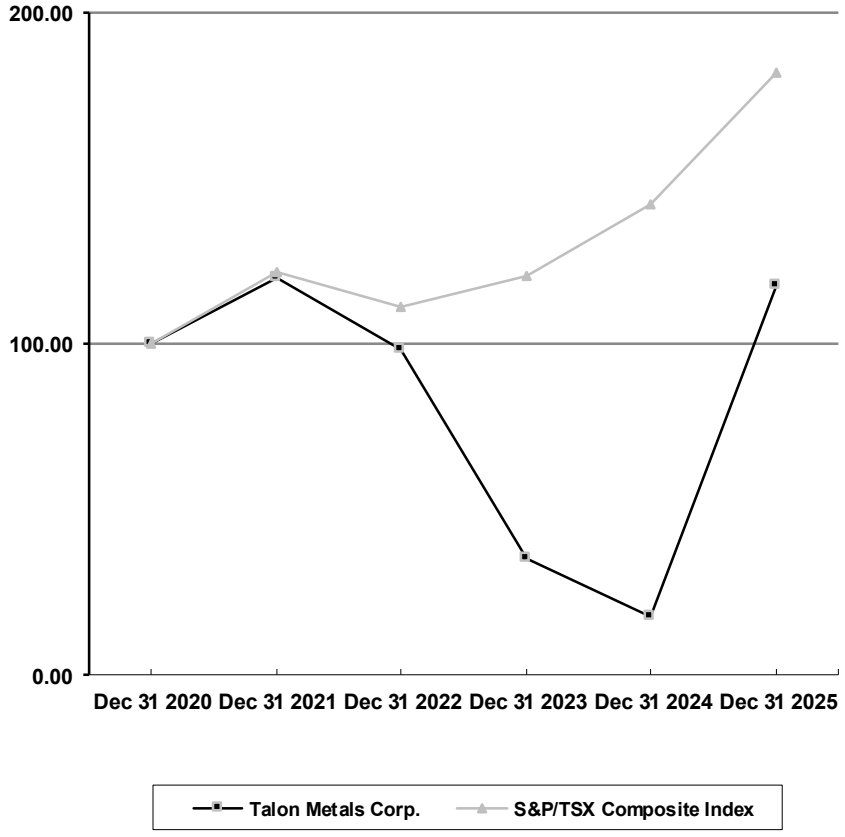
Financial Instruments

The Company does not have a policy that would prohibit a NEO or director from purchasing 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 market value of equity securities granted as compensation or held, directly or

indirectly, by the NEO or director. However, management is not aware of any NEO or director purchasing such an instrument.

Share Performance Graph

The following graph illustrates the Company's cumulative shareholder return (assuming the re-investment of dividends of which there have been none) from December 31, 2020 to December 31, 2025 on an annual basis, based upon a $100 investment made on December 31, 2020 in Common Shares, and compares the Company's cumulative shareholder return to the cumulative total shareholder return from a similar investment in the Total Return Index Value of the S&P/TSX Composite Index.



As described above, the CGC Committee considers various factors in determining the compensation of NEOs. The performance of Common Shares is one performance measure that is reviewed but there is no direct correlation between Common Share performance and NEO compensation.

The Company operates in a commodity business and the Common Share price is impacted by the market price of nickel/copper and other minerals, which may fluctuate widely and are affected by numerous factors that are difficult to predict and beyond the Company's control. The Common Share price is also affected by other factors beyond the Company's control, including general and industry-specific economic and market conditions. The CGC Committee

evaluates performance by reference to its business plan rather than by short-term changes in Common Share price based on its view that its long-term operating performance will be reflected by stock price performance over the long-term. The trend shown by the performance graph reflects an increase in cumulative total shareholder return from December 31, 2020 until December 31, 2021. Thereafter, cumulative total shareholder return decreased until December 31, 2024 where cumulative total shareholder return increased substantially. In 2021, the total compensation received by the NEOs increased and then in 2022 and again in 2023 total compensation received by NEOs decreased. The total compensation received by the NEOs in 2024 increased primarily as a result of the February 2024 Stock Option Amendments and then total compensation received by the NEOs decreased in 2025.

Executive Compensation: Tables and Narrative

Summary Compensation Table

The following table provides a summary of the compensation earned by the NEOs for services rendered in all capacities during the fiscal years ended December 31, 2025, December 31, 2024 and December 31, 2023.

Name and Principal Position	Year	Salary ($)	Share-based awards ($)	Option-based awards ($)[1]	All other Compensation ($)	Total Compensation ($)
Henri van Rooyen[2] CEO	2025	421,275[7]	N/A	-	50,578[5][6]	471,853
	2024	412,000[7]	N/A	687,073[3]	50,113[5][6]	1,149,186
	2023	412,000	N/A	-	15,390[6]	427,390
Vincent Conte CFO	2025	311,375[7]	N/A	-	41,137[5][6]	352,512
	2024	298,700[7]	N/A	403,718[3]	40,672[5][6]	743,090
	2023	298,700	N/A	-	15,390[6]	314,090
Mike Kicis President	2025	311,375	N/A	-	16,245[6]	327,620
	2024	277,248	N/A	363,216[3]	15,780[6]	656,244
	2023	275,000	N/A	-	15,390[6]	290,390
Mark Groulx Senior Director, Project Development	2025	290,044	N/A	167,615[4]	17,403[6]	475,062
	2024	273,960	N/A	-	16,774[6]	290,734
	2023	263,192	N/A	-	16,774[6]	279,966
Brian Goldner Chief Exploration Officer	2025	496,090	N/A	-	29,766[6]	525,856
	2024	451,514	N/A	425,276[3]	27,090[6]	903,880
	2023	444,540	N/A	-	26,672[6]	471,212

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Notes:

(1) The grant date fair values of Stock Options awarded were calculated using the Black-Scholes model as the Company determined this to be the most accurate measure of value of the Stock Options.

(2) Represents compensation paid to Mr. van Rooyen in his role as CEO of the Company. Mr. van Rooyen resigned from the Company on March 26, 2026.

(3) Amount represents the grant date fair value of Stock Options awarded in 2024 and the fair value increase associated with the February 2024 Stock Option Amendments. Grant date fair value was calculated in accordance with the Black-Scholes model using the Common Share price on the date of grant or on the date of the February 2024 Stock Option Amendments. Stock Options granted and amended in 2024 were valued based on the following assumptions: expected volatility of 60%, risk-free interest rate of 3.70% to 4.28%, no dividend yield and an expected life of five years or the number of years according to the terms of the amendment.

(4) Amount represents the grant date fair value of Stock Options awarded in 2025. Grant date fair value was calculated in accordance with the Black-Scholes model using the Common Share price on the date of grant. 2025 Stock Options were valued based on the following assumptions: expected volatility of 60%, risk-free interest rate of 2.78%, no dividend yield and expected life of five years.

(5) Includes the Salary Deferral Bonus amounts earned by Henri van Rooyen and Vincent Conte of $34,333 and $24,892, respectively in 2024 and earned by Henri van Rooyen and Vincent Conte of $34,333 and $24,892, respectively in 2025. The amounts earned were settled by issuing Stock Options. 111,450 Stock Options were granted to each of Henri van Rooyen and Vincent Conte on April 10, 2025, that vested immediately, with an expiry date of April 10, 2030 and an exercise price of $1.00. The number of Stock Options issued to Henri van Rooyen and Vincent Conte were based on the following assumptions: expected volatility of 60%, an exercise price equal to the market price on the day before issuance, risk-free interest rate of 3.11%, no dividend yield and an expected life of five years.

(6) Includes retirement plan employer matching contributions to 401(k) retirement plan for U.S. based NEOs and to RRSP for Canadian based NEOs.

(7) Includes the Salary Deferral amounts which began on November 1, 2024. All Salary Deferral amounts were paid by the Company on April 8, 2025.

* Amounts in the table originally in U.S. dollars were converted to Canadian dollars at the following average annual average exchange rates from the Bank of Canada: 2025 – 1.3978, 2024 – 1.3699, 2023 – 1.3487.

Incentive Plan Awards

The following table provides details regarding outstanding NEO option-based awards as at December 31, 2025. The Company did not have any share-based awards outstanding as at December 31, 2025. Note that the numbers that appear in the following table are presented after taking into account the Share Consolidation.

Name	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Aggregate value of unexercised in-the-money options ($)[1]
Henri van Rooyen[2]	487,655	0.95	March 22, 2029	2,462,658
	199,841	1.80	June 6, 2029	839,332
	252,100	2.50	December 28, 2030	882,350
	50,000	2.50	December 20, 2027	175,000
	111,450	1.00	April 10, 2030	557,250
Vincent Conte	348,159	0.95	March 22, 2029	1,758,203
	113,243	1.80	June 6, 2029	475,621
	133,000	2.50	December 28, 2030	465,500
	25,000	2.50	May 28, 2026	87,500
	50,000	2.50	December 20, 2027	175,000
	50,000	2.00	May 30, 2029	200,000
	80,596	0.85	November 26, 2029	415,069
	111,450	1.00	April 10, 2030	557,250
Mike Kicis	150,000	2.00	February 3, 2027	600,000
	20,000	2.00	December 20, 2027	80,000
	40,000	2.00	December 28, 2030	160,000
	25,000	2.00	May 28, 2026	100,000
	50,000	2.00	May 30, 2029	200,000
	305,000	0.85	November 26, 2029	1,570,750
Mark Groulx	150,000	1.05	April 25, 2030	742,500
Brian Goldner	500,000	1.65	October 28, 2029	2,175,000
	200,000	2.00	December 28, 2030	800,000
	100,000	2.00	December 20, 2027	400,000

Notes:

(1) Based on the TSX closing price for Common Shares on December 31, 2025 of $6.00.
(2) Mr. van Rooyen acts as both a director and officer of the Company. The Stock Option grants identified represent all Stock Options granted to such Mr. van Rooyen in both capacities.

Please see "Securities Authorized for Issuance under Equity Compensation Plans" (below) for details regarding the Stock Option Plan.

The following table provides details regarding outstanding NEO option-based awards, share-based awards and non-equity incentive plan compensation, which vested and/or were earned during the year ended December 31, 2025.

Incentive plan awards - value vested or earned during the year			
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 ($)**
Henri van Rooyen	-	N/A	N/A
Vincent Conte	-	N/A	N/A
Mike Kicis	-	N/A	N/A
Mark Groulx	412,500	N/A	N/A
Brian Goldner	887,500	N/A	N/A

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Notes:

(1) Calculated based on the amount that would have been realized if the Stock Options had been exercised on the vesting date.

Director Compensation

Up to September 30, 2025, non-executive directors received the following fees for their work as directors of the Company: basic annual remuneration - $10,000, member of the Audit Committee - $5,000 and member of the CGC Committee - $2,500. Effective October 1, 2025, non-executive directors receive the following fees for their work as directors of the Company: basic annual remuneration - $30,000, member of the Audit Committee - $10,000, member of the CGC Committee - $5,000, chair of the Audit Committee - $5,000 and chair of the CGC Committee - $2,500.

Effective January 1, 2024, to help the Company conserve cash, the Board agreed to defer their cash remuneration (the "**Director Fee Deferral**"). On April 10, 2025, with the consent of each member of the Board, the CGC Committee resolved to pay the Director Fee Deferral, which amount owing included the period from January 1, 2024 until March 31, 2025, in Stock Options. In November 2025, the Additional Board Payments were approved for payment and, on December 23, 2025, Stock Options were issued to settle the Additional Board Payments for two members of the Board.

Directors may also receive Stock Option grants as recommended by the CGC Committee and determined by the Board. The exercise price of such Stock Options is determined by the CGC Committee and ratified by the Board, but in any event the exercise price is not less than the market price of the Common Shares at market close the trading day immediately before the grant of the Stock Options. Please see "Securities Authorized for Issuance under Equity Compensation Plans" (below) for a detailed description of the Stock Option Plan.

Directors are also reimbursed for all reasonable out-of-pocket expenses incurred in attending Board, committee or shareholder meetings and otherwise incurred in carrying out their duties as directors of the Company. There were no director reimbursements during the year-ended December 31, 2025.

Director Summary Compensation Table

The following compensation table sets out the compensation paid to each of the Company's directors during the year ended December 31, 2025. During 2025, Mr. van Rooyen and Mr. Newfield were both directors and officers of the Company. Amounts received by Mr. van Rooyen for services provided as a director, if any, are reported in the Summary Compensation Table under "Executive Compensation: Tables and Narrative" (above).

Name	Fees earned[1] ($)	Option-based awards[2] ($)	All other compensation[3] ($)	Total ($)
Warren E. Newfield[5]	105,000[4]	-	50,000	155,000
David L. Deisley	20,000	-	35,000	55,000
Arne H. Frandsen	15,000	-	25,000	40,000
John D. Kaplan	30,000	-	75,000	105,000
Gregory S. Kinross	30,625	-	75,000	105,625
David E. Singer	24,375	-	70,000	94,375
Frank D. Wheatley	15,000	-	25,000	40,000
Sean N. Werger[6]	8,804	-	-	8,804

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Notes:

(1) Amounts represent all Board fees earned, including fees earned for a special committee of the Board.

(2) No Stock Options were granted in 2025 for compensation, however, the Company settled the Director Fee Deferral by issuing Stock Options. On April 10, 2025, the Company issued 254,740 Stock Options with an exercise price of $1.00, an expiry date of April 10, 2030, that vested immediately to settle the Director Fee Deferral amount of $282,943. In order to settle the Additional Board Payments owing to Mr. Frandsen and Mr. Wheatley, on December 23, 2025, the Company issued 254,740 Stock Options with an exercise price of $6.10, an expiry date of December 23, 2030, that vested immediately. The number of Stock Options issued were based on the following assumptions: expected volatility of 60%, risk-free interest rate of 2.88% to 3.11%, an exercise price equal to the market price on the day before issuance, no dividend yield and an expected life of five years.

(3) Represents one-time payment on account of board fees being unchanged for up to 15 years and at times deferred (the "Additional Board Payments").

(4) Represents compensation paid to Mr. Newfield in his role as Executive Chairman of the Company. He receives no additional compensation in his role as a director of the Company.

(5) Mr. Newfield stepped down from the board in connection with the closing of the Eagle Acquisition on January 9, 2026.

(6) Mr. Werger stepped down from his role as a director of the Company on October 16, 2025.

Incentive Plan Awards

The following table provides details regarding the outstanding option-based awards held by directors as at December 31, 2025. The Company did not have any share-based awards outstanding to directors as at December 31, 2025. At December 31, 2025, Mr. van Rooyen and Mr. Newfield were each a director and officer of the Company. Option-based awards received by Mr. van Rooyen for services provided as a director, if any, are reported in the Incentive Plan Awards Tables under "Executive Compensation: Tables and Narrative" (above). Note that the numbers that appear in the following table are presented after taking into account the Share Consolidation.

Name	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Aggregate value of unexercised in-the-money options ($)[1]
Warren E. Newfield [2]	81,500	2.50	December 28, 2030	285,250
	50,000	2.50	May 28, 2026	175,000
	82,500	1.00	April 10, 2030	412,500
David L. Deisley	64,613	0.95	March 22, 2029	326,296
	30,000	2.50	December 28, 2030	105,000
	50,000	2.50	May 28, 2026	175,000
	32,900	1.00	April 10, 2030	164,500
Arne H. Frandsen	80,000	2.50	January 13, 2027	280,000
	23,500	1.00	April 10, 2030	117,500
	8,235	6.10	December 23, 2030	-
John D. Kaplan	30,000	2.50	December 28, 2030	105,000
	50,000	2.50	May 28, 2026	175,000
	540	1.00	April 10, 2030	2,700
Gregory S. Kinross	78,612	0.95	March 22, 2029	396,991
	36,500	2.50	December 28, 2030	127,750
	50,000	2.50	May 28, 2026	175,000
	50,600	1.00	April 10, 2030	253,000
David E. Singer	64,613	0.95	March 22, 2029	326,296
	30,000	2.50	December 28, 2030	105,000
	50,000	2.50	May 28, 2026	175,000
	41,200	1.00	April 10, 2030	206,000
Frank D. Wheatley	80,000	2.50	January 13, 2027	280,000
	23,500	1.00	April 10, 2030	117,500
	8,235	6.10	December 23, 2030	-
Sean N. Werger[3]	50,000	2.50	December 20, 2027	175,000
	198,400	1.00	December 28, 2030	992,000

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Notes:

(1) Based on the TSX closing price for Common Shares on December 31, 2025 of $6.00.

(2) Mr. Newfield acts as both a director and officer of the Company. The Stock Option grants identified represent all Stock Options granted to Mr. Newfield in both capacities. Mr. Newfield stepped down from the board in connection with the closing of the Eagle Acquisition on January 9, 2026.

(3) Mr. Werger stepped down from his role as a director of the Company on October 16, 2025.

The following table provides details regarding outstanding director option-based awards, share-based awards and non-equity incentive plan compensation, which vested and/or were earned during the year ended December 31, 2025. Details regarding the outstanding option and share based awards vested and exercisable and non-equity incentive plan compensation earned, if any, by Mr. van Rooyen are reported in the Incentive Plan Awards Tables under "Executive Compensation: Tables and Narrative" (above).

Incentive plan awards - value vested or earned during the year			
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 ($)**
Warren E. Newfield[(2)]	98,625	N/A	N/A
David L. Deisley	158,535	N/A	N/A
Arne H. Frandsen	60,000	N/A	N/A
John D. Kaplan	60,000	N/A	N/A
Gregory S. Kinross	184,758	N/A	N/A
David E. Singer	158,535	N/A	N/A
Frank D. Wheatley	60,000	N/A	N/A
Sean N. Werger[(3)]	-	N/A	N/A

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Notes:

(1) Calculated based on the amount that would have been realized if the Stock Options had been exercised on the vesting date.
(2) Mr. Newfield stepped down from the board in connection with the closing of the Eagle Acquisition on January 9, 2026.
(3) Mr. Werger stepped down from his role as a director of the Company on October 16, 2025.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as of December 31, 2025 with respect to Common Shares that may be issued under the Stock Option Plan and those that may be issued outside of the Stock Option Plan.

Equity Compensation Plan Information

Plan Category	**Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)**	**Weighted-average exercise price of outstanding options, warrants and rights (b)**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)**
Equity compensation plans approved by securityholders	11,380,686	$1.80	6,602,164
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	11,380,686	$1.80	6,602,164

STOCK OPTION PLAN

The following is a summary of the material terms of the Stock Option Plan.

The purpose of the Stock Option Plan is to develop and increase the interest of certain Eligible Persons in the growth and development of the Company by providing them with the opportunity to acquire a proprietary interest in the Company through the grant of Stock Options to purchase Common Shares.

Under the Stock Option Plan, stock options may be granted to Eligible Persons. The term "**Eligible Person**" includes, subject to all applicable laws, directors, senior officers, employees and consultants of the Company, an Affiliated Entity (as defined below), or a company providing management or administrative consulting services to the Company, and certain "**Permitted Assigns**" of the foregoing persons, including: (i) a trustee, custodian, or administrator acting on behalf of, or for the benefit of, such person; (ii) a personal holding corporation of such a person; (iii) an RRSP or a RRIF established by or for such a person under which such a person is the beneficiary; (iv) a spouse of such a person; (v) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of such a person; (vi) a personal holding corporation of the spouse of such a person; or (vii) an RRSP or an RRIF established by or for the spouse of such a person under which the spouse of such person is the beneficiary. An "**Affiliated Entity**" means a person or company that is controlled by the Company.

The Stock Option Plan must be administered by the Board or, in the Board's discretion, a committee appointed by the Board for that purpose. Currently, for the most part, the Stock Option Plan is administered by the CGC Committee.

The aggregate number of Common Shares which may be issued under the Stock Option Plan may not exceed 15% of the aggregate number of Common Shares issued and outstanding (calculated on a non-diluted basis) from time to time. Any Stock Option granted under the Stock Option Plan which has been exercised shall again be available for subsequent grant under the Stock Option Plan, effectively resulting in a re-loading of the number of Common Shares available for grant under the Stock Option Plan. Any Common Shares subject to an option granted under the Stock Option Plan, which for any reason is surrendered, cancelled or terminated or expires without having been exercised, shall again be available for subsequent grant under the Stock Option Plan. The plan does not limit insider participation. The plan does not provide for a maximum number of Common Shares which may be issued to an individual pursuant to the plan and any other share compensation arrangement (expressed as a percentage or otherwise).

The purchase price (the "**Price**") per Common Share subject to each Stock Option is determined by the Board (or committee appointed by the Board). The Price shall not be lower than the closing market price on the TSX, or another stock exchange where the majority of the trading volume and value of Common Shares occurs, on the trading day immediately preceding the date of the grant, or if not so traded, the average between the closing bid and asked prices thereof as reported for the trading day immediately preceding the date of the grant; provided that if the Common Shares have not traded on the TSX or another stock exchange for an extended period of time, the "market price" will be the fair market value of the shares at the time of grant, as determined by the Board (or committee appointed by the Board). The Board (or committee appointed by the Board) may determine that the Price may escalate at a specified rate dependent upon the date on which a Stock Option may be exercised by the Eligible Person.

Stock Options shall not be granted for a term exceeding ten years (the "**Option Period**"). Stock Options may be exercised by an Eligible Person in whole at any time, or in part from time to time, during the Option Period, subject to the provisions of the Stock Option Plan. Generally, Stock Options granted under the Stock Option Plan may not be assigned or otherwise transferred by an Eligible Person other than to certain other Eligible Persons and Permitted Assigns or pursuant to a will or by the laws of descent and distribution. However, pursuant to the amendment provision of the Stock Option Plan, the Board has the authority to amend the assignability and transferability provisions of the Stock Option Plan generally or any Stock Options granted to any Eligible Person.

Stock Options granted under the Stock Option Plan may vest at the discretion of the Board (or committee appointed by the Board). Stock Options granted under the Stock Option Plan to employees and consultants of the Company may vest on a periodic basis, including, in certain instances, subject to the achievement of specified corporate or project milestones established by the Board (or committee appointed by the Board) on the date of grant.

If the termination date of a Stock Option falls during or within three business days of a blackout period, during which the policies of the Company prevent persons in a "special relationship" with the Company from trading in the securities of the Company, the expiry date for the Stock Option will be extended for an additional period expiring on the tenth business day following the end of the blackout period.

By its terms, the Stock Option Plan may be amended by the Board without further approval of the Talon shareholders, to the extent that such amendments relate to: (a) complying with the requirements of any applicable regulatory authority; (b) complying with the rules, policies and notices of the TSX or of any stock exchange on which the Company's securities are listed; (c) altering, extending or accelerating the terms and conditions of vesting of any Stock Options; (d) extending the term of Stock Options held by a person other than a person who, at the time of the extension, is an insider of the Company, provided that Stock Options shall not be granted for a term exceeding ten years; (e) determining, subject to all applicable regulatory requirements, that the provisions of the Stock Option Plan concerning the effect of termination of a participant's status as an Eligible Person shall not apply to a participant for any reason acceptable to the Board; (f) accelerating the expiry date of any Stock Options; (g) amending the definitions contained within the Stock Option Plan; (h) amending the categories of persons who are Eligible Persons and entitled to be granted Stock Options pursuant to the Stock Option Plan; (i) allowing the grant of short-term financial assistance to participants for the purpose of exercising Stock Options granted hereunder, subject to compliance with all applicable regulatory requirements; (j) authorizing the addition or modification of a cashless exercise feature, payable in cash or Common Shares, which provides for a full deduction of the number of underlying securities from the Stock Option Plan reserve; (k) the assignability or transferability of Stock Options, with respect to Eligible Persons generally and/or with respect to any participant; (l) amending or modifying the mechanics of exercise of Stock Options; and (m) amendments of a "housekeeping" nature, including, without limitation, amending the wording of any provisions of the Stock Option Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Stock Option Plan that is inconsistent with any other provision of the Stock Option Plan.

Notwithstanding the above, shareholder approval is required with respect to amendments that relate to any of the following: (a) a reduction in the price or extension of the term of Stock Options granted to an insider of the Company; (b) an increase in the fixed percentage of the issued and outstanding Common Shares issuable under the Stock Option Plan; and (c) changes to the amendment provisions of the Stock Option Plan.

The Board may terminate the Stock Option Plan at any time.

In the event of the death of an Eligible Person prior to a Stock Option's expiry date, the Stock Option may be exercised by the legal representatives of such participant at any time up to and including the date which is the first anniversary of the date of death of such participant or the expiry date of such Stock Option, whichever is the earlier, after which the Stock Option shall in all respects cease and terminate. In the event an Eligible Person resigns as an employee or senior officer of the Company or an Affiliated Entity or resigns, is removed or otherwise ceases to be a member of the Board or of the board of directors of an Affiliated Entity (other than upon the death of such Eligible Person), all Stock Options granted to such Eligible Person which are then outstanding (whether vested or unvested) shall cease and terminate 90 days after such resignation, removal or other cessation of the term of office of the Eligible Person. In the event an Eligible Person (a) is an employee or senior officer of the Company or an Affiliated Entity and is discharged by reason of a wilful and substantial breach of such person's employment duties, or (b) is a consultant to the Company and the agreement or engagement between the Company and such consultant is terminated by either party, all Stock Options granted to such Eligible Person under the Stock Option Plan which are then outstanding (whether vested or unvested) shall cease and terminate in accordance with the provisions of the Stock Option Plan, unless, under the terms of the Stock Option Plan, the Board (or committee appointed by the Board) waives such provisions. In the event of a termination of employment or engagement of an Eligible Person (including the expiry of an agreement or engagement between the Company and a consultant) other than in the event of death or in the circumstances set out above, such Eligible Person may exercise each Stock Option then held by such participant under the Stock Option Plan at any time up to and including the 90th day (or such later date as the Board, or committee appointed by the Board, in its sole discretion may determine) following the effective date upon which the participant ceases to be an Eligible Person or the expiry date of such Stock Option, whichever is earlier, after which time the Stock Option shall in all respects cease and terminate.

The Stock Option Plan contains provisions for adjustment of the number of Common Shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of Common Shares, a merger, or other relevant changes in the Company's capitalization. Currently, the Stock Option Plan does not contain any provision for financial assistance by the Company in respect of Stock Options granted under the Stock Option Plan.

The below table sets out information as of December 31, 2025 on the number of Stock Options issuable, granted and available for grant pursuant to the Stock Option Plan. It also provides the information expressed as a percentage of the total Common Shares issued and outstanding as of December 31, 2025.

	Number	Percentage
Maximum Stock Options Issuable	17,982,850	15.00%
Total Stock Options Granted	11,380,686	9.49%
Remaining Stock Options Available for Grant	6,602,164	5.51%

The below table sets out information as of the date hereof on the number of Stock Options issuable, granted and available for grant pursuant to the Stock Option Plan. It also provides the information expressed as a percentage of the total Common Shares issued and outstanding as of the date hereof.

	Number	Percentage
Maximum Stock Options Issuable	24,151,907	15.00%
Total Stock Options Granted	10,503,328	6.52%
Remaining Stock Options Available for Grant	13,648,579	8.48%

Annual Burn Rate

The following table sets out the annual burn rate for the Stock Option Plan as of December 31st for each of the last three years. The annual burn rate represents the total number of stock options granted during the year, divided by the weighted average number of shares outstanding during the year.

	2023	2024	2025
Annual Burn Rate	1.35%	3.53%	1.65%

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Since the beginning of the Company's most recently completed financial year, there is no, and there has not been any, outstanding indebtedness owing to the Company or any subsidiary of the Company in connection with the issuance of securities or otherwise by: (i) any director, executive officer or employee of the Company or any of its subsidiaries; (ii) any former director, executive officer or employee of the Company or any of its subsidiaries; (iii) any proposed nominee for election as a director of Company; (iv) any associate of any individual who is, or at any time during the Company's most recently completed financial year was, a director or executive officer of the Company; or (v) any associate of any proposed nominee for election as a director of the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as part of the Eagle Acquisition, to the knowledge of the Company, no director, executive officer, any person or company beneficially owning, controlling or directing, directly or indirectly (or a combination thereof), Common Shares carrying more than ten percent of the voting rights of Common Shares, any directors or executive officers of such shareholders, or any associate or affiliate of any of the foregoing persons, have had a material interest, direct or indirect, in any transaction since the commencement of Talon's most recently completed financial year or in any proposed transaction that has materially affected or would materially affect Talon or any of its subsidiaries.

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

Except as otherwise disclosed herein, no person who has been a director or executive officer of Talon at any time since January 1, 2025, and no associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, in any matter to be acted upon at the Meeting.

CORPORATE GOVERNANCE PRACTICES

The Board and management of the Company recognize that effective corporate governance practices are fundamental to the long-term success of the Company. Sound corporate governance contributes to shareholder value through increased confidence. The Board and management are therefore committed to maintaining a high standard of corporate governance and compliance with National Policy 58-201 - *Corporate Governance Guidelines* (the "**Guidelines**"), which establishes the basis for effective corporate governance. NI 58-101 requires that corporations disclose their approach to corporate governance with reference to the Guidelines. The Company's approach is outlined below.

Board of Directors

Pursuant to NI 58-101, a director is independent if the director has no direct or indirect material relationship with the company which could, in the view of the company's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment. Certain directors are deemed to have a material relationship with the company by virtue of their position or relationship with the company.

Currently, the Board is comprised of nine (9) members, seven (7) of whom, a majority, Messrs. Deisley, Kaplan, Kinross, Lundin, Morel, Singer and Wheatley are considered independent.

Assuming management's proposed slate of directors is elected at the Meeting, the Board will be comprised of eight (8) members, seven (7) of whom (Messrs. Deisley, Kaplan, Kinross, Lundin, Morel, Singer and Wheatley), a majority, will be independent within the meaning of NI 58-101.

The following directors proposed for election at the Meeting are not considered independent within the meaning of NI 58-101:

- Mr. Stacey as he is the Chief Executive Officer of the Company;

The following table sets out details of directorships held by Talon directors in other public issuers:

Name of Director	*Name of Issuer*
Jack O.A. Lundin	Lundin Mining Corporation (TSX and NASDAQ Stockholm) Lundin Gold Inc. (TSX and NASDAQ Stockholm)
Frank D. Wheatley	Trailbreaker Resources Ltd. (TSX-V)

The business and affairs of the Company are managed by the Board. The Board holds regular meetings to review the business and affairs of the Company and to make any decisions relating thereto. The principal roles and responsibilities of the Chair are to provide leadership to the Board and to ensure that the Board maintains the appropriate degree of independence from management. The Board believes that it functions independently of management. When conflicts do arise, interested parties are precluded from voting on matters in which they may have an interest. As may be deemed necessary by the Chair and the independent directors, the independent directors of the Board convene meetings of the independent directors, at which non-independent directors and members of management are not in attendance.

On January 14, 2025, the Board determined that it would be in the best interests of the Company to appoint a special committee (the "**Special Committee**") of the Board comprised solely of three independent directors (Messrs.

Deisley, Kaplan and Kinross) to review and assess the terms of any potential consensual business combination transactions with the Company, or other strategic alternative or financing options that may be available to the Company, its shareholders and other relevant stakeholders.

From January 1, 2025 until May 13, 2026, the Board, Audit Committee, CGC Committee and Special Committee met nineteen (19), six (6), four (4) times and five (5) times, respectively.

The following is the record of attendance for each director at Board, Audit Committee, CGC Committee and Special Committee meetings from January 1, 2025 until May 13, 2026:

Director	**Board Meetings** (19)[(1)]	**Audit Committee Meetings** (6)[(1)]	**CGC Committee Meetings** (4)	**Special Committee Meetings** (5)
Warren E. Newfield[(2)]	14	N/A	N/A	N/A
David L. Deisley	16	N/A	N/A	5
Arne H. Frandsen	10	N/A	N/A	N/A
John D. Kaplan	15	4	4	5
Gregory S. Kinross	15	6	4	5
David E. Singer	17	6	4	N/A
Henri van Rooyen[(3)]	16	N/A	N/A	N/A
Sean Werger[(4)]	8	N/A	N/A	N/A
Frank D. Wheatley	16	N/A	N/A	N/A
Jack O.A. Lundin[(5)]	3	N/A	N/A	N/A
Juan Andrés Morel Lara[(5)]	2	N/A	N/A	N/A
Darby L. Stacey[(5)]	3	N/A	N/A	N/A

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Notes:

(1) Parts of four (4) Board meetings and three (3) Audit Committee meetings were held in camera.
(2) Mr. Newfield stepped down as a director of the Company in connection with the closing of the Eagle Acquisition on January 9, 2026.
(3) Mr. van Rooyen resigned as a director of the Company on March 26, 2026.
(4) Mr. Werger resigned as a director of the Company on October 16, 2025.
(5) Messrs. Lundin, Morel and Stacey were appointed as directors of the Company in connection with the closing of the Eagle Acquisition on January 9, 2026.

Board Mandate

The Board is responsible for overseeing the strategic direction of the Company and the general supervision of the activities of management of the Company. The Board has delineated its roles and responsibilities in a written mandate, which is attached hereto as Appendix B.

Position Descriptions

The Company has developed written position descriptions for the Chair of the Board and the Chairs of each of its Audit Committee and its CGC Committee. Members of the Board's committees are approved by the Board and, unless elected by the Board, the Chairs of the committees are approved by the individual committees.

The Board has not developed a position description for the CEO of the Company. However, the Chair of the Board sets out the duties, roles and responsibilities of the CEO when he first meets with a new CEO. Such duties, roles and responsibilities include the following: (i) developing, implementing and assessing the effectiveness of corporate objectives and business plans; (ii) providing executive leadership to the Company and achieving the results targeted in the corporate objectives and business plans; (iii) representing the Company in communications with shareholders and others; (iv) overseeing the recruitment, retention, assessment and development of the executive team, key employees and their successors; and (v) establishing and maintaining corporate policies and setting a high standard of integrity in all aspects of the business.

The CEO reports to the Board, and the Board responds to and, if it considers appropriate, approves, with such revisions as it may require, corporate objectives and recommended courses of action, which have been brought forward by the CEO and management. The Board and the CEO review, on a regular basis, the scope and limits of management's responsibilities and powers.

Orientation and Continuing Education

The CGC Committee is responsible for assessing the need for and, if deemed necessary, establishing procedures and approving appropriate orientation and education programs for new directors. Presently, the Company does not have a formal process of orientation for new directors. However, the Board conducts a discussion of the business of the Company at its Board meetings to ensure new directors are provided with an overview of the Company's operations. From time to time, corporate officers and legal, financial and other experts are invited to attend Board meetings to describe matters within their areas of expertise.

Given the size of the Company and the in-depth experience of the current directors, there has been no formal continuing education program. Board members are entitled to attend seminars that they determine necessary to keep themselves up-to-date with current issues relevant to their services as directors of the Company. As well, the Board has considered developing or otherwise making available an appropriate program to ensure that its directors maintain the skill and knowledge necessary to meet their obligations as directors. To date, no such formal program has been developed or made available.

Ethical Business Conduct

The Board adopted a Code of Business Conduct and Ethics on December 7, 2006, as amended and restated on April 16, 2008 (the "**Code**"). A copy of the Code is available on SEDAR+ at www.sedarplus.ca.

The Code provides that the Company's employees, officers and directors are required to act with honesty and integrity and to avoid any relationships or activities that might create, or appear to create, a conflict between personal interests and the interests of the Company. The Company is committed to providing a healthy and safe workplace in compliance with applicable laws, rules and regulations. The Code affirms the Company's commitment to foster a work environment in which all individuals are treated with respect and dignity.

The Board does not formally monitor compliance with the Code. Management is expected to report any breaches of the Code to the Board. Additionally, the Code also provides a process by which actual or potential violations of its provisions are to be reported to the Chair of the Audit Committee and confirms that there will not be any reprisals against an individual who does so in good faith.

In circumstances where a director or executive officer has a material interest in a transaction or agreement which the Company is considering entering into, the individual is required to fully disclose his or her interest therein and an *ad hoc* committee of disinterested directors is appointed for review purposes to confirm, among other things, that such transaction or agreement, as applicable, is being entered into on arm's length commercially reasonable terms. Such committee has the right to obtain advice from the Company's counsel and other professional advisors and/or appoint independent counsel and/or advisors.

All of the Company's employees, officers and directors are expected to comply with the Code and any waiver from any part of the Code requires the approval of (i) the CEO for waivers requested by employees of the Company, and

(ii) the Board (or a committee appointed by the Board) for waivers requested by executive officers and/or directors of the Company. There have been no material change reports filed since January 1, 2025 pertaining to conduct of a director or executive officer that constitutes a departure from the Code.

Nomination of Directors

Generally, the Board and the CGC Committee have found that current directors and management of the Company have frequently recommended, through their respective networks of contacts or major shareholders, individuals who may be good candidates to act as directors of the Company. Based on these recommendations, generally, in the first instance, management will meet with individuals who appear to be a good fit with the Company and will report back their findings to the Chair of the Board and/or the CGC Committee. When the Company has a vacancy on the Board or if the Chair of the Board and the CGC Committee believe it to be in the best interests of the Company to expand the size of the Board, they will review recommendations of management and the CGC Committee will discuss the potential nominee(s) and make a formal recommendation to the entire Board for approval.

Diversity

The Company does not have a written policy on the identification and nomination of female directors or executive officers, or a target for the number of women in these roles. Currently, the Company has no female directors or executive officers. The Board, and in particular the CGC Committee, do not believe that quotas or targets for female representation on the Board or in executive officer positions necessarily result in the identification or selection of the best candidates for such positions. The Board and the CGC Committee are mindful of the benefits of diversity in the workplace and on the Board. Accordingly, the Board and CGC Committee consider both the level of female representation and diversity as essential considerations in the selection process for new directors and executive officers, in addition to the expertise and experience required.

Term Limits

The CGC Committee understands that the composition of the Board should reflect a balance between the experience and understanding that comes with longevity of service on the Board and the need for renewal and fresh ideas and perspectives. However, the Company does not impose term limits on directors, nor are there any other mechanisms in place that operate to compel director turnover. While term limits can help ensure the Board gains a fresh perspective, term limits also serve as an arbitrary mechanism for removing directors which can result in valuable and experienced directors being forced to leave the Board solely because of length of service. The CGC Committee believes that directors should be assessed based on their ability to continue to make a meaningful contribution to the Board. The CGC Committee is responsible for reviewing the composition of the Board and recommends changes as appropriate. The CGC Committee believes that this is a more meaningful way to evaluate the performance of directors and to make determinations about changes to the composition of the Board.

Compensation

See "Executive Compensation" (above) for a discussion of senior officer and director compensation and details regarding the CGC Committee's oversight of compensation matters and role in compensation determinations.

Committees

The Board currently has two standing committees: (1) the Audit Committee; and (2) the CGC Committee.

For information regarding the Company's Audit Committee, in compliance with the disclosure requirements of National Instrument 52-110 - *Audit Committees*, refer to the section entitled "Audit Committee Information" in the Company's annual information form for the year ended December 31, 2025, which is available on SEDAR+ at www.sedarplus.ca.

In addition to its responsibilities in respect of compensation and nominations, as described above, the CGC Committee performs the following functions in respect of corporate governance: (i) performing an oversight role for

corporate governance issues; (ii) ensuring that there is an appropriate number of independent directors; (iii) developing, recommending and bringing forward to the Board any corporate governance issues or principles for review or action by the Board; (iv) ensuring management is apprised of any corporate governance issues identified by the CGC Committee; and (v) assessing the performance of the corporate governance system and recommending any proposed changes to the Board for its review and approval to ensure that the Company is following best practices for corporate governance.

Assessments

The CGC Committee is responsible for assessing, at least annually, the composition and effectiveness of the Board as a whole, the committees of the Board, and the contributions of individual directors, including making recommendations, where appropriate, that sitting directors be removed or not re-appointed.

MANAGEMENT CONTRACTS

There are no management functions of Talon or its subsidiaries which are to any substantial degree performed by a person or company other than the directors or executive officers of Talon or its subsidiaries.

OTHER BUSINESS

Except as otherwise indicated, information contained herein is given as of May 13, 2026. Management knows of no matters to come before the Meeting other than the matters referred to in the Notice of Meeting. **HOWEVER, IF OTHER MATTERS WHICH ARE NOT KNOWN TO MANAGEMENT SHOULD PROPERLY COME BEFORE THE MEETING, COMMON SHARES REPRESENTED BY THE ACCOMPANYING FORM OF PROXY WILL BE VOTED ON SUCH MATTERS IN ACCORDANCE WITH THE BEST JUDGMENT OF THE PERSONS VOTING THE PROXY**.

ADDITIONAL INFORMATION

Additional information relating to Talon may be found on SEDAR+ at www.sedarplus.ca. Financial information relating to Talon is provided in Talon's comparative financial statements and related management's discussion and analysis for the financial year ended December 31, 2025. To request copies of Talon's financial statements and related management's discussion and analysis, please contact Mike Kicis, President, at:

Talon Metals Corp.
Craigmuir Chambers
P.O. Box 71
Road Town, Tortola
British Virgin Islands

Tel: (416) 361.9636
Fax: (416) 361.0330

Email: mkicis@talonmetals.com

APPROVAL

The undersigned hereby certifies that the contents of this Circular and the sending thereof to the shareholders of Talon have been approved by the Board.

DATED May 13, 2026

By Order of the Talon Board of Directors

(Signed) *"Gregory Kinross"*

Gregory Kinross
Director

APPENDIX A

SUMMARY OF THE SHAREHOLDER RIGHTS PLAN

This is a summary of the Amended and Restated Shareholder Rights Plan Agreement (the "**Rights Plan**") to be dated as of June 22, 2026 between Talon Metals Corp. (the "**Company**") and Computershare Investor Services Inc., as rights agent (the "**Rights Agent**"). This summary is qualified in its entirety by, and is subject to, the full text of the Rights Plan. A complete copy of the Rights Plan is available upon request. Shareholders wishing to receive a copy of the Rights Plan should make their request to Mike Kicis, President, by email at kicis@talonmetals.com. A blacklined version of the Rights Plan, which reflects the proposed amendments, is available on the Company's website (www.talonmetals.com). All capitalized terms used in this summary without otherwise being defined in the Circular shall have the meanings attributable to them in the Rights Plan.

(a) **Issuance of Rights**

Under the Rights Plan, the issuance of one Common Share purchase right (a "**Right**") for each Common Share outstanding at the "**Record Time**" of 5:00 p.m. (Toronto time) on the "**Effective Date**" of June 22, 2026, and for each "**Voting Share**" (which includes Common Shares and any other shares in or interests of the Company entitled to vote generally in the election of directors) issued after the Effective Date and prior to the Separation Time, and the Company's authority to continue issuing one new Right for each Voting Share issued after the Record Time and prior to the Separation Time (subject to the earlier termination or expiration of the Rights as set out in the Rights Plan), is confirmed, ratified and approved on the terms set out in the Rights Plan.

(b) **Exercise Price**

Until the Separation Time, the "**Exercise Price**" of each Right is three times the Market Price, from time to time, of the Common Shares. From and after the Separation Time, the Exercise Price is three times the Market Price, as at the Separation Time, per Common Share. In each case, the Exercise Price is subject to adjustment and certain anti-dilution provisions.

(c) **Term**

The Rights Plan will be effective immediately upon approval of the Rights Plan Resolution and will expire at the time and on the date that the annual meeting of shareholders to be held in 2029 terminates, subject to earlier termination or expiration of the Rights as set out in the Rights Plan. The Rights Plan amends and restates the Amended and Restated Shareholder Rights Plan Agreement dated as of June 22, 2023 (the "**Prior Rights Plan**"). The Prior Rights Plan amended and restated the Amended and Restated Shareholder Rights Plan Agreement dated as of June 25, 2020, which amended and restated the Amended and Restated Shareholder Rights Plan Agreement dated as of June 21, 2017, which amended and restated the Shareholder Rights Plan Agreement dated as of June 27, 2014, which amended and restated the Shareholder Rights Plan Agreement dated as of January 17, 2011. Notwithstanding the foregoing, if the Rights Plan is not approved at the Meeting, the Prior Rights Plan and the outstanding Rights will terminate, and the Rights Plan will not take effect.

(d) **Trading of Rights**

Until the Separation Time, the Rights will be evidenced by the certificates representing the associated Voting Shares and will be transferable only together with the associated Voting Shares. After the Separation Time, separate certificates evidencing the Rights will be mailed to holders of record of Voting Shares as of the Separation Time and to holders of Voting Shares issued on conversion of Convertible Securities after the Separation Time and prior to the Expiration Time promptly after such conversion (other than to any shareholder or group of shareholders making a take-over bid), representing the number of Rights held by such holders at the Separation Time or at the time of conversion, as applicable, and such separate Rights certificates alone will evidence the Rights. The Rights will be listed on the TSX, subject to the Company complying with the requirements of each exchange.

(e) **Separation Time**

The Rights are not exercisable and do not trade separately from their associated Voting Shares until the Separation Time. The "**Separation Time**" is the close of business on the tenth trading day after the earliest of:

(i) the Stock Acquisition Date, which is the first date of public announcement of facts indicating that a person has become an Acquiring Person;

(ii) the date of the commencement of, or first public announcement of, the current intention of any person (other than the Company or any subsidiary of the Company) to commence, a take-over bid (other than a Permitted Bid or a Competing Permitted Bid); and

(iii) the date upon which a Permitted Bid or a Competing Permitted Bid ceases to be one. The Separation Time can also be such later date as may from time to time be determined by the Board.

(f) **Acquiring Person**

An "**Acquiring Person**" is a person who is the Beneficial Owner (as defined below) of 20% or more of the then outstanding Voting Shares. Excluded from the definition of Acquiring Person are the Company and its subsidiaries, and any person who becomes the Beneficial Owner of 20% or more of the then outstanding Voting Shares as a result of one or any combination of a Voting Share Reduction, a Permitted Bid Acquisition, an Exempt Acquisition, a Convertible Security Acquisition or a Pro Rata Acquisition. In general:

(i) a "**Voting Share Reduction**" means an acquisition or a redemption by the Company of Voting Shares and/or Convertible Securities of a class or series which, by reducing the number of outstanding Voting Shares and/or Convertible Securities, increases the percentage of Voting Shares Beneficially Owned by any person;

(ii) a "**Permitted Bid Acquisition**" means an acquisition of Voting Shares and/or Convertible Securities made pursuant to a Permitted Bid or a Competing Permitted Bid;

(iii) an "**Exempt Acquisition**" means an acquisition by a person of Voting Shares and/or Convertible Securities:

(A) in respect of which the Board has waived the application of the 2026 Rights Plan;

(B) pursuant to a dividend reinvestment plan;

(C) made as an intermediate step in a series of related transactions in connection with an acquisition by the Company or its subsidiaries of a person or assets;

(D) pursuant to a distribution of Voting Shares and/or Convertible Securities made by the Company to the public pursuant to a prospectus or by way of a private placement;

(E) pursuant to an amalgamation, merger, arrangement, business combination or other similar transaction (statutory or otherwise) that is conditional upon the approval of the shareholders of the Company to be obtained prior to such person acquiring such securities;

(iv) a "**Convertible Security Acquisition**" means an acquisition of Voting Shares by a person upon the purchase, exercise, conversion or exchange of Convertible Securities acquired or received by such person pursuant to a Permitted Bid Acquisition, an Exempt Acquisition or a Pro Rata Acquisition; and

(v) a "**Pro Rata Acquisition**" means an acquisition by a person of Voting Shares and/or Convertible Securities as a result of a stock dividend, a stock split or a rights offering issued on the same pro rata basis to all the holders of Voting Shares and/or Convertible Securities of the same class or series.

Also excluded from the definition of Acquiring Person are (A) underwriters or banking or selling group members acting in connection with a distribution of securities, (B) any "**Grandfathered Person**" (generally, any person who is the Beneficial Owner of 20% or more of the then outstanding Voting Shares as at 5:00 p.m. (Toronto time) on the Effective Date) until such time as the Grandfathered Person acquires an additional 1% of the outstanding Voting Shares, and (C) for a period of 10 days after the Disqualification Date (being the first date of public announcement that any Person has made or is making or intends to make a Take-over Bid, either alone or by acting jointly or in concert with any other Person), any Person who becomes the Beneficial Owner of 20% or more of the outstanding Common Shares as a result of such Person becoming disqualified from relying on the definition of Manager, Trust Company, Statutory Body or Administrator solely because such Person or the Beneficial Owner of such Voting Shares is making or has announced an intention to make a Take-over Bid, either alone or by acting jointly or in concert with any other Person.

(g) **Beneficial Ownership**

In general, a person is deemed to "**Beneficially Own**" securities actually held by others in circumstances where those holdings are or should be grouped together for purposes of the Rights Plan. Included are holdings by the person's "**Affiliates**" (generally, a person that controls, is controlled by, or is under common control with a specified person) and "**Associates**" (generally, relatives sharing the same residence). Also included are securities that the person or any of the person's Affiliates or Associates has the right to acquire within 60 days (other than customary agreements with and between underwriters and banking group or selling group members with respect to a distribution of securities and other than pursuant to pledges of securities in the ordinary course of business or agreements between the Company and any person relating to an amalgamation, merger, arrangement, business combination or other similar transaction (statutory or otherwise) that is conditional upon the approval of the shareholders of the Company to be obtained prior to such person acquiring such securities).

A person is also deemed to Beneficially Own any securities that are Beneficially Owned (as described above) by any other person with which, and in respect of which security, such person is acting jointly or in concert.

(h) **Exclusions from the Definition of Beneficial Ownership**

The definition of "**Beneficial Ownership**" contains several exclusions whereby a person is not considered to Beneficially Own a security. There are exemptions from the deemed Beneficial Ownership provisions for institutional shareholders acting in the ordinary course of business and the performance of their duties. These exemptions apply to:

(i) an investment manager ("**Manager**") which holds securities in the performance of the Manager's duties for the account of any other person (a "**Client**");

(ii) a licensed trust company ("**Trust Company**") acting as trustee or administrator or in a similar capacity for the estates of deceased or incompetent persons (each an "**Estate Account**") or in relation to other accounts (each an "**Other Account**");

(iii) a person established by statute (a "**Statutory Body**"), the ordinary business or activity of which includes the management of investment funds for employee benefit plans, retirement plans and insurance plans (other than insurance plans administered by insurance companies) of various public bodies; and

(iv) the administrator ("**Administrator**") of one or more pension funds or plans (a "**Plan**") registered under applicable law.

The foregoing exemptions apply only so long as the Manager, Trust Company, Administrator or Plan is not then making or has not then publicly announced an intention to make a take-over bid, other than pursuant to a distribution by the Company or by means of ordinary market transactions. Also, a person will not be deemed to "Beneficially Own" a security because such person:

(A) is a Client of the same Manager, an Estate Account or an Other Account of the same Trust Company, or a Plan with the same Administrator as another person or Plan on whose account the Manager, Trust Company or Administrator, as the case may be, holds such security; or

(B) is a Client of a Manager, Estate Account, Other Account or Plan, and the security is owned at law or in equity by the Manager, Trust Company, or Administrator of the Plan, as the case may be.

A person will not be deemed to "**Beneficially Own**" any securities that are the subject of a Permitted Lock-Up Agreement. A "**Permitted Lock-Up Agreement**" is an agreement (the "**Lock-Up Agreement**") between a person and one or more holders of Voting Shares and/or Convertible Securities (each a "**Locked-Up Person**") pursuant to which such Locked-Up Person agrees to deposit or tender Voting Shares and/or Convertible Securities to a take-over bid (the "**Lock-Up Bid**") made or to be made by the person or any of such person's Affiliates or Associates or any other person with which, and in respect of which security, such person is acting jointly or in concert, provided that:

(i) the terms of such Lock-Up Agreement are publicly disclosed and a copy is made available to the public (including the Company) not later than the date of the Lock-Up Bid or, if the Lock-Up Bid has been made prior to the date on which such Lock-Up Agreement is entered into, not later than the date of such Lock-Up Agreement (or, if such date is not a business day, on the business day next following such date);

(ii) the Lock-Up Agreement permits such Locked-Up Person to terminate its obligation to deposit or tender to or not to withdraw Voting Shares and/or Convertible Securities from the Lock-Up Bid, and to terminate any obligation with respect to the voting of such securities, in order to deposit or tender such securities to another take-over bid or to support another transaction:

(A) where the price or value of the consideration per Voting Share or Convertible Security offered under such other take-over bid or transaction:

(1) exceeds the price or value of the consideration per Voting Share or Convertible Security offered under the Lock-Up Bid; or

(2) exceeds by as much as or more than a specified amount (the "**Specified Amount**") the price or value of the consideration per Voting Share or Convertible Security at which the Locked-Up Person has agreed to deposit or tender Voting Shares and/or Convertible Securities to the Lock-Up Bid, provided that such Specified Amount is not greater than 7% of the price or value of the consideration per Voting Share or Convertible Security offered under the Lock-Up Bid; and

(B) if the number of Voting Shares or Convertible Securities offered to be purchased under the Lock-Up Bid is less than 100% of the Voting Shares or Convertible Securities held by Independent Shareholders (generally, any shareholder other than a person or group who has acquired or is trying to acquire 20% or more of the Voting Shares) where the price or value of the consideration per Voting Share or Convertible Security offered under such other take-over bid or transaction is not less than the price or value of the consideration per Voting Share or Convertible Security offered under the Lock-Up Bid and the number of Voting Shares and/or Convertible Securities to be purchased under such other take-over bid or transaction:

(1) exceeds the number of Voting Shares or Convertible Securities that the Offeror has offered to purchase under the Lock-Up Bid; or

(2) exceeds by as much as or more than a specified number (the "**Specified Number**") the number of Voting Shares or Convertible Securities that the Offeror has offered to purchase under the Lock-Up Bid, provided that the Specified Number is not greater than 7% of the number of Voting Shares or Convertible Securities offered under the Lock-Up Bid,

and for greater certainty, such Lock-Up Agreement may contain a right of first refusal or require a period of delay to give the Offeror under the Lock-Up Bid an opportunity to match the higher price, value or number in such other takeover bid or transaction, or other similar limitation on a Locked-Up Person's right to withdraw Voting Shares from the Lock-Up Agreement, so long as the limitation does not preclude the exercise by the Locked-Up Person of the right to withdraw Voting Shares and/or Convertible Securities in sufficient time to deposit or tender to the other take-over bid or support the other transaction; and

(iii) no "break-up" fees, "top-up" fees, penalties, expenses or other amounts that exceed in the aggregate the greater of:

(A) the cash equivalent of 2.5% of the price or value of the consideration payable under the Lock-Up Bid to a Locked-Up Person; and

(B) 50% of the amount by which the price or value of the consideration payable under another takeover bid or other transaction to a Locked-Up Person exceeds the price or value of the consideration that such Locked-Up Person would have received under the Lock-Up Bid,

shall be payable by a Locked-Up Person pursuant to the Lock-Up Agreement in the event that the Locked-Up Bid is not successfully concluded or if any Locked-Up Person fails to deposit or tender Voting Shares and/or Convertible Securities to the Lock-Up Bid or withdraws Voting Shares

and/or Convertible Securities previously deposited or tendered thereto in order to deposit or tender to another take-over bid or support another transaction.

(i) **Flip-In Event**

A "**Flip-In Event**" occurs when any person becomes an Acquiring Person. If a Flip-In Event occurs prior to the Expiration Time that has not been waived by the Board (see "**Waiver**", below), each Right (except for Rights Beneficially Owned or which may thereafter be Beneficially Owned by an Acquiring Person, or an Affiliate or Associate of an Acquiring Person, or any person acting jointly or in concert with an Acquiring Person or any Affiliate or Associate of such other person, or a transferee of any such person, which Rights will become null and void) shall constitute the right to purchase from the Company, on exercise thereof in accordance with the terms thereof, Common Shares having an aggregate Market Price equal to twice the Exercise Price, for an amount in cash equal to the Exercise Price, subject to anti-dilution adjustments.
By way of example, if the Market Price of the Common Shares is $10 and the Exercise Price is $30 at the time the Rights Plan is triggered, an eligible holder of a Right would be entitled to receive, upon payment of $30, that number of Common Shares that have a total Market Price equal to $60, that is, six Common Shares. This represents a 50% discount to the Market Price.

(j) **Permitted Bid and Competing Permitted Bid**

A take-over bid will not trigger a Flip-In Event if it is a Permitted Bid or Competing Permitted Bid. A "**Permitted Bid**" is a take-over bid made by an Offeror by way of a take-over bid circular to all holders of Voting Shares on the books of the Company and which complies with the following additional provisions:

(i) no Voting Shares and/or Convertible Securities shall be taken up or paid for pursuant to the take-over bid:

(A) prior to the close of business on a date that is not less than 105 days (increased from 90 days to take into account NI 62-104) following the date of the take-over bid (or such shorter period of time as may be permitted by the Board from time to time, which shall not be less than the minimum period that a take-over bid (that is not exempt from any of the requirements of Division 5 (Bid Mechanics) of NI 62-104) must remain open for deposits of securities thereunder, in the applicable circumstances at such time, pursuant to NI 62-104); and

(B) then only if outstanding Voting Shares and/or Convertible Securities held by Independent Shareholders representing more than 50% of the aggregate of:

(1) then outstanding Voting Shares; and

(2) Voting Shares issuable upon the exercise of Convertible Securities,

have been deposited or tendered and not withdrawn;

(ii) unless the take-over bid is withdrawn, Voting Shares and/or Convertible Securities may be deposited or tendered pursuant to the take-over bid at any time prior to the close of business on the date of first take-up or payment for Voting Shares and/or Convertible Securities and all Voting Shares and/or Convertible Securities deposited or tendered pursuant to the take-over bid may be withdrawn at any time prior to the close of business on such date; and

(iii) in the event that (i)(B) is satisfied as at the date of first take-up or payment for Voting Shares and/or Convertible Securities under the take-over bid, the Offeror will make a public announcement of that fact and the take-over bid will remain open for deposits and tenders of

Voting Shares and/or Convertible Securities for not less than ten days from the date of such public announcement.

A "**Competing Permitted Bid**" is a take-over bid that is made after a Permitted Bid has been made but prior to its expiry, termination or withdrawal and that satisfies all the requirements of a Permitted Bid as described above, except that no Voting Shares and/or Convertible Securities shall be taken up or paid for pursuant to the take-over bid prior to the close of business on the last day of the minimum initial deposit period that such take-over bid must remain open for deposits of securities thereunder pursuant to NI 62-104 after the date of the take-over bid constituting the Competing Permitted Bid.

(k) **Redemption**

The Rights may be redeemed in certain circumstances:

(i) **Redemption of Rights**. Subject to the prior consent of shareholders, the Board acting in good faith may, with respect to a Flip-In Event that has not been waived, elect to redeem all but not less than all of the outstanding Rights at a redemption price of $0.00001 per Right (the "**Redemption Price**"), subject to adjustment for anti-dilution as provided in the Rights Plan.

(ii) **Deemed Redemption**. If a person who has made a Permitted Bid, a Competing Permitted Bid or an Exempt Acquisition in respect of which the Board has waived or has been deemed to have waived the application of the Rights Plan consummates the acquisition of the Voting Shares and/or Convertible Securities, the Board shall be deemed to have elected to redeem the Rights for the Redemption Price.

(iii) **Redemption of Rights on Withdrawal or Termination of Bid**. Where a take-over bid that is not a Permitted Bid Acquisition expires, is withdrawn or otherwise terminates after the Separation Time and prior to the occurrence of a Flip-In Event, the Board may elect to redeem all the outstanding Rights at the Redemption Price. Upon the Rights being so redeemed, all the provisions of the Rights Plan shall continue to apply as if the Separation Time had not occurred and Rights Certificates had not been mailed, and the Separation Time shall be deemed not to have occurred and Rights shall remain attached to the outstanding Voting Shares.

The Company is not obligated to make a payment of the Redemption Price to any holder of Rights unless the holder is entitled to receive at least $1.00 in respect of all Rights held by such holder.

(l) **Waiver**

The Board may waive the application of the Rights Plan in certain circumstances:

(i) **Discretionary Waiver respecting Acquisition not by Take-over Bid Circular**. Subject to the prior consent of shareholders, the Board acting in good faith may, at any time with respect to a Flip-In Event that would occur by reason of an acquisition of Voting Shares and/or Convertible Securities otherwise than pursuant to a take- over bid made by means of a take-over bid circular sent to all holders of Voting Shares or by inadvertence when such inadvertent Acquiring Person has then reduced its holdings to below 20%, waive the application of the 2026 Rights Plan to such Flip-In Event. If the Board proposes such a waiver it shall extend the Separation Time to a date subsequent to the meeting of shareholders but not more than 10 business days thereafter.

(ii) **Discretionary Waiver respecting Acquisition by Take-over Circular and Mandatory Waiver of Concurrent Bids**. The Board may, prior to the occurrence of a Flip-In Event that would occur by reason of an acquisition of Voting Shares pursuant to a take-over bid made by means of a take-over bid circular sent to all holders of Voting Shares, waive the application of the Rights Plan to such a Flip-In Event, provided that if the Board waives the application of the Rights Plan to such a Flip-In Event, the Board shall be deemed to have waived the application of the Rights Plan in respect of any other Flip-In Event occurring by reason of any such take-over bid that satisfies all

the provisions of the definition of Permitted Bid or Competing Permitted Bid and which is made by means of a take-over bid circular sent to all holders of Voting Shares prior to the expiry of the take-over bid for which a waiver is, or is deemed to have been, granted.

(iii) **Waiver of Inadvertent Acquisition**. The Board may waive the application of the Rights Plan in respect of the occurrence of any Flip-In Event if (A) the Board has determined that a person became an Acquiring Person under the Rights Plan by inadvertence and without any intent or knowledge that it would become an Acquiring Person; and (B) the Acquiring Person has reduced its Beneficial Ownership of Voting Shares such that at the time of waiver the person is no longer an Acquiring Person.

(m) **Anti-Dilution Adjustments**

The Exercise Price of a Right, the number and kind of shares subject to purchase upon exercise of a Right, and the number of Rights outstanding, will be adjusted in certain events, including:

(i) if the Company issues bonus shares, or if there is a subdivision or consolidation of the common shares, or an issuance of common shares or Convertible Securities in respect of, in lieu of, or in exchange for existing common shares; or

(ii) if the Company fixes a record date for the distribution to all holders of common shares of certain rights, options or warrants to acquire Voting Shares or Convertible Securities, or for the making of a distribution to all holders of Voting Shares of evidences of indebtedness or assets (other than regular periodic cash dividends or stock dividends payable in Voting Shares) or rights or warrants.

(n) **Supplements and Amendments**

The Company may from time-to-time supplement or amend the Rights Plan without the approval of shareholders or rights holders in order to correct clerical or typographical errors, or to maintain the validity and effectiveness of the Rights Plan as a result of any change in applicable laws, rules or regulatory requirements. Prior consent of shareholders or rights holders is required for all other amendments to the Rights Plan.

APPENDIX B

CHARTER OF THE BOARD OF DIRECTORS

I. PURPOSE

The board of directors (the "**Board of Directors**" or the "**Board**") of Talon Metals Corp. (the "**Corporation**") is responsible for the general supervision of the activities and management of the affairs of the Corporation and for acting in the best interests of the shareholders of the Corporation (the "**Shareholders**"). The Board of Directors will discharge its responsibilities directly and through its committees, currently consisting of the Audit Committee and the Corporate Governance and Compensation Committee.

The Board of Directors will primarily fulfill their responsibilities by carrying out the activities enumerated in Section III of this Charter.

II. COMPOSITION

The Board of Directors shall consist of a minimum of three and a maximum of fifteen directors, a majority of whom shall be Independent Directors (as defined below) and a majority of whom shall be non-residents of Canada. Pursuant to *National Instrument 58-101 – Disclosure of Corporate Governance Practices* (as implemented by the Canadian Securities Administrators and as amended from time to time), a director is considered to be an "**Independent Director**" if he or she has no direct or indirect "material relationship" with the Corporation which could, in the view of the Board of Directors, reasonably interfere with the exercise of a director's independent judgment. Notwithstanding the foregoing, a director shall be considered to have a "material relationship" with the Corporation (and therefore shall be considered a "**Non-Independent Director**") if he or she falls in one of the categories listed in Schedule "A" attached hereto.

III. MEETINGS

The time at which and place where the meetings of the Board shall be held and the calling of the meetings and procedure in all things at such meetings shall be determined by the Board in accordance with the Corporation's Memorandum and Articles of Association and applicable laws.

The agenda for each Board meeting shall be established by the Chief Executive Officer and the Board Chair, taking into account suggestions from other members of the Board. Circular and information shall be distributed in advance of each meeting so as to provide adequate time for review. The Board has a policy of holding one meeting each year at one of the Corporation's operating facilities. Site visits by the Board and meetings with senior management of the facility are incorporated into the itinerary.

Directors are expected to attend, in person or via tele- or video-conference, all meetings of the Board and the Committees upon which they serve, to come to such meetings fully prepared, and to remain in attendance for the duration of the meeting. Where a Director's absence from a meeting is unavoidable, the Director should, as soon as practicable after the meeting, contact the Board Chair, the Chief Executive Officer, or the Corporate Secretary for a briefing on the substantive elements of the meeting.

Independent Directors shall meet without Non-Independent Directors and management participation, as appropriate.

The Board Chair shall have the duties and responsibilities set forth in "Roles and Responsibilities of the Chairperson of the Board".

IV. RESPONSIBILITIES AND DUTIES

The mandate of the Board of Directors is the stewardship of the Corporation. To fulfill its responsibilities and duties, the Board of Directors shall:

(1) Review, assess and update this Charter at least annually, as conditions dictate.

(2) Establish committees and approve their respective mandates and the limits of authority delegated to each committee.

(3) Review and re-assess the adequacy of the mandate of the committees of the Board annually.

(4) Assign to the various committees of the Board of Directors the general responsibility for developing the Corporation's approach to: (i) the nomination of the directors; (ii) the enhancement of governance; (iii) matters relating to compensation of the members of the Board of Directors; and (iv) matters relating to financial reporting and internal controls.

(5) Satisfy themselves, to the extent feasible:

   (a) as to the integrity of the officers of the Corporation and of the Chief Executive Officer of the Corporation; and

   (b) that the officers of the Corporation and the Chief Executive Officer of the Corporation create a culture of integrity throughout the organization.

(6) Approve a Code for Business Ethics for directors, officers and employees and monitor compliance with the practice and approve any waivers of the Code for Business Ethics for officers and directors.

(7) With the assistance of the Corporate Governance and Compensation Committee:

   (a) assess, at least annually, the effectiveness of the Board of Directors, the committees of the Board of Directors and the contribution of individual directors, including, consideration of the appropriate number of the directors;

   (b) ensure that an appropriate review and selection process for new nominees as directors is in place;

   (c) ensure that an appropriate orientation and education program for new directors is in place;

   (d) adopt disclosure and securities compliance policies, including, without limiting the foregoing, communications policies of the Corporation to ensure that a system for corporate communications to all stakeholders exists, including processes for consistent, transparent, regular and timely public disclosure and to facilitate feedback from stakeholders;

   (e) approve the nomination of directors;

   (f) establish an appropriate system of corporate governance including practices to ensure that Board of Directors functions independently of management;

   (g) review the adequacy and form of the directors' compensation to ensure it realistically reflects the responsibilities and risks involved in being a director; and

   (h) review the composition of the Board and engage in the process of determining Board of Directors member qualifications, including ensuring that a majority of directors qualify as Independent Directors and that the appropriate number of Independent Directors are on each committee of the Board of Directors as required under applicable securities rules and requirements.

(8) Develop written position descriptions for the Chair of the Corporation and the Chair of each committee of the Board of Directors.

(9) With the assistance of the Audit Committee:

(a) ensure the integrity of the Corporation's internal controls and management information systems;

(b) ensure the Corporation's ethical behaviour and compliance with laws and regulations, audit and accounting principles and the Corporation's own governing documents; and

(c) identify the principal risks of the Corporation's business and ensure that appropriate systems are in place to manage these risks.

(10) Appoint the Chief Executive Officer and senior officers, approve their compensation, evaluate the Chief Executive Officer's performance against the goals and objectives developed and approved by the Board.

(11) Ensure that a process is established as required that adequately provides for succession planning, including the appointing, training and monitoring of senior management.

(12) Establish limits of authority delegated to management.

(13) Adopt a strategic planning process and approve, on at least an annual basis, a strategic plan which takes into account, among other things, the business opportunities and business risks and monitor the performance of the Corporation against the strategic plan.

(14) Approve the annual operating and capital budget, including a business plan, of the Corporation.

(15) Review with the management of the Corporation, and approve, all material transactions and agreements to be entered into by the Corporation outside of the ordinary course of the business of the Corporation and all fundamental changes to the business of the Corporation.

(16) Perform such other functions as prescribed by law or assigned to the Board of Directors in the Memorandum and Articles of Association of the Corporation.

(17) Develop and approve the goals and objectives that the Chief Executive Officer is responsible for meeting.

The foregoing list is not exhaustive. The Board of Directors may, in addition, perform such other functions as may be necessary or appropriate for the performance of its responsibilities and duties.

To assist the Board of Directors in discharging its responsibilities, the Board of Directors may, in addition to the Corporation's external counsel, at the expense of the Corporation, retain one or more persons having special expertise.

The Board of Directors expects that, in discharging their responsibilities to the stakeholders, the external counsel shall be accountable to the Board of Directors. The external counsel shall report all material issues or potentially material issues to the Board of Directors.

In discharging its duties under this mandate and charter, each member of the Board of Directors shall be obliged only to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Nothing in this mandate and charter is intended, or may be construed, to impose on any member of the Board of Directors a standard of care or diligence that is in any way more onerous or extensive than the standard to which all Board of Directors members are subject.

The Board of Directors shall have full access to books, records, facilities, and personnel of the Corporation and shall have the authority to retain independent counsel and other advisors, as it deems necessary and at the expense of the Corporation, to carry out its duties.