



**NEWFOUND
GOLD CORP**

Suite 1430, 800 West Pender Street
Vancouver, British Columbia V6C 2V6
Phone: 604-562-9664

Management Information Circular

Dated this 3rd day of November 2022

Who We Are

New Found Gold Corp. is a mineral exploration and development company that is focused on advancing its 100%-owned Queensway gold project, located 15km west of Gander, Newfoundland, Canada. The Company trades under the symbol “NFG” on the TSX Venture Exchange, “NFGFF” on the OTCQB, and “NFGC” on the NYSE-American.

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Notice of Annual General Meeting of Shareholders

NOTICE IS HEREBY GIVEN that the annual general meeting (the “**Meeting**”) of the shareholders of New Found Gold Corp. (the “**Company**” or “**New Found**”) will be held at **10:00 a.m. (Pacific Time) on Thursday, December 8, 2022**, at Suite 2600, 595 Burrard Street, Vancouver, British Columbia.

The purpose of the Meeting will be to:

1. receive and consider the audited annual financial statements of the Company for the fiscal period ended December 31, 2021, with the report of the auditors therein;
2. elect five directors and fix their terms of office;
3. appoint Crowe MacKay LLP as auditors of the Company for the ensuing year and authorize the directors to fix their remuneration;
4. consider and, if thought fit, pass an ordinary resolution to ratify, confirm, and approve the Company’s Amended Stock Option Plan as described in the Information Circular; and
5. transact any other business as may properly come before the Meeting or any adjournments thereof.

You have the right to vote your shares if you were a New Found shareholder on November 3, 2022, the record date for the Meeting which was fixed by resolution of the Board of directors of the Company.

The accompanying management information circular (the “**Information Circular**”) provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. No other matters are contemplated; however, any permitted amendment to or variation of any matter identified in this Notice may properly be considered at the Meeting. The Meeting may also consider the transaction of such further and other business as may properly come before the Meeting or any adjournment or postponement thereof. Accompanying this Notice is a (i) form of proxy or voting instruction form, and (ii) financial statements request form.

Impact of COVID-19

The Company is carefully monitoring the public health recommendations and orders related to the COVID-19 pandemic and our first priority is the health and safety of our communities, shareholders, employees, and other stakeholders. To mitigate risk and to comply with all recommendations, orders, safety measures and protocols related to COVID-19, shareholders are encouraged to vote their proxy by mail, internet, or telephone and to listen to the live Meeting via conference call using the dial-in number below. Please see information in the Information Circular on how to vote. To be valid, your proxy must be received by Computershare, the Company’s transfer agent, no later than 10:00 a.m. (Pacific Time) on December 6, 2022, or not later than 48 hours before the time of any adjourned Meeting (excluding Saturdays, Sundays, and holidays). The Chair of the Meeting has the discretion to accept late proxies. The Company is providing the dial-in number to the Meeting so that shareholders or proxyholders can listen to the live Meeting. Shareholders listening to the live Meeting will only be entitled to vote by proxy and will only be counted in quorum if they send their proxies to the Company, as described above. The dial-in number for the live Meeting is an accommodation for shareholders and proxyholders who wish to hear the live Meeting without attending in person.

If any shareholder does wish to attend the Meeting in person, please contact **Penny Johnson** at penny@pjaconsulting.ca in order for New Found to determine whether arrangements can be made that comply with all recommendations, regulations, and orders related to the COVID-19 pandemic in effect at the time of the Meeting. No shareholder who is experiencing any symptoms of COVID-19, including fever, cough, or difficulty breathing will be permitted to attend the Meeting in person.



The Company may take additional precautionary measures in relation to the Meeting as necessary in response to further developments related to the COVID-19 pandemic and shall comply with all applicable health and safety recommendations, regulations, and orders related thereto. In the event it is not possible or advisable to hold the Meeting in person, the Company will announce alternative arrangements for the Meeting as promptly as practicable, which may include holding the Meeting entirely by electronic means.

Shareholders may use the following information to listen to the Meeting via conference call.

Dial-in Number: **1-647-794-5613**

Access Code: **472 095 823#**

If you have any questions relating to the Meeting, please contact the Company by email at contact@newfoundgold.ca.

Dated at Vancouver, British Columbia this 3rd day of November 2022.

BY ORDER OF THE BOARD OF DIRECTORS

“Collin Kettell”

Collin Kettell
Chief Executive Officer and Director



MANAGEMENT INFORMATION CIRCULAR

General Information

Information contained in this Management Information Circular (the “**Information Circular**”) is as of November 3, 2022 (the “**Record Date**”) unless otherwise indicated. All dollar amounts referenced herein are in Canadian Dollars (“**CAD**”), unless otherwise specified. The exchange rate as at December 31, 2021 was CAD\$1.00 = US\$0.781576.

This Information Circular has been approved by the board of directors of the Company (the “**Board**” or “**Directors**”).

The Company is carefully monitoring the public health recommendations and orders related to the COVID-19 pandemic and our first priority is the health and safety of our communities, shareholders, employees and other stakeholders. To mitigate risk and to comply with all recommendations, orders, safety measures and protocols related to COVID-19, shareholders are encouraged to vote their proxy by mail, internet, or telephone and to listen to the live Meeting via conference call using the dial-in number below. Please see information in the Information Circular on how to vote. To be valid, your proxy must be received by Computershare, the Company’s transfer agent, no later than 10:00 a.m. (Pacific Time) on December 6, 2022, or not later than 48 hours before the time of any adjourned Meeting (excluding Saturdays, Sundays, and holidays). The Chair of the Meeting (the “**Chair**”) has the discretion to accept late proxies. The Company is providing the dial-in number to the Meeting so that shareholders or proxyholders can listen to the live Meeting. Shareholders listening to the live Meeting will only be entitled to vote by proxy and will only be counted in quorum if they send their proxies to the Company, as described above. The dial-in number for the live Meeting is an accommodation for shareholders and proxyholders who wish to hear the live Meeting without attending in person. Shareholders (registered and non-registered) are reminded that there are a number of voting methods available to them in advance of the Meeting which are outlined in the “Voting Information” section of this Information Circular. All Meeting materials (the “**Meeting Materials**”) and voting instructions may also be found on the Company’s SEDAR profile at www.sedar.com, and on the Company’s website at <https://newfoundgold.ca>.

If any shareholder does wish to attend the Meeting in person, please contact Penny Johnson at penny@pjaconsulting.ca in order for New Found to determine whether arrangements can be made that comply with all recommendations, regulations, and orders related to the COVID-19 pandemic in effect at the time of the Meeting. No shareholder who is experiencing any symptoms of COVID-19, including fever, cough, or difficulty breathing will be permitted to attend the Meeting in person.

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Shareholders may use the following information to listen to the Meeting via conference call:

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Voting Information

The Company is authorized to issue an unlimited number of common shares without par value (the “**Common Shares**”). On the Record Date, 168,942,935 Common Shares were issued and outstanding, each Common Share carrying the right to one vote. On any poll, the persons named in the form of proxy will vote the Common Shares in respect of which they are appointed. Where instructions are given by the shareholder in respect of voting for or against any resolution, the proxy holders will do so in accordance with such instructions.

Only shareholders of record on the close of business on the Record Date, who complete and deliver a form of proxy in the manner and subject to the provisions set out under the headings **Record Date** and **Appointment and Revocation of Proxies** will be entitled to have their Common Shares voted at the Meeting or any adjournment thereof. Telephone voting can be completed at 1-866-732-VOTE (1-866-732-8683) and internet voting can be completed at www.investorvote.com.

To the knowledge of the Directors and senior officers of the Company there are no persons or companies beneficially owning, or controlling or directing, directly or indirectly, Common Shares carrying 10% or more of the voting rights attached to all outstanding Common Shares of the Company except as follows:

Name and Address	Number of Common Shares	Percentage of Outstanding Common Shares ⁽¹⁾
Palisades Goldcorp Ltd ⁽²⁾	46,766,425	27.68%
Eric Sprott ⁽³⁾	32,848,700	19.44%

¹Based on 168,942,935 outstanding Common Shares as of November 3, 2022.

²The principal securityholder of Palisades Goldcorp Ltd. is Collin Kettell.

³Mr. Sprott directly holds 1,900,000 of his securities in the Company, 6,750,000 of his securities through 2176423 Ontario Inc., a wholly owned corporation, and 24,198,700 of his securities through Sprott Mining Inc.

New Found urges shareholders to review this Information Circular prior to voting.

Solicitation of Proxies

This Information Circular is furnished in connection with the solicitation of proxies by the management of the Company for use at the Meeting (and at any adjournment thereof) to be held on **Thursday, December 8, 2022**, at the time and place and for the purposes set forth in the accompanying Notice of Meeting.

The Company will bear the expense of this solicitation. It is expected that the solicitation will be made by mail, but regular employees or representatives of the Company (none of whom shall receive any extra compensation for these activities) may also solicit by telephone, email, and in person and arrange for intermediaries to send this Information Circular and the form of proxy to their principals at the expense of the Company.

Record Date

The Company has set the close of business on **November 3, 2022**, as the Record Date for determining which shareholders shall be entitled to receive notice of the Meeting and to vote at the Meeting. Only shareholders of record as of the Record Date shall be entitled to receive notice of the Meeting and to vote at the Meeting.

Appointment of Proxies

The persons named in the form of proxy are designated as proxy holders by management of the Company. **A shareholder wishing to appoint some other person (who need not be a shareholder) to represent him or her at the Meeting may do so either by inserting such person’s name in the blank space provided in the**

form of proxy or by completing another proper form of proxy and, in either case, delivering the completed form of proxy to Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, not less than 48 hours (excluding Saturdays, Sundays, and holidays) prior to the time of the Meeting unless the Chair elects to exercise his or her discretion to accept proxies received subsequently. Telephone voting can be completed at 1-866-732-VOTE (1-866-732-8683) and internet voting can be completed at www.investorvote.com.

Provisions Relating to Voting of Proxies

The Common Shares represented by proxy will be voted or withheld from voting by the designated proxy holder in accordance with the instructions of the shareholder appointing him or her on any ballot that may be called for and, if the shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. If there are no instructions provided by the shareholder, those Common Shares will be voted in favour of all proposals set out in this Information Circular. The form of proxy gives the person named in it the discretion to vote as they see fit on any amendments or variations to matters identified in the Notice of Meeting, or any other matters which may properly come before the Meeting. At the time of printing of this Information Circular, the management of the Company knows of no other matters which may come before the Meeting other than those referred to in the Notice of Meeting.

Revocation of Proxies

Any registered shareholder who has returned a form of proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing, including a proxy bearing a later date, executed by the registered shareholder or by an attorney authorized in writing or, if the registered shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized.

The instrument revoking the proxy must be deposited at (i) the registered office of the Company, Suite 2600, 595 Burrard Street, Vancouver, British Columbia V7X 1L3, at any time up to and including the last business day preceding the date of the Meeting or any adjournment thereof duly authorized; or (ii) provided at the Meeting to the Chair of the Meeting. Only registered shareholders have the right to revoke a proxy. Non-registered shareholders who wish to change their vote must, at least seven (7) days before the Meeting, arrange for their respective intermediaries to revoke the proxy on their behalf.

Advice to Beneficial Shareholders of Common Shares

A substantial number of shareholders do not hold Common Shares in their own names (“**Beneficial Shareholders**”). You are a Beneficial Shareholder if the Common Shares you own are registered in the name of an intermediary such as a bank, a trust company, a securities broker, a trustee, or other nominee and not in your name. Only proxies deposited by shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting. In Canada, the vast majority of such Common Shares are registered in the name of the shareholder’s broker or an agent of that broker like CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). Common Shares held by brokers or their agents or nominees can only be voted upon the instructions of the Beneficial Shareholders. Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person well in advance of the Meeting.

There are two kinds of Beneficial Shareholders, (i) those who object to their names being made known to the Company, referred to as objecting beneficial owners (“**OBOs**”), and (ii) those who do not object to the Company knowing who they are, referred to as non-objecting beneficial owners (“**NOBOs**”). The Company has distributed copies of the Notice of Meeting and the form of proxy to the clearing agencies and intermediaries for distribution to OBOs and NOBOs.

Applicable regulatory policies require intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders to ensure that their Common Shares are voted at the Meeting.

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of the Beneficial Shareholder's broker (or agent of the broker), a Beneficial Shareholder may attend the Meeting as proxy holder for the registered shareholder and vote the Common Shares in that capacity. Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxy holder for the registered shareholder should enter their own names in the blank space on the form of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting. Alternatively, a Beneficial Shareholder may request in writing that their broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend at the Meeting and vote their Common Shares.

If the Company or its agent has sent these materials directly to you, your name, address, and information about your holding of securities has been obtained in accordance with applicable securities regulatory requirements from the nominee holding on your behalf. By choosing to send the Notice of Meeting, and if applicable, the Meeting Materials to you directly, the Company (and not the nominee holding on your behalf) has assumed responsibility for delivering materials to you and executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions. The Company intends to pay for intermediaries to forward the proxy-related materials and the request for voting instructions made by intermediary to OBOs.

Voting of Common Shares and Exercise of Discretion of Proxies

On any poll, the persons named in the form of proxy provided to registered shareholders will vote the Common Shares in respect of which they are appointed and, where instructions are given by the shareholder in respect of voting for or against any resolutions will do so in accordance with such instructions.

In the absence of any direction in the proxy, it is intended that such Common Shares will be voted in favour of the motions proposed to be made at the Meeting as stated under the headings in this Information Circular.

The form of proxy, when properly signed, confers discretionary authority with respect to amendments or variations to any matters which may properly be brought before the Meeting. At the date of this Information Circular, management of the Company is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any other matters, which are not now known to management, should properly come before the Meeting, the proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the proxy holders.

Business of the Meeting

1. Financial Statements

The audited annual financial statements of the Company for the year ended December 31, 2021, and the report of the auditors thereon will be placed before the shareholders at the Meeting.

The audited annual financial statements and management's discussion and analysis of the Company for the year ended December 31, 2021, are available upon request from the Company or they can be found on SEDAR at www.sedar.com or on the Company's website at www.newfoundgold.ca.

2. Election of Directors

The Board has set the number of directors at five. The five nominated Directors have confirmed their willingness to serve on New Found's Board. The term of office of each of the present Directors expires at the Meeting. The nominees proposed for election as directors were recommended to the Board by the Nominating and Corporate Governance Committee of the Board ("NCG Committee").

Shareholders can vote for all of the proposed nominees, vote for some of the proposed nominees and withhold for others, or withhold for all of the proposed nominees. Unless otherwise instructed, the persons named in the form of proxy intend to vote for the election of each of these nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the articles of incorporation of the Company or with the provisions of the British Columbia *Business Corporations Act*.

Director nominees are:

Douglas Hurst	Collin Kettell
Denis Laviolette	Vijay Mehta
Raymond Threlkeld	

Each of the nominees is well qualified and demonstrates the competencies, character, and commitment that is complementary to New Found's needs and culture and has expressed his willingness to serve on the Board. Further information on each of the nominees can be found under the heading *Director Profiles* starting on page 8.

The Board recommends that the shareholders vote FOR each of the above nominees proposed for election as directors, as disclosed in this Information Circular. Unless instructed in the form of proxy to the contrary, the persons named in the form of proxy intend to vote FOR each of the nominees proposed for election as directors, as disclosed in this Information Circular.

3. Appointment of Auditors

Crowe MacKay LLP has been New Found's independent auditor since October 2020. Upon the recommendation of the Audit Committee, shareholders will be asked to approve the re-appointment of Crowe MacKay LLP as auditor and also to authorize the Board to set the auditor's remuneration. Crowe MacKay LLP conducts the annual audit of New Found's financial statements and provides audit-related, tax, and other services, and reports to the Audit Committee of the Board.

The Board recommends that shareholders vote FOR the appointment of Crowe MacKay LLP as auditors for the Company at a remuneration to be fixed by the Directors, as disclosed in this Information Circular. Unless instructed in the form of proxy to the contrary, the persons named in the form of proxy intend to vote FOR the appointment of Crowe MacKay LLP as auditors for the Company at a remuneration to be fixed by the Directors, as disclosed in this Information Circular.

4. Ratification, Confirmation, and Approval of Amended Stock Option Plan

The Company's stock option plan (the "**Stock Option Plan**") is a key component of the Company's compensation program and is used to attract, motivate, and retain high calibre employees. Please see the description of the Stock Option Plan under the heading *Equity Compensation Plan Information* in this Information Circular for a more detailed description of the Stock Option Plan.

Certain changes and amendments to Policy 4.4 – *Security Based Compensation* (as amended from time to time, the "**New Policy 4.4**") of the TSX Venture Exchange were introduced on November 24, 2021, which set out a new framework for security-based compensation for issuers listed on the TSX Venture Exchange. As a result of the amendments to security-based compensation arrangements introduced pursuant to New Policy 4.4, the Company wishes to amend the Stock Option Plan to: (i) make it compliant therewith and (ii) permit the exercise on a net settlement basis.

The Board approved and recommends shareholders ratify, confirm, and approve the following amendments to the Stock Option Plan (as amended, the "**Amended Plan**"):

1. amendments to bring the Stock Option Plan into compliance with the New Policy 4.4, including amendments to:
 - a. include the definition of Acceleration Event;
 - b. revise the definition of Consultant;
 - c. include the definition of Investor Relations Service Provider;
 - d. revise the vesting requirements for an Investor Relations Service Provider to align with the New Policy 4.4;
 - e. align when disinterested shareholder approval must be obtained with the New Policy 4.4;
2. amendments to permit the exercise on a net settlement basis;
3. certain "housekeeping" amendments, including to integrate the foregoing amendments into the Amended Plan.

A complete copy of the Amended Plan is attached to this Information Circular as Schedule "**B**" and a blackline comparison between the Stock Option Plan and the Amended Plan is attached to this Information Circular as Schedule "**C**".

In accordance with the policies of the TSX Venture Exchange, the approval of the Amended Plan will require disinterested shareholder approval, being the approval of a majority of the votes cast by shareholders at the Meeting excluding Insiders to whom options may be granted and any Associates and Affiliates thereof (as such terms are defined in the policies of the TSX Venture Exchange). An "Insider" includes all directors and senior officers of the Company and its subsidiaries and any person who beneficially owns or controls, directly or indirectly, more than 10% of the issued and outstanding Common Shares; "Associates" includes an individual's spouse, children and any relative who lives in the same residence as such person; and "Affiliates" means a company that is affiliated with another company. As of the date of this Information Circular, "Insiders" and "Associates" and "Affiliates" thereof that are prohibited from voting on the resolution in respect of the Amended Plan hold an aggregate of 87,038,148 Common Shares, representing 51.51% of the issued and outstanding Common Shares of the Company, which Common Shares will be excluded for the purposes of determining whether the Amended Plan is approved.

Resolution to Ratify, Confirm, and Approve the Amended Stock Option Plan

At the Meeting, disinterested shareholders will be asked to consider and, if thought fit, pass an ordinary resolution to ratify, confirm, and approve the Amended Stock Option Plan, as disclosed in this Information Circular, substantially in the following form:

“WHEREAS:

- A. the Company has a Stock Option Plan for Directors, Employees, and Consultants which reserves for the grant of options under the Stock Option Plan up to a maximum of 10% of the issued Common Shares of the Company from time to time; and
- B. on November 3, 2022, the Board of Directors of the Company adopted certain amendments to the Stock Option Plan (the “**Amended Plan**”), as described in the Information Circular and as presented in the final form in Schedule “**B**” to the management Information Circular of the Company dated November 3, 2022.

BE IT RESOLVED THAT the Amended Plan as disclosed in this Information Circular, subject to acceptance by the TSX Venture Exchange, be and is hereby ratified, confirmed, and approved.”

If the Amended Plan is not approved at the Meeting, the foregoing amendments will not be implemented, and the Plan will remain as currently constituted. In addition, the Company will not be permitted to grant further Options (as defined below) until shareholder approval is obtained. However, all options previously granted and unexercised will continue unaffected.

The Board recommends that shareholders vote FOR the resolution to ratify, confirm, and approve the Amended Plan. Unless instructed in the form of proxy to the contrary, the persons named in the form of proxy intend to vote FOR the approval of the resolution to ratify, confirm, and approve the continuation of the Amended Plan.

5. Other Business

At the date of this Information Circular, management of the Company is not aware of any other matters to be presented for action at the Meeting. However, if any other matters which are not now known to management should properly come before the Meeting, the proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the proxy holders.

Director Profiles

The following profiles provide information about the nominees including their background, occupation, meeting attendance, and other public company boards on which they serve. All information is as of November 3, 2022, unless otherwise indicated, and has been furnished by the respective nominees and from information available on SEDI at www.sedi.com.

<p>DOUGLAS HURST British Columbia, Canada Independent Director since May 2021 Other Public Company Directorships: Calibre Mining Corp. Elevation Gold Mining Corporation Newcore Gold Ltd. New Found Common Shares held: 93,023</p>	<p>Director, New Found, since May 2021; Chairman, Northern Vertex Mining Corp. since February 2021; Director, Calibre Mining Corp., since 2017; Director, Newcore Gold Ltd., since 2017; former Director, Northern Empire Resources Corp., 2015-2018; former Director, Kirkland Lake Gold Ltd.</p> <table border="1" data-bbox="682 535 1412 840"> <tr> <th colspan="3">Meetings Attended in 2021</th> </tr> <tr> <td>Board⁽¹⁾</td> <td>9 of 9</td> <td>90%</td> </tr> <tr> <th colspan="3">Committee Meetings Attended</th> </tr> <tr> <td>Audit Committee</td> <td>3 of 3</td> <td>100%</td> </tr> <tr> <td>Compensation Committee</td> <td>1 of 1</td> <td>100%</td> </tr> <tr> <td>NCG Committee⁽¹⁾</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Technical Committee</td> <td>3 of 3</td> <td>100%</td> </tr> </table>	Meetings Attended in 2021			Board ⁽¹⁾	9 of 9	90%	Committee Meetings Attended			Audit Committee	3 of 3	100%	Compensation Committee	1 of 1	100%	NCG Committee ⁽¹⁾	N/A	N/A	Technical Committee	3 of 3	100%
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<p>⁽¹⁾Nine Board meetings and no NCG Committee meetings were held after Mr. Hurst was appointed to the Board and to the NCG Committee on May 10, 2021.</p>																						
<p>COLLIN KETTELL Puerto Rico, United States Executive Director since January 2016 Other Public Company Directorships: Nevada King Gold Corp. New Found Common Shares held: 5,155,000</p>	<p>CEO since April 2022, Executive Chairman since March 2020, and former CEO (2016-2020) of New Found Gold; Executive Chair and Director of Golden Planet Mining Corp. since February 2021; CEO of Nevada King Gold Corp. (formerly Victory Metals Ltd.), since January 2019; Executive Chairman, Palisades Goldcorp Ltd., since August 2019; former CEO, Palisade Global Investments Ltd.</p> <table border="1" data-bbox="682 1134 1412 1365"> <tr> <th colspan="3">Meetings Attended in 2021</th> </tr> <tr> <td>Board</td> <td>12 of 13</td> <td>92%</td> </tr> <tr> <th colspan="3">Committee Meetings Attended</th> </tr> <tr> <td>Compensation Committee</td> <td>1 of 1</td> <td>100%</td> </tr> <tr> <td>NCG Committee</td> <td>1 of 1</td> <td>100%</td> </tr> </table>	Meetings Attended in 2021			Board	12 of 13	92%	Committee Meetings Attended			Compensation Committee	1 of 1	100%	NCG Committee	1 of 1	100%						
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<p>DENIS LAVIOLETTE Ontario, Canada Independent Director since January 2016 Other Public Company Directorships: Goldspot Discoveries Corp. Radio Fuels Energy Corp. Xtra-Gold Resources Corp. New Found Common Shares held: 2,175,000</p>	<p>Director and CEO of Golden Planet Mining Corp. since February 2021; President and Director, New Found, since 2016; Executive Chairman, Goldspot Discoveries Corp. since 2016.</p> <table border="1" data-bbox="682 1554 1412 1753"> <tr> <th colspan="3">Meetings Attended in 2021</th> </tr> <tr> <td>Board</td> <td>11 of 13</td> <td>85%</td> </tr> <tr> <th colspan="3">Committee Meetings Attended</th> </tr> <tr> <td>Audit Committee⁽¹⁾</td> <td>1 of 1</td> <td>100%</td> </tr> </table>	Meetings Attended in 2021			Board	11 of 13	85%	Committee Meetings Attended			Audit Committee ⁽¹⁾	1 of 1	100%									
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<p>⁽¹⁾Mr. Laviolette was a member of the Audit Committee until May 14, 2021.</p>																						

MANAGEMENT INFORMATION CIRCULAR

<p>VIJAY MEHTA New Jersey, USA Independent Director since April 2022 Other Public Company Directorships: N/A New Found Common Shares held: Nil</p>	<p>Co-founder, Arkview Capital since January 2020; investment professional, Ziff Brothers Investments, 2010-2019; Managing Director and Member of Investment Committee, Ziff Brothers Investments, 2016-2019.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">Meetings Attended in 2021</th> </tr> <tr> <td style="width: 60%;">Board⁽¹⁾</td> <td style="width: 20%; text-align: center;">N/A</td> <td style="width: 20%; text-align: center;">N/A</td> </tr> </table>			Meetings Attended in 2021			Board ⁽¹⁾	N/A	N/A
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Board ⁽¹⁾	N/A	N/A							
<p>⁽¹⁾Mr. Mehta was appointed to the Board on April 13, 2022.</p>									
<p>RAYMOND THRELKELD Florida, USA Independent Director since October 2022 Lead Director since November 2022 Other Public Company Directorships: Calibre Mining Corp. Elevation Gold Mining Corporation New Found Common Shares held: Nil</p>	<p>Independent mining consultant, 2013 to present; President and CEO, Rainy River Resources, 2009-2013.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">Meetings Attended in 2021</th> </tr> <tr> <td style="width: 60%;">Board⁽¹⁾</td> <td style="width: 20%; text-align: center;">N/A</td> <td style="width: 20%; text-align: center;">N/A</td> </tr> </table>			Meetings Attended in 2021			Board ⁽¹⁾	N/A	N/A
Meetings Attended in 2021									
Board ⁽¹⁾	N/A	N/A							
<p>⁽¹⁾Mr. Threlkeld was appointed to the Board on October 21, 2022.</p>									

To the knowledge of the Company, none of the Company’s directors or executive officers is, as of the date of this Information Circular, or was within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that (a) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant issuer access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an “**Order**”) that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer of such issuer, or (b) was subject to an Order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer, except as follows:

Douglas Hurst was a director of Greatbanks Resources Ltd. (“**Greatbanks**”) from December 2003 until July 2016. On December 11, 2015, the BC Securities Commission ordered that Greatbanks cease trading. The order was issued as a result of Greatbank’s failure to file its annual audited financial statements for the year ended July 31, 2015. The statements were filed on March 18, 2016, and the cease-trade order was lifted on March 21, 2016. Greatbanks resumed trading on the TSX Venture Exchange on June 1, 2016. Greatbanks Resources Ltd.’s name was changed to Goldhills Holding Ltd. in September 2019.

To the knowledge of the Company, none of the Company’s directors or executive officers, nor, to its knowledge, any shareholder holding a sufficient number of its securities to affect materially the control of the Company (a) is, as at the date of this Information Circular, or has been within the 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets, or (b) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such director, executive officer or shareholder.

To the knowledge of the Company, none of the Company’s directors or executive officers, nor, to its knowledge, any shareholder holding a sufficient number of its securities to affect materially the control of the Company, 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 investor in making an investment decision.

Committees of the Board of Directors

As at the date of this Information Circular, there are four committees of the Board (the “Committees”) set out below.

The following table sets out the members of such Committees as at the date of this Information Circular. After the Meeting, the Board shall reconstitute the composition of the Committees.

Name of Committee	Members of Committee
Audit Committee	Douglas Hurst (Chair) Vijay Mehta Raymond Threlkeld
Compensation Committee	Collin Kettell (Chair) Douglas Hurst Vijay Mehta
Nominating and Corporate Governance (“NCG”) Committee	Vijay Mehta (Chair) Collin Kettell Douglas Hurst
Technical Committee	Denis Laviolette (Chair) Douglas Hurst Raymond Threlkeld

Corporate Governance Practices

In consultation with the Board, the NCG Committee establishes and reviews with the Board the appropriate skills and characteristics required of members of the Board, taking into consideration the Board’s short-term needs and long-term succession plans. In addition, the NCG Committee develops, and annually updates, a long-term plan for the Board’s composition, taking into consideration the characteristics of independence, age, skills, experience and availability of service to the Company of its members, as well as opportunities, risks, and strategic direction of the Company. The Company’s corporate governance policies and mandates may be viewed on the Company’s website at: <https://newfoundgold.ca>.

Board of Directors

Independence

On an annual basis, the NCG Committee assists the Board in assessing each director’s independence and reviews the relationship each director has with the Company to determine whether their independence is maintained. When a director has no direct or indirect material relationship with the Company which could interfere with the director’s independent judgment, that director is considered independent. The Board has determined that a majority of the Directors nominated are independent.

Meetings of Independent Directors

The Canadian Securities Administrator’s corporate governance guidance suggests that independent directors hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance. The Directors endeavour to meet in camera without members of management and executive directors at the end of each Board or Committee meeting.

The Audit Committee consists of three independent directors and meets quarterly. A Compensation Committee, and a NCG Committee, consisting of two independent directors, were established in 2020. A Technical Committee consisting of at least one independent director was established in 2021.

Generally, as a matter of practice, directors who have disclosed a material interest in any contract or transaction that the Board is considering will not take part in any Board discussion respecting that contract or transaction. If on occasion such directors do participate in the discussions, they will refrain from voting on any matters relating to matters in which they have disclosed a material interest. In appropriate cases, the Company will establish a special committee of independent directors to review a matter in which directors or officers may have a conflict.

Role of Chair and Lead Director

The Chair, with the assistance of a lead director (the “**Lead Director**”), if one is appointed from time to time, is responsible for the management, development, and effective performance of the Board and leads the Board to ensure that it fulfills its duties to be effective in setting and implementing direction and strategy, and to work closely with the CEO to ensure the strategy agreed by the Board is put into effect. Raymond Threlkeld is the independent Lead Director.

Board Mandate

The full text of the Board Mandate is attached as Schedule “A”.

Position Descriptions

The Board has adopted written position descriptions for its Chair, the Lead Director (if applicable), and the Chair of each of the Committees. The position descriptions are in line with each of the Committee mandates, which are also reviewed and updated from time to time by its members. The Compensation Committee and the CEO have developed a position description for the CEO which has been approved by the Board. The Compensation Committee annually reviews and monitors the achievement of corporate objectives that the CEO is responsible to meet.

Orientation and Continuing Education

Each new director participates in the Company’s initial orientation program and each director participates in the Company’s continuing director development programs.

Ethical Business Conduct

A Code of Business Conduct and Ethics (the “**Code**”) has been adopted by the Board of Directors to summarize the standards of business conduct that guides the Company’s actions. This Code applies to all directors, officers, employees, and consultants of the Company and its subsidiaries. The Company has issued this Code to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- avoidance of conflicts of interest with the interests of the Company, including disclosure to an appropriate person of any material transaction or relationship that reasonably could be expected to give rise to such a conflict;
- confidentiality of corporate information;
- protection and proper use of corporate assets and opportunities;
- compliance with applicable governmental laws, rules and regulations;
- the prompt internal reporting of any violations of this Code to an appropriate person or person identified in the Code; and
- accountability for adherence to the Code.

Board Assessment and Renewal, and Nomination of Directors

The Board undertakes a robust annual assessment process that includes:

- Director reviews conducted through one-on-one conversations between the Chair of the Board and the Chair of the NCG Committee;
- an informal discussion by the Chair with Directors on a selective basis, as required, to fully understand any concerns raised or recommendations advanced by such Director, and the preparation by the Chair of the NCG Committee of a report to, and discussion among, the full Board which includes matters concerning the size of the Board and each Committee of the Board, and whether changes in size, personnel, or responsibilities are warranted;
- a review and discussion of various emerging corporate governance issues and best practices, including those related to Board composition, Director term limits, “overboarding”, and diversity (Board and executive officers); and
- the Board and each Committee of the Board complete an annual review and assessment of its respective mandate or charter to determine if changes are warranted.

The Company does not currently have any term limits, retirement policies, or similar mechanisms in place for the renewal or replacement of its directors.

In considering and identifying new directors for nomination, the NCG Committee will hold a series of meetings to identify the particular skills and qualifications needed of new recruits, having regard to the Company’s business and objectives, as well as the then-existing composition of the Board. Once a list of key attributes, skills, and competencies for a potential new director is identified, the NCG Committee then creates a list of possible candidates for consideration and evaluation, which are then presented to the full Board for further discussion and evaluation. If, and as needed, the NCG Committee may engage internal or external consultants to assist in identifying, evaluating, and/or selecting appropriate Board candidates, including to ensure a diversity of potential candidates are identified. Only after rigorous discussion by the NCG Committee and the Board is a short-list of potential Board candidates created, following which the Board works together with the NCG Committee to develop the best plan to recruit the preferred candidate(s).

In addition, the Board satisfies itself that the Board, its committees, and the individual directors are performing effectively by conducting informal assessments from time to time (including by the Chair of the Board and/or the NCG Committee).

Board Leadership and Diversity

The Company is committed to workplace diversity and fostering a culture of inclusion across all aspects of the Company, its operations, and offices. The Board’s objective is to select the most qualified and highest functioning directors from diverse backgrounds. Board nominees will be chosen based on the abilities, skills, and experience required from time to time, while recognizing that a more diverse Board can result in a more effective Board. The NCG Committee will consider candidates on merit against objective criteria and with due regard for the benefits of diversity in the Board’s composition.

The Company understands the benefits of a diversified work force, including promoting the level of female representation and other types of diversity, and diversity is one of many factors that are used in consideration for hires and promotions. In identifying and considering potential candidates for executive appointments, the Board also considers factors such as years of service, regional background, merit, experience, and qualification. In addition, the relative diversity of the Company’s executive team is also driven by other factors, many of which are outside of the control of the Company, including the level of staff turnover, the candidates that are available with the necessary skills and experiences required to satisfy the Company’s needs, and requirements for the position when hiring and promotion opportunities arise, and various other factors. The Board does not set specific gender representation targets when identifying potential candidates to executive officer positions,

but does consider diversity, and where possible, seeks to ensure a representative list of women is included among the group of prospective candidates for executive positions.

As at November 3, 2022, one of our executive officers is a woman.

Compensation Assessments

The Board determines Director and senior officer compensation by the recommendation of the Compensation Committee. With consultation from the CEO, the Committee is responsible for:

- reviewing and approving corporate goals and objectives relevant to the compensation of the CEO and other executive officers, evaluating the performance of the CEO and the other executive officers in light of those goals and objectives and approving their annual compensation levels, including salaries, bonuses, and stock option grants based on such evaluation; and
- reviewing the compensation of directors for service on the Board and its committees and recommending to the Board the annual Board member compensation package, including retainer, committee member and chair retainers, Board and committee meeting attendance fees, and any other form of compensation, such as stock option grants or stock awards.

While the Board is ultimately responsible for determining all forms of compensation to be awarded to the CEO, other executive officers and directors, the Compensation Committee will, when appropriate, review the Company's compensation philosophy, policies, plans, and guidelines and recommend any changes to the Board.

Other Board Committees

Technical Committee

The purpose of the Technical Committee is to provide assurance to the Board as to the operational performance and operating risks of the Company, regarding those areas where technical understanding is required:

- exploration, permitting, development, execution, construction, operation of mining activities, security, and supply chain management;
- resources and reserves on the Company's mineral resource properties;
- operating and production plans for proposed and existing operating mines;
- project and operations readiness;
- major commercial commitments; and
- ensuring the Company implements best-in-class property development and operating practices.

The charter of the Technical Committee provides that it is responsible for, among other things, the following matters:

- review and assess the reporting of all operating activities (to include exploration, mining, development, execution, construction, security, and supply chain management) and in the Committee's discretion, make recommendations to the Board for consideration;
- review risk management procedures and monitor risks in all operating activities;
- review the effectiveness of the reporting of technical and operating matters;
- assess the adequacy of strategic planning, forecasting, and budgeting;
- assess legal and regulatory compliance of technical and operating matters;
- engage third-party technical consultants, where necessary;
- assess the performance of key operating personnel and operating teams;
- advise the CEO when required on specific M&A opportunities as requested by the CEO or directed by the Board;

- report and make recommendations to the Board on all technical and operating matters including material proposals, material contracts, and major commercial arrangements with potential key contractors and service providers; and
- perform such other duties as may be assigned by the Board from time to time or as may be required by applicable regulatory authorities or legislation.

Compensation Discussion and Analysis

The following information (the “**Statement of Executive Compensation**”) of the Company is provided in accordance with Form 51-102F6 – Statement of Executive Compensation (“**Form 51-102F6**”). Information contained in this Statement of Executive Compensation is as of December 31, 2021, unless otherwise indicated, and all dollar amounts referenced herein are in Canadian dollars, unless otherwise specified.

Named Executive Officers

The named executive officers (“**NEOs**”) of the Company for the financial year ended December 31, 2021, were Collin Kettell, Executive Chairman and Chief Executive Officer; Craig A. Roberts, Former Chief Executive Officer; Denis Laviolette, President; Michael Kanevsky, Chief Financial Officer; and Greg Matheson, Chief Operating Officer.

On April 14, 2022, Mr. Roberts resigned as CEO and a director of the Company and, in his place, Mr. Kettell was appointed CEO as part of a planned leadership transition. Mr. Roberts continues as a full-time consultant for the Company under the title of Lead Advisor.

Compensation Discussion & Analysis

Compensation Philosophy and Objectives

The objective of the Company’s compensation program is to attract and continue to retain NEOs that have the necessary attributes, experience, skills and competencies that represent the best fit for the Company and to ensure that the compensation for its NEOs is appropriate and aligned with shareholder interests. The Company’s Compensation Committee reviews director and NEO compensation on an annual basis.

The Company’s general philosophy is that compensation for non-executive directors and NEOs plays an important role in achieving short and long-term business objectives that ultimately drive business success and should include a mix of cash (base salary and discretionary annual bonus) and Options with Options being more heavily weighted than base salary and bonuses to better align the interests of management with that of the shareholders of the Company.

Compensation Elements

The compensation of the NEOs consists of three main components: base salary, discretionary annual cash bonuses and long-term incentives, currently in the form of Options. Each element of compensation is a subjective decision by the Board based on recommendations of the Compensation Committee. The following discussion describes the components of compensation and discusses how each component relates to the Company’s overall executive compensation objective.

Base Salary

The Company’s view is that a competitive base salary or consulting fee is a necessary element for attracting and retaining qualified executive officers. The base salary for each executive is established by the Board, on the recommendation of the Compensation Committee, based upon the position held by such executive, competitive market conditions, such executive’s related responsibilities, experience and the NEO’s skill base, the functions performed by such executive and the salary ranges for similar positions. Individual and corporate performance are also taken into account in determining base salary levels for executives. To better align the

interests of management with those of the shareholders of the Company, base salary is less heavily weighted in the Company's overall compensation of NEOs as compared to the other elements of NEO compensation.

Bonuses

In determining to award annual bonuses, including the amounts thereof, the Board uses its discretion and takes into consideration the Company's annual achievements, without assigning any quantifiable weight or factor in respect of any particular achievement or corporate milestone. Bonuses were granted to NEOs in 2021 based on the Compensation Committee's assessment of the Company's performance for the year. The purpose of granting cash bonuses specifically linked to individual and Company wide performance is to ensure management is motivated to work towards the success of the Company.

Long-term Incentives

Long-term incentives for NEOs and directors take the form of Options which are granted under the direction of the Compensation Committee in accordance with the Company's shareholder approved Stock Option Plan. The purpose of granting long-term incentives is to assist the Company in compensating, attracting, retaining and motivating directors, NEOs, employees and consultants and to closely align the personal interests of such persons to that of the Company's shareholders and motivate such individuals to work towards ensuring the long-term success of the Company. The value of Options granted to NEOs is determined on both qualitative and quantitative levels. Changes in executive positions or roles and ongoing contribution to the Company are factors which affect the decision-making process. Outstanding Options and previous grants are reviewed by the Compensation Committee on an annual basis and again when considering new Option grants. The terms of the Stock Option Plan are also reviewed from time to time by the Compensation Committee and changes suggested are discussed with NEOs prior to approval by the Board, then regulatory and shareholder approval as necessary.

Peer Group

While the Board considers amounts paid by other companies in similar industries at similar stages of development in determining compensation, no specifically selected peer group was identified in 2021.

Performance Goals

The Company does not have specific performance goals in respect of an NEOs compensation. Specific compensation recommendations are made to the Board by the Compensation Committee after discussion amongst the members of the Compensation Committee. Each component of compensation and the decisions of the Compensation Committee about each component have an impact on the Committee's decisions regarding other compensation components. All of the compensation components together are intended to meet the Company's compensation objectives, which are intended to allow the Company to attract and retain qualified and experienced executives who are motivated to achieve the Company's business plans, strategies and goals on an annual and long-term basis, in order to increase shareholder value.

Risk Considerations

The Board reviews from time to time and at least once annually, the risks, if any, associated with the Company's compensation policies and practices at such time. Implicit in the Board's Mandate is that the Company's policies and practices respecting compensation, including those applicable to the Company's executives, be designed in a manner which is in the best interests of the Company and its shareholders, and risk implications is one of many considerations which are taken into account in such design.

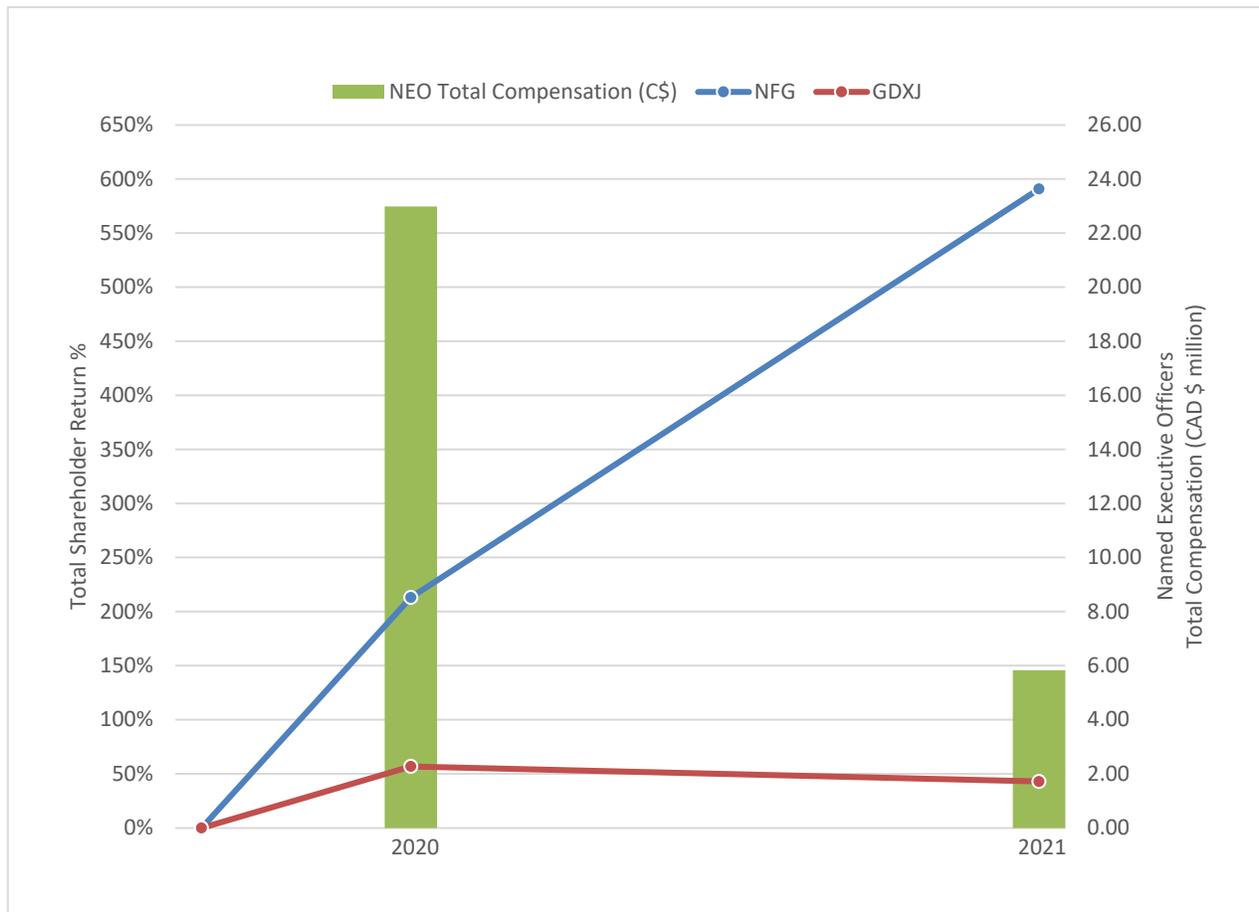
A significant portion of the Company's executive compensation consists of Options granted under the Stock Option Plan. Such compensation is both "long term" and "at risk" and, accordingly, is directly linked to the achievement of long-term value creation. As the benefits of such compensation, if any, are not realized by the executives until a significant period of time has passed, the ability of executives to take inappropriate or excessive risks that are beneficial to them from the standpoint of their compensation at the expense of the Company and its shareholders is extremely limited.

Due to the relatively small size of the Company, and the current level of the Company’s activity, the Board is able to closely monitor and consider any risks which may be associated with the Company’s compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings, during which financial and other information pertaining to the Company will be reviewed, which review will include executive compensation. No risks have been identified arising from the Company’s compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

No director, officer or member of senior management are permitted to enter into financial instruments that are designed to hedge or offset any decrease in the market value of the Company’s equity securities that are held directly or indirectly by them or granted as compensation to them. Such prohibited financial instruments include prepaid variable forward contracts, equity swaps, collars, put or call options and similar financial instruments.

Performance Graph

The following graph compares the cumulative shareholder return for C\$100 invested in Common Shares on August 11, 2020 against the cumulative shareholder return for the GDXJ Index for the period beginning August 11, 2020 and ending December 31, 2021, assuming reinvestment of all dividends. The GDXJ is an exchange traded fund (ETF) and is compiled of stocks from small and medium-capitalization companies in the gold and/or silver mining industry. The Company believes tracking its share price against the GDXJ is an appropriate measure of the relative market performance of the Company. The graph also depicts total annual compensation for the NEOs in each particular year since the Company began trading on the TSX Venture Exchange on August 11, 2020.



Comparison of Cumulative Total Returns

The performance graph shows that cumulative shareholder returns for \$100 invested in the Common Shares outperformed the GDXJ index while compensation paid to the Company’s NEOs decreased in 2021 compared to 2020 as a result of a decrease in option-based awards granted during fiscal 2021.

Option-based Awards

The Company has the Stock Option Plan in place for the granting of options to acquire Common Shares (the “Options”) to the directors, officers, employees and consultants of the Company. The purpose of granting such Options is to assist the Company in compensating, attracting, retaining and motivating such persons and to closely align the personal interests of such persons to that of the Company’s shareholders. The allocation of Options under the Stock Option Plan is determined by the Board which, in determining such allocations, considers such factors as previous grants to individuals, overall performance of the Company, share price, the role and performance of the individual in question, the amount of time directed to the Company’s affairs and time expended in serving on the Company’s committees.

For further information, please see under the heading ***Incentive Plan Awards – Stock Option Plan*** below for a summary of the material terms of the Stock Option Plan.

Compensation Governance

Composition of the Compensation Committee

The Compensation Committee must consist of three or more directors, at least two of whom must qualify as “independent” as such term is defined in National Policy 58-101 – *Corporate Governance Guidelines*. The Compensation Committee currently consists of three directors, Collin Kettell (the Chair), Douglas Hurst, and Vijay Mehta. Mr. Mehta and Mr. Hurst are independent directors. Mr. Kettell is not considered to be independent as Mr. Kettell is an executive officer of the Company.

Relevant Education and Experience

The members of the Compensation Committee have a range of skills and experience which the Company believes provides the expertise necessary to oversee the Company’s executive compensation structure. The relevant experience of the Compensation Committee members is summarized below.

Collin Kettell (Chair)

Mr. Kettell is the founder, Executive Chairman and Chief Executive Officer of the Company and is responsible for co-founding Nevada King Gold Corp., for which he serves as a director and Chief Executive Officer, and Palisades Goldcorp Ltd., for which he serves as a director and Chief Executive Officer. In his capacity as a senior executive and/or director, Mr. Kettell is currently, or has been, involved with the compensation matters of each of Nevada King Gold Corp. and Palisades Goldcorp Ltd.

Douglas Hurst

Mr. Hurst has over 30 years experience in the mining and natural resource industries having acted as a geologist, consultant, mining analyst, senior executive and board member. Mr. Hurst was a founding executive of International Royalty Corporation, which was purchased by Royal Gold for \$700 million and more recently, was one of the founders of Newmarket Gold Inc., which was purchased for \$1.0 billion by Kirkland Lake Gold Ltd. in November 2016. In his capacity as a senior executive and/or director, Mr. Hurst was involved with compensation matters of each of the foregoing companies and is currently or has been involved with the compensation matters of several other public companies, including Calibre Mining Inc., Northern Vertex Mining Corp. and Newcore Gold Ltd. Mr. Hurst holds a Bachelor of Science in Geology from McMaster University (1986).

Vijay Mehta

Mr. Mehta is a co-founder of Arkview Capital, a private equity fund that invests in diversity-oriented companies, where he is directly involved in compensation decisions. Prior to founding Arkview, Mr. Mehta was a Managing Director and member of the Investment Committee at Ziff Brothers Investments with broad responsibilities across the investment portfolio and also worked at private equity fund, Texas Pacific Group and investment bank, Morgan Stanley. Mr. Mehta graduated summa cum laude from the University of Pennsylvania's Huntsman Program and earned an MBA from the Harvard Business School, where he was named a Baker Scholar.

Compensation Committee Responsibilities

The Compensation Committee is appointed by and reports to the Board. The Compensation Committee assists the Board in discharging the Board's oversight responsibilities relating to the attraction, compensation, evaluation and retention of key senior management personnel, and in particular, the Chief Executive Officer, primarily through:

- reviewing and assessing the overall compensation strategy of the Company based on industry standards and characteristic needs and objectives of the Company, including consultation with independent experts;
- setting compensation parameters;
- assessing the CEO's performance against pre-agreed objectives;
- reviewing performance assessments of other senior officers, new executive appointments, terminations and employment agreements;
- making recommendations to the Board on salary changes, short-term and long-term incentive plans or benefit plans; and
- reviewing and recommending disclosure pertaining to all of the foregoing.

Summary Compensation Table

The following table contains a summary of the compensation paid to the NEOs of the Company during the three most recently completed financial years.

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-Equity Incentive Plan compensation		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans (\$)	Long-term incentive plans (\$)			
Collin Kettell CEO, Executive Chairman and Director ^{(1), (3)}	2021	300,000	N/A	1,291,220	100,000	Nil	N/A	N/A	1,691,220
	2020	269,070	N/A	15,233,481	75,000	Nil	N/A	N/A	15,577,551
	2019	9,967	N/A	475,140	152,432	Nil	N/A	N/A	637,539
Craig Roberts Former CEO and Former Director ^{(2), (4)}	2021	300,000	N/A	1,291,220	100,000	Nil	N/A	N/A	1,691,220
	2020	250,000	N/A	4,722,549	325,000	Nil	N/A	N/A	5,297,549
	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Michael Kanevsky CFO	2021	72,000	N/A	Nil	Nil	Nil	N/A	N/A	72,000
	2020	72,900	N/A	Nil	Nil	Nil	N/A	N/A	72,900
	2019	94,500	N/A	Nil	Nil	Nil	N/A	N/A	94,500
Denis Laviolette President and Director ⁽⁵⁾	2021	210,000	N/A	1,291,220	70,000	Nil	N/A	N/A	1,571,220
	2020	195,000	N/A	1,281,825	75,000	Nil	N/A	N/A	1,551,825
	2019	290,000	N/A	589,124	Nil	Nil	N/A	N/A	879,124
Greg Matheson Chief Operating Officer	2021	195,000	N/A	544,192	65,000	Nil	N/A	N/A	804,192
	2020	157,083	N/A	291,310	33,000	Nil	N/A	N/A	481,393
	2019	130,000	N/A	66,520	Nil	Nil	N/A	N/A	196,520

Notes

- (1) On April 14, 2022, Mr. Kettell was appointed CEO.
- (2) Mr. Roberts was appointed CEO on March 6, 2020 and resigned on April 14, 2022 as part of a planned leadership transition.
- (3) Mr. Kettell served as a director of the Company for the financial years ended December 31, 2021, December 31, 2020 and December 31, 2019, for which role he was compensated Nil, Nil and Nil, respectively.
- (4) Mr. Roberts was appointed as a director of the Company on March 6, 2020 and served as a director for the financial year ended December 31, 2021 and the financial period beginning March 6, 2020 and ended December 31, 2020, for which role he was compensated Nil and Nil, respectively. Mr. Roberts resigned as a director of the Company on April 14, 2022.
- (5) Mr. Laviolette served as a director of the Company for the financial years ended December 31, 2021, December 31, 2020 and December 31, 2019, for which role he was compensated Nil, Nil and Nil, respectively.
- (6) The weighted average grant date fair value of the Options granted during the financial year ended December 31, 2021 was \$4.95 per Option, the weighted average grant date fair value of the Options granted during the financial year ended December 31, 2020 was \$1.68 per Option and the weighted average grant date fair value of the Options granted during the financial year ended December 31, 2019 was \$0.38 per Option. The Company uses the Black-Scholes Option Pricing model which is an industry accepted model for valuing share-based payments under IFRS 2.

Options were priced using the following weighted average assumptions to estimate the fair value of options granted:

Year	Grant date share price	Expected dividend yield	Average risk-free interest rate	Expected life	Expected volatility
2021	\$6.79	Nil	0.93%	5.0	97.07%
2020	\$2.35	Nil	0.40%	5.0	97.30%
2019	\$0.50	Nil	1.64%	5.0	103.0%

Employment, Consulting and Management Agreements

The Company has entered into management services agreements with companies controlled by certain NEOs, the material terms of which are summarized below.

Argentum Management Services Agreement

Collin Kettell, Executive Chairman and Director, provides management services to the Company through Argentum Capital Corp. (“**Argentum**”). The Company entered into a management services agreement with Argentum dated March 1, 2020, with respect to the provision of certain management and administrative consulting services provided by Argentum to the Company (the “**Argentum Agreement**”). Pursuant to the terms and conditions of the Argentum Agreement, Argentum provides certain management consulting services to the Company as may be requested by and at the direction of the Board from time to time, including: (i) guidance, advice and services with respect to strategic planning, future growth, projects and business activities; (ii) guidance and advice in relation to the day to day operation and business of the Company; (iii) guidance and advice concerning proposed acquisitions, divestitures, joint ventures and business combinations, (iv) guidance and advice concerning any mineral properties owned by the Company or interests in mineral properties acquired by the Company and other mutually agreed services. Argentum is paid a base fee rate of \$25,000 per month (the “**Argentum Base Fee**”), subject to annual review by the Board. Argentum is also eligible for an incentive fee and the grant of Options pursuant to the Stock Option Plan as determined by the Board at its discretion. Further information with respect to certain of the Company’s additional obligations under the Argentum Agreement can be found under the heading *Termination and Change of Control Benefits*.

Flotsam Management Services Agreement

Craig Roberts, former Chief Executive Officer, provided management services to the Company through Flotsam Cove Holdings Ltd. (“**Flotsam**”). The Company entered into a management services agreement with Flotsam dated March 1, 2020, with respect to the provision of certain management and administrative consulting services provided by Flotsam to the Company (the “**Flotsam Agreement**”). Pursuant to the terms and conditions of the Flotsam Agreement, Flotsam provided certain management consulting services to the Company as may be requested by and at the direction of the Board from time to time, including: (i) guidance, advice and services with respect to strategic planning, future growth, projects and business activities; (ii) guidance and advice in relation to the day to day operation and business of the Company; (iii) guidance and advice concerning proposed acquisitions, divestitures, joint ventures and business combinations, (iv) guidance and advice concerning any mineral properties owned by the Company or interests in mineral properties acquired by the Company and other mutually agreed services. Flotsam was paid a base fee rate of \$25,000 per month (the “**Flotsam Base Fee**”), subject to annual review by the Board. The Flotsam Agreement was terminated on April 14, 2022 as part of a planned leadership transition pursuant to which Collin Kettell was appointed CEO. Further information with respect to certain of the Company’s additional obligations under the Flotsam Agreement can be found under the heading *Termination and Change of Control Benefits*.

Bruno Management Services Agreement

Denis Laviolette, President and Director, provides his management services to the Company through Bruno Management Services Corporation (“**Bruno**”). The Company entered into a management services agreement with Bruno dated March 1, 2020, with respect to the provision of certain management and administrative consulting services provided by Bruno to the Company (the “**Bruno Agreement**”). Pursuant to the terms and conditions of the Bruno Agreement, Bruno provides certain management consulting services to the Company

as may be requested by and at the direction of the Board from time to time, including: (i) guidance, advice and services with respect to strategic planning, future growth, projects and business activities; (ii) guidance and advice in relation to the day to day operation and business of the Company; (iii) guidance and advice concerning proposed acquisitions, divestitures, joint ventures and business combinations, (iv) guidance and advice concerning any mineral properties owned by the Company or interests in mineral properties acquired by the Company, (v) guidance and advice in connection with the communications with our shareholders and responding to shareholder inquiries and other mutually agreed services. Bruno is paid a base fee rate of \$17,500 per month (the “**Bruno Base Fee**”), subject to annual review by the Board. Bruno is also eligible for an incentive fee and the grant of Options as determined by the Board at its discretion. Further information with respect to certain of the Company’s additional obligations under the Bruno Agreement can be found under the heading *Termination and Change of Control Benefits*

BM Strategic Management Services Agreement

Michael Kanevsky, Chief Financial Officer, provides his services to the Company through a third-party management services agreement with BM Strategic (the “**BM Strategic Management Services Agreement**”). Pursuant to the terms of the BM Strategic Management Services Agreement, BM Strategic provides all CFO services to the Company.

Matheson Agreement

The Company entered into a management services agreement with Greg Matheson, Chief Operating Officer (“**Matheson**”), on August 11, 2020, with respect to the provision of certain management consulting services provided by Mr. Matheson to the Company (the “**Matheson Agreement**”). Pursuant to the terms and conditions of the Matheson Agreement, Matheson provides certain management consulting services to the Company as may be requested by and at the direction of the Board from time to time, including: (i) overseeing the day-to-day operational functions of the Company; (ii) leading the Company’s mineral exploration /mining team; (iii) coordinating studies on the Company’s mineral exploration/mining projects; (iv) organizing and developing mineral exploration/mining activities; (v) ensuring the safe operation of all mineral exploration, mining, technical services and other general service activities; (vi) leading the Company in meeting its environmental, health and safety system requirements; (vii) participating in the development of resource development strategies; and (viii) ensuring the workforce of the Company is informed on direction and targets through a coordinated communication and re-engagement plan. Matheson is paid a base fee rate of \$16,250 per month (the “**Matheson Base Fee**”), subject to annual review by the Board. Matheson is also eligible for an incentive fee and the grant of Options as determined by the Board at its discretion. Further information with respect to certain of the Company’s additional obligations under the Bruno Agreement can be found under the heading *Termination and Change of Control Benefits*.

Incentive Plan Awards

Outstanding Share-based and Option-based Awards

The following table discloses the particulars of all awards for each NEO outstanding at the end of the Company's financial year ended December 31, 2021, including awards granted before this most recently completed financial year:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money Options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Collin Kettell CEO, Executive Chairman and Director	4,280,000 261,000	4.10 6.79	2025-12-31 2026-04-29	20,886,400 571,590	Nil	Nil	Nil
Craig Roberts Former CEO and Former Director	1,100,000 125,000 1,250,000 700,000 261,000	1.00 1.075 1.40 4.10 6.79	2025-04-15 2025-05-23 2025-08-11 2025-12-31 2026-04-29	8,778,000 988,125 9,475,000 3,416,000 571,590	Nil	Nil	Nil
Michael Kanevsky CFO	Nil	N/A	N/A	N/A	Nil	Nil	Nil
Denis Laviolette President and Director	100,000 50,000 1,000,000 50,000 261,000	1.00 1.075 1.40 4.10 6.79	2025-04-15 2025-05-23 2025-08-11 2025-12-31 2026-04-29	798,000 395,250 7,580,000 244,000 571,590	Nil	Nil	Nil
Greg Matheson Chief Operating Officer	25,000 125,000 50,000 110,000	1.075 1.40 4.10 6.79	2025-05-23 2025-08-11 2025-12-31 2026-04-29	197,625 947,500 244,000 240,900	Nil	Nil	Nil

Incentive Plan Awards – Value Vested or Earned During the Year

The following table summarizes the value of each incentive plan award vested or earned by each NEO during the financial year ended December 31, 2021:

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Collin Kettell CEO, Chairman and Director	Nil	Nil	Nil
Craig Roberts Former CEO and Former Director	Nil	Nil	Nil
Michael Kanevsky CFO	Nil	Nil	Nil
Denis Laviolette President and Director	Nil	Nil	Nil
Greg Matheson Chief Operating Officer	Nil	Nil	Nil

Stock Option Plans and Other Incentive Plans

Stock Option Plans and Other Incentive Plans

Stock Option Plan

The Company’s Stock Option Plan in its current form was last approved by the Company’s shareholders on September 17, 2021. The purpose of the Stock Option Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified directors, officers, employees, and consultants, to reward those individuals from time to time for their contributions toward the long-term goals of the Company and to enable and encourage those individuals to acquire Common Shares as long-term investments. The Company is required to obtain shareholder approval of the Stock Option Plan on a yearly basis in accordance with the policies of the TSX Venture Exchange.

The New Policy 4.4 was introduced on November 24, 2021, which set out a new framework for security-based compensation for issuers listed on the TSX Venture Exchange. As a result of the amendments to security-based compensation arrangements introduced pursuant to New Policy 4.4, the Company wishes to amend the Stock Option Plan to: (i) make it compliant therewith; (ii) permit the exercise on a net settlement basis; and (iii) certain “housekeeping” amendments.

As at the date hereof, there are 10,615,750 Options issued and outstanding, with 6,278,543 remaining available for issuance under the Stock Option Plan. The general terms and conditions of the Amended Plan are reflected in the disclosure below.

Administration

The Amended Plan is administered by the Board, or such director or other senior officer or employee of the Company as may be designated as administrator by the Board. The Board or such committee may make, amend and repeal at any time, and from time to time, such regulations not inconsistent with the Amended Plan.

Number of Common Shares

The maximum number of Common Shares issuable under the Amended Plan shall not exceed 10% of the number of Common Shares issued and

outstanding as of each the date on which the Board grants the Option (the “**Award Date**”). The number of Common Shares underlying Options that have been cancelled, that have expired without being exercised in full, and that have been issued upon exercise of Options shall not reduce the number of Common Shares issuable under the Amended Plan and shall again be available for issuance thereunder.

Securities Each Option entitles the holder thereof (an “**Option Holder**”) to purchase one Common Share at an exercise price determined by the Board.

Participation Any director, senior officer, management company, employee, or consultant of the Company (including any subsidiary of the Company), as the Board may determine.

Exercise Price The exercise price of an Option will be determined by the Board in its sole discretion, provided that the exercise price will not be less than the Discounted Market Price (as defined in the policies of the TSXV) (or, if the Common Shares are not listed for trading on the TSXV, then the permissible discounted market price on such exchange or quotation system on which the Common Shares are then listed or quoted for trading) or such other price as may be required or permitted by the TSXV from time to time.

The Board may, at the time an Option is awarded or upon renegotiation of the same, attach restrictions relating to the exercise of the Option, including vesting provisions. Any such restrictions shall be recorded in the applicable written agreement between the Company and an Option Holder giving effect to an award of Options.

Term of the Option The exercise period of an Option will be the period from and including the Award Date through to and including the expiry date that will be determined by the Board at the time of grant (the “**Expiry Date**”), provided that the Expiry Date of an Option will be no later than the tenth anniversary of the Award Date of the Option, provided that such date does not fall within a Blackout Period (as defined in the Amended Plan).

Net Exercise Other than for an Option Holder who is a provider of Investor Relations Activities, in lieu of paying the aggregate Exercise Price to purchase Common Shares and subject to the provisions of the Amended Plan and, upon prior approval of the Board or an Administrator on the instructions of the Board or such committee of the Board formed in respect of matters relating to the Plan, in their sole and absolute discretion, once an Option has vested and become exercisable an Option Holder may elect, in lieu of exercising such Option, to surrender such Option in exchange for the issuance of the number of Common Shares equal to the number determined by dividing (a) the difference between the Fair Market Value (calculated as at the date of settlement) and the Exercise Price of such Option by (b) the Fair Market Value (calculated as at the date of settlement).

Cessation of Employment Subject to certain limitations, in the event that an Option Holder ceases employment with the Company, other than by reason of death, the Expiry Date of the Option will be 90 days after the date which the Option Holder

ceases employment (the “**Termination Date**”), unless the Option Holder is terminated for cause, in which case the Expiry Date will be the Termination Date, or such longer period (up to a maximum of 12 months) or shorter period as determined by the Board.

In the event that an Option Holder should die while he or she is still director, senior officer, management company, employee or consultant of the Company, the Expiry Date will be 12 months from the date of death of the Option Holder.

Subject to certain limitations, any unvested Option which vests on or after the Termination Date (or date of death, if applicable) but prior to the Expiry Date, will be exercisable by the Option Holder until the Expiry Date. Any unvested Option held by an Option Holder who ceases employment as a result of termination for cause or resignation, will not vest and will terminate as of the Termination Date.

In the event that the Option Holder holds his or her Option as an employee or consultant retained by the Company to provide Investor Relations Activities (as defined in the TSXV’s Corporate Finance Manual) and ceases to be an employee or consultant of the Company other than by reason of death, the Expiry Date will be the date such Option Holder ceases to be an employee or consultant of the Company.

Acceleration Events

If the Company seeks shareholder approval for a transaction which would constitute an Acceleration Event (as defined in the Amended Plan) or third party makes a bona fide formal offer to the Company or its shareholders which would constitute an Acceleration Event, the Board may (i) permit the Option Holders to exercise their Options, as to all or any of such Options that have not previously been exercised (regardless of any vesting restrictions), but in no event later than the Expiry Date of the Option, so that the Option Holders may participate in such transaction; and (ii) require the acceleration of the time for the exercise of the Options and of the time for the fulfilment of any conditions or restrictions on such exercise.

Notwithstanding any other provision of the Amended Plan or the terms of any Option, other than Options issued to an Investor Relations Services Provider, if at any time when Options remains unexercised and the Company completes any transaction which constitutes an Acceleration Event, all outstanding unvested Options will automatically vest.

Any adjustment to an Option, other than in connection with a security consolidation or security split, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization, or proposed acceleration of vesting provisions issued to Investor Related Service Provider, is subject to the policies and necessary approvals of the TSXV, if applicable.

Limitations

The maximum number of Common Shares which may be issuable, at any time, to Insiders (as defined in the Amended Plan) under the Amended Plan, together with any other share-based compensation arrangements of the Company, will be 10% of the total number of Common Shares issued and outstanding. The maximum number of Common Shares which may be issued, within any one-year period, to Insiders under the Amended

Plan, together with any other share-based compensation arrangements of the Company, will be 10% of the total number of Common Shares issued and outstanding. The maximum number of Common Shares awarded to any one individual in any twelve-month period will not exceed 5% of the issued and outstanding Common Shares of the Company at the Award Date unless the Company has obtained disinterested shareholder approval as required by the TSXV.

The maximum number of Common Shares awarded to any one consultant of the Company in any twelve-month period will not exceed 2% of the issued and outstanding Common Shares of the Company at the Award Date unless consent is obtained from the TSXV.

The maximum number of Common Shares awarded to all persons retained by the Company to provide Investor Relations Activities will not exceed 2% of the issued and outstanding Common Shares of the Company, in any twelve-month period, calculated at the Award Date unless consent is obtained from the TSXV. Options granted to persons retained to provide Investor Relations Activities must vest in stages over a period of not less than twelve months from the Award Date, such that (i) no more than one quarter of the Options vest no sooner than three months after the Award Date; (ii) no more than another one quarter of the Options vest no sooner than six months after the Award Date; (iii) no more than another one quarter of the Options vest no sooner than nine months after the Award Date; and (iv) the remainder of the Options vest no sooner than twelve months after the Award Date.

Amendments

Subject to certain exceptions and any applicable regulatory approval, the Board may amend the Amended Plan and the terms and conditions of any Option previously awarded or thereafter to be awarded for the purpose of complying with any changes in any relevant law, TSXV policy, rule or regulation applicable to the Amended Plan, any Option or the Common Shares, or for any other purpose which the Board may deem desirable or necessary and may be permitted by all relevant laws, rules and regulations, provided that any such amendment will not materially impair any right of any Option Holder pursuant to any Option awarded prior to such amendment.

The Board may only amend the provisions of the Amended Plan relating to the following if the Board obtains the approval of the shareholders of the Company: (i) persons eligible to be granted Options or issued Common Shares under the Amended Plan; (ii) the maximum number or percentage of Common Shares issuable upon exercise of Options available under the Amended Plan; (iii) the limitations on grants of Options to any one person, Insiders, consultants, or persons involved in Investor Relations Activities; (iv) the method for determining the exercise price for Options; (v) the maximum term of Options; (vi) the expiry and termination provisions applicable to Options, including the additional of a Blackout Period (as defined in the Amended Plan); (vii) the addition or deletion of a net exercise provision or (viii) amendments to the amendment provisions of the Amended Plan.

Disinterested shareholders of the Company must approve any amendment to Options held by an Insider at the time of the amendment that would

have the effect of decreasing the exercise price or the extension of the term of such Options.

Termination

The Board may terminate the Amended Plan any time provided that such termination shall not alter the terms or conditions of any Option or impair any right of any Option Holder pursuant to any Option awarded prior to the date of such termination and notwithstanding such termination, the Company, such Options and such Option Holders shall continue to be governed by the provisions of the Amended Plan.

Further particulars of the Stock Option Plan are contained under the headings *Ratification, Confirmation, and Approval of Stock Option Plan* and *Equity Compensation Plan Information*, and the entire Amended Plan is included as *Schedule “B”*.

Pension Plan Benefits

The Company has not established at this time any pension plans or deferred compensation plans for directors or NEOs that provide for payments or benefits at, following, or in connection with retirement.

Termination and Change of Control Benefits

Termination and Change of Control Benefits

As of the date hereof, other than as described below, we do not have any contract, agreement, plan or arrangement that provides for payments to the NEOs at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in a director or NEO’s responsibilities.

For the purposes of this section, “**Change of Control**” means change in control of the Company, which includes the acquisition by a person of 50% or more of the voting securities of the Company, the removal of 50% or more of the incumbent members of the Board, or a transaction the result of which is that the current voting shareholders of the Company own less than 50% of the voting Common Shares of the resulting or successor corporation, or the sale of all or substantially all of the Company’s assets.

Argentum Management Services Agreement

Under the terms of the Argentum Agreement, at any time within 60 days following a Change of Control, Argentum or the Company may elect to terminate the Argentum Agreement. Upon such termination, the Company is obliged to compensate Argentum (i) a termination fee equal to 24 months of the Argentum Base Fee, (ii) an amount equal to any incentive fee paid to Argentum within the 24 months preceding termination in connection with a Change of Control and (iii) any accrued liabilities owing to Argentum under the Argentum Agreement. The estimated incremental payments to Argentum that would result from a Change of Control occurring as at December 31, 2021 would be \$600,000.

Flotsam Management Services Agreement

Under the terms of the Flotsam Agreement, at anytime within 60 days following a Change of Control of the Company, Flotsam or the Company may elect to terminate the Flotsam Agreement. Upon such termination, the Company is obliged to compensate Flotsam (i) a termination fee equal to 24 months of the Flotsam Base Fee, (ii) an amount equal to any incentive fee paid to Flotsam within the 24 months preceding termination in connection with a Change of Control and (iii) any accrued liabilities owing to Flotsam under the Flotsam Agreement. The estimated incremental payments to Flotsam that would result from a Change of Control occurring as at December 31, 2021 would be \$600,000.

Bruno Management Services Agreement

Under the terms of the Bruno Agreement, at any time within 60 days following a Change of Control, Bruno or the Company may elect to terminate the Bruno Agreement. Upon such termination, the Company is obliged to compensate Bruno (i) a termination fee equal to 24 months of the Bruno Base Fee, (ii) an amount equal to any incentive fee paid to Bruno within the 24 months preceding termination in connection with a Change of Control and (iii) any accrued liabilities owing to Bruno under the Bruno Agreement. The estimated incremental payments to Bruno that would result from a Change of Control occurring as at December 31, 2021 would be \$420,000.

Matheson Agreement

Under the terms of the Matheson Agreement, at any time within 60 days following a Change of Control, Mr. Matheson or the Company may elect to terminate the Matheson Agreement. Upon such termination, the Company is obliged to compensate Matheson (i) a termination fee equal to 24 months of the Matheson Base Fee, (ii) an amount equal to any incentive fee paid to Matheson within the 24 months preceding termination in connection with a Change of Control and (iii) any accrued liabilities owing to Mr. Matheson under the Matheson Agreement. The estimated incremental payments to Mr. Matheson that would result from a Change of Control occurring as at December 31, 2021 would be \$390,000.

Separation Event Benefits

The following table presents the estimated total Change of Control and termination benefits of its NEOs, assuming the separation event occurred on December 31, 2021.

NEO	Separation Event			
	Resignation	Termination with Cause	Termination without Cause	Change of Control
Collin Kettell , CEO, Executive Chairman and Director	Nil	Nil	\$450,000	\$600,000
Craig A. Roberts , Former CEO and Former Director	Nil	Nil	\$450,000	\$600,000
Michael Kanevsky , CFO	Nil	Nil	Nil	Nil
Denis Laviolette , President and Director	Nil	Nil	\$315,000	\$420,000
Greg Matheson , COO	Nil	Nil	\$292,500	\$390,000

Director Compensation

Director Compensation Table

The following table discloses all amounts of compensation provided by the Company to its directors who are not NEOs for the financial period ended December 31, 2021. For further details with respect to the compensation of directors who are also NEOs, please see under the heading *Statement of Executive Compensation – Summary Compensation Table*.

Name	Fees Earned ⁽¹⁾ (\$)	Share-based Awards (\$)	Option-based Awards (\$) ⁽¹⁾	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total compensation (\$)
Dr. Quinton Hennigh, Ph.D.	40,000	N/A	173,152	N/A	N/A	N/A	213,152
Douglas Hurst	30,839	N/A	1,200,122	N/A	N/A	N/A	1,230,961
John Anderson ⁽²⁾	9,290	N/A	173,152	N/A	N/A	N/A	213,152

Notes

⁽¹⁾ The weighted average grant date fair value of the Options granted during the financial year ended December 31, 2021 was \$5.73 per Option. The Company uses the Black-Scholes Option Pricing model which is an industry accepted model for valuing share-based payments under IFRS 2. Options were priced using the following weighted average assumptions to estimate the fair value of options granted:

Year	Grant date share price	Expected dividend yield	Average risk-free interest rate	Expected life	Expected volatility
2021	\$8.15	Nil	0.94%	5.0	92.27%

⁽²⁾ John Anderson ceased to be a director of the Company on May 10, 2021.

Outstanding Share-based and Option-based Awards

The following table discloses the particulars of all awards for each director that is not also a NEO outstanding at the end of the Company’s financial year ended December 31, 2021, including awards granted before this most recently completed financial year:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Dr. Quinton Hennigh, Ph.D.	200,000	0.50	2024-12-17	1,696,000	Nil	Nil	Nil
	200,000	1.40	2025-08-11	1,516,000			
	150,000	4.10	2025-12-31	732,000			
	35,000	6.79	2026-04-29	76,650			
Douglas Hurst	200,000	8.62	2026-05-17	72,000	Nil	Nil	Nil

Incentive Plan Awards – Value Vested or Earned During the Year

The following table summarizes the value of each incentive plan award vested or earned by each director that is not also a NEO during the financial year ended December 31, 2021:

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Dr. Quinton Hennigh, Ph.D.	Nil	Nil	Nil
Douglas Hurst	Nil	Nil	Nil

Securities Authorized for Issuance Under Equity Compensation Plans

Equity Compensation Plan Information

The following table provides information regarding all compensation plans under which equity securities of the Company are authorized for issuance as at December 31, 2021:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights	Weighted-average exercise price of outstanding options, warrants, and rights \$	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	14,595,000	\$3.01	1,825,570 ⁽¹⁾⁽²⁾
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
Total	14,595,000	\$3.01	1,825,570

⁽¹⁾ This number is 10% of the issued and outstanding Common Shares of the Company, less the number of outstanding stock options (the “Option Limit”).

Stock Option Plan:

The following is a summary of the principal terms of the Stock Option Plan and the entire Stock Option Plan is included as **Schedule “B”**.

The Stock Option Plan (the “Plan”) pursuant to which the Board may grant Options to any director, senior officer, management company, employee, or consultant of the Company (including any subsidiary of the Company), as the Board of Directors may determine, exercisable to acquire Common Shares up to a maximum of 10% of the issued and outstanding Common Shares at the time of grant. Every Option granted has a term not exceeding 10 years after the date of grant.

As at November 3, 2022, there are 10,615,750 Common Shares reserved for issuance on the exercise of stock options, representing approximately 6.28% of the issued and outstanding Common Shares of the Company and representing approximately 62.84% of the available Option Limit. Options that expire without being exercised are automatically available for the purpose of granting stock options under the Stock Option Plan.

At December 31, 2021, stock options totaling 14,595,000 Common Shares on exercise of the options had been granted under the Stock Option Plan, representing approximately 8.89% of the issued and outstanding Common Shares of the Company and representing approximately 88.88% of the available Option Limit. As at December 31, 2021, 8,884,500 total options had been granted to Directors and Insiders of the Company, representing approximately 5.25% of the total outstanding Common Shares.

Audit Committee

Overview

The Company has formed an Audit Committee comprised of Douglas Hurst (Chair), Vijay Mehta, and Raymond Threlkeld, all of whom are “financially literate” and “independent” as defined in National Instrument 52-110 – *Audit Committees* (“NI 52-110”).

The Audit Committee provides assistance to the Board in fulfilling its obligations relating to the integrity of the internal financial controls and financial reporting of the Company. The external auditors of the Company report directly to the Audit Committee. The Audit Committee’s primary duties and responsibilities include: (i) reviewing and reporting to the Board on the annual audited financial statements (including the auditor’s report thereon) and unaudited interim financial statements and any related management’s discussion and analysis, if any, and other financial disclosure related thereto that may be required to be reviewed by the Audit Committee pursuant to applicable legal and regulatory requirements; (ii) reviewing material changes in accounting policies and significant changes in accounting practices and their impact on the financial statements; (iii) overseeing the audit function, including engaging in required discussions with the Company’s external auditor and reviewing a summary of the annual audit plan at least annually, overseeing the independence of the Company’s external auditor, overseeing the Company’s internal auditor, and pre-approving any non-audit services to the Company; (iv) reviewing and discussing with management the appointment of key financial executives and recommending qualified candidates to the Board; (v) reviewing with management and the Company’s external auditors, at least annually, the integrity of the internal controls over financial reporting and disclosure; (vi) reviewing management reports related to legal or compliance matters that may have a material impact on the Company and the effectiveness of the Company’s compliance policies; and (vii) establishing whistleblowing procedures and investigating any complaints or concerns it deems necessary.

The full text of the Audit Committee Charter is attached as Schedule “D”. For additional information regarding the audit committee, please refer to the Company’s Amended and Restated Annual Information Form, dated June 30, 2022, under the heading “*Directors and Officers – Audit Committee*” which can be found on SEDAR at www.sedar.com.

Composition of the Audit Committee

Each member of the Audit Committee has adequate education and experience that is relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that have provided the member with:

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

Relevant Education and Experience

Douglas Hurst

Mr. Hurst has over 30 years of experience in the mining and natural resource industries having acted as geologist, consultant, mining analyst, senior executive and board member. Mr. Hurst was previously a mining analyst with McDermid St. Lawrence Securities Ltd., and Sprott Securities Inc., and a contract analyst to Pacific International Securities Inc., and Octagon Capital Corporation. He was a founding executive of International

Royalty Corporation, which was purchased by Royal Gold, Inc. for \$700 million. Recently, Mr. Hurst was one of the founders of Newmarket Gold Inc., which was purchased for approximately \$1 billion by Kirkland Lake Gold Ltd. in November 2016. Mr. Hurst holds a Bachelor of Science in Geology from McMaster University (1986). Based on his experience, Mr. Hurst has an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge his duties as an Audit Committee member.

Vijay Mehta

Mr. Mehta graduated summa cum laude from the University of Pennsylvania's Huntsman Program and earned an MBA from the Harvard Business School, where he was named a Baker Scholar. Mr. Mehta is a co-founder of Arkview Capital, a private equity fund that invests in diversity-oriented companies, where he is directly involved in compensation decisions. Prior to founding Arkview, Mr. Mehta was a Managing Director and member of the Investment Committee at Ziff Brothers Investments with broad responsibilities across the investment portfolio and also worked at private equity fund, Texas Pacific Group and investment bank, Morgan Stanley. Based on his experience, Mr. Mehta has an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge his duties as an Audit Committee member.

Raymond Threlkeld

Mr. Threlkeld has over 40 years of extensive technical expertise managing teams through exploration, reserve estimates, feasibility studies, and construction, leading several operations through to production including Cowal Gold Mine, Australia; Veledaro, Argentina; Lagunas Norte & Pierina, Peru; and Bulyanhulu, Tanzania. The Pierina Mine produced over 8 million ounces of gold in a 20-year period and launched Barrick Gold to the top of the South American mining industry. In senior executive positions with Barrick Gold, Western Goldfields, Newmarket Gold, Inc., and Rainy River Resources, among others, Mr. Threlkeld has been involved in the acquisition of more than \$1 billion in assets, managed an estimated \$1.4 billion in construction spending, and created billions in shareholder value. As Chairman of Newmarket Gold, Inc., the team sold the company for more than \$1 billion in 2016. The sale of Newmarket Gold created over \$4 billion in value for Newmarket shareholders from an initial acquisition cost of \$25 million. In addition, Mr. Threlkeld was a director and Audit Committee member for Kirkland Lake Gold from 2016 to 2020. Based on his experience, Mr. Threlkeld has an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge his duties as an Audit Committee member.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Pre-approval Policies and Procedures

The Audit Committee mandate requires that the Audit Committee pre-approve any retainer of the auditor of the Company to perform any non-audit services to the Company that it deems advisable in accordance with applicable legal and regulatory requirements and policies and procedures of the Board. The Audit Committee is permitted to delegate pre-approval authority to one of its members; however, the decision of any member of the Audit Committee to whom such authority has been delegated must be presented to the full Audit Committee at its next scheduled meeting.

External Auditor Service Fees (by Category)

The fees billed by the Company’s external auditors in each of the last two fiscal years for audit and non-audit related services provided to the Company or its subsidiaries (if any) were as follows:

Financial Year Ending	Audit Fees	Audit-Related Fees ⁽¹⁾	Tax Fees ⁽²⁾	All Other Fees ⁽³⁾
December 31, 2021	\$55,000	\$111,300	\$8,000	\$9,000
December 31, 2020	\$170,000	\$42,800	\$Nil	\$Nil

⁽¹⁾Fees charged for assurance and related services that are reasonably related to the performance of an audit, and not included under Audit Fees.

⁽²⁾Fees charged for tax compliance, tax advice and tax planning services.

⁽³⁾Fees for services other than disclosed in any other column.

On October 9, 2020, New Found appointed Deloitte LLP as the auditor of the Company. At the request of the Company, DNTW Toronto LLP resigned as the auditor of the Company. There were no reservations in DNTW Toronto LLP’s audit reports for the fiscal year ended December 31, 2019, and there are no reportable events, as such term is defined in National Instrument 51-102, between New Found and DNTW Toronto LLP. New Found filed the required reporting package in accordance with National Instrument 51-102 on October 14, 2020.

On October 28, 2020, New Found appointed Crowe MacKay LLP as the auditor of the Company. At the request of the Company, Deloitte LLP resigned as the auditor of the Company. There were no reportable events, as such term is defined in National Instrument 51-102, between New Found and Deloitte LLP. New Found filed the required reporting package in accordance with National Instrument 51-102 on November 10, 2020.

Interest of Informed Persons in Material Transactions

Except as disclosed in this Information Circular, to the knowledge of the Company, no director or executive officer, proposed nominee for election as a director or officer of the Company, or person or company that beneficially owns, or controls and directs, directly or indirectly, more than 10 percent of the any class or series of the voting securities of the Company, or any associate or affiliate of the foregoing, have had any material interest, direct or indirect, in any transaction since the commencement of the Company’s most recently completed financing year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

Interest of Certain Persons in Matters to be Acted Upon

No person who has been a director or an executive officer of the Company at any time since the beginning of the Company’s last financial year, no proposed nominee of management of the Company for election as a director of the Company, and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in the matters to be acted upon at the Meeting other than the election of directors or the approval of the Amended Plan.

Other Matters

It is not known whether any other matters will come before the Meeting other than those set forth above and in the Notice of Meeting, but if any other matters do arise, the persons named in the proxy intend to vote on any poll, in accordance with their best judgment, exercising discretionary authority with respect to amendments or variations of matters set out in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment.

Additional Information

Additional information relating to the Company is on SEDAR at www.sedar.com or on the Company's website at <http://www.newfoundgold.ca>. Shareholders may contact the Company to request copies of financial statements and MD&A as follows:

By phone: 845-535-1486
By email: contact@newfoundgold.ca

Financial information as at December 31, 2021 is provided in the Company's audited annual consolidated financial statements and MD&A for its most recently completed financial year, filed on SEDAR.

DATED November 3, 2022

"Collin Kettell"

Collin Kettell
Chief Executive Officer and Director

Schedule “A” – Board Mandate

NEW FOUND GOLD CORP. (the “Company”)
BOARD OF DIRECTORS MANDATE

1. PURPOSE

The members of the Board of Directors (the “**Board**”) have the duty to supervise the management of the business and affairs of New Found Gold Corp. (the “**Company**”). The Board, directly and through its committees and the Chair of the Board (the “**Chair**”), shall provide direction to senior management, generally through the Chief Executive Officer, to pursue the best interests of the Company.

2. DUTIES AND RESPONSIBILITIES

The Board shall have the specific duties and responsibilities outlined below.

Strategic Planning**Strategic Plans**

The Board will adopt a strategic plan for the Company. The Board shall review and, if advisable, approve the Company’s strategic planning process and the Company’s annual strategic plan. In discharging this responsibility, the Board shall review the plan in light of management’s assessment of emerging trends, the competitive environment, the opportunities for the business of the Company, risk issues, and significant business practices and products.

Business and Capital Plans

The Board shall review and, if advisable, approve the Company’s annual business and capital plans as well as policies and processes generated by management relating to the authorization of major investments and significant allocation of capital.

Monitoring

The Board shall review management’s implementation of the Company’s strategic, business and capital plans. The Board shall review and, if advisable, approve any material amendments to, or variances from, these plans.

Risk Management**General**

The Board shall review reports provided by management of principal risks associated with the Company’s business and operations, review the implementation by management of appropriate systems to manage these risks, and review reports by management relating to the operation of, and any material deficiencies in, these systems.

Verification of Controls

The Board shall verify that internal, financial, non-financial and business control and management information systems have been established by management.

Human Resource Management**General**

At least annually, the Board shall review a report of the Compensation Committee concerning the Company’s approach to human resource management and recommendations for executive compensation.

Succession Review

At least annually, the Board shall review the succession plans of the Company for the Chair, the Lead Director (if applicable), the Chief Executive Officer and other executive officers, including the appointment, training and monitoring of such persons.

Integrity of Senior Management

The Board shall, to the extent feasible, satisfy itself as to the integrity of the Chief Executive Officer and other executive officers of the Company and that the Chief Executive Officer and other senior officers strive to create a culture of integrity throughout the Company.

Corporate Governance

General

At least annually, the Board shall review a report of the Nominating and Corporate Governance Committee concerning the Company's approach to corporate governance.

Director Independence

At least annually, the Board shall review a report of the Nominating and Corporate Governance Committee that evaluates the director independence standards established by the Board and the Board's ability to act independently from management in fulfilling its duties.

Ethics Reporting

The Board has adopted a written Code of Business Conduct and Ethics (the "**Code**") applicable to directors, officers and employees of the Company. At least annually, the Board shall review the report of the Nominating and Corporate Governance Committee relating to compliance with, or material deficiencies from, the Code and approve changes it considers appropriate. The Board shall review reports from the Nominating and Corporate Governance Committee concerning investigations and any resolutions of complaints received under the Code.

Board of Directors Mandate Review

At least annually, the Board shall review and assess the adequacy of this Mandate to ensure compliance with any rules of regulations promulgated by any regulatory body and approve any modifications to this Mandate as considered advisable.

Communications

Shareholders

The Company endeavors to keep its shareholders informed of its progress through quarterly interim reports, periodic press releases and investor presentations. Directors and management shall meet with the Company's shareholders at the annual general meeting and shall be available to respond to questions at that time.

3. COMPOSITION

General

The composition and organization of the Board, including: the number, qualifications and remuneration of directors; the number of Board meetings; quorum requirements; meeting procedures and notices of meetings shall comply with the requirements of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), the *Securities Act* (British Columbia) (the "**Act**"), the rules, regulations and guidelines of all applicable securities regulatory authorities and stock exchanges on which the Company's securities are listed, including the TSX Venture Exchange (collectively, "**Applicable Laws**") and the articles of the Company, subject to any exemptions or relief that may be granted from such requirements.

Each director must have an understanding of the Company's principal operational and financial objectives, plans and strategies, and financial position and performance. Directors must have sufficient time to carry out their duties and not assume responsibilities that would materially interfere with, or be incompatible with, Board

membership. Directors who experience a significant change in their personal circumstances, including a change in their principal occupation, are expected to advise the chair of the Nominating and Corporate Governance Committee.

Chair of the Board

The Chair shall be an independent director unless the Board determines that it is in the best interest of the Company to have a non-independent Chair. “Independent” shall have the meaning, as the context requires, given to it in National Policy 58-201 *Corporate Governance Guidelines*, as may be amended from time to time. If the Chair is not independent, then the independent directors shall select a director who will act as “Lead Director” and who will assume responsibility for providing leadership to enhance the effectiveness and independence of the Board. The Chair, if independent, or the Lead Director if the Chair is not independent, shall act as the effective leader of the Board and ensure that the Board’s agenda will enable it to successfully carry out its duties.

Appointment of the Chair

The Chair shall be appointed annually by the Board and shall have such skills and abilities appropriate to the appointment of the Chair as shall be determined by the Board. Where a vacancy occurs at any time in the position of the Chair, it shall be filled by the Board. The Board may remove and replace the Chair at any time.

Duties

The Chair, with the assistance of the Lead Director (if one is appointed from time to time), is accountable to the Board and shall have the duties of a member of the Board (a “**Member**”) as set out in Applicable Laws and in the Company’s constituting documents. The Chair, with the assistance of the Lead Director (if one is appointed from time to time), is responsible for the management, development and effective performance of the Board and leads the Board to fulfill its duties as required by Applicable Laws. In particular, the Chair (or Lead Director) shall:

- (a) organize the Board to function independently of management;
- (b) promote ethical and responsible decision making, appropriate oversight of management, and best practices in corporate governance;
- (c) make sure the Board has the opportunity to meet without members of management present on an as-needed basis;
- (d) determine, in consultation with the Board and management, the time and places of the meetings of the Board and of the annual meeting of shareholders;
- (e) manage the affairs of the Board, including that the Board is organized properly, functions effectively and meets its obligations and responsibilities;
- (f) co-ordinate with management matters to be considered by the Board are properly presented and given the appropriate opportunity for discussion;
- (g) provide advice, counsel, and mentorship to other Members, the CEO, and other Senior Executives;
- (h) preside as chair of each meeting of the Board;
- (i) preside as chair of each meeting of the shareholders of the Company;
- (j) communicate with all Members to co-ordinate their input, encourage their accountability, and provide for the effectiveness of the Board and its Committees as well as to keep Members up to date on all major developments concerning the Company; and
- (k) review to determine if the Company, and where appropriate the Board, is adequately represented at official functions and meetings with major shareholder groups, other stakeholders, financial analysts, media and the investment community.

In addition, the Lead Director, if one is appointed from time to time, will be responsible for the following:

- (a) reviewing items of importance for consideration by the independent directors and setting the agenda for in camera sessions of the independent directors;
- (b) presiding over meetings of the directors at which the Chair is not present and in camera sessions of the independent directors, and apprising the Chair of the issues considered;
- (c) encouraging free and open discussion at in camera sessions of the independent directors;
- (d) serving as liaison between the independent directors and the Chair;
- (e) being available for consultation and direct communication with the Company's shareholders as appropriate;
- (f) together with the Chair of the Board and the Chair of the Corporate Governance and Nominating Committee, providing feedback to directors regarding their performance; and
- (g) performing such other duties as the Board may delegate to the Lead Director from time to time.

4. COMMITTEES OF THE BOARD

The Board has established the following committees: the Compensation Committee, the Audit Committee, and the Nominating and Corporate Governance Committee. Subject to applicable law, the Board may establish other Board committees or merge or dispose of any Board committee.

Committee Mandates

The Board has approved mandates for each Board committee and shall approve mandates for each new Board committee. Each mandate shall be reviewed by the Nominating and Corporate Governance Committee and any suggested amendments brought to the Board for consideration and approval.

Delegation to Committees

The Board has delegated to the applicable committee those duties and responsibilities set out in each committee's mandate.

Consideration of Committee Recommendations

As required by applicable law, by applicable committee mandate or as the Board may consider advisable, the Board shall consider for approval the specific matters delegated for review to Board committees.

Board/Committee Communication

To facilitate communication between the Board and each Board committee, each committee chair shall provide a report to the Board on material matters considered by the committee at the first Board meeting after the committee's meeting.

Committee Chairs

Appointment

The chair of each Committee shall be appointed annually by the Board. Where a vacancy occurs at any time in the position of a Committee chair, it shall be filled by the Board. The Board may remove and replace a Committee chair at any time.

Duties

- (a) The chair of a Committee shall lead and oversee the Committee so as to fulfill its mandate. In particular, the Committee chair shall:
- (b) organize the Committee to function independently of management;

- (c) provide the Committee the opportunity to meet on an as-needed basis without members of management present;
- (d) determine, in consultation with the Committee and management, the time and places of the meetings of the Committee;
- (e) manage the affairs of the Committee so that it is organized properly, functions effectively, and meets its obligations and responsibilities;
- (f) co-ordinate with management matters to be considered by the Committee are properly presented and given the appropriate opportunity for discussion;
- (g) provide advice and counsel to the CEO and other Senior Executives in the areas covered by the Committee's mandate;
- (h) preside as chair of each meeting of the Committee; and
- (i) communicate with all members of the Committee to co-ordinate their input, encourage their accountability, and provide for the effectiveness of the Committee.

5. MEETINGS

The Board will meet at least once in each quarter, with additional meetings held as deemed advisable. The Chair is primarily responsible for the agenda and for supervising the conduct of the meeting. Any director may propose the inclusion of items on the agenda, request the presence of, or a report by any member of senior management, or at any Board meeting raise subjects that are not on the agenda for that meeting.

Meetings of the Board shall be conducted in accordance with the Company's articles.

Secretary and Minutes

The Corporate Secretary, his or her designate or any other person the Board requests shall act as secretary of Board meetings. Minutes of Board meetings shall be recorded and maintained by the Corporate Secretary and subsequently presented to the Board for approval.

Meetings Without Management

The independent members of the Board shall hold regularly scheduled meetings, or portions of regularly scheduled meetings, at which non-independent directors and members of management are not present.

Directors' Responsibilities

Each director is expected to attend all meetings of the Board and any committee of which he or she is a member. Directors will be expected to have read and considered the materials sent to them in advance of each meeting and to actively participate in the meetings.

Access to Management and Outside Advisors

The Board shall have unrestricted access to management and employees of the Company. The Board shall have the authority to retain and terminate external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities and to set and pay the respective reasonable compensation of these advisors without consulting or obtaining the approval of any officer of the Company. The Company shall provide appropriate funding, as determined by the Board, for the services of these advisors.

Service on Other Boards and Audit Committee

Directors may serve on the boards of other public companies so long as these commitments do not materially interfere and are compatible with their ability to fulfill their duties as a member of the Board. Directors must advise the Chair in advance of accepting an invitation to serve on the board of another public company.

6. MANAGEMENT

Position Descriptions for Directors

The Board will approve position descriptions for the Chair, the Lead Director (if applicable) and the chair of each Board committee. At least annually, the Board shall review such position descriptions.

Position Description for CEO

The Board will approve a position description for the Chief Executive Officer, which includes delineating management’s responsibilities. The Board has also approved the corporate goals and objectives that the Chief Executive Officer has responsibility for meeting. At least annually, the Board shall review a report of the Compensation Committee reviewing this position description and such corporate goals and objectives.

7. DIRECTOR DEVELOPMENT AND EVALUATION

Each new director shall participate in the Company’s initial orientation program and each director shall participate in the Company’s continuing director development programs. The Board shall review the Company’s initial orientation program and continuing director development programs.

8. NO RIGHTS CREATED

This Mandate is a statement of broad policies and is intended as a component of the flexible governance framework within which the Board, assisted by its committees, directs the affairs of the Company. While it should be interpreted in the context of all applicable laws, regulations and listing requirements, as well as in the context of the Company’s articles, it is not intended to establish any legally binding obligations.

Adopted: June 22, 2020
 Revised date: December 7, 2021
 Approved by: Board of Directors

Schedule “B” – Stock Option Plan

NEW FOUND GOLD CORP.

2022 AMENDED AND RESTATED STOCK OPTION PLAN

NEW FOUND GOLD CORP.

2022 AMENDED AND RESTATED STOCK OPTION PLAN

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

As used herein, unless anything in the subject matter or context is inconsistent therewith, the following terms shall have the meanings set forth below:

“**Acceleration Event**” has the meaning as set out in Section 3.9(b);

“**Administrator**” means the Board or such director or other senior officer or employee of the Company as may be designated as Administrator by the Board from time to time;

“**Affiliate**” means an affiliate of the Company within the meaning of Section 1.3 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as may be amended or replaced from time to time.

“**Award Date**” means, in respect of a particular Option, the date on which the Board grants the Option;

“**Blackout Period**” means an interval of time during which the Company has determined, in accordance with its insider-trading policy, that one or more Plan participants may not exercise an Option or sell Shares of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with the Company’s insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);

“**Board**” means the board of directors of the Company;

“**Company**” means New Found Gold Corp. and any subsidiary thereof, as the context may require;

“**Consultant**” means any individual, corporation, incorporated association or organization, body corporate, partnership, trust, association, or any other entity other than an individual who:

- (a) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Company or any of its subsidiaries other than services provided in relation to a “distribution” (as defined in the Securities Act (British Columbia));
- (b) provides the services under a written contract with the Company or any of its subsidiaries; and
- (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the or any of its subsidiaries.

“**Director**” means a director, senior officer and Management Company Employees of the Company or a subsidiary of the Company;

“**Discounted Market Price**” means the last closing price of the Shares before the date of the Option grant (less the applicable discount), unless in accordance with the policies of the Exchange, the Company issues a news release to fix the Exercise Price.

“**Employee**” means (i) an individual considered an employee under the *Income Tax Act*, Canada (and for whom income tax, employment insurance and CPP deductions must be made at source); (ii) an individual who works full-time for the Company or any of its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or (iii) an individual who works for the Company or any of its subsidiaries on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source;

“**Exchange**” means the TSX Venture Exchange or any other Canadian stock exchange on which the Shares are listed;

“**Exchange Hold Period**” has the meaning ascribed thereto in Policy 1.1 of the policy manual of the Exchange;

“**Exercise Notice**” means the notice respecting the exercise of an Option, in the form set out as Schedule “A” hereto, duly executed by the Option Holder;

“**Exercise Period**” means the period during which a particular Option may be exercised, being the period from and including the Award Date through to and including the Expiry Date;

“**Exercise Price**” means the price at which an Option may be exercised as determined in accordance with section 3.7;

“**Expiry Date**” means the date determined in accordance with section 3.3 and after which a particular Option cannot be exercised;

“**Fair Market Value**” means, with respect to any particular date, the volume weighted average trading price of the Shares on the Exchange for the five trading days immediately preceding the relevant date (or on any such other stock exchange, inter-dealer quotation network or other organized trading facility on which the Shares trade or are quoted from time to time). If the Shares are suspended from trading or have not traded on the Exchange or another stock exchange, inter-dealer quotation network or other organized trading facility for an extended period, the Fair Market Value will be the fair market value of the Shares as determined by the Board in its sole discretion acting in good faith;

“**Insider**” means a Director, a director or senior officer of a company that is an Insider or subsidiary of the Company, or a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Company;

“**Investor Relations Activities**” has the meaning ascribed thereto in the Exchange’s Corporate Finance Manual;

“**Investor Relations Service Provider**” includes any Consultant that performs Investor Relations Activities and any Director, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

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

“**Option**” or “**Options**” means an option to acquire Shares, awarded to a Director, Employee or Consultant pursuant to the Plan;

“**Option Agreement**” means the written agreement between the Company and an Option Holder giving effect to an award of Options;

“**Option Holder**” means a current or former Director, Employee or Consultant who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person;

“**person**” means any individual, partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, trust, trustee, executor, administrator, or other legal personal representatives, regulatory body or agency, government or governmental agency, authority or entity howsoever designated or constituted;

“**Personal Representative**” means (i) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and (ii) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder;

“**Plan**” means this stock option plan, as it may be amended from time to time;

“**Securities Act**” means the *Securities Act* (British Columbia), as it may be amended from time to time;

“**Share**” or “**Shares**” means, as the case may be, one or more common shares in the capital of the Company;

“**Share Issuance Date**” has the meaning as set out in Section 4.3; and

“**subsidiary**” has the meaning ascribed to that term in the *Securities Act*.

1.2 CHOICE OF LAW

The Plan is established under, and the provisions of the Plan shall be interpreted and construed solely in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.3 HEADINGS

The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

1.4 AMENDED AND RESTATED

This Plan amends and restates in its entirety, as of [●], 2022, the 2020 stock option plan of the Company, approved by the Company’s shareholders in June 2020 (the “**Original Plan**”). Any reference to “Plan” or “Palisades Resource Corp. 2017 Stock Option Plan” in the Original Plan and any document delivered in connection therewith, or pursuant thereto, will mean this Plan, as amended and restated hereby.

ARTICLE II PURPOSE AND PARTICIPATION

2.1 PURPOSE

The purpose of the Plan is to provide the Company with an equity-based mechanism to attract, retain and motivate Directors, Employees and Consultants, to reward them by the grant of Options under the Plan from time to time for their contributions toward the long term goals of the Company and to enable and encourage them to acquire Shares as long term investments.

This Plan amends and restates in its entirety, as of [●] 2022, the 2020 stock option plan of the Company, approved by the Company's shareholders in January 2017 as amended and restated on June 17, 2020 and approved by shareholders on June 20, 2020. Any reference to "Plan" or "Palisades Resource Corp. 2017 Stock Option Plan" in the Original Plan and any document delivered in connection therewith, or pursuant thereto, will mean this Plan, as amended and restated hereby.

2.2 PARTICIPATION

The Board shall, from time to time, in its sole discretion, determine those Directors, Employees and Consultants, if any, to whom Options are to be awarded and, subject to section 3.2 and 3.5, the number of Options so awarded. For greater certainty, it is the responsibility of the Company and the Option Holder to ensure and confirm that the Option Holder is a *bona fide* Director, Employee or Consultant, as the case may be. In determining the number of Options to be awarded to participant under the Plan, the Board may take into account the following criteria:

- (a) the person's remuneration as at the Award Date in relation to the total remuneration payable by the Company to all of its Employees and Consultants as at the Award Date;
- (b) the length of time that the person has provided services to the Company; and
- (c) the nature and quality of work performed by the person.

Options awarded to a Director, Employee or Consultant pursuant to the Plan may, at the request of such Director, Employee or Consultant, be granted to a corporation, incorporated association or organization, body corporate, partnership, trust, association or any other entity other than an individual that is wholly-owned by such Director, Employee or Consultant.

2.3 DOCUMENTATION

Upon first receiving an award of Options under the Plan, the Administrator shall provide a copy of the Plan to each Option Holder. Thereafter, a copy of any amendment to the Plan shall be promptly provided by the Administrator to each Option Holder.

Each Option awarded under the Plan shall be embodied in an Option Agreement which shall give effect to the provisions of the Plan.

2.4 PARTICIPATION VOLUNTARY

The participation of any Director, Employee or Consultant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring any rights or privileges, other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment, appointment or engagement to provide services, or constitute a commitment on the part of the Company to continued employment, appointment or engagement to provide services, and neither the Plan nor

any grant of Options under the Plan shall be construed as granting an Option Holder a right to be retained as an Employee or a Consultant or a claim or right to any future grant of options under the Plan. Neither the Plan nor any action taken hereunder shall interfere with the right of the Company to terminate the employment, appointment or provision of services of such Option Holder at any time. The payment of any sum of money in cash in lieu of notice of termination of employment, appointment or provision of services shall not be considered as extending the period of employment, appointment or the provision of services for the purposes of the Plan.

ARTICLE III TERMS AND CONDITIONS OF OPTIONS

3.1 BOARD TO ALLOT SHARES

The Shares to be issued to Option Holders upon the exercise of Options shall be allotted and authorized for issuance by the Board prior to the exercise thereof.

3.2 NUMBER OF SHARES

The maximum number of Shares issuable under the Plan shall not exceed 10% of the number of Shares issued and outstanding as of each Award Date. Notwithstanding the foregoing, the number of Shares underlying Options that have been cancelled, that have expired without being exercised in full, and that have been issued upon exercise of Options shall not reduce the number of Shares issuable under the Plan and shall again be available for issuance hereunder.

3.3 TERM OF OPTION

Subject to sections 3.4 and 3.6, the Expiry Date of an Option shall be the date so fixed by the Board at the time the particular Option is awarded, provided that such date shall not be later than the tenth anniversary of the Award Date of the Option.

3.4 EXTENSION OF OPTIONS EXPIRING DURING BLACKOUT PERIOD

Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) business days following the expiration of a Blackout Period, such Expiry Date shall be automatically extended without any further act or formality to that day which is the tenth (10th) business day after the end of the Blackout Period, such tenth business day to be considered the Expiry Date for such Option for all purposes under the Plan.

3.5 LIMITATIONS

The maximum number of Shares which may be issuable, at any time, to Insiders under the Plan, together with any other share-based compensation arrangements of the Company, shall be 10% of the total number of Shares issued and outstanding. The maximum number of Shares which may be issued, within any one-year period, to Insiders under the Plan, together with any other Share-based compensation arrangements of the Company, shall be 10% of the total number of Shares issued and outstanding.

The maximum number of Shares which may be issuable, to any one individual in any twelve-month period shall not exceed 5% of the issued and outstanding Shares of the Company at the Award Date or Share Issuance Date, as defined below, unless the Company has obtained disinterested shareholder approval as required by the Exchange).

The maximum number of Shares which may be issuable, to any one Consultant of the Company in any twelve-month period shall not exceed 2% of the issued and outstanding Shares of the Company at the Award Date or Share Issuance Date unless consent is obtained from the Exchange.

The maximum number of Shares which may be issuable to all persons retained by the Company to provide Investor Relations Activities shall not exceed 2% of the issued and outstanding Shares of the Company, in any twelve-month period, calculated at the Award Date unless consent is obtained from the Exchange. Options granted to persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months from the Award Date, such that: (i) no more than one quarter of the Options vest no sooner than three months after the Award Date; (ii) no more than another one quarter of the Options vest no sooner than six months after the Award Date; (iii) no more than another one quarter of the Options vest no sooner than nine months after the Award Date; and (iv) the remainder of the Options vest no sooner than 12 months after the Award Date.

3.6 TERMINATION OF OPTION

An Option Holder may exercise an Option, in whole or in part, at any time and from time to time during the Exercise Period, provided that, with respect to the exercise of part of an Option, the Board may at any time and from time to time fix limits, vesting requirements or restrictions in respect of which an Option Holder may exercise part of any Option held by the Option Holder. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no further force and effect as of 5:00 p.m. (Vancouver time) on the Expiry Date. Unless otherwise determined by the Board (but subject to the ten-year limit set forth in section 3.3), the Expiry Date of an Option shall be the earlier of the date so fixed by the Board on the Award Date referred to in section 3.3 above, and the date established, if applicable, in subsections (a) and (b) below.

- (a) Death. In the event that an Option Holder should die while he or she is still a Director, Employee or Consultant, as the case may be, the Expiry Date shall be 12 months from the date of death of the Option Holder.
- (b) Cessation of Service or Employment. In the event that an Option Holder ceases to be a Director, Employee or Consultant of the Company other than by reason of death, the Expiry Date of the Option shall be the 90th day following the date the Option Holder ceases to be a Director, Employee or Consultant (such date that the Option Holder ceases to be a Director, Employee or Consultant, the “**Termination Date**”), unless the Option Holder ceases to be such as a result of termination for cause, in which case the Expiry Date shall be the Termination Date, or such longer period (up to a maximum of 12 months) or shorter period as determined by the Board.

For the purposes of this section 3.6, the date on which an Option Holder ceases to be a Director, Employee or Consultant, as the case may be, is deemed to be the date of resignation or notice of termination of the Option Holder’s service or employment, as the case may be. Furthermore, an unvested Option (or any portion thereof) which vests on or after the Termination Date (or date of death, if applicable) but prior to the Expiry Date, in the circumstances set forth in clauses (a) and (b) above, other than as a result of termination for cause or resignation, shall be exercisable by the Option Holder (or the Option Holder’s Personal Representative, in the event of the death of the Option Holder) until the Expiry Date. An unvested Option (or any portion thereof) held by an Option Holder who ceases to be a Director, Employee or Consultant, as the case may be, as a result of termination for cause or resignation, shall cease to vest and shall terminate and be of no further force and effect as at the Termination Date.

- (c) Ceasing to Perform Investor Relations Activities. Notwithstanding paragraph (b) immediately above, in the event that the Option Holder holds his or her Option as an Employee or Consultant retained by the Company to provide Investor Relations Activities, and such Option Holder ceases to be an Employee or Consultant of the Company other than by reason of death,

the Expiry Date shall be the date such Option Holder ceases to be an Employee or Consultant of the Company.

For greater certainty, this section 3.6 shall still apply in the event of that the Option Holder dies or ceases to otherwise be a Director, Employee or Consultant, as the case may be.

3.7 EXERCISE PRICE

The Exercise Price shall be that price per Share, as determined by the Board in its sole discretion, at which an Option Holder may purchase a Share upon the exercise of an Option, provided that, if the Shares are listed for trading on the Exchange, the Exercise Price shall not be less than Discounted Market Price (or, if the Shares are not listed for trading on the Exchange, then the permissible discounted market price on such other exchange or quotation system on which the Shares are then listed or quoted for trading) or such other price as may be required or permitted by the Exchange from time to time. If the Shares are listed on the Exchange and on one or more other exchanges, the Exercise Price must be calculated based upon the applicable closing price or average price of the Shares, as applicable, on the exchange on which the majority of the trading volume of the Shares occurs, subject to the policies of the Exchange.

3.8 ASSIGNMENT OF OPTIONS

Options may not be assigned or transferred, provided however that the Personal Representatives of an Option Holder may, to the extent permitted by section 4.1, exercise the Option within the Exercise Period.

3.9 ADJUSTMENTS AND CHANGE OF CONTROL

- (a) If at any time while an Option remains unexercised with respect to any Shares underlying the Option, the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for (any of the foregoing events, a “**Share Capital Event**”), the Option, to the extent that it has not been exercised, shall be adjusted by the Board in accordance with such Share Capital Event in the manner the Board in its sole discretion deems appropriate. No fractional shares shall be issued upon the exercise of the Options and accordingly, if as a result of the Share Capital Event, an Option Holder would become entitled to a fractional share, such Option Holder shall have the right to purchase only the next lowest whole number of shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded. Additionally, no lots of Shares in an amount less than 100 Shares shall be issued upon the exercise of the Options unless such amount of Shares represents the balance left to be exercised under the Options.
- (b) If at any time when an Option remains unexercised with respect to any Shares underlying the Option:
 - (i) the Company seeks approval from its shareholders for a transaction which, if completed, would constitute an Acceleration Event; or
 - (ii) a third party makes a bona fide formal offer or proposal to the Company or its shareholders which, if accepted, would constitute an Acceleration Event;

the Company shall notify the Option Holder in writing of such transaction, offer or proposal as soon as practicable and: (i) the Board may permit the Option Holder to exercise the Option, as to all or any of the Shares in respect of which such Option has not previously been exercised (regardless of any vesting restrictions), during the period specified in the notice (but in no event later than the Expiry Date of the Option), so that the Option Holder may participate in

such transaction, offer or proposal; and (ii) the Board may require the acceleration of the time for the exercise of the Option and of the time for the fulfilment of any conditions or restrictions on such exercise. Any proposed acceleration of vesting provisions is subject to the policies and necessary approvals of the Exchange, if applicable.

For the purposes of this Plan, an Acceleration Event means:

- (i) the acquisition by any person or any persons acting jointly or in concert, directly or indirectly, of beneficial ownership of more than 50% of the outstanding voting securities of the Company, by means of a take-over bid or otherwise;
 - (ii) any plan of arrangement, amalgamation, consolidation, merger or other business combination of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company would be converted into cash, securities or other property, other than a merger of the Company in which shareholders immediately prior to the merger have the same proportionate ownership of stock of the surviving corporation immediately after the merger;
 - (iii) any sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company;
 - (iv) the approval by the shareholders of the Company of any plan of liquidation or dissolution of the Company; or
 - (v) any other transaction that is deemed to be an “Acceleration Event” for the purposes of this Plan by the Board in its sole discretion.
- (c) Notwithstanding any other provision of this Plan or the terms of any Option, other than Options issued to an Investor Relations Service Provider, if at any time when an Option remains unexercised with respect to any Shares underlying the Option the Company completes any transaction which constitutes an Acceleration Event, all outstanding unvested Options shall automatically vest. Any adjustment to an Option, other than in connection with a security consolidation or security split, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization, or acceleration of the vesting provisions of Options issued to any Investor Relations Service Provider, will be subject to prior Exchange acceptance.

3.10 EXERCISE RESTRICTIONS

The Board may, at the time an Option is awarded or upon renegotiation of the same, attach restrictions relating to the exercise of the Option, including vesting provisions. Any such restrictions shall be recorded in the applicable Option Agreement.

ARTICLE IV EXERCISE OF OPTION

4.1 EXERCISE OF OPTION

An Option may be exercised only by the Option Holder or Personal Representative. An Option Holder or Personal Representative may exercise an Option in whole or in part, subject to any applicable exercise restrictions, at any time or from time to time during the Exercise Period up to 5:00 p.m. (Vancouver time) on the Expiry Date by delivering to the Administrator an Exercise Notice, the applicable Option Agreement and a

certified cheque or bank draft payable to the Company in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Option.

4.2 NET EXERCISE

Other than for an Option Holder who is a provider of Investor Relations Activities, in lieu of paying the aggregate Exercise Price to purchase Shares and subject to the provisions of the Plan and, upon prior approval of the Board or an Administrator on the instructions of the Board or such committee of the Board formed in respect of matters relating to the Plan, in their sole and absolute discretion, once an Option has vested and become exercisable an Option Holder may elect, in lieu of exercising such Option, to surrender such Option in exchange for the issuance of the number of Shares equal to the number determined by dividing (a) the difference between the Fair Market Value (calculated as at the date of settlement) and the Exercise Price of such Option by (b) the Fair Market Value (calculated as at the date of settlement).

An Option may be surrendered and disposed of pursuant to this Section 4.2 from time to time by delivery to the Company at its principal place of business: (a) an Exercise Notice specifying that the Option Holder has elected to effect such a net settlement of such Option and the number of Options to be exercised and (b) the payment of an amount for any tax withholding or remittance obligations of the Option Holder or the Company arising under applicable securities laws (or by entering into some other arrangement acceptable to the Company). The Company will not be required, upon the net settlement of any Options pursuant to this Section 4.2, to issue fractions of Shares or to distribute certificates which evidence fractional Shares. In the event the number of Shares to be issued upon the net settlement of an Option is a fraction, the Option Holder will receive the next lowest whole number of Shares and will not receive any other form of compensation (cash or otherwise) for the fractional interest.

4.3 ISSUE OF SHARE CERTIFICATES

As soon as practicable following the receipt of the Exercise Notice, the Administrator shall cause to be delivered to the Option Holder a certificate for the Shares so purchased (the “**Share Issuance Date**”). If the number of Shares so purchased is less than the number of Shares subject to the option certificate in the form as set out in Schedule A (the “**Option Certificate**”) surrendered, the Administrator shall forward a new Option Certificate to the Option Holder concurrently with delivery of the aforesaid share certificate for the balance of the Shares available under the Option.

4.4 CONDITION OF ISSUE

The issue of Shares by the Company pursuant to the exercise of an Option is subject to this Plan and compliance with the laws, rules and regulations of all regulatory bodies applicable to the issuance and distribution of such Shares and to the listing requirements of any stock exchange or exchanges on which the Shares may be listed. The Option Holder agrees to comply with all such laws, rules and regulations and agrees to furnish to the Company any information, report and/or undertakings required to comply with and to fully cooperate with the Company in complying with such laws, rules and regulations. The Company shall not be required to issue any Shares to an Option Holder pursuant to the exercise of Options if such issuance would violate the securities laws of any applicable jurisdiction.

ARTICLE V ADMINISTRATION

5.1 ADMINISTRATION

The Plan shall be administered by the Board, or an Administrator on the instructions of the Board or such committee of the Board formed in respect of matters relating to the Plan. The Board or such committee may

make, amend and repeal at any time and from time to time such regulations not inconsistent with this Plan as it may deem necessary or advisable for the proper administration and operation of this Plan and such regulations shall form part of this Plan. The Board may delegate to the Administrator or any Director, Employee or officer of the Company such administrative duties and powers as it may see fit.

5.2 WITHHOLDING TAXES

Subject to the policies of the Exchange, notwithstanding anything else in this Plan, the Company may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Company is required by any law or regulation of any governmental authority whatsoever to withhold in connection with the exercise of an Option including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of Shares to be issued under the Plan, until such time as the Option Holder has paid the Company for any amount which the Company is required to withhold with respect to such taxes or other amounts. Without limitation to the foregoing, the Board may adopt administrative rules under the Plan which provide for the sale of Shares (or a portion thereof) in the market upon the issuance of such Shares under the provisions of the Plan to satisfy withholding obligations under the Plan.

5.3 INTERPRETATION

The interpretation by the Board or its authorized committee of any of the provisions of this Plan and any determination by it pursuant thereto shall be final and conclusive and shall not be subject to any dispute by any Option Holder. No member of the Board or any person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination in connection with this Plan made or taken in good faith and each member of the Board and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

ARTICLE VI AMENDMENT AND TERMINATION

6.1 AMENDMENT

- (a) Subject to paragraphs (b) and (c) and any applicable regulatory approval, the Board may from time to time amend this Plan and the terms and conditions of any Option previously awarded or thereafter to be awarded and, without limiting the generality of the foregoing, may make such amendments for the purpose of complying with any changes in any relevant law, Exchange policy, rule or regulation applicable to this Plan, any Option or the Shares, or for any other purpose which the Board may deem desirable or necessary and may be permitted by all relevant laws, rules and regulations, provided always that any such amendment shall not materially impair any right of any Option Holder pursuant to any Option awarded prior to such amendment.
- (b) Notwithstanding any provisions to the contrary, the Board may only amend the provisions of this Plan relating to the following if the Board obtains the approval of the shareholders of the Company in respect thereof:
 - (i) persons eligible to be granted Options or issued Shares under this Plan;
 - (ii) the maximum number or percentage of Shares issuable upon exercise of Options available under this Plan;

- (iii) the limitations on grants of Options to any one person, Insiders, Consultants, or persons involved in Investor Relations Activities;
 - (iv) the method for determining the Exercise Price for Options;
 - (v) the maximum term of Options;
 - (vi) the expiry and termination provisions applicable to Options, including the addition of a Blackout Period;
 - (vii) the addition or deletion of a net exercise provision;
 - (viii) any amendment to this section 6.1.
- (c) Disinterested shareholders of the Company must approve any amendment to Options held by an Insider at the time of the amendment that would have the effect of decreasing the Exercise Price or the extension of the term of such Options.

6.2 SHAREHOLDER APPROVAL

This Plan must be approved by the Company's shareholders annually, at a duly called meeting of the shareholders.

6.3 EXCHANGE HOLD PERIODS AND RESALE RESTRICTIONS

If required by the policies of the Exchange, the certificate representing the Options and any certificate representing Shares issued upon the exercise of such Options (if exercised prior to the expiry of the Exchange Hold Period) will bear the following Exchange Hold Period legend:

“Without prior written approval of TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [*insert date that is four months and a day after the distribution date*].”

6.4 TERMINATION

The Board may terminate this Plan at any time provided that such termination shall not alter the terms or conditions of any Option or impair any right of any Option Holder pursuant to any Option awarded prior to the date of such termination and notwithstanding such termination, the Company, such Options and such Option Holders shall continue to be governed by the provisions of this Plan.

6.5 AGREEMENT

The Company and every person to whom an Option is awarded hereunder shall be bound by and subject to the terms and conditions of this Plan.

6.6 EFFECTIVE DATE

Subject to receipt of all applicable regulatory approvals, this Plan becomes effective on the date of its approval by the shareholders of the Company.

Schedule A

**NEW FOUND GOLD CORP.
STOCK OPTION PLAN**

OPTION CERTIFICATE

This certificate is issued pursuant to the provisions of the New Found Gold Corp. (the “**Company**”) Stock Option Plan (the “**Plan**”) and evidences that _____ (*Name of Optionee*) is the holder of an option (the “**Option**”) to purchase up _____ (*Number of Shares*) common shares (the “**Shares**”) in the capital stock of the Company at a purchase price of \$ _____ per Share. Subject to the provisions of the Plan:

- (a) the Award Date of this Option _____ (*insert date of grant*); and
- (b) the Expiry Date of this Option is _____ (*insert date of expiry*).

Additional Vesting or Other Restrictions: (*insert as applicable*)

This Option may be exercised in accordance with its terms at any time and from time to time from and including the Award Date through to and including up to 5:00 p.m. (Vancouver time) on the Expiry Date, by delivering to the Company an Exercise Notice, in the form provided in the Plan, together with this certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail.

Signed this _____ day of _____, 20____.

NEW FOUND GOLD CORP.

by its authorized signatory:

NAME: _____

TITLE: _____

Schedule B

EXERCISE NOTICE

To: The Administrator, Stock Option Plan
New Found Gold Corp. (the "Company")

The undersigned hereby irrevocably gives notice, pursuant to the Company's Stock Option Plan (the "Plan"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Shares; or
(b) _____ of the Shares, which are the subject of the Option Certificate attached hereto.

Calculation of total Exercise Price:

- (i) number of Shares to be acquired on exercise: _____ Shares
(ii) multiplied by the Exercise Price per Share: \$_____

TOTAL EXERCISE PRICE, enclosed herewith: \$_____

The undersigned tenders herewith a certified cheque or bank draft in an amount equal to the total Exercise Price of the aforesaid Shares, as calculated above, and directs the Company to issue the share certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address:

Three horizontal lines for providing the mailing address.

DATED the _____ day of _____, 20____.

Signature of Option Holder

Name of Option Holder (please print)

Schedule “C” – Stock Option Plan (Blacklined to last approved Stock Option Plan)

NEW FOUND GOLD CORP.

20202022 AMENDED AND RESTATED STOCK OPTION PLAN

NEW FOUND GOLD CORP.

~~2020~~2022 AMENDED AND RESTATED STOCK OPTION PLAN

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

As used herein, unless anything in the subject matter or context is inconsistent therewith, the following terms shall have the meanings set forth below:

“Acceleration Event” has the meaning as set out in Section 0;

“Administrator” means the Board or such director or other senior officer or employee of the Company as may be designated as Administrator by the Board from time to time;

“Affiliate” means an affiliate of the Company within the meaning of Section 1.3 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as may be amended or replaced from time to time.

“Award Date” means, in respect of a particular Option, the date on which the Board grants the Option;

“Blackout Period” means an interval of time during which the Company has determined, in accordance with its insider-trading policy, that one or more Plan participants may not exercise an Option or sell Shares of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with the Company’s insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);

“Board” means the board of directors of the Company;

“Company” means New Found Gold Corp. and any subsidiary thereof, as the context may require;

“Consultant” means any individual, corporation, incorporated association or organization, body corporate, partnership, trust, association, or any other entity other than an individual who:

- (a) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Company or any ~~Affiliate of the Company~~its subsidiaries other than services provided in relation to a “distribution” (as defined in the Securities Act (British Columbia));
- (b) provides the services under a written contract with the Company or any ~~Affiliate of the Company;~~its subsidiaries; and
- (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the ~~Company or any Affiliate of the Company;~~and its subsidiaries.

“Director” means a director, senior officer and Management Company Employees of the Company or a subsidiary of the Company;

~~has a relationship with the Company or any Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company or is otherwise permitted by applicable securities laws or regulations to be granted Options as a Consultant or as an equivalent thereof.~~

“**Discounted Market Price**” means the last closing price of the Shares before the date of the Option grant (less the applicable discount), unless in accordance with the policies of the Exchange, the Company issues a news release to fix the Exercise Price.

~~“**Director**” means a director, senior officer and Management Company Employees of the Company or a subsidiary of the Company;~~

“**Employee**” means (i) an individual considered an employee under the *Income Tax Act*, Canada (and for whom income tax, employment insurance and CPP deductions must be made at source); (ii) an individual who works full-time for the Company or any of its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or (iii) an individual who works for the Company or any of its subsidiaries on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source;

“**Exchange**” means the TSX Venture Exchange or any other Canadian stock exchange on which the Shares are listed;

“**Exchange Hold Period**” has the meaning ascribed thereto in Policy 1.1 of the policy manual of the Exchange;

“**Exercise Notice**” means the notice respecting the exercise of an Option, in the form set out as Schedule “A” hereto, duly executed by the Option Holder;

“**Exercise Period**” means the period during which a particular Option may be exercised, being the period from and including the Award Date through to and including the Expiry Date;

“**Exercise Price**” means the price at which an Option may be exercised as determined in accordance with section 3.7;

“**Expiry Date**” means the date determined in accordance with section 3.3 and after which a particular Option cannot be exercised;

“**Fair Market Value**” means, with respect to any particular date, the volume weighted average trading price of the Shares on the Exchange for the five trading days immediately preceding the relevant date (or on any such other stock exchange, inter-dealer quotation network or other organized trading facility on which the Shares trade or are quoted from time to time). If the Shares are suspended from trading or have not traded on the Exchange or another stock exchange, inter-dealer quotation network or other organized trading facility for an extended period, the Fair Market Value will be the fair market value of the Shares as determined by the Board in its sole discretion acting in good faith;

~~“**Exchange Hold Period**” has the meaning ascribed thereto in Policy 1.1 of the policy manual of the Exchange;~~

“**Insider**” means a Director, a director or senior officer of a company that is an Insider or subsidiary of the Company, or a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Company;

“**Investor Relations Activities**” has the meaning ascribed thereto in the Exchange’s Corporate Finance Manual;

“**Investor Relations Service Provider**” includes any Consultant that performs Investor Relations Activities and any Director, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

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

“**Option**” or “**Options**” means an option to acquire Shares, awarded to a Director, Employee or Consultant pursuant to the Plan;

“**Option Agreement**” means the written agreement between the Company and an Option Holder giving effect to an award of Options;

“**Option Holder**” means a current or former Director, Employee or Consultant who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person;

“~~Person~~**person**” means any individual, partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, trust, trustee, executor, administrator, or other legal personal representatives, regulatory body or agency, government or governmental agency, authority or entity howsoever designated or constituted;

“**Personal Representative**” means (i) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and (ii) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder;

“**Plan**” means this stock option plan, as it may be amended from time to time;

“**Securities Act**” means the *Securities Act* (British Columbia), as it may be amended from time to time;

“**Share**” or “**Shares**” means, as the case may be, one or more common shares in the capital of the Company; ~~and~~

“**Share Issuance Date**” has the meaning as set out in Section 4.3; and

“**subsidiary**” has the meaning ascribed to that term in the *Securities Act*.

1.2 CHOICE OF LAW

The Plan is established under, and the provisions of the Plan shall be interpreted and construed solely in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.3 HEADINGS

The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

1.4 AMENDED AND RESTATED

This Plan amends and restates in its entirety, as of ~~June 17, 2020~~^[●], 2022, the ~~2017~~²⁰²⁰ stock option plan of the Company, approved by the Company's shareholders in ~~January 2017~~^{June 2020} (the "**Original Plan**"). Any reference to "Plan" or "Palisades Resource Corp. 2017 Stock Option Plan" in the Original Plan and any document delivered in connection therewith, or pursuant thereto, will mean this Plan, as amended and restated hereby.

ARTICLE II PURPOSE AND PARTICIPATION

2.1 PURPOSE

The purpose of the Plan is to provide the Company with an equity-based mechanism to attract, retain and motivate Directors, Employees and Consultants, to reward them by the grant of Options under the Plan from time to time for their contributions toward the long term goals of the Company and to enable and encourage them to acquire Shares as long term investments.

This Plan amends and restates in its entirety, as of ~~June 17, 2020~~^[●], 2022, the ~~2017~~²⁰²⁰ stock option plan of the Company, approved by the Company's shareholders in January 2017 (~~the "Original Plan"~~), ~~as amended and restated on June 17, 2020 and approved by shareholders on June 20, 2020~~. Any reference to "Plan" or "Palisades Resource Corp. 2017 Stock Option Plan" in the Original Plan and any document delivered in connection therewith, or pursuant thereto, will mean this Plan, as amended and restated hereby.

2.2 PARTICIPATION

The Board shall, from time to time, in its sole discretion, determine those Directors, Employees and Consultants, if any, to whom Options are to be awarded and, subject to section 3.2 and 3.5, the number of Options so awarded. For greater certainty, it is the responsibility of the Company and the Option Holder to ensure and confirm that the ~~Optionee~~^{Option Holder} is a *bona fide* Director, Employee or Consultant, as the case may be. In determining the number of Options to be awarded to participant under the Plan, the Board may take into account the following criteria:

the person's remuneration as at the Award Date in relation to the total remuneration payable by the Company to all of its Employees and Consultants as at the Award Date;

the length of time that the person has provided services to the Company; and

the nature and quality of work performed by the person.

Options awarded to a Director, Employee or Consultant pursuant to the Plan may, at the request of such Director, Employee or Consultant, be granted to a corporation, incorporated association or organization, body corporate, partnership, trust, association or any other entity other than an individual that is wholly-owned by such Director, Employee or Consultant.

2.3 DOCUMENTATION

Upon first receiving an award of Options under the Plan, the Administrator shall provide a copy of the Plan to each Option Holder. Thereafter, a copy of any amendment to the Plan shall be promptly provided by the Administrator to each Option Holder.

Each Option awarded under the Plan shall be embodied in an Option Agreement which shall give effect to the provisions of the Plan.

2.4 PARTICIPATION VOLUNTARY

The participation of any Director, Employee or Consultant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring any rights or privileges, other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment, appointment or engagement to provide services, or constitute a commitment on the part of the Company to continued employment, appointment or engagement to provide services, and neither the Plan nor any grant of Options under the Plan shall be construed as granting an Option Holder a right to be retained as an Employee or a Consultant or a claim or right to any future grant of options under the Plan. Neither the Plan nor any action taken hereunder shall interfere with the right of the Company to terminate the employment, appointment or provision of services of such Option Holder at any time. The payment of any sum of money in cash in lieu of notice of termination of employment, appointment or provision of services shall not be considered as extending the period of employment, appointment or the provision of services for the purposes of the Plan.

ARTICLE III TERMS AND CONDITIONS OF OPTIONS

3.1 BOARD TO ALLOT SHARES

The Shares to be issued to Option Holders upon the exercise of Options shall be allotted and authorized for issuance by the Board prior to the exercise thereof.

3.2 NUMBER OF SHARES

The maximum number of Shares issuable under the Plan shall not exceed 10% of the number of Shares issued and outstanding as of each Award Date. Notwithstanding the foregoing, the number of Shares underlying Options that have been cancelled, that have expired without being exercised in full, and that have been issued upon exercise of Options shall not reduce the number of Shares issuable under the Plan and shall again be available for issuance hereunder.

3.3 TERM OF OPTION

Subject to sections 3.4 and 3.6, the Expiry Date of an Option shall be the date so fixed by the Board at the time the particular Option is awarded, provided that such date shall not be later than the tenth anniversary of the Award Date of the Option.

3.4 EXTENSION OF OPTIONS EXPIRING DURING BLACKOUT PERIOD

Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) business days following the expiration of a Blackout Period, such Expiry Date shall be automatically extended without any further act or formality to that day which is the tenth (10th) business day after the end of the Blackout

Period, such tenth business day to be considered the Expiry Date for such Option for all purposes under the Plan.

3.5 LIMITATIONS

The maximum number of Shares which may be issuable, at any time, to Insiders under the Plan, together with any other ~~Share~~share-based compensation arrangements of the Company, shall be 10% of the total number of Shares issued and outstanding. The maximum number of Shares which may be issued, within any one-year period, to Insiders under the Plan, together with any other Share-based compensation arrangements of the Company, shall be 10% of the total number of Shares issued and outstanding.

The ~~total maximum~~ number of ~~Options awarded~~Shares which may be issuable, to any one individual in any twelve-month period shall not exceed 5% of the issued and outstanding Shares of the Company at the Award Date or Share Issuance Date, as defined below, unless the Company has obtained disinterested shareholder approval as required by the Exchange).

The ~~total maximum~~ number of ~~Options awarded~~Shares which may be issuable, to any one Consultant of the Company in any twelve-month period shall not exceed 2% of the issued and outstanding Shares of the Company at the Award Date or Share Issuance Date unless consent is obtained from the Exchange.

The ~~total maximum~~ number of ~~Options awarded~~Shares which may be issuable to all persons retained by the Company to provide Investor Relations Activities shall not exceed 2% of the issued and outstanding Shares of the Company, in any twelve-month period, calculated at the Award Date unless consent is obtained from the Exchange. Options granted to persons retained to provide Investor Relations Activities ~~will~~must vest in stages over a period of not less than 12 months ~~with~~from the Award Date, such that: (i) no more than one quarter of the ~~options vesting in any 3 month period.~~Options vest no sooner than three months after the Award Date; (ii) no more than another one quarter of the Options vest no sooner than six months after the Award Date; (iii) no more than another one quarter of the Options vest no sooner than nine months after the Award Date; and (iv) the remainder of the Options vest no sooner than 12 months after the Award Date.

3.6 TERMINATION OF OPTION

An Option Holder may exercise an Option, in whole or in part, at any time and from time to time during the Exercise Period, provided that, with respect to the exercise of part of an Option, the Board may at any time and from time to time fix limits, vesting requirements or restrictions in respect of which an Option Holder may exercise part of any Option held by the Option Holder. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no further force and effect as of 5:00 p.m. (Vancouver time) on the Expiry Date. Unless otherwise determined by the Board (but subject to the ten-year limit set forth in section 3.3), the Expiry Date of an Option shall be the earlier of the date so fixed by the Board on the Award Date referred to in section 3.3 above, and the date established, if applicable, in subsections (a) and (b) below.

Death. In the event that an Option Holder should die while he or she is still a Director, Employee or Consultant, as the case may be, the Expiry Date shall be 12 months from the date of death of the Option Holder.

Cessation of Service or Employment. In the event that an Option Holder ceases to be a Director, Employee or Consultant of the Company other than by reason of death, the Expiry Date of the Option shall be the 90th day following the date the Option Holder ceases to be a Director, Employee or Consultant (such date that the Option Holder ceases to be a Director, Employee or Consultant, the “**Termination Date**”), unless the Option Holder ceases to be

such as a result of termination for cause, in which case the Expiry Date shall be the Termination Date, or such longer period (up to a maximum of 12 months) or shorter period as determined by the Board.

For the purposes of this section 3.6, the date on which an Option Holder ceases to be a Director, Employee or Consultant, as the case may be, is deemed to be the date of resignation or notice of termination of the Option Holder's service or employment, as the case may be. Furthermore, an unvested Option (or any portion thereof) which vests on or after the Termination Date (or date of death, if applicable) but prior to the Expiry Date, in the circumstances set forth in clauses (a) and (b) above, other than as a result of termination for cause or resignation, shall be exercisable by the Option Holder (or the Option Holder's Personal Representative, in the event of the death of the Option Holder) until the Expiry Date. An unvested Option (or any portion thereof) held by an Option Holder who ceases to be a Director, Employee or Consultant, as the case may be, as a result of termination for cause or resignation, shall cease to vest and shall terminate and be of no further force and effect as at the Termination Date.

Ceasing to Perform Investor Relations Activities. Notwithstanding paragraph (b) immediately above, in the event that the Option Holder holds his or her Option as an Employee or Consultant retained by the Company to provide Investor Relations Activities, and such Option Holder ceases to be an Employee or Consultant of the Company other than by reason of death, the Expiry Date shall be the date such Option Holder ceases to be an Employee or Consultant of the Company.

For greater certainty, this section 3.6 shall still apply in the event of that the Option Holder dies or ceases to otherwise be a Director, Employee or Consultant, as the case may be.

3.7 EXERCISE PRICE

The Exercise Price shall be that price per Share, as determined by the Board in its sole discretion, at which an Option Holder may purchase a Share upon the exercise of an Option, provided that, if the Shares are listed for trading on the Exchange, the Exercise Price shall not be less than Discounted Market Price (or, if the Shares are not listed for trading on the Exchange, then the permissible discounted market price on such other exchange or quotation system on which the Shares are then listed or quoted for trading) or such other price as may be required or permitted by the Exchange from time to time. If the Shares are listed on the Exchange and on one or more other exchanges, the Exercise Price must be calculated based upon the applicable closing price or average price of the Shares, as applicable, on the exchange on which the majority of the trading volume of the Shares occurs, subject to the policies of the Exchange.

3.8 ASSIGNMENT OF OPTIONS

Options may not be assigned or transferred, provided however that the Personal Representatives of an Option Holder may, to the extent permitted by section 4.1, exercise the Option within the Exercise Period.

3.9 ADJUSTMENTS AND CHANGE OF CONTROL

If at any time while an Option remains unexercised with respect to any Shares underlying the Option, the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for (any of the foregoing events, a "**Share Capital Event**"), the Option, to the extent that it has not been exercised, shall be adjusted by the Board in accordance with such Share Capital Event in the manner the Board in its sole discretion

deems appropriate. No fractional shares shall be issued upon the exercise of the Options and accordingly, if as a result of the Share Capital Event, an Option Holder would become entitled to a fractional share, such Option Holder shall have the right to purchase only the next lowest whole number of shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded. Additionally, no lots of Shares in an amount less than 100 Shares shall be issued upon the exercise of the Options unless such amount of Shares represents the balance left to be exercised under the Options.

If at any time when an Option remains unexercised with respect to any Shares underlying the Option:

- (i) the Company seeks approval from its shareholders for a transaction which, if completed, would constitute an Acceleration Event; or
- (ii) a third party makes a bona fide formal offer or proposal to the Company or its shareholders which, if accepted, would constitute an Acceleration Event;

the Company shall notify the Option Holder in writing of such transaction, offer or proposal as soon as practicable and: (i) the Board may permit the Option Holder to exercise the Option, as to all or any of the Shares in respect of which such Option has not previously been exercised (regardless of any vesting restrictions), during the period specified in the notice (but in no event later than the Expiry Date of the Option), so that the Option Holder may participate in such transaction, offer or proposal; and (ii) the Board may require the acceleration of the time for the exercise of the Option and of the time for the fulfilment of any conditions or restrictions on such exercise. Any proposed acceleration of vesting provisions is subject to the policies and necessary approvals of the Exchange, if applicable.

For the purposes of this Plan, an Acceleration Event means:

- (i) the acquisition by any person or any persons acting jointly or in concert, directly or indirectly, of beneficial ownership of more than 50% of the outstanding voting securities of the Company, by means of a take-over bid or otherwise;
- (ii) any plan of arrangement, amalgamation, consolidation, merger or other business combination of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company would be converted into cash, securities or other property, other than a merger of the Company in which shareholders immediately prior to the merger have the same proportionate ownership of stock of the surviving corporation immediately after the merger;
- (iii) any sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company;
- (iv) the approval by the shareholders of the Company of any plan of liquidation or dissolution of the Company; or
- (v) any other transaction that is deemed to be an “Acceleration Event” for the purposes of this Plan by the Board in its sole discretion.

- (b) Notwithstanding any other provision of this Plan or the terms of any Option, other than Options issued to an Investor Relations Service Provider, if at any time when an Option remains unexercised with respect to any Shares underlying the Option the ~~Corporation~~Company completes any transaction which constitutes an Acceleration Event, all outstanding unvested Options shall automatically vest. Any adjustment to an Option, other than in connection with a security consolidation or security split, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization, or acceleration of the vesting provisions of Options issued to any Investor Relations Service Provider, will be subject to prior Exchange acceptance.

3.10 EXERCISE RESTRICTIONS

The Board may, at the time an Option is awarded or upon renegotiation of the same, attach restrictions relating to the exercise of the Option, including vesting provisions. Any such restrictions shall be recorded in the applicable Option Agreement.

ARTICLE IV EXERCISE OF OPTION

4.1 EXERCISE OF OPTION

An Option may be exercised only by the Option Holder or Personal Representative. An Option Holder or Personal Representative may exercise an Option in whole or in part, subject to any applicable exercise restrictions, at any time or from time to time during the Exercise Period up to 5:00 p.m. (Vancouver time) on the Expiry Date by delivering to the Administrator an Exercise Notice, the applicable Option Agreement and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Option.

4.2 NET EXERCISE

Other than for an Option Holder who is a provider of Investor Relations Activities, in lieu of paying the aggregate Exercise Price to purchase Shares and subject to the provisions of the Plan and, upon prior approval of the Board or an Administrator on the instructions of the Board or such committee of the Board formed in respect of matters relating to the Plan, in their sole and absolute discretion, once an Option has vested and become exercisable an Option Holder may elect, in lieu of exercising such Option, to surrender such Option in exchange for the issuance of the number of Shares equal to the number determined by dividing (a) the difference between the Fair Market Value (calculated as at the date of settlement) and the Exercise Price of such Option by (b) the Fair Market Value (calculated as at the date of settlement).

An Option may be surrendered and disposed of pursuant to this Section 4.2 from time to time by delivery to the Company at its principal place of business: (a) an Exercise Notice specifying that the Option Holder has elected to effect such a net settlement of such Option and the number of Options to be exercised and (b) the payment of an amount for any tax withholding or remittance obligations of the Option Holder or the Company arising under applicable securities laws (or by entering into some other arrangement acceptable to the Company). The Company will not be required, upon the net settlement of any Options pursuant to this Section 4.2, to issue fractions of Shares or to distribute certificates which evidence fractional Shares. In the event the number of Shares to be issued upon the net settlement of an Option is a fraction, the Option Holder will receive the next lowest whole number of Shares and will not receive any other form of compensation (cash or otherwise) for the fractional interest.

4.24.3 ISSUE OF SHARE CERTIFICATES

As soon as practicable following the receipt of the Exercise Notice, the Administrator shall cause to be delivered to the Option Holder a certificate for the Shares so purchased: (the “Share Issuance Date”). If the number of Shares so purchased is less than the number of Shares subject to the option certificate in the form as set out in Schedule A (the “Option Certificate”) surrendered, the Administrator shall forward a new Option Certificate to the Option Holder concurrently with delivery of the aforesaid share certificate for the balance of the Shares available under the Option.

4.34.4 CONDITION OF ISSUE

The issue of Shares by the Company pursuant to the exercise of an Option is subject to this Plan and compliance with the laws, rules and regulations of all regulatory bodies applicable to the issuance and distribution of such Shares and to the listing requirements of any stock exchange or exchanges on which the Shares may be listed. The Option Holder agrees to comply with all such laws, rules and regulations and agrees to furnish to the Company any information, report and/or undertakings required to comply with and to fully cooperate with the Company in complying with such laws, rules and regulations. The Company shall not be required to issue any Shares to an Option Holder pursuant to the exercise of Options if such issuance would violate the securities laws of any applicable jurisdiction.

ARTICLE V ADMINISTRATION

5.1 ADMINISTRATION

The Plan shall be administered by the Board, or an Administrator on the instructions of the Board or such committee of the Board formed in respect of matters relating to the Plan. The Board or such committee may make, amend and repeal at any time and from time to time such regulations not inconsistent with this Plan as it may deem necessary or advisable for the proper administration and operation of this Plan and such regulations shall form part of this Plan. The Board may delegate to the Administrator or any Director, Employee or officer of the Company such administrative duties and powers as it may see fit.

~~5.2 Withholding Taxes~~ **5.2 WITHHOLDING TAXES**

Subject to the policies of the Exchange, notwithstanding anything else in this Plan, the Company may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Company is required by any law or regulation of any governmental authority whatsoever to withhold in connection with the exercise of an Option including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of Shares to be issued under the Plan, until such time as the Option Holder has paid the Company for any amount which the Company is required to withhold with respect to such taxes or other amounts. Without limitation to the foregoing, the Board may adopt administrative rules under the Plan which provide for the sale of Shares (or a portion thereof) in the market upon the issuance of such Shares under the provisions of the Plan to satisfy withholding obligations under the Plan.

5.3 INTERPRETATION

The interpretation by the Board or its authorized committee of any of the provisions of this Plan and any determination by it pursuant thereto shall be final and conclusive and shall not be subject to any dispute by

any Option Holder. No member of the Board or any person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination in connection with this Plan made or taken in good faith and each member of the Board and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

ARTICLE VI AMENDMENT AND TERMINATION

6.1 AMENDMENT

Subject to paragraphs (b) and (c) and any applicable regulatory approval, the Board may from time to time amend this Plan and the terms and conditions of any Option previously awarded or thereafter to be awarded and, without limiting the generality of the foregoing, may make such amendments for the purpose of complying with any changes in any relevant law, Exchange policy, rule or regulation applicable to this Plan, any Option or the Shares, or for any other purpose which the Board may deem desirable or necessary and may be permitted by all relevant laws, rules and regulations, provided always that any such amendment shall not materially impair any right of any Option Holder pursuant to any Option awarded prior to such amendment.

Notwithstanding any provisions to the contrary, the Board may only amend the provisions of this Plan relating to the following if the Board obtains the approval of the ~~Shareholders~~shareholders of the Company in respect thereof:

- (i) persons eligible to be granted Options or issued Shares under this Plan;
- (ii) the maximum number or percentage of Shares ~~reserved for issuance~~issuable upon exercise of Options available under this Plan;
- (iii) the limitations on grants of Options to any one person, Insiders, Consultants, or persons involved in Investor Relations Activities;
- (iv) the method for determining the Exercise Price for Options;
- (v) the maximum term of Options;
- (vi) the expiry and termination provisions applicable to Options; ~~or, including the~~ addition of a Blackout Period;
- (vii) the addition or deletion of a net exercise provision;

~~(vii)~~(viii) any amendment to this section 6.1.

Disinterested shareholders of the Company must approve any amendment to Options held by an Insider at the time of the amendment that would have the effect of decreasing the Exercise Price or the extension of the term of such Options.

6.2 SHAREHOLDER APPROVAL

This Plan must be approved by the Company's shareholders annually, at a duly called meeting of the shareholders.

~~6.3 Exchange Hold Period's and Resale Restrictions~~

6.3 EXCHANGE HOLD PERIODS AND RESALE RESTRICTIONS

If required by the policies of the Exchange, the certificate representing the Options and any certificate representing Shares issued upon the exercise of such Options (if exercised prior to the expiry of the Exchange Hold Period) will bear the following Exchange Hold Period legend:

“Without prior written approval of TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [*insert date that is four months and a day after the distribution date*].”

6.4 TERMINATION

The Board may terminate this Plan at any time provided that such termination shall not alter the terms or conditions of any Option or impair any right of any Option Holder pursuant to any Option awarded prior to the date of such termination and notwithstanding such termination, the Company, such Options and such Option Holders shall continue to be governed by the provisions of this Plan.

6.5 AGREEMENT

The Company and every person to whom an Option is awarded hereunder shall be bound by and subject to the terms and conditions of this Plan.

6.6 EFFECTIVE DATE

Subject to receipt of all applicable regulatory approvals, this Plan becomes effective on the date of its approval by the shareholders of the Company.

Schedule A

**NEW FOUND GOLD CORP.
STOCK OPTION PLAN**

OPTION CERTIFICATE

This certificate is issued pursuant to the provisions of the New Found Gold Corp. (the “**Company**”) Stock Option Plan (the “**Plan**”) and evidences that _____ (*Name of Optionee*) is the holder of an option (the “**Option**”) to purchase up _____ (*Number of Shares*) common shares (the “**Shares**”) in the capital stock of the Company at a purchase price of \$ _____ per Share. Subject to the provisions of the Plan:

the Award Date of this Option _____ (*insert date of grant*); and

the Expiry Date of this Option is _____ (*insert date of expiry*).

Additional Vesting or Other Restrictions: (*insert as applicable*)

This Option may be exercised in accordance with its terms at any time and from time to time from and including the Award Date through to and including up to 5:00 p.m. (Vancouver time) on the Expiry Date, by delivering to the Company an Exercise Notice, in the form provided in the Plan, together with this certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail.

Signed this _____ day of _____, 20____.

NEW FOUND GOLD CORP.

by its authorized signatory:

NAME: _____

TITLE: _____

Schedule B

EXERCISE NOTICE

To: The Administrator, Stock Option Plan
New Found Gold Corp. (the “**Company**”)

The undersigned hereby irrevocably gives notice, pursuant to the Company’s Stock Option Plan (the “**Plan**”), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Shares; or
_____ of the Shares, which are the subject of the Option Certificate attached hereto.

Calculation of total Exercise Price:

(i) number of Shares to be acquired on exercise: _____ Shares

(ii) multiplied by the Exercise Price per Share: \$ _____

TOTAL EXERCISE PRICE, enclosed herewith: \$ _____

The undersigned tenders herewith a certified cheque or bank draft in an amount equal to the total Exercise Price of the aforesaid Shares, as calculated above, and directs the Company to issue the share certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address:

DATED the _____ day of _____, 20____.

Signature of Option Holder

Name of Option Holder (please print)

Schedule “D” – Audit Committee Mandate

NEW FOUND GOLD CORP.
AUDIT COMMITTEE CHARTER

1. ROLE AND OBJECTIVE

The Audit Committee (the “**Committee**”) is appointed by and reports to the Board of Directors (the “**Board**”) of New Found Gold Corp. (the “**Corporation**”). The Committee assists the Board in fulfilling its oversight responsibilities relating to financial accounting and reporting process and internal controls for the Corporation.

The Committee and its membership shall to the best of its ability, knowledge and acting reasonably, meet all applicable legal, regulatory and listing requirements, including, without limitation, those of any stock exchange on which the Corporation’s shares are listed, the *Business Corporations Act* (British Columbia) (the “**Act**”), and all applicable securities regulatory authorities.

2. COMPOSITION

- The Committee shall be composed of three or more directors as shall be designated by the Board from time to time.
- At least two members of the Committee shall be “independent” and each Committee member shall be financially literate (as such terms are defined under applicable securities laws and exchange requirements for audit committee purposes). Each member of the Committee shall be able to read and understand the Corporation’s financial statements, including the Corporation’s statement of financial position, income statement and cash flow statement and any other applicable statements or notes to the financial statements.
- Members of the Committee shall be appointed at a meeting of the Board, typically held following the annual shareholders’ meeting. Each member shall serve until his/her successor is appointed unless he/she shall resign or be removed by the Board or he/she shall otherwise cease to be a director of the Corporation. Any member may be removed or replaced at any time by the Board.
- Where a vacancy occurs at any time in the membership of the Committee, it may be filled by a vote of a majority of the Board.
- The Chair of the Committee may be designated by the Board or, if it does not do so, the members of the Committee may elect a chair by vote of a majority of the full Committee membership. The Chair of the Committee shall be an independent director (as described above).
- If the Chair of the Committee is not present at any meeting of the Committee, one of the other members of the Committee present at the meeting shall be chosen by the Committee to preside.
- The Chair of the Committee presiding at any meeting shall not have a casting vote.
- The Committee shall appoint a secretary (the “**Secretary**”) who need not be a member of the Committee or a director of the Corporation. The Secretary shall keep minutes of the meetings of the Committee. This role is normally filled by the Secretary of the Corporation.

3. MEETINGS

- The Committee shall meet at least quarterly, at the discretion of the Chair or a majority of its members, as circumstances dictate or as may be required by applicable legal or listing requirements, provided that meetings of the Committee shall be convened whenever requested by the auditor that is appointed by the shareholders (the “**Independent Auditor**”) or any member of the Committee in accordance with the Act.

MANAGEMENT INFORMATION CIRCULAR

- Notice of the time and place of every meeting may be given orally, in writing, by facsimile or by e-mail to each member of the Committee, when possible at least 48 hours prior to the time fixed for such meeting.
- A member may in any manner waive notice of the meeting. Attendance of a member at the meeting shall constitute waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called.
- Any member of the Committee may participate in the meeting of the Committee by means of conference telephone or other communication equipment, and the member participating in a meeting pursuant to this paragraph shall be deemed, for purposes hereof, to be present in person at the meeting.
- A majority of Committee members, present in person, by video-conference, by telephone or by a combination thereof, shall constitute a quorum.
- If within one hour of the time appointed for a meeting of the Committee, a quorum is not present, the meeting shall stand adjourned to the same hour on the next business day following the date of such meeting at the same place. If at the adjourned meeting a quorum as hereinbefore specified is not present within one hour of the time appointed for such adjourned meeting, such meeting shall stand adjourned to the same hour on the next business day following the date of such meeting at the same place. If at the second adjourned meeting a quorum as hereinbefore specified is not present, the quorum for the adjourned meeting shall consist of the members then present.
- If and whenever a vacancy shall exist, the remaining members of the Committee may exercise all of its powers and responsibilities so long as a quorum remains on the Committee.
- At all meetings of the Committee, every question shall be decided by a majority of the votes cast. In case of an equality of votes, the matter will be referred to the Board for decision. Any decision or determination of the Committee reduced to writing and signed by all of the members of the Committee shall be fully effective as if it had been made at a meeting duly called and held.
- The CEO and CFO are expected to be available to attend meetings when requested, but a portion of every meeting will be reserved for in camera discussion without the CEO or CFO, or any other member of management, being present.
- The Committee may by specific invitation have other resource persons in attendance such officers, directors and employees of the Corporation and its subsidiaries, and other persons, including the Independent Auditor, as it may see fit, from time to time, to attend at meetings of the Committee.
- The Board may at any time amend or rescind any of the provisions hereof, or cancel them entirely, with or without substitution.
- The Committee shall have the right to determine who shall and who shall not be present at any time during a meeting of the Committee.
- Minutes of Committee meetings shall be sent to all Committee members.
- The Chair of the Committee shall report periodically the Committee's findings and recommendations to the Board.

4. RESOURCES AND AUTHORITY

- The Committee shall have access to such officers and employees of the Corporation and its subsidiaries and to such information with respect to the Corporation and its subsidiaries as it considers being necessary or advisable in order to perform its duties and responsibilities.

- The Committee shall have the authority to engage and obtain advice and assistance from internal or external legal, accounting or other advisors and resources, as it deems advisable, at the expense of the Corporation.
- The Committee shall have the authority to communicate directly with the Independent Auditor.

5. RESPONSIBILITIES

A. Chair

To carry out its oversight responsibilities, the Chair of the Committee shall undertake the following:

- provide leadership to the Committee with respect to its functions as described in this Charter and as otherwise may be appropriate, including overseeing the logistics of the operations of the Committee;
- chair meetings of the Committee, unless not present (including in camera sessions), and report to the Board following each meeting of the Committee on the findings, activities and any recommendations of the Committee;
- ensure that the Committee meets on a regular basis and at least four times per year;
- in consultation with the Committee members, establish a calendar for holding meetings of the Committee;
- ensure that Committee materials are available to any director on request;
- report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the objectives and responsibilities of the Board as a whole;
- foster ethical and responsible decision making by the Committee and its individual members;
- encourage Committee members to ask questions and express viewpoints during meetings;
- together with the Corporate Governance and Nominating Committee, oversee the structure, composition, membership and activities delegated to the Committee from time to time;
- ensure that resources and expertise are available to the Committee so that it may conduct its work effectively and efficiently
- attend each meeting of shareholders to respond to any questions from shareholders as may be put to the Chair; and
- perform such other duties and responsibilities as may be delegated to the Chair by the Board from time to time.

B. The Committee

The Committee has the authority to conduct any investigation appropriate to its responsibilities, and it may request the Independent Auditor as well as any officer of the Corporation, or outside counsel for the Corporation, to attend a meeting of the Committee or to meet with any members of, or advisors to, the Committee. The Committee shall have unrestricted access to the books and records of the Corporation and has the authority to retain, at the expense of the Corporation, special legal, accounting, or other consultants or experts to assist in the performance of the Committee's duties.

The Committee is hereby delegated the duties and powers specified in Section 225 of the Act and, without limiting these duties and powers, the Committee will carry out the following responsibilities:

Financial Accounting and Reporting Process and Internal Controls

- review the annual audited financial statements and report thereon to the Board and recommend to the Board whether or not same should be approved prior to their being filed with the appropriate regulatory

authorities. The Committee shall also review and approve the interim financial statements prior to their being filed with the appropriate regulatory authorities. The Committee shall discuss significant issues regarding accounting principles, practices, and judgments of management with management and the Independent Auditor as and when the Committee deems it appropriate to do so. The Committee shall satisfy itself that the information contained in the annual audited financial statements is not significantly erroneous, misleading or incomplete and that the audit function has been effectively carried out.

- assess the integrity of internal controls and financial reporting procedures and ensure implementation of appropriate controls and procedures.
- review the financial statements, management’s discussion and analysis relating to annual and interim financial statements, and press releases and any other public disclosure documents containing financial disclosure before the Corporation publicly discloses this information.
- be satisfied that adequate procedures are in place for the review of the Corporation’s public disclosure of financial information extracted or derived from the Corporation’s financial statements, and periodically assess the adequacy of these procedures.
- meet no less frequently than annually with the Independent Auditor and the Chief Financial Officer or, in the absence of a Chief Financial Officer, with the officer of the Corporation in charge of financial matters, to review accounting practices, internal controls and such other matters as the Committee deems appropriate.
- inquire of management and the Independent Auditor about significant risks or exposures, both internal and external, to which the Corporation may be subject, and assess the steps management has taken to minimize such risks.
- review the post-audit or management letter containing the recommendations of the Independent Auditor and management’s response and subsequent follow-up to any identified weaknesses.
- oversee the Corporation’s plans to adopt changes to accounting standards and related disclosure obligations.
- in consultation with the Corporate Governance and Nominating Committee, ensure that there is an appropriate standard of corporate conduct including, if necessary, adopting and overseeing a corporate code of ethics for senior financial personnel.
- establish procedures for:
 - the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters; and
 - the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.
- provide oversight to related party transactions entered into by the Corporation.

Independent Auditor

- recommend to the Board for approval by shareholders, the selection, appointment and compensation of the Independent Auditor;
- be directly responsible for oversight of the Independent Auditor and the Independent Auditor shall report directly to the Committee.
- with reference to the procedures outlined separately in “Procedures for Approval of Non-Audit Services” (attached hereto as Appendix ‘A’), pre-approve all audit and non-audit services not prohibited by law to be provided by the Independent Auditor.

- review the Independent Auditor's audit plan, including scope, procedures, timing and staffing of the audit.
- review the results of the annual audit with the Independent Auditor, including matters related to the conduct of the audit, and receive and review the auditor's interim review reports.
- review fees paid by the Corporation to the Independent Auditor and other professionals in respect of audit and non-audit services on an annual basis.

Other Responsibilities

- perform any other activities consistent with this Charter and governing law, as the Committee or the Board deems necessary or appropriate;
- institute and oversee special investigations, as needed; and
- review and assess the adequacy of this Charter annually and submit any proposed revisions to the Board for approval.

Appendix A

Policy for Approval of Non Audit Services

1. In the event that New Found Gold Corp. (the “Corporation”) or a subsidiary of the Corporation wishes to retain the services of the Corporation’s Independent Auditor for services other than the annual audit (e.g. tax compliance, tax advice or tax planning, to meet the requirements of a regulatory filing or due diligence, to receive advice on various matters, etc.), the Chief Financial Officer of the Corporation shall consult with the Audit Committee of the Board of Directors (the “Committee”), who shall have the authority to approve or disapprove such non-audit services. The Chair of the Committee has the authority to approve or disapprove such non-audit services on behalf of the Committee, and shall advise Committee of such pre-approvals no later than the time of the next meeting of the Committee following such pre-approval having been given.
2. The Committee, or the Chair of the Committee, as appropriate, shall confer with the Independent Auditor regarding the nature of the services to be provided and shall not approve any services that would be considered to impair the independence of the Independent Auditor. For greater clarity, the following is a non-exhaustive list of the categories of non-audit services that would be considered to impair the independence of the Independent Auditor:
 - (a) bookkeeping or other services related to or requiring management decisions in connection with the Corporation’s accounting records or financial statements;
 - (b) financial information systems design and implementation;
 - (c) appraisal or valuation services, fairness opinion or contributions-in-kind reports;
 - (d) actuarial services;
 - (e) internal audit outsourcing services;
 - (f) management functions;
 - (g) human resources;
 - (h) broker or dealer, investment adviser or investment banking services;
 - (i) legal services;
 - (j) expert services unrelated to the audit; and
 - (k) any other service that the Canadian Public Accountability Board or any other applicable regulatory authority determines is impermissible.
3. The Chief Financial Officer of the Corporation shall maintain a record of non-audit services approved by the Chair of the Committee or the Committee for each fiscal year and provide a report to the Committee any services pre-approved since the last report, at each meeting and no less frequently than on a quarterly basis.
4. In accordance with the requirements set forth under the “Exemption for minimal non-audit services” provided by Section 2.3(4) of National Instrument 52-110 — *Audit Committees*, whereby the Independent Auditor has commenced a service and:
 - (a) the Corporation or the subsidiary entity of the Corporation, as the case may be, and the Independent Auditor did not recognize the services as non-audit services at the time of the engagement;
 - (b) once recognized as non-audit services, the services are promptly brought to the attention of the Committee and approved by the Committee prior to the completion of the audit; and

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- (c) the aggregate fees for the non-audit services not previously approved are immaterial in comparison to the aggregate fees paid by the Corporation to the Corporation's Independent Auditor during the financial year in which the services are provided, such services shall be exempted from the requirements for pre-approval of non-audit services set out in this Policy.