

BLUE MOON METALS INC.
(the “Corporation”)

ANTI-CORRUPTION AND BRIBERY POLICY

This Anti-Corruption and Bribery Policy (the “**Policy**”) is intended to ensure that Blue Moon Metals Inc. (and all of its subsidiaries, collectively “**Blue Moon**” or the “**Corporation**”) does not receive an improper advantage in its business dealings and to ensure that all payments and expenses are properly recorded in its financial books and records. The Corporation is subject to many different anti-bribery laws, including Canada’s *Corruption of Foreign Public Officials Act* as well as the local anti-corruption laws of all of the countries where it does business. This policy is designed to ensure that the Corporation remains at all times compliant with all applicable laws.

1.0 Definitions

“**Agent**” means a person, a corporation or other entity retained by the Corporation to represent its business interests or act on its behalf in country other than Canada.

“**Bribe**” means any payment, attempt to pay, promise to pay, or authorization of the promise or payment of any money, gift, reward, advantage or benefit of any kind, that has been given or offered to a Public Official either directly or through an intermediary, in order to influence a decision or act by a Public Official.

“**Compliance Manager**” means the internal and/or external resource assigned to assist with the interpretation and implementation of this corporate compliance Policy, designated pursuant to Section 2(a).

“**Corporation**” means Blue Moon Metals Inc. and its wholly-owned subsidiaries.

“**Contractor**” means a person, a corporation or other entity retained to supply materials, labour or services to the Corporation in a country other than Canada.

“**Employee**” means a permanent or temporary employee of the Corporation, or contract staff member.

“**Facilitating Payment**” means an occasional small payment, promise to pay, or authorization of a small one-off payment made solely to expedite or secure the performance of routine government actions such as:

- (a) obtaining licences, permits and other official documents to qualify to do business in a foreign country;
- (b) processing governmental papers, such as visas and work permits;
- (c) providing or obtaining police protection, telephone service, utilities, and mail services;
- (d) loading or unloading cargo, inspection of goods and protecting perishable goods from deteriorating; or
- (e) actions of a similar nature.

“Improper Payment” means a Bribe, Kickback or Facilitating Payment.

“Kickback” means any payment, promise to pay, or the authorization of the payment of a portion of contract value to a Public Official. This includes the improper utilization of sub-contracts, purchase orders, consulting agreements or gifts to channel Kickback payments to a Public Official, employees or other representatives of a Public Official, or to their relatives or business associates.

“Policy” means this Anti-Corruption and Bribery Policy.

“Public Official” means:

- (a) a person who holds a legislative, administrative or judicial position of a state;
- (b) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function;
- (c) an official or agent of a public international organization;
- (d) elected officials, candidates for public office, political parties, and officers, employees, representatives and agents of political parties; and
- (e) an immediate family member of any of the above.

2.0 Compliance

- (a) The Corporation’s Board of Directors shall designate an individual as Compliance Manager.
- (b) The Corporation’s Board of Directors shall review compliance with this Policy on an annual basis.
- (c) The Compliance Manager shall work in conjunction with the Corporation’s executive to oversee this Policy and shall report directly to the Corporation’s Board of Directors.

3.0 Responsibilities of the Compliance Manager

The Compliance Manager shall be responsible for:

- (a) establishing and maintaining the practices and procedures necessary to implement this Policy and prevent any violation of its provisions;
- (b) disseminating this Policy to all relevant Employees, Agents and Contractors;
- (c) implementing a training program on the substance of this Policy to be completed by all such Employees, Agents and Contractors as the Compliance Manager deems appropriate;
- (d) procuring, from all relevant Employees, Agents and Contractors, on an annual basis, a Certification of Compliance, substantially in the form of Exhibit A to this Policy. Any Certification of Compliance in which question 3 or 4 is answered in the affirmative shall be investigated by the Compliance Manager; and

- (e) establishing, maintaining and making accessible to all Employees, a mechanism for the reporting, including anonymously if preferred, of violations of this Policy.

4.0 Improper Payments

The Corporation, its Employees and Agents shall not, either directly or through an intermediary:

- (a) demand, solicit or accept an Improper Payment;
- (b) pay, attempt to pay, promise to pay, or authorize to pay, either directly or through an intermediary, an Improper Payment.

5.0 Duress Payments

When an Employee, Agent or Contractor reasonably believes his or her health or safety to be at risk and believes that the making of a payment in response to a demand is necessary to preserve his or her health or safety, such Employee, Agent or Contractor may make payments which would otherwise be prohibited. The amount and purpose of such payments must be properly documented and reported forthwith to the Compliance Manager who will, in turn, provide a half yearly report of such duress payments to the Board of Directors.

The Compliance Manager should be consulted if there is any doubt whether a payment constitutes a Duress Payment.

6.0 Due Diligence

Prior to the Corporation engaging an Agent or hiring a Contractor, the Corporation shall ensure that proper due diligence, checks and research are carried out, either by the Corporation or by a reputable third party, and the reputation, background and past performance of the prospective Agent or Contractor, as appropriate, are clearly documented in the following areas: management information; ownership information; affiliations; qualifications; financial information; reputation; references; local law; compensation; and payment history.

7.0 Agents

- (a) Contracts with Agents

The Corporation shall only retain an Agent using a written agreement that contains those contract provisions that are appropriate for the proportionate degree of risk presented by the nature and sensitivity of the role to be performed by the Agent. Any such agreement must be approved by the President, in consultation with the Corporation's internal or external legal counsel or the Compliance Manager, before the Corporation can execute same.

- (b) Managing Agents

The Corporation shall take measures reasonably within its power to ensure that:

- (i) any payment made to any Agent represents no more than the amount outlined in the written agreement with the Agent and is an appropriate remuneration for legitimate services rendered by such Agent;

- (ii) the Agent maintains a record of the names and contract terms for all sub-agents and sub-contractors who are retained by it in connection with transactions with Public Officials in relation to the Corporation's business; and
- (iii) every twelve (12) months, from the date he/she was hired, the Agent will promptly complete and provide to the Corporation manager or supervisor responsible for the Agent's engagement or supervision a report on the services performed for the period. Upon review, the responsible officer or manager shall forthwith forward the report with his written comments on the Agent's compliance with this Policy to the Compliance Manager for further review and subsequently reporting to the Board of Directors as required under this Policy.
 - a security, the market price of which varies materially with the market price of the securities of the Corporation; and
 - derivative that is related to a security of the Corporation because the derivative's market price, value, delivery obligations, payment obligations or settlement obligations are, in a material way, derived from, referenced to or based on the market price, value, delivery obligations, payment obligations or settlement obligations of the security of the Corporation.

8.0 Contractors

All Contractors retained by the Corporation shall sign an acknowledgement in a form approved by the Corporation or, alternatively, shall enter into an agreement with the Corporation, and either the acknowledgement or the agreement with the Contractor, as the case may be, shall include those contract provisions that are appropriate for the proportionate degree of risk presented by the nature and sensitivity of the role to be performed by the Contractor.

9.0 Joint Ventures, Mergers, Acquisitions and Minority Stakes

- (a) The Corporation shall only enter into joint ventures or other similar partnerships or business arrangements with entities that share our values on conducting business with integrity. As such, any joint venture agreement or similar-type agreement which we enter into for a project or undertaking shall only be entered into after completing a corruption risk assessment of the partner, and shall include provisions addressing corruption-related matters as appropriate, which may include contract provisions that are appropriate for the proportionate degree of risk presented by the nature and sensitivity of the joint venture to be created.
- (b) The Corporation shall complete and consider a corruption risk assessment prior to merging with or acquiring another company, or a minority stake in another company. Where appropriate, anti-corruption provisions, representations and warranties shall be included in the agreement effecting the merger or acquisition.
- (c) The Corporation has the right to audit the joint venture partner's compliance with the joint venture agreement, including any expenses and invoices of the joint venture partner associated therewith. This audit right should be reflected in any joint venture agreement between the parties and survive the termination of such agreement.

10.0 Gifts, Hospitality and Entertainments

The offer and acceptance of hospitality, entertainment, gifts and favours must at all times be in compliance with the policies of the recipient's employer, with this Policy and any Blue Moon specific procedures in connection with the giving and receiving of such gifts. Gifts and hospitality given to Public Officials must comply at all times with Canadian and applicable local anti-corruption laws and must be reasonable, infrequent and appropriate such that they cannot be interpreted as an attempt to influence a decision or act by the Public Official.

In particular, the Corporation, its Employees and Agents may not give or accept gifts or entertainment in relation to the Corporation and its business except in compliance with these standards:

- (a) the gift or hospitality may not be given or accepted with the expressed or strongly implied intention or expectation of influencing a party to obtain or retain business or a business advantage, or as a reward for the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- (b) the gift or hospitality must be customary or not unusual to the industry;
- (c) the gift or hospitality must not violate local laws or local norms;
- (d) any gift or hospitality given must be in the name of the Corporation and not in the name of any individual;
- (e) any gift or hospitality may not be in the form of cash or cash equivalents (such as vouchers or gift certificates);
- (f) the gift or hospitality must be of an appropriate type and value and given or accepted at an appropriate time, taking into account the business relationship with the other party, any pending action expected of the other party, and the reason for the gift or hospitality; and
- (g) the gift or hospitality must be given and accepted openly and not secretly.

Any gift, hospitality and/or reimbursement of travel or other expenses to be given to or received from any Public Official must be reported to the Compliance Manager and prior written approval of the Compliance must be obtained before such gift, hospitality and/or reimbursement is provided or received. Once ultimately provided or received, such gift, hospitality and/or reimbursement must be reported to the Compliance Manager so it can be fully and accurately recorded in the Corporation's accounting records.

11.0 Political and Charitable Contributions

All political and charitable contributions must be made in compliance with the and the Corporation's policies and applicable laws and regulations.

The contributions or donations:

- (a) should go to the government itself or a recognized charity or entity if they are sponsored or requested by the government or a Public Official. They should not go to a specific Public Official;
- (b) should include backup documentation which indicates that there is no government connection if they are not sponsored or requested by the government or a Public Official, and have no other government connections;
- (c) must be supported, wherever possible, by a detailed budget and/or detailed receipts;
- (d) should be in-kind, whenever possible; and
- (e) do not require pre-approval if the value of the charitable contribution or cultural donation do not exceed the limit established by the Chief Executive Officer and it is not connected to a Government Official.

12.0 Employment of Public Officials

No Public Official shall be employed or retained as a consultant, agent or representative of the Corporation, unless:

- (a) the Compliance Manager is satisfied that such employment or retainer is lawful in the country concerned;
- (b) the Compliance Manager has determined that the services to be rendered to the Corporation do not conflict in any manner with the governmental duties of such person;
- (c) where possible, an ethics opinion from the Public Official's government employer has been obtained; and
- (d) the Corporation's Chief Executive Officer approves such hiring.

13.0 Red Flags

The following is a list of "red flags" that may indicate the possible existence of bribery or other corrupt practices, and should be kept in mind by all persons subject to this Policy:

- (a) use of an agent or consultant with a poor reputation or with links to Public Officials;
- (b) unusually large commission payments or commission payments where the agent or consultant does not appear to have provided significant services;
- (c) cash payments or requests for cash payments;
- (d) payments without adequate paper trails or compliance with normal internal controls;
- (e) bids for construction or other services where the amounts bid are significantly in excess of prevailing levels;
- (f) unusual bonuses for which there is little support;
- (g) payments to be made to third party countries or to offshore accounts;

- (h) failure to follow standard contracting practices;
- (i) unexplained preferences for certain contractors;
- (j) invoices in excess of contract amounts, or undocumented or inadequately documented change orders; and
- (k) requests by Public Officials that contributions be made to charitable or third party organizations.

14.0 Violations

- (a) Any Employee who becomes aware of or suspects a violation of this Policy must promptly report the matter to the Compliance Manager. Violations may be reported through an Employee's normal reporting channels, or, if anonymity is requested, via ordinary mail to the following address:

PRIVATE AND CONFIDENTIAL

220 Bay Street, Suite 550

Toronto, ON M5J 2W4

Attention: Compliance Manager

Alternatively, such reports may also be made in accordance with the Corporation's Whistleblower Policy.

- (b) Information communicated to any Employee in a supervisory or advisory position in the Corporation regarding a violation of this Policy shall be immediately reported to the Compliance Manager, who in turn shall promptly investigate and report any violation of this Policy to the Corporation's Chief Financial Officer and Board of Directors.
- (c) A determination of whether a particular past or proposed payment or action is in violation of this Policy shall be made by the Compliance Manager in consultation with the Chief Financial Officer or Chair of the Board of Directors.
- (d) Retaliation by anyone as a consequence of an Employee making a good faith report of a possible violation of the law or this Policy is strictly prohibited and will result in disciplinary action, including termination.
- (e) If an Employee or Agent is found to be in violation of this Policy, the Corporation shall take appropriate corrective disciplinary action, including where appropriate dismissal or termination of contract, and immediately report same to the Corporation's Chief Executive Officer and Board of Directors.

Approved by: Board of Directors

On: July 14, 2025

EXHIBIT A
CERTIFICATION OF COMPLIANCE

Blue Moon Metals Inc. (and all of its subsidiaries, collectively “**Blue Moon**”) conducts its business lawfully in every country where it does business. Specifically, Blue Moon complies with anti-bribery legislation that prohibits the making, offering or receipt of bribes and kickbacks. Blue Moon employees, contractors and agents shall not, either directly or through an intermediary, pay or offer anything of value to a Public Official, in order to influence any act within the recipient’s official capacity, or to induce the recipient to violate its, his or her lawful duty, or to induce the recipient to use its, his or her influence with any level of government to affect or influence any act or decision of such government for the purpose of obtaining, retaining or directing business, or any undue advantage.

1. Have you received, reviewed and understood the Policy?
Yes ___ No ___

2. Do you understand Canada’s Corruption of Foreign Public Officials Act and the laws pertaining to anti-bribery and anti-corruption in your jurisdiction?
Yes ___ No ___

3. To the best of your knowledge have you at any time within the past twelve months been in violation of the Policy?
Yes ___ No ___

4. To the best of your knowledge has any other Blue Moon employee, agent or consultant at any time within the past twelve months been in violation of anti-corruption laws or the Policy?
Yes ___ No ___

If your answer to question 3 or 4 above is “yes,” please give full details.

Date	Signature
	Print Name
	Name of Agent/Consultant (if corporation)