

FORM 10

NOTICE OF PROPOSED SIGNIFICANT TRANSACTION (not involving an issuance or potential issuance of a listed security)¹

Name of Listed Issuer: **Flow Metals Corp.** (the "Issuer").

Trading Symbol: **FWM**

Issued and Outstanding Securities of the Issuer Prior to Transaction: **22,844,532**

Date of News Release Fully Disclosing the Transaction: **April 1, 2026**

1. Transaction

1. Provide details of the transaction including the date, description and location of assets, if applicable, parties to and type of agreement (eg: sale, option, license, contract for Investor Relations Activities etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: **On March 31, 2026, the Issuer entered into an option agreement (the "Option Agreement") with Roger Hulstein (the "Optionor"), pursuant to which the Issuer may acquire a 100% interest in the Sixtymile Valley project located in the Yukon and traditional territory of the Tr'ondek Hwech'in First Nation (the "Property") by making aggregated payments of \$280,000 over a four (4) year period as follows:**

- **\$5,000 within seven (7) business days following the effective date;**
- **\$5,000 on the date that is six (6) months following the effective date;**
- **\$10,000 on the first anniversary of the effective date;**
- **\$40,000 on the second anniversary of the effective date;**
- **\$60,000 on the third anniversary of the effective date; and**
- **\$160,000 on the fourth anniversary of the effective date.**

The Issuer may satisfy each payment entirely in cash or, at its election, as to 50% in cash, subject to applicable securities laws and the policies of the Canadian Securities Exchange ("CSE"). Any common shares issued pursuant to the Option Agreement will be subject to applicable resale restrictions under Canadian securities laws and the policies of the CSE.

Upon exercise of the option, the Optionor will retain a 2.0% net smelter return royalty on the project, of which 1.0% may be repurchased by the Issuer for \$1,000,000, subject to the terms of the Option Agreement. Following exercise of the option and until commencement of commercial

¹ If the transaction involved the issuance of securities, other than debt securities that are not convertible into listed securities, use Form 9.

production, the Issuer will also be required to make annual advance royalty payments of \$10,000, which will be credited against the buyback price.

Provide the following information in relation to the total consideration for the transaction (including details of all cash, non-convertible debt securities or other consideration) and any required work commitments:

1. Total aggregate consideration in Canadian dollars: **The Issuer may acquire a 100% interest in the Property by making aggregate payments of C\$280,000 over a four-year period as follows:**

- **\$5,000 within seven (7) business days following the effective date;**
- **\$5,000 on the date that is six (6) months following the effective date;**
- **\$10,000 on the first anniversary of the effective date;**
- **\$40,000 on the second anniversary of the effective date;**
- **\$60,000 on the third anniversary of the effective date; and**
- **\$160,000 on the fourth anniversary of the effective date.**

The Issuer may satisfy each payment entirely in cash or, at its election, as to 50% in common shares of the Issuer and 50% in cash, subject to applicable securities laws and the policies of the CSE.

2. Cash: **If paid in cash (rather than satisfy each payment entirely in cash or, at its election, as to 50% in common shares of the Issuer and 50% in cash), the Issuer will make aggregate payments totalling \$280,000 over a four-year period.**

3. Other: **Upon exercise of the option, the Optionor will retain a 2.0% net smelter return royalty on the project, of which 1.0% may be repurchased by the Issuer for \$1,000,000, subject to the terms of the Option Agreement. Following exercise of the option and until commencement of commercial production, the Issuer will also be required to make annual advance royalty payments of \$10,000, which will be credited against the buyback price.**

4. Work commitments: **None.**

2. State how the purchase or sale price and the terms of any agreement were determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

The terms of the Option Agreement were determined through negotiation between the parties.

The transaction is an arm's length transaction.

3. Provide details of any appraisal or valuation of the subject of the transaction known to management of the Issuer: **None.**
4. If the transaction is an acquisition, details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: **The Issuer conducted customary legal and technical due diligence in respect of the mineral property, including a review of title records maintained by the applicable mining jurisdiction, underlying option and ownership agreements, and representations and warranties provided by the vendor in the definitive agreement. Based on this review, the Issuer is satisfied that the vendor holds good and marketable title to the mineral property interests being acquired, subject only to customary royalties, permitted encumbrances, and applicable regulatory requirements.**
5. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the transaction (including warrants, options, etc.): **None.**
 - (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the transaction (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): ____
_____.
 - (b) Cash _____.
 - (c) Other _____.
6. State whether the vendor, sales agent, broker or other person receiving compensation in connection with the transaction is a Related Person or has any other relationship with the Issuer and provide details of the relationship. **Not Applicable.**
7. If applicable, indicate whether the transaction is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. **None.**

2. Development

Provide details of the development. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: **None.**

3. Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.
2. To the knowledge of the Issuer, at the time an agreement in principle was reached, no party to the transaction had knowledge of any undisclosed material information relating to the Issuer, other than in relation to the transaction.
3. As of the date hereof there is no material information concerning the Issuer which has not been publicly disclosed.
4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CNSX Policy 1).
5. All of the information in this Form 10 Notice of Proposed Significant Transaction is true.

Dated April 1, 2026.

Scott Sheldon
Name of Director or Senior
Officer

"Scott Sheldon"
Signature

Chief Executive Officer
Official Capacity