

FORM 9

NOTICE OF ISSUANCE OR PROPOSED ISSUANCE OF LISTED SECURITIES

(or securities convertible or exchangeable into listed securities¹)

Name of Listed Issuer:	Symbol(s):
Flow Metals Corp. (the "Issuer")	FWM

Date: Dec. 21, 2020 Is this an updating or amending Notice: Yes No

If yes provide date(s) of prior Notices: _____.

Issued and Outstanding Securities of Issuer Prior to Issuance: 31,298,123.

Pricing

Date of news release announcing proposed issuance: December 21, 2020 or

Date of confidential request for price protection: _____

Closing Market Price on Day Preceding the news release: \$0.06 or

Day preceding request for price protection: _____

Closing

Number of securities to be issued: 400,000 common shares.

Issued and outstanding securities following issuance: 31,698,123.

Instructions:

1. For private placements (including debt settlement), complete tables 1A and 1B in Part 1 of this form.
2. Complete Table 1A – Summary for all purchasers, excluding those identified in Item 8.
3. Complete Table 1B – Related Persons only for Related Persons
4. If shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition) please proceed to Part 2 of this form.
5. An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10 – Notice of Proposed Transaction
6. Post the completed Form 9 to the CSE website in accordance with *Policy 6 – Distributions*. In addition, the completed form must be delivered to listings@thecse.com with an appendix that includes the information in Table 1B for ALL places.

Part 1. Private Placement

Not Applicable for this transaction.

Table 1B – Related Persons

Full Name & Municipality of Residence of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable) (CDN\$)	Prospectus Exemption	Total Securities Previously Owned, Controlled or Directed	Payment Date (1)	Describe relationship to Issuer (2)
Scott Sheldon Vancouver, BC	200,000	\$0.06	N/A	45-106 2.14	1,500,444	N/A	Director and Officer
Hicest Media Ltd. (Jacob Verbaas) North Vancouver, BC	200,000	\$0.06	N/A	45-106 2.14	696,666	N/A	Officer

¹An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: N/A.
2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. N/A.
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: N/A.
4. If securities are issued in forgiveness of indebtedness, provide details of the debt agreement(s) or and the agreement to exchange the debt for securities.

Shares for Debt Agreements are attached.

5. Description of securities to be issued:
 - (a) Class Common shares.
 - (b) Number 400,000 common shares.
 - (c) Price per security \$0.06 per common share (deemed).
 - (d) Voting rights Common share voting rights.
6. Provide the following information if warrants, (options) or other convertible securities are to be issued:
 - (a) Number _____.

- (b) Number of securities eligible to be purchased on exercise of warrants (or options) _____.
- (c) Exercise price _____.
- (d) Expiry date _____.
7. Provide the following information if debt securities are to be issued:
- (a) Aggregate principal amount _____.
- (b) Maturity date _____.
- (c) Interest rate _____.
- (d) Conversion terms _____.
- (e) Default provisions _____.
8. 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 placement (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, and 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) Securities _____.
- (d) Other _____.
- (e) Expiry date of any options, warrants etc. _____.
- (f) Exercise price of any options, warrants etc. _____.
9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship N/A.
10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).
- N/A.

11. State whether the private placement will result in a change of control.
N/A.
12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. _____.
13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102 Resale of Securities.

Part 2. Acquisition – N/A

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 on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. the Issuer has obtained the express written consent of each applicable individual to:
 - (a) the disclosure of their information to the Exchange pursuant to this Form or otherwise pursuant to this filing; and
 - (b) the collection, use and disclosure of their information by the Exchange in the manner and for the purposes described in Appendix A or as otherwise identified by the Exchange, from time to time
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 CSE Policy 1).
5. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated December 21, 2020.

Scott Sheldon
Name of Director or Senior
Officer

"Scott Sheldon"
Signature

Chief Executive Officer
Official Capacity

Appendix A

PERSONAL INFORMATION COLLECTION POLICY REGARDING FORM 9

The Canadian Securities Exchange and its subsidiaries, affiliates, regulators and agents (collectively, "CSE or the "Exchange") collect and use the information (which may include personal or other information) which has been provided in Form 9 for the following purposes:

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- To determine whether an individual is suitable to be associated with a Listed Issuer;
- To determine whether an issuer is suitable for listing;
- To determine whether allowing an issuer to be listed or allowing an individual to be associated with a Listed Issuer could give rise to investor protection concerns or could bring the Exchange into disrepute;
- To conduct enforcement proceedings;
- To ensure compliance with Exchange Requirements and applicable securities legislation; and
- To fulfil the Exchange's obligation to regulate its marketplace.

The CSE also collects information, including personal information, from other sources, including but not limited to securities regulatory authorities, law enforcement and self-regulatory authorities, regulation service providers and their subsidiaries, affiliates, regulators and agents. The Exchange may disclose personal information to these entities or otherwise as provided by law and they may use it for their own investigations.

The Exchange may use third parties to process information or provide other administrative services. Any third party will be obliged to adhere to the security and confidentiality provisions set out in this policy.

All personal information provided to or collected by or on behalf of The Exchange and that is retained by The Exchange is kept in a secure environment. Only those employees who need to know the information for the purposes listed above are permitted access to the information or any summary thereof. Employees are instructed to keep the information confidential at all times.

Information about you that is retained by the Exchange and that you have identified as inaccurate or obsolete will be corrected or removed.

If you wish to consult your file or have any questions about this policy or our practices, please write the Chief Privacy Officer, Canadian Securities Exchange, 220 Bay Street – 9th Floor, Toronto, ON, M5J 2W4.

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT dated for reference the 21st day of December, 2020.

BETWEEN:

FLOW METALS CORP., a body corporate, duly incorporated under the laws of the Province of British Columbia with a registered office located at Suite 810 - 789 West Pender Street, Vancouver, BC V6C 1H2;

(the “**Company**”)

AND:

HICEST MEDIA LTD., a consultant having an address located at 110 - 255 1st Street West, North Vancouver, BC V7M 3G8

(the “**Creditor**”)

WHEREAS:

- A. The Company owes the Creditor an aggregate amount of \$12,000 (the “**Debt**”); and
- B. The Company and the Creditor desire to settle the Debt by the issuance of common shares (“**Shares**”) in the capital of the Company to the Creditor, in accordance with the terms of this Agreement

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

- 1. Subject to and upon receipt of acceptance for filing of this Agreement, the Company does hereby agree to issue unto the Creditor, as fully paid and non-assessable, a total of 200,000 Shares in the capital of the Company at a deemed price of \$0.06 per Share.
- 2. The Creditor hereby agrees that the receipt of the Shares specified in paragraph 1 hereof shall constitute a full and final settlement of the entire amount of the Debt and that upon receipt of the Shares, the Creditor for itself, its heirs, executors, administrators, successors and assigns shall release, remise and forever discharge the Company and its affiliates of the Debt and from any and all claims, past, present or future, which the Creditor now has or may have in the future against the Company for or by reason of or in any way arising under or in respect of the Debt.
- 3. The Creditor hereby acknowledges that there are no representations or warranties given by the Company or its directors or officers concerning the future value of the Shares.
- 4. The Creditor acknowledges that the Shares will be subject to a hold period under applicable Canadian securities laws and does hereby agree to abide by such hold period

and any and all other trading restrictions and filing requirements with respect to the Shares as may be required by applicable Canadian securities legislation, and the certificate(s) representing the Shares will be endorsed with the following legends:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE APRIL 22, 2021.


5. In the event of any subdivision, consolidation or other change in the share capital of the Company between the date of this Agreement and issuance of the Shares, the number of Shares to be issued hereunder and the price thereof shall be deemed to be adjusted in accordance with the subdivision, consolidation or other change in the share capital of the Company.
6. The Creditor agrees to provide the Company with such documentary evidence, including without limitation, copies of loan agreements, promissory notes, invoices, purchase orders, bills for goods delivered or services provided, as may be necessary to obtain acceptance of this Agreement and further agrees that the failure to do so, whether such failure results in delays or in the refusal of this Agreement, shall not constitute a default of the Company under this Agreement.
7. The Creditor will, at the request of the Company, execute and deliver such further agreements, instruments and documents and do such further acts and things as may be reasonably required in order to evidence, carry out and give full force and effect to the terms, conditions, intent and meaning of this Agreement.
8. The Creditor represents and warrants to the Company that:
 - (a) the Debt represents a bona fide debt that was incurred for value, on commercially reasonable terms and which, on the date it was incurred, was required to be repaid in cash;
 - (b) it is a resident of the jurisdiction set out opposite its name on the first page of this Agreement and it is not, and is not acquiring the Shares for the account or benefit of, a U.S. Person (as defined in Regulation S under the United States *Securities Act of 1933*) or a person in the United States;
 - (c) it does not have knowledge of any “material fact” or “material change” (as those terms are defined under applicable Canadian securities legislation) in the affairs of the Company that has not been generally disclosed to the public, save knowledge of this particular transaction;
 - (d) it has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual, is of full age of majority, in the jurisdiction in which it is resident, and if the Creditor is a corporation it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals by its directors,

shareholders and others have been given to authorize the execution of this Agreement on behalf of the Creditor; and

- (e) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Creditor enforceable against it;
- 9. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 10. This Agreement shall enure to the benefit of and be binding upon the respective parties hereto, their heirs, executors, administrators, successors and assigns.
- 11. This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred.
- 12. Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the Parties with respect to the Shares and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Company or by anyone else.
- 13. This Agreement may be executed in counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document and the parties will be entitled to rely on electronic delivery of an executed copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as at the day and year first above written.

FLOW METALS CORP.

By: 

Authorized Signatory

HICEST MEDIA LTD.

By: _____
Authorized Signatory

and any and all other trading restrictions and filing requirements with respect to the Shares as may be required by applicable Canadian securities legislation, and the certificate(s) representing the Shares will be endorsed with the following legends:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE APRIL 22, 2021.

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6. The Creditor agrees to provide the Company with such documentary evidence, including without limitation, copies of loan agreements, promissory notes, invoices, purchase orders, bills for goods delivered or services provided, as may be necessary to obtain acceptance of this Agreement and further agrees that the failure to do so, whether such failure results in delays or in the refusal of this Agreement, shall not constitute a default of the Company under this Agreement.
7. The Creditor will, at the request of the Company, execute and deliver such further agreements, instruments and documents and do such further acts and things as may be reasonably required in order to evidence, carry out and give full force and effect to the terms, conditions, intent and meaning of this Agreement.
8. The Creditor represents and warrants to the Company that:
 - (a) the Debt represents a bona fide debt that was incurred for value, on commercially reasonable terms and which, on the date it was incurred, was required to be repaid in cash;
 - (b) it is a resident of the jurisdiction set out opposite its name on the first page of this Agreement and it is not, and is not acquiring the Shares for the account or benefit of, a U.S. Person (as defined in Regulation S under the United States *Securities Act of 1933*) or a person in the United States;
 - (c) it does not have knowledge of any “material fact” or “material change” (as those terms are defined under applicable Canadian securities legislation) in the affairs of the Company that has not been generally disclosed to the public, save knowledge of this particular transaction;
 - (d) it has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual, is of full age of majority, in the jurisdiction in which it is resident, and if the Creditor is a corporation it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals by its directors,

