GETTY COPPER INC.

August 5, 2025

STRICTLY PRIVATE AND CONFIDENTIAL

The Board of Directors
1390120 B.C. Ltd
595 Burrard Street, Suite 1723
Vancouver, BC V7X 1J1

Dear Sirs,

Acquisition Transaction

This binding letter of intent (this "**Letter**") is entered into as of August 5, 2025 (the "**Effective Date**") outlines the principal terms and conditions upon which Getty Copper Inc. ("**Getty**") will acquire all of the issued and outstanding shares of 1390120 B.C. Ltd. ("**Numberco**") (the "**Transaction**").

Numberco owns a 100% interest in the Dot Property in British Columbia's Highland Valley (collectively, the "**Numberco Property**").

Getty owns an 82% interest in the Getty Property in British Columbia's Highland Valley (the "**Getty Property**").

1. Principal Terms

The principal terms of the Transaction are set forth in Schedule A attached to this Letter.

2. Agreement

Following the Effective Date, the parties intend to enter into a more comprehensive definitive agreement (together the "**Agreement**") incorporating the material terms and conditions described in this Letter, including representations and warranties (which may be qualified by written exceptions provided in disclosures schedules delivered at closing).

Unless and until the Agreement becomes effective, the parties agree to be bound by all of the terms and conditions of this Letter. Subject to the parties' approval of the results of their respective due diligence as provided below, the parties agree to use their good faith and commercially reasonable best efforts to enter into the Agreement promptly following completion of the Due Diligence Period (as defined below) on terms consistent in all material respects with the terms set forth in this Letter. If the parties have not executed the Agreement by the end of the Due Diligence Period and if a party has not terminated this Letter based on its disapproval of the results of due diligence, then this Letter, together with such other agreements as the parties mutually execute and deliver, shall become the definitive agreement.

3. No Shop

In connection with the evaluation of the Transaction and in consideration for the time expended and expenses incurred by both parties with respect to the Transaction, the parties agree to deal exclusively and in good faith with each other in regards to the Transaction, including without limitation, the settling of the form of the Agreement during the period (the "**Exclusivity Period**") from the Effective Date until the earlier of: (a) the termination of this Letter pursuant to Section9; or (b) the end of the Due Diligence Period.

During the Exclusivity Period, other than in connection with the transactions contemplated by this Letter, the parties shall not, and they shall cause their respective subsidiaries and their respective directors (in such capacity), officers, employees, representatives, advisors and agents (collectively, "**Agents**") not to, in each case, directly or indirectly:

(a) solicit, initiate, encourage, facilitate or accept any inquiry, proposal or offer (an "**Acquisition Proposal**") from any person (other than the parties hereto), whether written or oral, with respect to any of the following transactions ("**Alternative Transactions**"):

   (i) the acquisition or purchase by any person or group of persons acting jointly or in concert of any common shares or other voting securities, or securities convertible into or exercisable or exchangeable for any common shares or other voting securities, of a party representing 10% or more of the outstanding voting securities of a party, on a fully diluted basis;

   (ii) the acquisition or purchase by any person or group of persons acting jointly or in concert of any assets of a party (including equity interests of any subsidiary of a party) which assets individually or in the aggregate represent 10% or more of the total asset value of a party and its subsidiaries taken as a whole (based on the most recent consolidated financial statements of a party) (or any lease, licence, royalty, long-term supply agreement or other arrangement having a similar economic effect);

   (iii) a merger, recapitalization, restructuring, reorganization, amalgamation, arrangement, joint venture, or other business combination involving a party or any of its subsidiaries; or

   (iv) any other extraordinary business transaction involving or otherwise relating to a party or any of its subsidiaries;

(b) participate in any substantive discussions, conversations, negotiations or other communications with any person with respect to an Alternative Transaction;

(c) enter into any agreement, arrangement or understanding with respect to an Alternative Transaction or pursuant to which a party may be required to delay, abandon, terminate or fail to consummate the Transaction; or

(d) furnish any information to any person in connection with a proposed Alternative Transaction or otherwise assist, facilitate or encourage the making of, or cooperate in any way regarding, any Acquisition Proposal.

In addition, the parties agree to cease and terminate immediately, and to cause their respective Agents to cease and terminate immediately, any existing negotiations, discussions, conversations or other communications with respect to any Alternative Transaction.

Notwithstanding any of the foregoing this Section 3 shall not apply to the extent that it restricts a party or its board of directors from taking or refusing to take any action with respect to a *bona fide* Acquisition Proposal (which was not solicited, invited, facilitated, encouraged or initiated by Numberco or its Agents in contravention of this Section 3), provided that the party's board determines in good faith it could reasonably be expected to result in a transaction more favourable to the securityholders of the party than the Transaction (a "**Superior Proposal**").

Numberco shall have a fifteen-business day right to match any Superior Proposal.

In the event that Numberco does not match a Superior Proposal and Getty terminates this Letter in order to consummate such Superior Proposal (and in other circumstances to be set out in the Agreement), Getty shall pay to Numberco a termination fee of $500,000 within five business days of termination.

The parties shall promptly advise each other of their receipt of any Acquisition Proposal that may reasonably be expected to result in a transaction more favourable to the securityholders of the party than the Transaction, the identity of the person making such Acquisition Proposal and the terms and conditions of such Acquisition Proposal and shall refrain from engaging in any communication that may incite the continuation or pursuit of such Acquisition Proposal.

The foregoing provisions will be set out in further detail in the Agreement.

4. Confidentiality

All information provided by the parties hereto or their respective Agents will be subject to the terms of the confidentiality agreement dated June 9, 2025 (the "**Confidentiality Agreement**") between Getty and Numberco and to the extent of any conflict between a provision of this Agreement and the Confidentiality Agreement, the latter shall prevail.

5. Publicity

Getty will issue a press release regarding this Letter immediately upon its execution by Getty and Numberco in the form and including as much of the information required by TSX Venture Exchange ("**TSX-V**") Policy 5.2, which form is subject to the approval of the TSX-V. Thereafter, neither of the parties will make announcements regarding the Transaction or any other transactions contemplated herein that has not been previously reviewed and commented on by the other, except that Getty may issue a news release or make a filing with a regulatory authority if its counsel advises that such news release or filing is necessary in order to comply with applicable law or the rules and policies of any securities regulatory authority having jurisdiction over it, in which case it will first make a reasonable effort to obtain the approval of Numberco, acting reasonably.

6. Due Diligence

As promptly as reasonably practical following the Effective Date, Getty will allow Numberco to conduct its due diligence investigation of Getty ("**Numberco Due Diligence Investigation**"). Until Numberco either approves or disapproves of the results of the Numberco Due Diligence Investigation, but in no event longer than 15 days following the Effective Date ("**Due Diligence Period**"), Getty agrees to provide Numberco with access to all of the books and records of Getty and of the Getty Property and, to the maximum extent permitted under competition and data protection law, access to all other persons and all assets necessary to evaluate the Getty Property, assets, prospects, financial condition and liabilities of Getty. Numberco and its representatives will be permitted to have discussions with all Getty employees, contractors, agents, customers, suppliers and other third parties, including without limitation, any outside advisors of Getty, perform a more detailed review of the Getty Property and complete, to Numberco's reasonable satisfaction, an investigation of all assets and liabilities of Getty, including without limitation, business, accounting, financial, intellectual property, employee, and legal compliance matters (and all liabilities and potential liabilities with respect thereto). Getty agrees to take all action reasonably requested by Numberco to procure the foregoing but always within the framework of the competition and data protection law. Notwithstanding anything to the contrary contained herein, the results of the Numberco Due Diligence Investigation and the terms of the Agreement will be subject to approval of Numberco as a condition to proceeding with the Transaction. Upon its completion of the Numberco Due Diligence Investigation, but in no event later than the end of the Due Diligence Period, Numberco shall notify Getty that it either approves or disapproves of the results of the Numberco Due Diligence Investigation. This Letter and the obligations of the parties hereunder will terminate at the election of Numberco in the event that Numberco disapproves the results of the Numberco Due Diligence Investigation.

As promptly as reasonably practical following the Effective Date, Numberco will allow Getty to conduct its due diligence investigation of Numberco ("**Getty Due Diligence Investigation**"). Until Getty either approves or disapproves of the results of the Getty Due Diligence Investigation, but in no event longer than the end of the Due Diligence Period, Numberco agrees to provide Getty with access to all of the books and records of Numberco and of the Numberco Property and, to the maximum extent permitted under competition and data protection law, access to all other persons and all assets necessary to evaluate the Numberco Property, assets, prospects, financial condition and liabilities of Numberco. Getty and its representatives will be permitted to have discussions with all Numberco employees, contractors, agents, customers, suppliers and other third parties, including without limitation, any outside advisors of Numberco, perform a more detailed review of the Numberco Property and complete, to Getty's reasonable satisfaction, an investigation of all assets and liabilities of Numberco, including without limitation, business, accounting, financial, intellectual property, employee, and legal compliance matters (and all liabilities and potential liabilities with respect thereto). Numberco agrees to take all action reasonably requested by Getty to procure the foregoing but always within the framework of the competition and data protection law. Notwithstanding anything to the contrary contained herein, the results of the Getty Due Diligence Investigation and the terms of the Agreement will be subject to approval of Getty as a condition to proceeding with the Transaction. Upon its completion of the Getty Due Diligence Investigation, but in no event later than the end of the Due Diligence Period, Getty shall notify Numberco that it either approves or disapproves of the results of the Getty Due Diligence Investigation. This Letter and the obligations of the parties hereunder will terminate at the election of Getty in the event that Getty disapproves the results of the Getty Due Diligence Investigation.

7. Business of Numberco and Getty

During the Exclusivity Period, each party agrees that it: (a) will advise the other party, on an ongoing basis, of its business operations and will advise the other party if it enters into or intends to enter into any material agreement or incur any material expenditures other than those which have been publicly announced as of the Effective Date; and (b) will not enter into any agreement with any insider or issue any securities (other than as contemplated by this Letter or pursuant to the exercise of options outstanding as of the date hereof or the issuance of stock options to newly hired employees or as required by agreements in force and effect prior to the date hereof) without the prior consent of the other party, such consent not to be unreasonably withheld.

8. Costs of Transaction

All fees and expenses incurred in connection with this Letter, the Transaction and all matters related thereto will be borne by the party incurring such expenses.

9. Termination

This Letter may be terminated as follows: (i) by mutual written agreement of the parties; (ii) by Numberco or Getty pursuant to Section 3 or 6; (iii) by Numberco upon a material breach of any provision of this Letter by Getty; and (iv) by Getty if the Concurrent Private Placement (as defined in Schedule A) does not close within 90 days of the Effective Date. Except as expressly set forth in this Section 9, this Letter may not be terminated by Getty.

10. Binding Effect

The Parties agree that this Letter is a binding agreement reflecting the agreement of Getty and Numberco to negotiate in good faith the Agreement to give effect to the Transaction as described herein, and that the terms hereof are legally binding and legally enforceable and shall remain in full force and effect until the date it is terminated pursuant to Section 9.

11. Miscellaneous

This Letter constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto.

No amendment to this Letter will be valid or binding unless set forth in writing and duly executed by each of the parties hereto. No waiver of any breach of any provision of this Letter will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived. Any agreement as to the extension or waiver of any provision of this Letter by any party will be valid only if in writing signed by such party.

No assignment or transfer of any party's rights or obligations under this Letter shall be made except with the prior written consent of the other party. Any assignment or transfer purported to be made in violation of the preceding sentence shall be null and void.

The parties hereto agree that monetary damages would not alone be sufficient to remedy any breach by a party hereto of any term or provision of this Letter and that each party hereto will also be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to this Letter or at law or in equity. Each party hereto further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

Time shall be of the essence of this Letter.

This Letter will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

This Letter may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the same instrument. Delivery of an executed signature page to this Letter by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Letter by such party.

If the foregoing is acceptable to you, please so indicate by executing where indicated below and return to us on or before 5:00 p.m. (Vancouver time) on August 5, 2025.

Yours truly,

GETTY COPPER INC.

By: *"Tom MacNeill"*
Authorized Signatory

Agreed to as of the 5th day of August, 2025

1390120 B.C. LTD.

By: *"Mahesh Liyanage"*
Authorized Signatory

SCHEDULE A

Term Sheet

[Attached]

GETTY COPPER INC.

ACQUISITION OF 1390120 B.C. LTD.

TERM SHEET

Parties	1. Getty Copper Inc. ("**Getty**"), a company incorporated under the laws of British Columbia and listed on the TSX Venture Exchange (the "**Exchange**"); and 2. 1390120 B.C. Ltd. ("**Numberco**"), a private company incorporated under the laws of British Columbia. Getty and Numberco are referred to as the "**Parties**" and each, a "**Party**".
Transaction	Business combination between Getty and Numberco (the "**Transaction**") whereby Getty will acquire 100% of the outstanding common shares (the "**Numberco Shares**") of Numberco.
Capital Structures	**<u>Getty</u>** On execution of the Agreement: <u>Getty Shares</u> Getty has 165,541,205 common shares (the "**Getty Shares**") issued and outstanding. <u>Getty Stock Options</u> Getty will have up to 5,837,110 stock options (the "**Getty Stock Options**") outstanding, each exercisable for one Getty Share at an exercise price of $0.05. It is expected that the new board of directors of the resulting issuer will issue additional Getty Stock Options to directors and officers in accordance with the stock option plan, applicable Exchange policies, and customary practices. <u>Getty Warrants</u> Getty will have outstanding up to 17,500,000 warrants outstanding, each exercisable for one Getty Share at an exercise price of $0.075. **<u>Numberco</u>** <u>Numberco Shares</u> Numberco will have 65,000,000 Numberco Shares issued and outstanding. At least 2,000,000 of the Numberco Shares will have been issued at a price of $0.05. <u>Numberco Stock Options</u>

	Numberco will have 6,500,000 stock options (the "**Numberco Stock Options**") outstanding, each exercisable for one Numberco Share at an exercise price of \$0.05. <u>Numberco Warrants</u> Numberco will have 2,000,000 warrants (the "**Numberco Warrants**") outstanding, each exercisable for one Numberco Share at an exercise price of \$0.075.
Consolidation	Getty will undertake a common share consolidation on a 5-to-1 basis immediately following the completion of the Transaction.
Transaction	<u>Private Placement</u> The principals of Numberco will complete a private placement financing for gross proceeds of a minimum of \$12,000,000 (the "**Concurrent Private Placement**") by the issuance of common shares or subscription receipts (the "**Offered Securities**") of Getty at a minimum of \$0.12 per Offered Security. It is expected that an agent will be retained for the Concurrent Private Placement, and that the agent would be paid customary compensation for such agency services from the proceeds of the Concurrent Private Placement. Successful completion of the Concurrent Private Placement will be a condition of closing of the Transaction and the Agreement will terminate if not closed within 90 days of the execution of the binding Letter of Intent to which this Term Sheet is attached. <u>Acquisition of Shares of Numberco</u> Pursuant to the terms of the Transaction, Getty will acquire all of the issued and outstanding Numberco Shares, and as consideration, Getty will issue one Getty Share for each Numberco Share. All Numberco Stock Options and Numberco Warrants will be exchanged for Getty Stock Options and Getty Warrants, respectively, unless such exchange is not required by the terms of such Numberco Stock Options and Numberco Warrants, as the case may be. It is initially contemplated that the Transaction will be structured as a share purchase or share exchange. The Parties will mutually agree on the final structure for proceeding with the Transaction following completion of due diligence and a review of tax, accounting, corporate and securities law issues.

Non-Solicitation; Superior Proposals	The terms of the Agreement will include a customary non-solicitation covenant of Getty in favour of Numberco, subject to a customary "fiduciary out" to allow the Getty board of directors to consider and respond to certain unsolicited *bona fide* written acquisition proposals that are, or are reasonably likely to lead to, a "Superior Proposal" (to be defined in the Agreement), in order to allow the Getty board of directors to discharge its fiduciary duties going forward.
Right to Match	The Agreement will provide that Numberco will have a fifteen-business day right to match any Superior Proposal.
Termination Payment	The Agreement will provide for a termination fee in the amount of $500,000 payable by Getty in the event it is terminated by Getty in certain customary circumstances to be specified in the Agreement.
Expense Reimbursement	The Agreement will provide for an expense reimbursement in favour of each party in the event that it is terminated in certain customary circumstances to be specified in the Agreement it being understood that Numberco shall not in any circumstance be entitled a termination payment in addition to an expense reimbursement.
Resale Restrictions	The securities of Getty to be issued in connection with the Transaction will be issued pursuant to prospectus exemption requirements of National Instrument 45-106 – *Prospectus and Registration Exemptions* may be subject to Exchange escrow restrictions and will be subject to resale restrictions as required applicable securities legislation.
Board of Directors	The board of directors of Getty following completion of the Transaction will consist of five members, two of whom will be nominated by Getty (expected to be Brent Lepinski, Tom MacNeill), two of whom will be nominated by Numberco (expected to be Charles Funk and either Mahesh Liyanage or Sam Anderson) and one of whom will be an independent director mutually agreed by Getty and Numberco. Getty will enter into consulting agreements with each resigning director on terms to be agreed between Getty and Numberco.
Management Team	Charles Funk will be appointed as Chairman of the Getty board of directors following the completion of the Transaction. The balance of the management team of Getty following completion of the Transaction will be recommended by Numberco. Each of Tom MacNeill and Brent Lepinski will be involved in management of Getty following completion of the Transaction. Getty will enter into consulting agreements with each resigning member of management on terms to be agreed between Getty and Numberco.

	Marilyn Young will be offered a customary severance package (based on common law) in recognition of her years of service to Getty.
Support Agreements	Getty will use its best efforts to cause: (a) each of its directors and officers; and (b) any other significant security holders of Getty identified by Numberco before the Agreement is executed, to enter into customary voting support agreements (the "**Support Agreements**") with Numberco, whereby such persons will agree to vote all Getty securities which they each control or hold, directly or indirectly, in favour of the Transaction at any meetings of security holders convened for the purpose of considering the Transaction. The Support Agreements will be in a form satisfactory to Numberco, acting reasonably.
Getty Liabilities	Getty represents that it has debt and other liabilities including any accrued unbilled indebtedness in an amount not exceeding $4,000,000 (the "**Getty Liabilities**"). It is understood that all Getty Liabilities will be paid out of the proceeds of the Concurrent Private Placement.
Recognition	Upon the opening of a mine on the Getty Project, Getty will ensure that John Lepinski will be recognized for his major contributions to the development of the Getty Project.
Conditions to Entering into the Agreement	The conditions to entering into the Agreement will include the following: 1. the approvals from each of the boards of directors of Getty, Numberco; and 2. the completion of due diligence review by each of Getty and Numberco.

Conditions to Closing the Transaction	The closing of the Transaction will be subject to at least the following mutual conditions precedent: 1. the execution of the Agreement; 2. completion of the Concurrent Private Placement; 3. any required approval under law or by regulatory bodies by the requisite majority of the votes cast by the shareholders of Getty at a properly constituted meeting of the shareholders of Getty; 4. the receipt of all necessary regulatory, corporate and third party approvals, including the approval of the Exchange, and compliance with all applicable regulatory requirements and conditions in connection with the Transaction; 5. the maintenance of Getty's listing on the Exchange (and Getty's listing shall not have been transferred to the NEX board of the Exchange); 6. the confirmation of the representations and warranties of each party to the Agreement as set out in such agreement; 7. the absence of any material adverse effect on the financial and operational condition or the assets of each of the parties to the Agreement; 8. the delivery of standard completion documentation; and 9. other condition precedents customary for a transaction such as the Transaction.
Expenses	Subject to the provisions of the letter of intent, each Party will be responsible for the payment of its own professional fees (including but not limited to legal, accounting, sponsorship and valuation fees) and other expenses incurred by it in connection with the Transaction.
Closing Date	The day which is the tenth business day following the satisfaction or waiver of the condition precedents or such other date as mutually agreed to by the Parties, but in any event no later than six months from the date of execution of the Agreement or such later date to be set out in the Agreement.