VOTING SUPPORT AND LOCK-UP AGREEMENT

THIS AGREEMENT is made as of July 2, 2026.

BETWEEN:

NEMESIA S.À R.L.

(the “**Securityholder**”)

– and –

BHP COPPER INC.
a company existing under the laws of Delaware

(the “**Investor**”)

WHEREAS, in connection with a purchase and sale agreement dated the date hereof (as may be amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”) among, *inter alios*, Faraday Copper Corp. (the “**Company**”) and the Investor, the Company or its Affiliate will acquire the Transferred Assets from the Investor in consideration for the issuance by the Company of the Consideration Shares and the assumption by the Company or its Affiliate of the Assumed Liabilities, in accordance with the terms and subject to the conditions set forth in the Purchase Agreement.

WHEREAS the Securityholder and its Affiliates are the registered and/or beneficial owners of that number of issued and outstanding Company Shares and Convertible Securities set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Securityholder acknowledges that the Investor would not enter into the Purchase Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Purchase Agreement shall have the respective meanings ascribed to them in the Purchase Agreement. For the purposes of this Agreement:

“**Change of Control Transaction**” means: (a) any direct or indirect take-over bid, tender offer, exchange offer or other similar transaction by any person or group of persons acting jointly (other than the Securityholder, any of its Affiliates or any other person acting jointly or in concert with the Securityholder or any of its Affiliates) that if completed, would result in such person or group of persons acting jointly or in concert beneficially owning more than 50% of the then issued and outstanding Company Shares; (b) any plan of arrangement, merger, amalgamation, consolidation, securities exchange, business combination or other similar transaction or series of transactions, that if completed, would result in the holders of the Company Shares immediately prior to the consummation of such transaction or series of transactions holding less than 50.1% of the then issued and outstanding Company Shares immediately following such transaction or series of transactions; or (c) any direct or indirect sale, lease, transfer, exclusive license, conveyance or other disposition, in one or a series of transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries, taken as a whole, to any person (other than to the Company or to any wholly-owned subsidiary of the Company).

"**Company Shares**" means common shares in the capital of the Company and includes any other voting shares in the capital of the Company that may be issued hereafter and any shares into which such common shares or other voting shares may be converted, reclassified, subdivided, consolidated, exchanged or otherwise changed.

"**Convertible Securities**" means any option, warrant, right, unit or other security or conversion right or privilege issued or granted by the Company that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder thereof to purchase or otherwise acquire any Company Shares, including pursuant to one or more multiple exercises, conversions and/or exchanges.

"**Equity Securities**" means, collectively, Company Shares and Convertible Securities.

"**Subject Securities**" means, with reference to the Securityholder, collectively, all of the Equity Securities set forth on the Securityholder's signature page attached to this Agreement, being all of the Equity Securities owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Equity Securities that the Securityholder otherwise acquires legal or beneficial ownership of, or direct or indirect control or direction over, after the date hereof.

"**Transfer**" includes any direct or indirect sale, transfer, pledge, hypothecation, loan, assignment, granting of any option, right or warrant to purchase (including any short sale, put option, call option, swap, forward, hedge or any other agreement or arrangement to transfer the economic consequences of ownership), or other disposition.

"**Transfer Restriction Outside Date**" means earliest to occur of: (a) the entry into of a definitive agreement, indenture, contract, lease, deed of trust, licence, option, instrument, arrangement, understanding, undertaking or other commitment, whether written or oral, by the Company or one or more of its subsidiaries relating to a potential Change of Control Transaction; (b) the public announcement of a take-over bid, tender offer, exchange offer or other similar transaction that if completed, would result in a person or group of persons acting jointly or in concert (other than the Securityholder, any of its Affiliates or any other person acting jointly or in concert with the Securityholder or its Affiliates) beneficially owning more than 50% of the then issued and outstanding Company Shares; or (c) the date that is 12 months following the date on which the Closing occurs.

ARTICLE 2
COVENANTS

Section 2.1 General Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Investor that, from the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

(a) at the Faraday Meeting and at any other meeting of Faraday Shareholders called to vote upon the Approval Resolution or any other matter necessary for the completion of the transactions contemplated by the Purchase Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of such meeting) with respect to the Approval Resolution is sought, the Securityholder shall cause its Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (which have a right to vote at such meeting) in favour of the approval of the Approval Resolution and any other matter necessary for the completion of the transactions contemplated by the Purchase Agreement;

(b) at the Faraday Meeting or at any other meeting of the Faraday Shareholders or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the holders of securities of the Company is sought to which the Securityholder holds securities entitled to vote at (including by written consent in lieu of such meeting), the Securityholder shall cause its Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (which have a right to vote at such meeting) against: (i) any action, agreement, transaction or proposal that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Company under the Purchase Agreement or of the Securityholder under this Agreement, and/or (ii) any Acquisition Proposal or any other matter that could reasonably be expected to delay, prevent, impede or frustrate the completion of the transactions contemplated by the Purchase Agreement;

(c) the Securityholder hereby revokes any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement, and the Securityholder agrees not to, directly or indirectly, grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement;

(d) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to any of the transactions contemplated by the Purchase Agreement that the Securityholder may have, and shall not exercise any other similar securityholder rights or remedies available at common law or pursuant to applicable corporate law in connection with the transactions contemplated by the Purchase Agreement;

(e) no later than 10 Business Days prior to the date of the Faraday Meeting or any other meeting of Faraday Shareholders called to vote upon the Approval Resolution: (i) with respect to any Subject Securities (which have a right to vote at such meeting) that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Approval Resolution; and (ii) with respect to any Subject Securities (which have a right to vote at such meeting) that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds its beneficial interest in the Subject Securities instructing that the Subject Securities be voted in favour of the Approval Resolution. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Investor; and

(f) the Securityholder acknowledges that any new Equity Securities acquired legally or beneficially, either directly or indirectly, by the Securityholder, or over which the Securityholder newly exercises control or direction, either directly or indirectly, in each case after the execution of this Agreement, shall constitute Subject Securities subject to the terms of this Agreement as though owned by the Securityholder on the date of this Agreement.

Section 2.2 Transfer Restrictions of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Investor that, from the date hereof until the termination of this Agreement in accordance with Article 4, the Securityholder shall not and shall cause its Affiliates not to, without the prior written consent of the Investor, Transfer any Equity Securities, except for: (a) any Transfer of Equity Securities (i) to its Affiliates; (ii) occurring by operation of law; or (iii) in connection with any pledge or hypothecation of such Equity Securities in favour of a third party lender as security for bona fide indebtedness of the Securityholder or any of its Affiliates, provided that in each of clauses (i), (ii) and (iii), any such transferee or pledgee shall, prior to any such Transfer, agree to be bound by all of the covenants of the Securityholder contained herein and comply with the Securityholder's obligations under the provisions of this Agreement; and (b) the exercise, conversion or exchange and settlement of Convertible Securities.

Section 2.3 Non-Solicitation Covenants of the Securityholder

The Securityholder agrees that, from the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with Article 4:

(a) neither the Securityholder nor any representative thereof will, directly or indirectly, (i) make, initiate, solicit, promote, entertain, facilitate or encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding), or take any other action that facilitates, directly or indirectly, any inquiry or the making of any inquiry, proposal or offer with respect to an Acquisition Proposal or that may reasonably be expected to constitute or lead to an Acquisition Proposal; or (ii) enter into, engage in, continue or otherwise participate, directly or indirectly, in any discussions or negotiations with, furnish confidential information to, or otherwise cooperate with, any person (other than the Investor) regarding an Acquisition Proposal or any inquiry, proposal or offer that may reasonably be expected to constitute or lead to an Acquisition Proposal; and

(b) the Securityholder will (i) promptly notify the Investor, at first orally and thereafter in writing, of any inquiries, offers, proposals or requests with respect to an Acquisition Proposal (whether or not in writing) or any inquiries, offers, proposals or requests that may reasonably be expected to constitute or lead to an Acquisition Proposal, in each case received after the date hereof of which the Securityholder becomes aware (which written notice shall include a copy of any such inquiry, offer, proposal or request (and any amendments or supplements thereto), a description of the material terms and conditions of such inquiry, offer, proposal or request, the identity of the person making it, if not previously provided to the Investor and copies of all information provided to the third party), (ii) promptly provide to the Investor such other information concerning such inquiry, offer, proposal or request as the Investor may reasonably request, including all material or substantive correspondence and documents relating to such inquiry, offer, proposal or request, and (iii) keep the Investor fully informed of the status and details of any such inquiry, offer, proposal or request, including any amendments, and answer the Investor's reasonable questions with respect thereto.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents, warrants and covenants to the Investor as follows, and acknowledges that the Investor is relying upon such representations, warranties and covenants in entering into this Agreement and the Purchase Agreement:

(a) **Incorporation; Capacity; Authorization.** The Securityholder is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and it has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.

(b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(c) **Ownership of Shares and Other Securities.** The Securityholder is the sole registered and/or beneficial owner of its Subject Securities. As of the date hereof, the Securityholder does not directly or indirectly control or direct, or own or have any registered or beneficial interest in, any other securities of the Company, other than as disclosed on the Securityholder's signature page attached to this Agreement.

(d) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby nor the compliance by the Securityholder with any of the provisions hereof will:

(i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Securityholder, if applicable, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound;

(ii) require on the part of the Securityholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Securityholder will undertake)) or permit, authorization, consent or approval of, any Governmental Authority or any other person; or

(iii) subject to compliance with any approval or Laws contemplated by the Purchase Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Securityholder or any of its properties or assets, in each case other than as would not be reasonably expected to have a material impact on the Securityholder's ability to perform its obligations hereunder.

(e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Authority, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material impact on the Securityholder's ability to perform its obligations hereunder. There is no order of any Governmental Authority against the Securityholder that would reasonably be expected to have a material impact on the Securityholder's ability to perform its obligations hereunder.

(f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities (which have a right to vote at such meeting) as contemplated herein. Except as provided for in this Agreement, none of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.

Section 3.2 Representations and Warranties of the Investor

The Investor hereby represents, warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) **Capacity.** It validly subsists under the laws of its jurisdiction of organization and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

(b) **Authorization.** The execution, delivery and performance of this Agreement by it has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.

(c) **Enforceable.** This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

ARTICLE 4
TERMINATION

Section 4.1 Termination

This Agreement shall terminate automatically and be of no further force or effect upon the earliest of:

(a) the mutual written agreement of the Investor and the Securityholder;

(b) written notice by the Investor, if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Investor contained in this Agreement in all material respects;

(c) written notice by the Securityholder, if: (i) any of the representations and warranties of the Investor in this Agreement shall not be true and correct in all material respects; or (ii) the Investor shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects;

(d) the termination of the Purchase Agreement in accordance with its terms; and

(e) the Transfer Restriction Outside Date.

Section 4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect to the Subject Securities.

ARTICLE 5
GENERAL

Section 5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Investor may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 5.2 Disclosure

The Securityholder hereby consents to the disclosure of the substance of this Agreement in any press release or any circular relating to the Faraday Meeting and the filing of a copy thereof by the Company at www.sedarplus.ca. Except as set forth above or as required by applicable Laws, the Securityholder shall not make any public announcement or statement with respect to this Agreement without the approval of the Investor.

Section 5.3 Time

Time is of the essence of this Agreement

Section 5.4 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

Section 5.5 Entire Agreement

This Agreement, and the provisions of the Purchase Agreement incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof.

Section 5.6 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

Section 5.7 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 5.8 Assignment

Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the other party, except that the Investor may assign all or any portion of its rights or obligations under this Agreement to any of its Affiliates.

Section 5.9 Benefit of Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns of the parties.

Section 5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 5.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic mail addressed to the recipient as follows, in the case of:

(a) the Investor, addressed as follows:

BHP Copper Inc.
6840 North Oracle Road
Suite 100
Tucson, AZ 85704

Attention: *[redacted – personal information]*

E-mail: *[redacted – personal information]*

with a copy (which shall not constitute notice) to:

Stikeman Elliott LLP
199 Bay Street, Suite 5300
Toronto, Ontario M5L 1B9

Attention: *[redacted – personal information]*
Email: *[redacted – personal information]*

(b) the Securityholder, as set forth on the signature page to this Agreement,

or to such other street address, individual or electronic communication number or address as may be designated by notice given by a party to the other parties. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic mail, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next Business Day if not given during such hours on any day.

Section 5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by the Securityholder of any material obligations contained in this Agreement may cause the Investor to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, the Investor shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

Section 5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

Section 5.14 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including counterparts delivered by email), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement. The parties shall be entitled to rely upon delivery of an executed PDF or similar executed electronic copy of this Agreement, and such PDF or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[*Remainder of page intentionally left blank. Signature pages follow.*]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

BHP COPPER INC.

By: */Signed*
Name:
Title:

NEMESIA S.À R.L.

(Print Name of Securityholder)

/s/ J. Chabannet */s/ M. Rigaux*

(Signature of Securityholder or Authorized Signatory)

Luxembourg

(Place of Residency)

J. Chabannet, manager M. Rigaux, manager

(Print Name and Title)

Address: *[redacted – personal information]*

[redacted – personal information]

Telephone: *[redacted – personal information]*

Email: *[redacted – personal information]*

(Number of Company Shares Held)

51,569,505

(Number of Warrants Held)

1,125,000