

Digital Media Disclaimer

Introduction

Departures Capital Inc. is a paid advertiser and subcontractor through North Equities Corp. (“**North Equities**” or the “**Company**”). The following disclosure refers to both North Equities and **Departures Capital Inc.** and discloses the compensation that North Equities paid **Departures Capital Inc.** for sub-contracting advertising services (the “**Advertisement**”).

Conformity with the Securities Laws and Regulations of British Columbia and Canada

We receive either monetary or securities compensation from Client Companies for our services in conformity with the securities laws of British Columbia and Canada. The North Equities Website contains information that is defined by securities laws as promotional activity, which requires the Company to disclose the following information in a manner that a reasonable person would consider to be prominent:

- (a) The name of any person or company for which the person or company has been retained to conduct the promotional activity;
- (b) If the person or company has received or may receive compensation for the promotional activity,
 - i. The name of any person or company providing the compensation,
 - ii. A description of compensation and whether it includes a security or derivative that is subject of the promotion activity and
 - iii. A statement that the information referred to in paragraphs (a), (b)(i) and (ii) and (c) to (g) is required to be disclosed by law;
- (c) Whether the person or company beneficially owns, or controls or directs, directly or indirectly, a security, or a related financial instrument of or in respect of a security, that is the subject of the promotional activity;
- (d) In the case of a derivative, whether the person or company has an interest in a derivative or an underlying interest of a derivative that is the subject of the promotional activity;
- (e) Whether the person or company has an intention to:
 - i. Acquire or dispose of a security that is the subject of the promotional activity,
 - ii. Transact a related financial instrument of a security that is the subject of the promotional activity,
 - iii. Trade a derivative that is the subject of the promotional activity, or
 - iv. Transact an underlying interest of a derivative if the underlying interest or the derivative is the subject of the promotional activity;
- (f) Any platform or other medium on or through which the promotional activity will occur;
- (g) A description of any conflict of interest arising from or related to the activity.

Do Not Use Any Information in Our Publications to Make an Investment Decision

We are paid advertisers and we are publishers of publicly disseminated information on behalf of our clients, publicly traded companies, or non-affiliate third party shareholders of various issuers (“**Client Companies**”). Do not base an investment decision on any of the contents of our publications.

We do not act, directly or indirectly, in the capacity of any of the following and you should not construe our activities as involving any of the following: (a) investment advisor; (b) broker dealer; (c) broker; (d)

dealer; (e) stock recommender; (f) stock picker; (g) finer; (h) securities trading expert; (i) financial planner; (j) engaging in the offer and sale of securities; (k) securities analyst; (l) financial analyst; (m) providing price targets or buy or sell recommendations.

The information found on the North Equities Website and the Advertisement was prepared without regard to any particular investor's investment objectives, financial situation, or needs. Accordingly, investors should not act on any information in this document without obtaining specific advice from their financial advisors and should not rely on information herein as the basis for their investment decisions. Investments based on the information provided in the Advertisement or on northequities.com involve a substantial risk of loss and are not appropriate for everyone. No representation is being made that utilizing the information in the Advertisement or on northequities.com will result in profitable trading or be free of risk of loss. Before deciding to trade or invest you should carefully consider your investment objectives, level of experience, and ability to tolerate risk. The possibility exists that you could sustain a loss of some or all of your investment.

Compensation

On **October 25, 2022**, in connection with our agreement with **Recharge Resources Ltd.** North Equities has been compensated **up to Three Hundred Thousand and two hundred sixty five thousand options** for a term of **six months. North Equities was compensated \$100k CAD on or about October 25, 2022.**

Third Party Compensation

On **November 7, 2022** we hired **Departures Capital Inc.** to perform public awareness services on behalf of **Recharge Resources Ltd.** and paid **Departures Capital Inc. two thousand three hundred dollars.**

The information contained in the **Youtube Video** is an advertisement and is not intended to induce the sale of a security. You should not rely on the information herein as investment advice. North Equities is a marketing and advertising company. If you are seeking personal investment advice, please contact a qualified and registered broker, investment adviser or financial adviser. You should not make any investment decisions based on the information contained in the Advertisement or North Equities' website. North Equities has been compensated, directly by **Recharge Resources Ltd.**, with **wire payment.** North Equities has hired **Departures Capital Inc.** to advertise **Recharge Resources Ltd.** services through the **Youtube video.** The advertisements conducted by North Equities and **Departures Capital Inc.** intend to highlight **Recharge Resources Ltd.** for your further investigation; they are not recommendations. The securities issued by **Recharge Resources Ltd.** profiled in the Advertisement and on northequities.com should be considered high risk and, if you do invest, you may lose your entire investment. Please do your own research before investing, including reading the **Recharge Resources Ltd.** SEDAR filings, news releases, and risk disclosures. Information in this advertisement was provided by the Client Company extracted by SEDAR, company websites, and other publicly available sources. The above information is required by Canadian securities law to avoid investors concluding that North Equities, in conducting promotional activity, is disclosing conflicts of interest voluntarily.

Disclosure Statement

The Company may, at any time, own, acquire, hold, trade, or sell the securities, commodities or similar financial or equity-linked instruments of **Recharge Resources Ltd** or in options or other derivative instruments based thereon. In addition, the Company, or the shareholders, directors, officers and/or

employees of the legal entities that comprise the Company may from time to time have long or short positions in such securities or in options, futures or other derivative instruments based thereon.

Forward-Looking Information

Certain information contained in the Advertisement and on northequities.com including any information as to the future financial or operating performance of the companies highlighted, may be deemed “forward looking”. All statements in the Advertisement or on northequities.com, other than statements of historical fact, which address events or developments is expected to occur, are “forward-looking statements” or “forward-looking information”. Generally, these forward-looking statements can be identified by the use of forward-looking terminology, including but not limited to, the words “expects”, “does not expect”, “plans”, “anticipates”, “does not anticipate”, “believes”, “intends”, “estimates”, “projects”, “potential”, “scheduled”, “forecast”, “budget” and similar expressions or their negative connotations, or that events or conditions “will”, “would”, “may”, “could”, “should” or “might” occur.

All such forward-looking statements are subject to important risk factors and uncertainties, many of which are beyond the ability to control or predict. Forward-looking statements are necessarily based on estimates and assumptions that are inherently subject to known and unknown risks, uncertainties and other factors that may cause Client Companies’ actual results, level of activity, performance or achievements to be materially different from those expressed or implied by such forward-looking statements.

Forward-looking statements are not guarantees of future performance, and actual results and future events could materially differ from those anticipated in such statements. All of the forward-looking statements contained in the Advertisement or on northequities.com are qualified by these cautionary statements. The Company expressly disclaims any intent or obligation to update or revise any forward-looking statements, whether as a result of new information, events or otherwise, except in accordance with applicable securities laws.

This is the official website of North Equities

Please read the following terms and conditions of website use (the “**terms and conditions**”) carefully before accessing or using the Company’s website as they represent a binding agreement between you (either an individual or a single entity) and North Equities and govern your use of northequities.com together with all of the information and materials available on such website (collectively, “**This Site**”, “**North Equities Website**” or “**northequities.com**”). By accessing, browsing or using the North Equities Website, you agree to be bound by the terms and conditions as outlined in this agreement. If you have not read, do not understand, or do not agree to be bound by these terms and conditions, please do not use the North Equities Website. The Company reserves the right, in its sole discretion, to change these terms and conditions from time to time at its sole discretion and without notice.

It is your responsibility to check for any updates, and you should revisit this page from time to time as your use of the North Equities Website is subject to the most current version of the terms and conditions posted at the time of such use.

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Indemnity

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless the Company, and its respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of your breach of any provision of these terms and conditions or, any applicable law or proprietary or privacy right in connection therewith. The Company reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defence of any claim.

Stock Quotes

All stock price quotes and historical stock price data on the North Equities Website and/or in the Advertisement are provided by third parties, are for informational purposes only, and are not intended for trading purposes. If you are contemplating trading in securities of companies mentioned in the Advertisement or on northequities.com, the Company strongly advises that you obtain independent professional advice (including independent legal and financial advice from qualified advisors), before making any investment decision. The Company makes no representation or warranty regarding the timeliness, accuracy or completeness of any stock price quotes or historical stock price data.

Other Countries

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Laws

By accessing the Website, you and North Equities agree that all matters relating to your access to, or use of, the Website shall be governed by the statutes and laws of the Province of Ontario or the federal laws of Canada, as applicable, without regard to the conflicts of laws principles thereof. You and North Equities also agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario with respect to any and all matters arising in connection with these Terms of Use.