

**Regulus Resources Inc.**  
**(the "Company")**

**Quiet Trading Policy**

**Introduction**

This constitutes the Company's Quiet Trading Policy (the "Policy").

**Objective**

The objective of this Policy is to take reasonable steps to ensure that no one closely associated with the Company trades in the Company's securities at a time when it would not be appropriate to do so.

**Applicability**

This Policy applies to the following parties associated with the Company and its subsidiaries as outlined below (the "Corporate Group") (the "Company Associates"):

- The members of the Boards of Directors of the Corporate Group.
- The Senior Officers of the Corporate Group.
- The respective "Insiders" of the Corporate Group.
- The full-time employees of the Company.
- Any company, partnership, trust or other organized legal entity controlled by any one or more of the foregoing (i.e. such as a personal holding company or a family trust).
- Any other party associated with a member of the Corporate Group that may be, from time to time, designated by the Board as a party to whom these Procedures should apply.

**What is a Quiet Trading Period?**

A Quiet Trading Period is a situation that will be imposed by management on some or all of the Company Associates from time to time. When a Quiet Trading Period is imposed it will mean that, until it is lifted, the affected Company Associates will **not** be entitled to:

- **exercise or convert any stock options** or other convertible or exercisable securities of the Company; or
- **sell any shares** or other securities of the Company whether privately or through the market; or
- **purchase any shares** or other securities of the Company whether privately or through the market.

The term "**securities**" includes, without limitation, the following:

- **common and preferred shares** and shares of any other class of the Company;
- **stock options and warrants** of the Company;
- **rights and obligations** of the Company **exercisable for shares** or other securities of the Company; and
- any other right of the Company which would constitute a security under securities legislation (if you are in doubt, you are expected to consult with the Company's CEO).

When the Quiet Trading Period is lifted, Company Associates will again be entitled to convert or exercise convertible or exercisable securities and purchase and sell securities of the Company.

The Quiet Trading Period is a restriction over and above "insider trading" restrictions that exist at law. Any Company Associate that is also an "Insider" of the Company will have to comply with applicable insider trading rules.

### **When Will the Quiet Trading Period be Invoked?**

The Quiet Trading Period will be invoked by management, typically by order of the CEO or CFO, from time to time in its discretion. Company Associates will be advised when it is invoked and when it has been lifted. In certain situations, management will be able to advise in advance when it is to be lifted. In others, Company Associates will have to wait to be advised.

While the following is by no means exhaustive or set in stone, Company Associates can also expect a Quiet Trading Period to be invoked at the discretion of management from time to time as follows:

- **During negotiations of any material transaction** until it has been determined that the transaction will go ahead or not proceed.
- While management is in receipt of a "**material change**" which has not yet been publicly announced.
- At any other time management deems it appropriate to be in a Quiet Trading Period situation. The Company retains the full unfettered right to determine if and when the Quiet Trading Period will be imposed and when it will be lifted.

"**Material Change**" means a change in the business, operations, assets or ownership of the Company that would reasonably be expected to have a significant effect on the market price or value of any of the securities of the Company and includes a decision to implement that change made by:

- senior management of the Company who believe that confirmation of the decision by the directors is probable; or
- the Directors of the Company.

### **Consequences of Failure to Comply**

Failure to comply with this Policy may result in any one or more of the following consequences:

- Constitute grounds for the Company Associate's dismissal for cause.
- Entitle the Company to terminate any employment or independent contractor agreement with a Company Associate with no negative consequences to the Company other than to make any payments earned and owing to such Company Associate to the date of termination and only that date.
- Entitle the Company to be indemnified by the Company Associate for any liability or damages the Company may incur as a result of the Company Associate's breach of this Policy.

The obligation to comply with these Procedures is solely the responsibility of the Company Associate and the Company assumes no liability on behalf of the Company Associate of any kind whatsoever should the Company Associate fail to comply with these Procedures and personally incur liability or suffer damages.

**January 22, 2019**