



CODE OF BUSINESS CONDUCT AND ETHICS

Introduction

This Code of Business Conduct and Ethics (the “**Code**”) embodies the commitment of Niobay Metals Inc. (“**Niobay**”) and all its subsidiaries (the “**Subsidiaries**”) to conduct their business in accordance with all applicable laws, rules and regulations and the highest ethical standards.

All directors, officers, employees and consultants engaged by Niobay or the Subsidiaries (collectively, the “**Company**”) are expected to adhere to the principles and procedures of this Code. “**You**” as used in this Code refers to all such persons, as appropriate.

The Company expects you to comply at all times with the following principles which serve as the foundation of this Code:

- Act ethically and honestly
- Avoid actual or apparent conflicts of interest
- Make decisions which are in the best interests of the Company
- Accept responsibility and be accountable for actions taken
- Conduct business in an environmentally and socially responsible manner
- Select and treat all employees in a respectful, fair and equitable manner and foster a work environment that is safe and healthy and free from discrimination, harassment, intimidation and hostility of any kind
- Obey all laws and regulations governing the conduct of the Company’s business

In addition to your obligation to comply with this Code, it is your responsibility to prevent others from violating these standards if you are in a position to do so. If you are not in a position to do so, it is your responsibility to bring the matter to the attention of a supervisor or member of senior management who is in a position to take appropriate action, or to the attention of an independent member of the board of directors of Niobay (the “**Board**”).

All contractors and suppliers with whom the Company does business are expected to be aware of and adhere to those principles and procedures of the Code that apply to them. If you retain a contractor or supplier, it is your responsibility to make them aware of the contents of this Code and require that they agree to abide by the provisions of the Code in their dealings with and on behalf of the Company.

Failure to observe the terms of the Code may result in disciplinary action, up to and including termination of employment or office, or removal from the Board. Violations of the Code may also constitute violations of law, and may result in civil or criminal penalties.

1. COMPLIANCE WITH LAWS

In representing the Company you must transact Company business in compliance with all applicable federal, provincial, state, and local laws and regulations. You should recognize that noncompliance may have adverse financial and other consequences for you and for the Company. You should be sufficiently familiar with any laws and regulations and Company policies and procedures that apply to your area of work and responsibility so that you are able to recognize possible breaches and to know when to seek advice. If in doubt, you should discuss the matter with a member of senior management.

2. CONFLICTS OF INTEREST

A conflict of interest occurs when your private interests, or the private interests of your family, interfere, or appear to interfere, in any way with the best interests of the Company. You must take care to avoid any direct or indirect involvement or understanding that might result in such a conflict or create the appearance of such a conflict. Whether a situation involves a conflict of interest depends on all of the circumstances.

The following are examples of conflict of interest situations which generally must be avoided, or which may raise a question:

- you take actions or have private interests that may make it difficult for you to perform your work effectively and in the best interests of the Company
- you use your employment or position in the Company to derive improper personal benefits, including benefits for your family members or related third parties
- you receive revenues or benefits from suppliers, competitors or customers of the Company

Any activity that could give rise to conflicts of interest is prohibited unless specifically approved in advance. Where a conflict involves a Board member (e.g. where a Board member has an interest in a material contract or material transaction involving the Company), the Board member involved will be required to disclose his or her interest to the Board and refrain from voting at the Board meeting of the Company considering such contract or transaction in accordance with applicable law. Where a conflict involves a senior officer, approval of the Board will be required. Where a conflict involves an employee, approval of a member of senior management will be required.

Some conflicts are clear-cut, and others are not. Any situation involving **‘related-party transactions’** or **‘non-arm’s length relationships’** that can result in a gain to you at the expense of the Company creates a conflict of interest. In the event that a potential conflict of interest involving you arises and you are an employee of the Company, you must immediately notify your direct supervisor who may contact a senior officer of the Company, if appropriate. If you are an officer or director of the Company, you must immediately notify a senior officer or director of the Company who will assess the issue, if necessary with the advice of legal counsel. **Full and early disclosure enables you to resolve unclear situations and provides the opportunity to avoid or resolve conflicting interests before any difficulty arises.**

3. CORPORATE OPPORTUNITIES

You are expected to advance the Company's legitimate business interests when the opportunity to do so arises. You may not take for yourself (or direct to a third party) a business opportunity that is discovered through the use of the Company's property, information or position, except where the Board, after receiving the necessary information concerning the opportunity and receiving advice of legal counsel, has elected not to avail itself of the opportunity in compliance with applicable corporate law. More generally, you are prohibited from using corporate property, information or position to compete with the Company.

The line between personal benefits and those of the Company is often difficult to draw and sometimes both personal benefits and benefits to the Company may be derived from certain activities. If you have any doubt as to whether any activity you are contemplating violates this requirement, you must refer the issue to a member of senior management who will assess the issue with, if necessary, the advice of legal counsel.

4. PROTECTION AND PROPER USE OF COMPANY ASSETS

You are entrusted with the care, management and cost-effective use of the Company's property and you are not to make use of these resources for your own personal benefit or for the personal benefit of anyone else. You may only use Company assets, such as funds, products or computers, vehicles, mineral samples, and data, for legitimate business purposes or as otherwise approved by management, and never for an unauthorized or illegal purpose. As well, if you become aware of possible fraud or theft, you should report this immediately to your supervisor or to a member of senior management for investigation.

You are responsible to ensure that all Company property assigned to you is maintained in good condition, and you should be able to account for such equipment. Any disposition of Company property should be for the benefit of the Company and not for personal benefit.

You are to return all documents, data and property (including without limitation, computer hardware and software, databases, cellular phones, credit cards, books, etc.) in your possession upon termination of your employment or office for any reason.

5. CONFIDENTIALITY OF INFORMATION

From time to time, you may be exposed to confidential information. Confidential information includes all material non-public information including but not limited to information about strategic plans, financial information, exploration and development results or reports, information regarding negotiations, agreements or other dealings between the Company and others, or employee-related information. It also includes information that suppliers and partners have entrusted to us.

You are to take all reasonable measures to protect the confidentiality of such information acquired in connection with your activities on behalf of the Company. In addition, you must use confidential information only for the Company's legitimate business purposes, and not for your personal benefit or the benefit of anyone else.

It is your responsibility to determine what information is confidential and ensure that you use and disclose it only in the performance of your duties with the Company. If you are unsure, consider the information to be confidential until you obtain clarification.

If your employment or office terminates, you will continue to be bound to your obligations of confidentiality to the maximum extent permitted by law.

6. INTEGRITY OF RECORDS AND FINANCIAL DISCLOSURE

As a public company, it is of critical importance that the Company's financial filings with the appropriate regulatory authorities be accurate and timely. Depending on your position with the Company, you may be called upon to provide necessary information to ensure that the Company's public financial and other reports are complete, fair and understandable. You must comply with prescribed accounting policies and procedures and internal controls at all times. All records must accurately reflect and properly describe the transactions they record. All assets, liabilities, revenues and expenses must be properly recorded on a timely basis in the books of the Company. You must be vigilant in preventing fraud and dishonesty, and report immediately any evidence of wrongdoing.

If you have any concerns as to weaknesses in the Company's accounting system or in the Company's internal controls; or if you believe that any instances of fraud, or incorrect or questionable accounting practices may have occurred; or if you believe that any instances of fraudulent, incorrect or questionable practices may have occurred in connection with the preparation of the Company's

financial statements, you should consult with your immediate supervisor or with senior management. Alternatively, you may contact the chair of the audit committee of Niobay using the procedures outlined in the Whistleblower Policy attached to this Code. Those procedures include a procedure for confidential, anonymous submission of concerns.

7. SECURITIES TRANSACTIONS

Restrictions on Trading

Illegal insider trading refers generally to buying or selling a security, in breach of a fiduciary duty or other relationship of trust and confidence, while in possession of material, nonpublic information about the security. “**Material**” means information that might reasonably be expected to have a significant impact on the market value of the security; it can be positive or negative, and can relate to virtually any aspect of a company’s business. Insider trading violations may also include “**tipping**” such information (ie the communication of a “**material fact**” or a “**material change**” before this important information has been communicated to the general public), securities trading by the person “**tipped**,” and securities trading by those who misappropriate such information.

In general, you and your family members may trade in Company securities unless:

- a Blackout Period (see below) is in place, or
- you have knowledge of material, non-public information.

If a Blackout Period exists, or if you have knowledge of material, non-public information, neither you nor your family members may trade in Company securities. For purposes of this policy, “**family member**” means your spouse (married or common-law), your minor children, any person substantially dependent on you for support, and other persons who share a residence with you.

This prohibition also applies to trading in the securities of other public companies, where directors, officers and employees of the Company come into a special relationship with another public company by acquiring undisclosed material information about the other company, frequently as a joint venture partner of or as a party to an undisclosed material transaction with that other public company.

From time to time, the Company may institute a period during which trading in Niobay’s securities is prohibited because of the existence of undisclosed material information (a “**Blackout Period**”). If a Blackout Period is instituted, a notification will be sent to appropriate employees, officers and directors, generally by e-mail from the president or the corporate secretary. A notification of the termination of a Blackout Period will be sent in the same manner. The existence of a Blackout Period is itself an item of confidential information that is not to be disclosed to persons outside of the Company.

Following the public announcement of material information, a reasonable period of time must elapse in order for the market to react to the information. The Company is of the view that one full trading day following publication will generally be a reasonable waiting period before the disclosed information is deemed to be public.

A contravention of these trading restrictions can lead to criminal prosecution, fines and potential civil liability.

8. HARASSMENT OR DISCRIMINATION

The Company promotes the welfare of its people by fostering a work environment of mutual respect, tolerance, and inclusion.

The Company supports the principle that every individual must be accorded an equal opportunity in all aspects of employment. The Company is committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, sexual orientation, age, national or ethnic origin, or physical disability (unless demands of the position are prohibitive).

You must treat others in the workplace and work environment with professional courtesy and respect at all times. You must not subject a colleague to unwelcome sexual advances, requests for sexual favors or other verbal (including through emails) or physical conduct which might be construed as sexual in nature. Such conduct may constitute sexual harassment under the laws where the Company operates and may be the basis for legal action against the offending individual or the Company or both. You must also not engage in any behavior which would, directly or indirectly, discriminate based upon race, religion, color, sex, sexual orientation, age, national or ethnic origin, or physical disability.

If you believe that you have been subjected to sexual harassment or discrimination in the workplace, you should immediately contact a member of senior management of the Company. Your identity will be kept strictly confidential and will not be revealed by the Company's management without your permission. The alleged harassment or discrimination will be thoroughly investigated and documented by the Company and appropriate action will be taken. The Company will not tolerate retaliation of any kind against those who make complaints in good faith.

9. USE OF E-MAIL AND INTERNET SERVICES

E-mail and internet systems are provided to help you do work. Incidental and occasional personal use is permitted, but never for personal gain or any improper purpose, and your use must not interfere with your duties to the Company. "**Flooding**" systems with junk mail and trivia hampers the ability of our systems to handle legitimate Company business and is prohibited. Access, transmission and downloading of any information that could be insulting or offensive to another person, such as sexually explicit messages, ethnic or racial slurs, or messages that could be viewed as harassment are expressly prohibited.

E-mail and Internet systems and electronic data contained therein are the property of the Company and there is no expectation of privacy for those who use these systems. Unless prohibited by law, the Company reserves the right to access and disclose information contained on information technology systems as necessary for business purposes.

10. PAYMENT TO DOMESTIC AND FOREIGN OFFICIALS

You must comply with all applicable laws prohibiting improper payments to domestic and foreign officials, including the *Corruption of Foreign Public Officials Act* (Canada) (the "**Act**").

The Act makes it illegal for any person, in order to obtain or retain an advantage in the course of business, directly or indirectly, to offer or agree to give or offer a loan, reward, advantage or benefit of any kind to a foreign public official or to any person for the benefit of a public official. Foreign public officials include persons holding a legislative, administrative or judicial position of a foreign state, persons who perform public duties or functions for a foreign state (such as persons employed by board, commissions or government corporations), officials and agents of international organizations, foreign political parties and candidates for office. Although "**facilitated payments**" or certain other transactions may be exempted or not illegal under applicable law, the Company's policy is to avoid them.

Violation of the Act is a criminal offence, subjecting the Company upon conviction to substantial fines and penalties and any officer, director or employee acting on behalf of the Company to imprisonment and fines.

If you have a question about the application of this part of the Code to a particular situation, you should contact a senior officer of the Company who, with the advice of counsel as necessary, will determine acceptability from both a legal and a corporate policy point of view.

11. GIFTS AND ENTERTAINMENT

The giving or accepting of gifts can adversely affect the Company's reputation for fair dealing and also create conflicts of interest. You should avoid:

- giving or offering to give any gift, favour, entertainment, reward, or any other thing of value that might influence or appear to influence the judgment or conduct of the recipient in the performance of his or her job. This includes transactions with government personnel, customers and suppliers. Such action may damage the Company's reputation for fair dealing and may be illegal.
- accepting or soliciting a gift, favour, or other thing of value that is intended to, or might appear to, influence your decision-making or professional conduct. In addition to damaging the Company's reputation for fair dealing, receipt of such gifts could interfere with your ability to make judgments solely in the best interest of the Company, and thus create the appearance of a conflict of interest.

You may give or receive unsolicited gifts or entertainment only in cases where the gifts or entertainment are of nominal value, are customary to the industry, will not violate any laws, and will not influence nor appear to influence the recipient's judgment or conduct. The following are guidelines regarding acceptable gifts and entertainment:

- modest gifts, such as logo items, pens, calendars, caps, shirts and mugs
- reasonable invitations to business-related meetings, conventions, conferences or product training seminars
- invitations to social, cultural or sporting events may be accepted if the cost is reasonable and attendance serves a customary business purpose such as networking (e.g. meals, holiday parties and tickets)
- invitations to golfing, fishing, sports events or similar trips that are usual and customary for your position within the Company and the industry, and promote good working relationships with customers and suppliers

12. HEALTH, SAFETY AND ENVIRONMENTAL RESPONSIBILITIES

The Company is committed to provide a safe and healthy work environment for its employees, officers, directors and others and to protect the environment.

There are federal, provincial, state and local workplace safety and environmental laws as well as regional and local government legislation in many countries which regulate both physical safety of employees, officers and directors and their exposure to conditions in the workplace as well as prevent pollution and protect the environment. You must comply with all applicable laws and regulations relating to the protection of the environment, and all environmental, health and safety policies adopted by the Company from time to time, as applicable to your work for the Company. If you encounter an environmental health issue or have a concern about workplace safety, you should contact your supervisor or notify management immediately.

13. COMPLIANCE AND REPORTING

The Company will provide this Code to all current directors, officers, employees and key consultants upon adoption, and to all future directors, officers, employees and key consultants at the time they join the Company. You are required to become thoroughly familiar with this Code.

The Company expects you to take all responsible steps to prevent a violation of this Code. If you observe or otherwise become aware of any illegal or unethical behavior, you must report the violation as soon as reasonably possible. **You are encouraged to talk to supervisors, managers or other appropriate personnel when in doubt about the best course of action to take in a particular situation. You may also contact a member of senior management if appropriate.**

It is the policy of the Company not to allow retaliation against anyone for bringing a report in good faith concerning a violation of this Code by others. Retaliation in any form against someone who reports a violation of this Code in good faith, or who assists in the investigation of a reported violation, is itself a serious violation of this Code. Acts of retaliation should be reported immediately to your supervisor or to senior management, and the persons involved will be disciplined appropriately.

The Company has adopted an internal **Whistleblower Policy**, that provides for a formal process for submitting reports concerning complaints regarding accounting matters, internal controls, auditing matters or fraud, with the ability to submit such reports on an anonymous basis. You are expected to cooperate in internal investigations of misconduct. These matters will be treated with discretion and diligence. If you wish to report an allegation anonymously, you must provide enough information about the incident or situation to allow the Company to investigate properly.

14. WAIVERS OF THE CODE

The Company will make every effort to resolve potential conflicts of interest or Code-related issues that may arise when these are disclosed promptly to management and the parties involved have acted in good faith. In the unlikely event that potential conflicts cannot be resolved, waivers of compliance with the Code will only be given where appropriate. Any waivers for senior officers and directors must be approved in advance by the board of directors, and will be promptly disclosed if required by law or stock exchange regulation.

15. ANNUAL CERTIFICATION

You will be required to certify on an annual basis that you have read this Code and are in compliance with it. **The annual certification form attached to this Code as Exhibit A will be distributed annually to all persons subject to this Code.**



NIOBAY METALS INC.

COMPLIANCE CERTIFICATE

I have read and understand the code of business conduct and ethics (the “Code”) of Niobay Metals Inc. (the “Company”).

I will adhere in all respects to the ethical standards described in the Code. I further confirm my understanding that any violation of the Code will subject me to appropriate disciplinary action, which may include demotion or discharge.

I certify to the Company that I am not in violation of the Code, unless I have noted such violation in a signed Statement of Exceptions attached to this compliance certificate.

Check one of the following:

- A Statement of Exceptions is attached.
- No Statement of Exceptions is attached.

Date: _____

Signature: _____

Print name: _____

Position/Title: _____