

UNDERWRITING AGREEMENT

October 3, 2025

Guanajuato Silver Company Ltd.

578-999 Canada Place
Vancouver, British Columbia
V6C 3E1

Attention: James Anderson, Chairman and Chief Executive Officer

Dear Sir:

The undersigned, Canaccord Genuity Corp. ("**Canaccord**") and Red Cloud Securities Inc. (together with Canaccord, the "**Underwriters**"), as co-lead underwriters and joint bookrunners, understand that Guanajuato Silver Company Ltd. (the "**Company**") proposes to issue and sell to the Underwriters, 87,000,000 units of the Company (the "**Initial Units**"). Each Initial Unit will consist of one Common Share (as hereinafter defined) (a "**Unit Share**") and one-half of one Common Share purchase warrant of the Company (each whole Common Share purchase warrant, a "**Warrant**"). Each Warrant will entitle the holder to purchase one Common Share (a "**Warrant Share**") at an exercise price of \$0.65 for a period of 36 months from the Closing Date (as hereinafter defined).

Upon and subject to the terms and conditions set forth herein, the Underwriters hereby agree to act as underwriters and purchase from the Company, and by its acceptance hereof, the Company agrees to sell to the Underwriters, 87,000,000 Initial Units on the Closing Date, at a price of \$0.50 per Initial Unit (the "**Offering Price**"), for aggregate gross proceeds to the Company of \$43,500,000.

The Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 13,050,000 units of the Company (the "**Over-Allotment Units**") at a price of \$0.50 per Over-Allotment Unit for additional gross proceeds of up to \$6,525,000, upon the terms and conditions set forth herein. Each Over-Allotment Unit shall be comprised of one Common Share (an "**Over-Allotment Unit Share**") and one-half of one Warrant (each whole Warrant, an "**Over-Allotment Warrant**", and each Common Share issuable upon exercise of an Over-Allotment Warrant, an "**Over-Allotment Warrant Share**"). The Over-Allotment Option may be exercised by the Underwriters: (a) to acquire Over-Allotment Units at the Offering Price; or (b) to acquire Over-Allotment Unit Shares at a price of \$0.365 per Over-Allotment Unit Share; or (c) to acquire Over-Allotment Warrants at a price of \$0.27 per Over-Allotment Warrant; or (d) to acquire any combination of Over-Allotment Units, Over-Allotment Unit Shares and Over-Allotment Warrants, so long as the aggregate number of Over-Allotment Unit Shares and Over-Allotment Warrants that may be issued under such Over-Allotment Option does not exceed 13,050,000 Over-Allotment Unit Shares and 6,525,000 Over-Allotment Warrants. The Over-Allotment Units, Over-Allotment Unit Shares and Over-Allotment Warrants are collectively referred to herein as the "**Additional Securities**". If the Underwriters elect to exercise such Over-Allotment Option, Canaccord, on behalf of the Underwriters, shall notify the Company in writing not later than the date that is 30 days following the Closing Date, which notice shall specify the number and type of Additional Securities to be purchased by the Underwriters and the date (the "**Option Closing Date**") on which such Additional Securities are to be purchased. Such Option Closing Date may be the same as the Closing Date but not earlier than the later of (i) the Closing Date, and (ii) two Business Days (as hereinafter defined) after the date of such notice, nor later than seven Business Days after the date of such notice. Additional Securities may be purchased solely for the purpose of covering over-allotments made in connection with the offering of the Initial Units, if any, and for market stabilization purposes.

Unless otherwise specifically referenced or unless the context otherwise requires, the Initial Units and the Additional Securities are collectively referred to herein as the "**Offered Securities**", all references to "**Unit**

Shares" herein shall include the Over-Allotment Unit Shares, all references to "**Warrants**" herein shall include the Over-Allotment Warrants, all references to "**Warrant Shares**" herein shall include the Over-Allotment Warrant Shares and the offering of the Offered Securities by the Company is hereinafter referred to as the "**Offering**".

The Company has advised that (i) it is current in the filing of all materials required to be filed under Canadian Securities Laws (as hereinafter defined), (ii) it has filed the Base Shelf Prospectus (as hereinafter defined) in each of the Qualifying Jurisdictions (as hereinafter defined) and the British Columbia Securities Commission, as principal regulator, has issued a decision document in respect thereof under NP 11-202 (as hereinafter defined) on behalf of itself and the other Securities Regulators (as hereinafter defined), and (iii) it is qualified to file the Prospectus Supplement (as hereinafter defined) in each of the Qualifying Jurisdictions as a supplement to the Base Shelf Prospectus in accordance with the requirements of NI 44-101 and NI 44-102 (each as hereinafter defined).

The Underwriters will distribute the Offered Securities in the Qualifying Jurisdictions pursuant to the Prospectus (as hereinafter defined) in the manner contemplated by this Agreement (as hereinafter defined). Subject to applicable law, including the applicable Securities Laws (as hereinafter defined), and the terms of this Agreement, the Offered Securities may also be distributed in the United States on a private placement basis pursuant to one or more exemptions from the requirements of the U.S. Securities Act and on an exempt basis in other jurisdictions outside of the Qualifying Jurisdictions and the United States provided that they are lawfully offered and sold on a basis exempt from the prospectus registration or similar requirements of any such jurisdictions.

The parties acknowledge that the Offered Securities have not been and will not be registered under the U.S. Securities Act (as hereinafter defined) or the securities laws of any state of the United States (as hereinafter defined) and may not be offered or sold to, or for the account or benefit of, persons in the United States or U.S. Persons (as hereinafter defined), except to Qualified Institutional Buyers (as hereinafter defined) under Rule 144A (as hereinafter defined) of the U.S. Securities Act and similar exemptions under applicable laws of any state of the United States in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Company, the Underwriters and the U.S. Placement Agents (as hereinafter defined) contained in Schedule "A" hereto, which is incorporated into and forms an integral part of this Agreement. All actions to be undertaken by the Underwriters to, or for the account or benefit of, persons in the United States or U.S. Persons in connection with the matters contemplated herein shall be undertaken through one or more U.S. Placement Agents.

The Company agrees that the Underwriters will be permitted to appoint as the Selling Group (as hereinafter defined) other registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) as their agents to assist in the Offering and that the Underwriters may determine the remuneration payable to such other dealers appointed by them. Such remuneration shall be payable by the Underwriters. Each Underwriter shall require any Selling Group appointed by such Underwriter to agree to the foregoing and such Underwriter shall be severally responsible for the compliance by such Selling Group with the provisions of this Agreement.

In consideration of the services to be rendered by the Underwriters pursuant to this Agreement and in connection with all other matters relating to the issue and sale of the Offered Securities, the Company shall pay to the Underwriters at the Closing Time (as hereinafter defined) and the Option Closing Time (as hereinafter defined) the Commission (as hereinafter defined) and issue and deliver to the Underwriters the Broker Warrants (as defined herein). The obligation of the Company to pay the Commission and issue and deliver the Broker Warrants shall arise at the Closing Time against payment for the Offered Securities, and the Commission and the Broker Warrants shall be fully earned by the Underwriters at that time; provided that in respect of Commission payable and Broker Warrants issuable in respect of Additional Securities sold upon exercise of the Over-Allotment Option subsequent to the Closing Date, the Commission and the Broker Warrants shall be fully earned by the Underwriters at the Option Closing Time.

The Warrants shall be duly and validly created and issued pursuant to, and governed by, a warrant indenture (the "**Warrant Indenture**") in a form acceptable to the Underwriters and the Company, each acting reasonably, to be dated as of the Closing Date between the Company and the Warrant Agent (as hereinafter defined), in its capacity as warrant agent. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

"**2025 OP Gold Loan**" has the meaning ascribed to such term in Section 7(xxii) hereof;

"**Additional Securities**" has the meaning ascribed to it on the face page of this Agreement;

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**", "**misrepresentation**" and "**subsidiary**" have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"**Affiliates**" means the affiliates of the Underwriters;

"**Agreement**" means the agreement resulting from the acceptance by the Company of the offer made hereby;

"**Base Shelf Prospectus**" means the (final) short form base shelf prospectus of the Company dated August 21, 2024, including all of the Documents Incorporated by Reference;

"**Broker Warrant Certificates**" means the certificates evidencing the Broker Warrants and the definitive terms thereof;

"**Broker Warrant Shares**" means the Common Shares issued upon the exercise of the Broker Warrants in accordance with the terms of this Agreement and the Broker Warrant Certificates;

"**Broker Warrants**" means the Common Share purchase warrants to be issued to the Underwriters at the Closing Time, and the Option Closing Time, if applicable, which shall entitle the Underwriters to subscribe for that number of Common Shares as is equal to 6.0% of the total number of Offered Securities sold pursuant to the Offering (including, for certainty, any Offered Securities sold on exercise of the Over-Allotment Option), except in respect of certain sales comprising the Company's "President's List" for which no Broker Warrants shall be issuable in respect of such sales, at an exercise price of \$0.50 per Broker Warrant Share for a period of 36 months following the Closing Date;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Toronto, Ontario or the City of Vancouver, British Columbia;

"**Canaccord**" has the meaning ascribed to it on the face page of this Agreement;

"**Canadian Securities Laws**" means all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators in the Qualifying Jurisdictions, and all applicable rules and policies of the Exchange;

"Closing" means the completion of the purchase and sale of the Offered Securities pursuant to the Offering in accordance with the provisions of this Agreement;

"Closing Date" means the day on which Closing shall occur, being October 9, 2025, or such other date(s) as may be permitted under applicable Securities Laws and as the Company and Canaccord, on behalf of the Underwriters, may determine;

"Closing Time" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and Canaccord, on behalf of the Underwriters, may determine;

"Commission" means a cash commission equal to 6.0% of the gross proceeds realized by the Company in respect of the sale of the Offered Securities (including, for certainty, any Offered Securities sold on exercise of the Over-Allotment Option), except in respect of certain sales comprising the Company's "President's List" for which a reduced cash commission equal to 2.0% of the gross proceeds realized by the Company in respect of such sales shall be payable. The "President's List" shall not exceed \$5,000,000;

"Common Share" means a common share in the capital of the Company;

"Company" has the meaning ascribed to it on the face page of this Agreement;

"Company Subsidiaries" means, collectively, Gato Chico Investments Ltd., CanMex Silver S.A. de C.V., OMPSA, Compania Minera Nivel 7 S.A. de C.V., 1352168 B.C. Ltd., MMR, 1424579 B.C. Ltd., and Colorado Silver Mines (US) Corp.;

"Company's Auditors" means KPMG LLP, or such other firm of chartered accountants as the Company may have appointed or may from time to time appoint as auditors of the Company;

"Company Financial Statements" means (i) the audited consolidated financial statements of the Company for the years ended December 31, 2024 and 2023, together with the notes thereto and the report of the Company's Auditors thereon, and (ii) the unaudited condensed consolidated interim financial statements of the Company for the three and six months ended June 30, 2025 and 2024, together with the notes thereto;

"Contract" means any written or oral agreement, indenture, contract, lease, sublease, deed of trust, license, option, or other legally enforceable obligation of or in favour of the applicable person;

"Debt Instrument" means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability, to which the Company is a party or otherwise bound and which is material to the Company;

"Documents Incorporated by Reference" means, in respect of any of the Offering Documents, the documents specified as being incorporated therein by reference or which are deemed to be incorporated therein by reference pursuant to Canadian Securities Laws;

"EDR Agreement" has the meaning ascribed to such term in Section 7(xxxv) hereof;

"El Cubo Project" means the El Cubo project located in the State of Guanajuato, Mexico as more particularly described in the El Cubo Technical Report;

"El Cubo Technical Report" means the report titled "NI 43-101 Technical Report on the El Cubo and El Pingüico Silver Gold Complex Project, Guanajuato, Mexico", prepared by APEX Geoscience Ltd. and P&E Mining Consultants Inc., dated January 16, 2025 (effective date: August 1, 2024);

"El Pinguico Project" means the El Pinguico project located in the State of Guanajuato, Mexico as more particularly described in the El Cubo Technical Report;

"**EMBSA**" means Exploraciones Mineras del Bajío S.A. de C.V., a private Mexican corporation controlled by a director/officer of the Company.

"**Employee Plans**" has the meaning ascribed to it in Section 7(xli);

"**Engagement Letter**" means the letter agreement between the Company and Canaccord dated October 1, 2025, as amended, in respect of the Offering;

"**Environmental Laws**" has the meaning ascribed to such term in Section 7(xix)(A) hereof;

"**Exchange**" means the TSX Venture Exchange;

"**Government Official**" means any (i) official, officer, employee or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity, (ii) salaried political party official, elected member of political office or candidate for political office, or (iii) company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

"**Governmental Entity**" means any (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign having jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, (ii) subdivision, agent, commission, board or authority of any of the foregoing, or (iii) quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, and includes the Securities Regulators;

"**Governmental Licenses**" has the meaning ascribed to such term in Section 7(xx) hereof;

"**Hazardous Materials**" has the meaning ascribed to such term in Section 7(xix)(A) hereof;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**including**" means including without limitation;

"**Initial Units**" has the meaning ascribed to it on the face page of this Agreement;

"**Laws**" means all applicable laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Entities;

"**Lien**" means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy property or assets;

"**Marketing Documents**" means, collectively, the term sheets for the Offering dated October 1, 2025, the template versions of which have been agreed to between the Company and Canaccord;

"**marketing materials**" has the meaning ascribed thereto in NI 41-101 and for certainty, includes the Marketing Documents;

"Material Adverse Effect" means any materially adverse change in or effect on: (i) the business, assets or properties, affairs, liabilities (contingent or otherwise), results of operations, capital or condition (financial or otherwise) or prospects of the Company, (ii) the transactions contemplated by this Agreement, (iii) the ability of the Company or the Underwriters to perform its obligations under this Agreement, or (iv) that would result in any of the Offering Documents containing a misrepresentation;

"Material Agreement" means any contract, commitment, agreement (written or oral), instrument, lease or other document (including option agreements), including licence agreements and agreements relating to intellectual property, to which the Company is a party or otherwise bound and which is material to the Company;

"Material Subsidiaries" means, collectively, OMPSA, 1352168 B.C. Ltd., and MMR;

"MK Metal" has the meaning ascribed to such term in Section 7(xvi) hereof;

"MMR" means Minera Mexicana El Rosario S.A. de C.V.;

"Money Laundering Laws" has the meaning ascribed to such term in Section 7(lii) hereof;

"NEO" has the meaning given to it in Form 51-102F6V *Statement of Executive Compensation – Venture Issuers*;

"NI 41-101" means National Instrument 41-101 – *General Prospectus Requirements*;

"NI 43-101" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"NI 44-101" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"NI 44-102" means National Instrument 44-102 – *Shelf Distributions*;

"NP 11-202" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"Offered Securities" has the meaning ascribed to it on the face page of this Agreement;

"Offering" has the meaning ascribed to it on the second page of this Agreement;

"Offering Documents" means, collectively, the Base Shelf Prospectus, the Prospectus Supplement, the U.S. Private Placement Memorandum, any Supplementary Material and any amendment thereto;

"Offering Price" has the meaning ascribed to it on the face page of this Agreement;

"OMPSA" means Obras Mineras El Pinguico S.A. de C.V.;

"Option Closing Date" has the meaning ascribed to it on the face page of this Agreement;

"Option Closing Time" means 8:00 a.m. (Toronto time) on the Option Closing Date or such other time on the Option Closing Date as the Company and Canaccord, on behalf of the Underwriters, may determine;

"Over-Allotment Option" has the meaning ascribed to it on the face page of this Agreement;

"Over-Allotment Unit Shares" has the meaning ascribed to it on the face page of this Agreement;

"Over-Allotment Units" has the meaning ascribed to it on the face page of this Agreement;

"Over-Allotment Warrant Shares" has the meaning ascribed to it on the face page of this Agreement;

"Over-Allotment Warrants" has the meaning ascribed to it on the face page of this Agreement;

"Permit" means any material regulatory approval, licence, permit, approval, consent, certificate, registration, filing or other authorization of or issued by any Governmental Entity under applicable laws, including Environmental Laws;

"person" includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

"Properties" means, collectively, the El Cubo Project, the El Pinguico Project, the VMC Projects, the San Ignacio Mine and the Topia Project;

"Prospectus" means, collectively, the Base Shelf Prospectus, as supplemented by the Prospectus Supplement and any Supplementary Material, in each case including all of the Documents Incorporated by Reference;

"Prospectus Supplement" means the prospectus supplement of the Company to be dated October 3, 2025, including all of the Documents Incorporated by Reference;

"provide" in the context of sending or making available marketing materials to a potential Purchaser of Offered Securities, whether in the context of a "road show" (as defined in NI 41-101) or otherwise, has the meaning ascribed thereto in Canadian Securities Laws;

"Public Record" means all information contained in any news release, material change report (excluding any confidential material change report), financial statements, management's discussion and analysis, annual information form, management information circular, business acquisition report, or other document which has been publicly filed by or on behalf of the Company pursuant to Canadian Securities Laws with the Securities Regulators on SEDAR+ since the date of incorporation of the Company;

"Purchasers" means, collectively, each of the purchasers of Offered Securities arranged by the Underwriters pursuant to the Offering;

"Qualified Institutional Buyer" means a "qualified institutional buyer" as that term is defined in Rule 144A;

"Qualified Institutional Buyer Letter" means the U.S. QIB Letter in the form attached as Exhibit B to the U.S. Private Placement Memorandum;

"Qualifying Jurisdictions" means each of the provinces and territories of Canada, other than Québec;

"Regulation D" means Regulation D adopted by the SEC under the U.S. Securities Act;

"Regulation S" means Regulation S adopted by the SEC under the U.S. Securities Act;

"Rule 144A" means Rule 144A adopted by the SEC under the U.S. Securities Act;

"San Ignacio Mine" means the means the San Ignacio mine located in the State of Guanajuato, Mexico as more particularly described in the San Ignacio Technical Report.

"San Ignacio Technical Report" means the report titled "Technical Report on the San Ignacio Property, Guanajuato, Mexico" dated March 7, 2024 (effective date: December 31, 2023) prepared by Apex Geoscience Ltd. and P&E Mining Consultants Inc. for the Company;

"SEC" means the United States Securities and Exchange Commission;

"Securities Laws" means all applicable securities laws, rules, regulations, policies and other instruments promulgated by the securities regulators or other securities regulatory authorities in each of the Qualifying Jurisdictions, the United States and the other jurisdictions in which the Offered Securities are offered or sold, including Canadian Securities Laws and U.S. Securities Laws;

"Securities Regulators" means, collectively, the securities regulators or other securities regulatory authorities in each of the Qualifying Jurisdictions;

"SEDAR+" means the System for Electronic Data Analysis and Retrieval +;

"Selling Group" means, collectively, those registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) appointed by the Underwriters as their agents to assist in the Offering as contemplated in this Agreement, and each member of the Selling Group being a **"Selling Firm"**;

"standard term sheet" has the meaning ascribed thereto in NI 41-101;

"Subsequent Disclosure Documents" means any financial statements, management's discussion and analysis, management information circulars, annual information forms, material change reports, marketing materials or other documents issued or approved by the Company after the date of this Agreement that are required to be incorporated by reference in any Offering Document;

"Supplementary Material" means, collectively, any amendment to or amendment and restatement of any of the Base Shelf Prospectus or the Prospectus Supplement, any supplement to the U.S. Private Placement Memorandum, and any amended or supplemental prospectus or ancillary material required to be prepared and filed with any of the Securities Regulators under Canadian Securities Laws, in connection with the distribution of the Offered Securities, the Over-Allotment Option and the Broker Warrants, including any Documents Incorporated by Reference;

"Technical Reports" means the El Cubo Technical Report, the Topia Technical Report, the VMC Technical Report and the San Ignacio Technical Report;

"template version" has the meaning ascribed thereto in NI 41-101;

"Title Opinions" means the title opinions in satisfaction of the closing conditions in Section 9(g);

"Topia Project" means the Topia mine located in Sierra Madre, around the town of Topia, Durango State, Mexico, approximately 235 km northwest of the city of Durango, as more particularly described in the Topia Technical Report;

"Topia Technical Report" means the report titled "Technical Report on the Topia Property, Durango, Mexico" dated March 7, 2024 (effective date: December 31, 2023) prepared by Apex Geoscience Ltd. and P&E Mining Consultants Inc. for the Company;

"Transaction Documents" means, collectively, this Agreement, the Warrant Indenture and the Broker Warrant Certificates;

"Transfer Agent" means Odyssey Trust Company, in its capacity as transfer agent and registrar in respect of the Common Shares at its principal office in Vancouver, British Columbia;

"**Underwriter Information**" has the meaning ascribed to it in Section 4(c)(i);

"**Underwriters**" has the meaning ascribed to it on the face page of this Agreement;

"**Unit Share**" has the meaning ascribed to it on the face page of this Agreement;

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S;

"**U.S. Placement Agent**" means a U.S. registered broker-dealer affiliated with one or more of, or appointed by, the Underwriters;

"**U.S. Private Placement Memorandum**" means the U.S. private placement memorandum delivered together with the Prospectus to prospective U.S. Purchasers and U.S. Purchasers of the Offered Securities, including the Qualified Institutional Buyer Letter, and any Supplementary Material thereto;

"**U.S. Purchaser**" means any Purchaser of Offered Securities that is, or is acting for the account or benefit of, a U.S. Person or a person in the United States, or any person offered the Offered Securities in the United States (except persons excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(vi) of Regulation S or persons holding accounts excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S), or that was in the United States when the buy order was made or when the Qualified Institutional Buyer Letter pursuant to which it is acquiring Offered Securities was executed or delivered;

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended;

"**U.S. Securities Laws**" means all applicable securities laws in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, including the rules and policies of the SEC, and any applicable state securities laws;

"**VMC Projects**" means the Valenciana mines complex including the Cata processing plant located in the State of Guanajuato, Mexico, as more particularly described in the VMC Technical Report;

"**VMC Technical Report**" means the report titled "Technical Report on the Valenciana Mines Complex, Guanajuato, Mexico" dated March 7, 2024 (effective date: December 31, 2023) prepared by Apex Geoscience Ltd. and P&E Mining Consultants Inc. for the Company;

"**Warrant**" has the meaning ascribed to it on the face page of this Agreement;

"**Warrant Agent**" means Odyssey Trust Company;

"**Warrant Indenture**" has the meaning ascribed to it on the second page of this Agreement; and

"**Warrant Share**" has the meaning ascribed to it on the face page of this Agreement.

TERMS AND CONDITIONS

1. Compliance with Securities Laws and Certain Obligations of the Company.

- (a) The Company represents and warrants to, and covenants and agrees with, the Underwriters that the Company has prepared and will as soon as practicable after the execution of this Agreement, and

in any event no later than 10:00 p.m. (Toronto time) on the day of the execution and delivery of this Agreement, file the Prospectus Supplement, including copies of any documents or information incorporated by reference therein, with the Securities Regulators and will have taken all other steps and proceedings that may be necessary in respect of the proposed distribution of the Offered Securities, the Over-Allotment Option and the Broker Warrants.

- (b) Any offer for sale or sale of the Offered Securities to prospective U.S. Purchasers and U.S. Purchasers will be made solely pursuant to and in compliance with the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto.
- (c) The Company shall comply with all Securities Laws, as may be applicable to the Company, including as to the filing of any notices or forms, on a timely basis in connection with the distribution of the Offered Securities so that the distribution of the Offered Securities in the selling jurisdictions outside of Canada and the United States may lawfully occur so as not to require the Company to comply with the registration, prospectus, continuous disclosure or other similar requirements under the applicable Securities Laws of such other selling jurisdictions outside of Canada and the United States or subject the Company (or any of its directors, officers or employees) to any inquiry, investigation or proceeding of any securities regulatory authority, stock exchange or other authority under the applicable Securities Laws of such other selling jurisdictions outside of Canada and the United States.

2. Due Diligence. Prior to the filing or delivery, as applicable, of any Offering Document, the Company shall have permitted the Underwriters to review such Offering Document and shall allow the Underwriters to conduct any due diligence investigations which they reasonably require in order to fulfil their obligations as an underwriter under Canadian Securities Laws and in order to enable them to responsibly execute the certificate in such Offering Document required to be executed by them, as applicable. Without limiting the generality of the foregoing, the Company will make available its directors, senior management, advisors, auditors, technical consultants and legal counsel to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to Closing and prior to filing the Prospectus Supplement or any Supplementary Material thereto.

3. Distribution and Certain Obligations of the Underwriters.

Each Underwriter severally, and neither jointly, nor jointly and severally, covenants with the Company, that:

- (a) The Underwriters shall, and shall require any Selling Firm to, comply with Securities Laws in connection with the distribution of the Offered Securities and shall offer the Offered Securities for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters shall: (i) use all reasonable efforts to complete and to cause each Selling Firm to complete the distribution of the Offered Securities as soon as reasonably practicable; and (ii) promptly notify the Company when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Offered Securities and provide a breakdown of the number of Offered Securities distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.
- (b) The Underwriters shall, and shall require any Selling Firm to, offer for sale and sell the Offered Securities to U.S. Purchasers through one or more duly-registered U.S. Placement Agents, pursuant to applicable exemptions from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Any offer for sale or sale of the Offered Securities to U.S. Purchasers will be made solely pursuant to the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto and the Underwriters shall, and shall require any

Selling Firm to, comply in respect of any such offer for sale or sale with the U.S. Private Placement Memorandum and Schedule "A" attached hereto.

- (c) The Underwriters shall, and shall require any Selling Firm to, offer for sale and sell the Offered Securities only in those jurisdictions where they may be lawfully offered for sale or sold. The Underwriters shall, and shall require any Selling Firm to, distribute the Offered Securities in a manner which complies with and observes all Securities Laws and all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Offered Securities or distribute the Offering Documents in connection with the distribution of the Offered Securities and will not, directly or indirectly, offer, sell or deliver any Offered Securities or deliver the Offering Documents to any person in any jurisdiction other than in the Qualifying Jurisdictions or the United States except in a manner which will not require the Company to comply with the registration, prospectus, continuous disclosure or other similar requirements under the applicable Securities Laws of such other jurisdictions.
- (d) For the purposes of this Section 3, the Underwriters shall be entitled to assume that the Offered Securities, the Over-Allotment Option and the Broker Warrants are qualified for distribution in each of the Qualifying Jurisdictions following the filing of the Prospectus Supplement unless otherwise notified in writing.

No Underwriter shall be liable to the Company under this Section 3 with respect to a default by any of the other Underwriters or by any Selling Firm appointed by any of the other Underwriters.

4. Deliveries on Filing and Related Matters.

- (a) The Company shall deliver to the Underwriters:
 - (i) concurrently with the filing thereof, a copy of the Prospectus Supplement signed and certified by the Company as required by Canadian Securities Laws;
 - (ii) concurrently with the filing of the Prospectus Supplement with the Securities Regulators, a copy of the U.S. Private Placement Memorandum;
 - (iii) concurrently with the filing of the Prospectus Supplement with the Securities Regulators, a long form comfort letter dated the date of the Prospectus Supplement, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company from the Company's Auditors with respect to financial and accounting information relating to the Company contained in the Prospectus, which letter shall be based on a review by the Company's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter and which letter shall be in addition to the auditors' consent letter addressed to the Securities Regulators; and
 - (iv) as soon as practicable after the filing of the Prospectus Supplement with the Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the Exchange of the Unit Shares, the Warrant Shares and the Broker Warrant Shares has been approved subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the Exchange.
- (b) **Supplementary Material.** The Company shall also prepare and deliver promptly to the Underwriters copies of all Supplementary Material and of all Subsequent Disclosure Documents, signed and certified as applicable. Concurrently with the delivery of any Supplementary Material or filing by the Company of any Subsequent Disclosure Document, the Company shall deliver to

the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, documents substantially similar to those referred to in Sections 4(a)(ii) and (iii).

- (c) **Representations as to the Marketing Documents and Offering Documents.** Delivery of the Marketing Documents and any Offering Documents by the Company shall constitute the representation and warranty of the Company to the Underwriters that, as at their respective dates of filing:
- (i) all information and statements (except information and statements relating solely to the Underwriters and provided by the Underwriters in writing expressly for inclusion therein (the "**Underwriter Information**")) contained and incorporated by reference in the Marketing Documents and the Offering Documents, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Offering, the Offered Securities, the Over-Allotment Option, the Broker Warrants, the Broker Warrant Shares, and the Properties, as required by Canadian Securities Laws;
 - (ii) no material fact or information has been omitted therefrom (except the Underwriter Information) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and
 - (iii) such document complies with the requirements of applicable Securities Laws.

Such deliveries of the Marketing Documents and the Offering Documents shall also constitute the Company's consent to the Underwriters' use of such Marketing Documents and such Offering Documents in connection with the distribution of the Offered Securities, the Over-Allotment Option and the Broker Warrants in compliance with this Agreement and the applicable Securities Laws unless otherwise advised in writing.

- (d) **Delivery.** Delivery of the Prospectus, the U.S. Private Placement Memorandum and any Supplementary Material will be satisfied in accordance with the "access equals delivery" provisions contained in Part 2A of NI 41-101 and Part 6A of NI 44-102, as applicable, and the Underwriters and the Company shall satisfy any request for electronic or paper copies of the Prospectus in accordance with the requirements of NI 41-101 and NI 44-102, as applicable, without charge.
- (e) **Commercial Copies.** If requested by the Underwriters, the Company shall:
- (i) cause commercial copies of the Prospectus, the U.S. Private Placement Memorandum and any Supplementary Material to be delivered to the Underwriters without charge, in such numbers and in such cities in the Qualifying Jurisdictions as the Underwriters may reasonably request by instructions to the Company's commercial printer. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is one Business Day after having been requested by the Underwriters in respect of the Prospectus and the U.S. Private Placement Memorandum, and on or before a date which is two Business Days after the Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material; and
 - (ii) cause to be provided to the Underwriters, without charge, such number of copies of any documents incorporated by reference in the Prospectus or any Supplementary Material the Underwriters may reasonably request for use in connection with the distribution of the Offered Securities.

- (f) **News Releases.** During the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Company will promptly provide to the Underwriters drafts of any news releases of the Company for review by the Underwriters and the Underwriters' counsel prior to issuance and the Company agrees that it shall obtain prior approval of the Underwriters, acting reasonably, as to the content and form of any news release to be issued in connection with the Offering. In addition, in order to comply with applicable U.S. Securities Laws, any news release announcing or otherwise concerning the Offering shall (i) only be released outside the United States, (ii) include an appropriate notation at the top of the news release substantially as follows: "**Not for distribution to United States Newswire Services or for dissemination in the United States.**", and (iii) include substantially the following text in the body of the news release: "The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available. No public offering of securities is being made in the United States. This news release does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful."
- (g) **Marketing Materials.** The Company and the Underwriters severally, and neither jointly, nor jointly and severally, hereby covenant and agree:
- (i) that during the period of distribution of the Offered Securities, the Company and Canaccord, on behalf of the Underwriters, shall approve in writing, prior to such time marketing materials are provided to potential Purchasers, the template version of any marketing materials reasonably requested to be provided by the Underwriters to any potential Purchaser of Offered Securities, such marketing materials to comply with Canadian Securities Laws and such approval by the Company constituting the Underwriters' authority to use such marketing materials in connection with the Offering and to provide them to potential Purchasers of Offered Securities. The Company shall file a template version of such marketing materials with the Securities Regulators as soon as reasonably practicable after the template version of such marketing materials are so approved in writing by the Company and Canaccord, on behalf of the Underwriters, and in any event on or before the day the marketing materials are first provided to any potential Purchaser of Offered Securities;
 - (ii) not to provide any potential Purchaser of Offered Securities with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Regulators on or before the day such marketing materials are first provided to any potential Purchaser of Offered Securities; and
 - (iii) not to provide any potential Purchaser of Offered Securities with any materials or information in relation to the distribution of the Offered Securities or the Company other than: (a) such marketing materials that have been approved and filed in accordance with this Section; (b) any standard term sheets (provided they are in compliance with Canadian Securities Laws); and (c) the Offering Documents.

5. **Material Changes.**

- (a) During the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Company shall promptly inform the Underwriters (and if requested by the Underwriters, confirm such notification in writing) of the full particulars of:
- (i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the condition (financial or otherwise), properties, assets, liabilities (contingent or

otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company;

- (ii) any material fact which has arisen or has been discovered (other than any Underwriter Information) and would have been required to have been stated in any Offering Document had the fact arisen or been discovered on, or prior to, the date of such document; and
 - (iii) any change in any material fact contained in the Offering Documents (other than any Underwriter Information) or any event or state of facts that has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in any Offering Document not complying (to the extent that such compliance is required) with applicable Securities Laws.
- (b) The Company will comply with Section 57 of the *Securities Act* (Ontario) and with the comparable provisions of the other Canadian Securities Laws, and the Company will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Securities, the Over-Allotment Option and the Broker Warrants for distribution in each of the Qualifying Jurisdictions.
 - (c) In addition to the provisions of Sections 5(a) and 5(b), the Company shall in good faith discuss with the Underwriters any change, event or fact contemplated in Sections 5(a) and 5(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under Section 5(a) and shall consult with the Underwriters with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Underwriters and their counsel, acting reasonably.
 - (d) If during the period of distribution of the Offered Securities there shall be any change in Canadian Securities Laws which, in the opinion of the Underwriters, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Company shall, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.
 - (e) During the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Company shall promptly inform the Underwriters (and if requested by the Underwriters, confirm such notification in writing) if any of the representations or warranties made by the Company in this Agreement shall no longer be true and correct in all material respects at any particular time (after giving effect to the transactions contemplated by this Agreement).

6. Covenants of the Company. The Company hereby covenants to the Underwriters that:

- (a) the Company will advise the Underwriters, promptly after receiving notice thereof, of the time when the Prospectus Supplement and any Supplementary Material has been filed and receipts therefor, as applicable, have been obtained pursuant to NP 11-202 and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of any such receipts;
- (b) the Company will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

- (i) the issuance by any applicable securities regulatory authority of any order suspending or preventing the use of any Offering Document;
- (ii) the issuance by any applicable securities regulatory authority of any order suspending the qualification of the Offered Securities, the Over-Allotment Option or the Broker Warrants in any of the Qualifying Jurisdictions, suspending the distribution of the Offered Securities, the Over-Allotment Option or the Broker Warrants or suspending the trading of any securities of the Company;
- (iii) the institution, threatening or contemplation of any proceeding for any such purposes; or
- (iv) any requests made by any applicable securities regulatory authority for amending or supplementing any Offering Document or for additional information,

and will use its best efforts to prevent the issuance of any order referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

- (c) until completion of the distribution of the Offered Securities, the Company will promptly take, or cause to be taken, all commercially reasonable additional steps and proceedings that may from time to time be required under Canadian Securities Laws to continue to qualify the distribution of the Offered Securities, the Over-Allotment Option and the Broker Warrants in the Qualifying Jurisdictions or, in the event that the Offered Securities, the Over-Allotment Option or the Broker Warrants have, for any reason, ceased so to qualify, to so qualify again for distribution in the Qualifying Jurisdictions;
- (d) the Company will ensure that the necessary regulatory and third party consents, approvals, permits and authorizations, including under applicable Securities Laws, and legal requirements in connection with the transactions contemplated by this Agreement are obtained or fulfilled on or prior to the Closing Date and will make all necessary filings (including post-closing filings pursuant to applicable Securities Laws, including the "blue sky laws" in the United States and the rules and policies of the Exchange), take or cause to be taken all action required to be taken by the Company and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement;
- (e) the Company will use its best efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of Canadian Securities Laws of each of the Qualifying Jurisdictions and of the applicable securities laws of each of the other Canadian jurisdictions in which it is a reporting issuer (or the equivalent thereof) to the date that is two years following the Closing Date, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing to be a "reporting issuer" so long as the holders of the Common Shares receive securities of an entity which is listed on a stock exchange in Canada and/or the United States or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the rules and policies of the Exchange (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);
- (f) the Company will use its best efforts to maintain the listing of the Common Shares (including the Unit Shares and the Warrant Shares) for trading on the Exchange or such other recognized securities exchange, market or trading or quotation facility as the Underwriters may approve, acting reasonably, and comply with the rules and policies of the Exchange or such other exchange, market or facility to the date that is two years following the Closing Date, provided that this covenant shall not prevent the Company from transferring its listing to the Toronto Stock Exchange, Cboe Canada Exchange Inc. or completing any transaction which would result in the Common Shares ceasing to be listed so long as the holders of the Common Shares receive securities of an entity which is listed

on a stock exchange in Canada and/or the United States or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the rules and policies of the Exchange (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);

- (g) the Company will ensure that the Unit Shares upon issuance shall be duly and validly authorized and issued as fully paid and non-assessable Common Shares;
- (h) the Company will ensure that the Warrants upon issuance shall be duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Warrant Indenture;
- (i) the Company will ensure, at all times until the date that is 36 months following the Closing Date, that sufficient Warrant Shares are authorized and allotted for issuance upon due and proper exercise of the Warrants. The Warrant Shares, upon issuance in accordance with the terms of the Warrant Indenture, shall be duly and validly issued as fully paid and non-assessable Common Shares;
- (j) the Company will duly execute and deliver the Warrant Indenture at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;
- (k) the Company will not, directly or indirectly, issue any Common Shares or securities convertible into Common Shares for a period of 75 days from the Closing Date (except in the case of clause (iii) below, in respect of which this period will be reduced to 30 days from the Closing Date) without the prior written consent of the Underwriters, such consent not to be unreasonably withheld, conditioned or delayed, except in conjunction with: (i) the grant or exercise or vesting of stock options, restricted share units, deferred share units and other similar issuances pursuant to the equity incentive plans of the Company and other stock-based compensation arrangements including, for greater certainty, the sale of any shares issued thereunder; (ii) the exercise or conversion of outstanding convertible securities; (iii) the issuance of securities in respect of an asset acquisition (directly or indirectly) or other strategic transaction of the Company; or (iv) any obligations in respect of existing agreements or agreements under negotiation;
- (l) the Company will use its commercially reasonable efforts to cause each of its directors and senior officers to enter into lock-up agreements in a form satisfactory to the Company and the Underwriters, in both cases acting reasonably, which shall be negotiated in good faith and contain customary provisions, pursuant to which each such person agrees, among other things, to not, for a period of 75 days from the Closing Date, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, any Common Shares, whether now owned or hereinafter acquired, directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of Common Shares, whether such transaction is settled by the delivery of Common Shares, other securities, cash or otherwise, without the prior written consent of the Underwriters, such consent not to be unreasonably withheld, conditioned or delayed, except in conjunction with: (i) the exercise of previously issued options, restricted share units or other convertible securities (including sales required to satisfy income tax obligations on such exercise or vesting), (ii) transfers among a shareholder's affiliates for tax or other planning purposes, or (iii) a tender or sale by a shareholder of securities of the Company in or pursuant to a to a take-over bid, a transaction that would result in a change of control of the Company, or any other similar transaction made generally to all of the shareholders of the Company;

- (m) the Company will apply the net proceeds of the Offering in the manner specified in the Prospectus Supplement; provided that the Underwriters hereby acknowledge that there may be circumstances where, for sound business reasons, a re-allocation of funds may be necessary or advisable;
- (n) the Company will fulfil or cause to be fulfilled, at or prior to the Closing Time or the Option Closing Time, as applicable, each of the conditions set out in Sections 9 and 10;
- (o) the Company will ensure that the Offered Securities, the Warrant Shares and the Over-Allotment Option have the attributes corresponding in all material respects to the description thereof set forth in the Prospectus; and
- (p) the Company shall immediately file an application with the Exchange for the conditional approval of the listing of the Unit Shares, the Warrant Shares and the Broker Warrant Shares.

7. **(a) Representations and Warranties of the Company.** The Company hereby represents and warrants to the Underwriters and acknowledges that the Underwriters are relying upon such representations and warranties in connection with the Offering, that: ***General Matters***

- (i) *Good Standing of the Company.* The Company has been duly incorporated and is validly existing under the *Business Corporations Act* (British Columbia) and is current and up to date with all filings required to be made by it thereunder, and has all requisite corporate power and authority to carry on its business as currently conducted, and to own, lease and operate its properties and assets and to carry out the transactions contemplated by this Agreement and the Transaction Documents and carrying out the obligations hereunder and thereunder, and has all requisite corporate power to carry on its business as presently proposed to be conducted by it. The Company is duly qualified or authorized to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business.
- (ii) *Subsidiaries.* Other than the Company Subsidiaries, the Company has no other subsidiaries. The Company beneficially owns, directly or indirectly, the percentages indicated in Schedule "B" hereto of the issued and outstanding shares in the capital of the Company Subsidiaries free and clear of all Liens of any kind whatsoever other than as disclosed in Schedule "B" hereto, all of such shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares (or the equivalent legal concept in another jurisdiction), and no person has any right, agreement or option for the purchase from the Company of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Company Subsidiaries or any other security convertible into or exchangeable for any such shares. Each of the Company Subsidiaries has been duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation and has all requisite corporate power, capacity and authority to own, lease and operate, as applicable, its properties, Permits and assets and conduct its business as currently conducted, and has all requisite corporate power to conduct its business as presently proposed to be conducted by it, and each of the Company Subsidiaries is current with all material corporate filings required to be made under its jurisdiction of incorporation and all other jurisdictions in which it exists or carries on any material business.
- (iii) *No Proceedings for Dissolution.* No proceedings have been taken, instituted or, are pending for the dissolution, liquidation or winding up of the Company or any of the Company Subsidiaries.

- (iv) *Share Capital of the Company.* As of the date hereof, the authorized share structure of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares. As of the date hereof (prior to giving effect to the Offering), 553,606,174 Common Shares and no preferred shares are issued and outstanding as fully paid and non-assessable shares. As of the date hereof, other than as described in Schedule "C" to this Agreement and other than pursuant to this Agreement, there are no outstanding convertible securities of the Company or any Company Subsidiary.
- (v) *Authorization.* The Company has full corporate power and authority to issue the Unit Shares, Warrants, Warrant Shares, Broker Warrants and Broker Warrant Shares. The Unit Shares have been (or prior to Closing will be) duly and validly authorized for issuance and sale and, when issued and delivered by the Company pursuant to this Agreement, against payment of the consideration set forth herein, will be validly issued as fully paid and non-assessable Common Shares. The Warrants have been (or prior to Closing will be) duly and validly created and authorized for issuance and when issued and delivered by the Company pursuant to this Agreement and the Warrant Indenture, against payment of the consideration set forth herein, will be validly issued. The Warrant Shares have been (or prior to Closing will be) duly and validly authorized and reserved for issuance and, when issued, delivered and paid for upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture, will be validly issued as fully paid and non-assessable Common Shares. The Broker Warrants have been (or prior to Closing will be) duly and validly created and authorized for issuance and, when issued and delivered by the Company pursuant to this Agreement and the Broker Warrant Certificates at the Closing, will be validly issued. The Broker Warrant Shares have been (or prior to Closing will be) duly and validly authorized and reserved for issuance and, when issued, delivered and paid for upon the due exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificates, will be validly issued as fully paid and non-assessable Common Shares.
- (vi) *Absence of Rights.* Except as disclosed in Schedule "C" hereto, there is no right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued Common Shares or any other agreement or option, for the issue or allotment of any unissued Common Shares or any other security convertible into or exchangeable for any Common Shares or to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding Common Shares, and the Offered Securities, the Unit Shares, the Warrants, the Warrant Shares, the Broker Warrants and the Broker Warrant Shares, upon issuance, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Company.
- (vii) *Common Shares are Listed.* The currently issued and outstanding Common Shares are listed and posted for trading on the Exchange and no order ceasing or suspending trading in the Common Shares or prohibiting the sale of the Offered Securities, the Over-Allotment Option or the Broker Warrants has been issued and to the best knowledge of the Company, no proceedings, actions, inquiries, or investigations for such purpose has been threatened or are pending. The Company is in compliance in all material respects with the current listing requirements and all other applicable rules and regulations of the Exchange and has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the Exchange.
- (viii) *Company Financial Statements.* The Company Financial Statements:
 - (A) present fairly, in all material respects, the consolidated financial position of the Company, and the consolidated results of its operations and its cash flows, for the periods specified in such Company Financial Statements;

- (B) conforms with IFRS applied on a consistent basis throughout the periods involved; and
 - (C) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made, with respect to any period covered by the Company Financial Statements.
- (ix) *Accounting Policies.* There has been no material change in accounting policies or practices of the Company since the Company's most recent financial year end other than as disclosed in the Company Financial Statements.
- (x) *Independent Auditors.* The Company's Auditors are independent public accountants as required by the Canadian Securities Laws and there has not been any "reportable event" (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators) with respect to the present or any former auditor of the Company.
- (xi) *Off Balance Sheet.* There are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities of the Company which are required to be disclosed and are not disclosed or reflected in the Company Financial Statements.
- (xii) *Liabilities.* As of the date hereof, neither the Company nor any Company Subsidiary has any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Company Financial Statements, other than liabilities, obligations or indebtedness or commitments incurred after the last period covered by the Company Financial Statements in the normal course of business or otherwise disclosed in the Public Record and the Prospectus subsequent to the last period covered by the Company Financial Statements and which would not reasonably be expected to have a Material Adverse Effect.
- (xiii) *Non-Contravention.* Neither the Company nor any Company Subsidiary is in violation of its constating documents. None of the Offering, the execution, delivery and performance of this Agreement or the Transaction Documents or the consummation of the transactions contemplated herein and therein, including the issue of the Unit Shares, Warrants, Warrant Shares, Broker Warrants or Broker Warrant Shares does or will conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of or Lien upon any of the consolidated properties or assets of the Company under any provision of:
- (A) the constating documents of the Company or the comparable organizational documents of any Company Subsidiary or resolutions of the Company or any Company Subsidiary that are in effect at the date hereof;
 - (B) any judgment, decree or order binding the Company or the properties or assets of the Company;
 - (C) any Contract or Debt Instrument to which the Company or any Company Subsidiary is a party or by which any of their respective properties or assets are bound;
 - (D) any Law applicable to the Company or any Company Subsidiary or any of their respective properties or assets; or

- (E) any authorization held or obtained by the Company or any Company Subsidiary or in which any of them has an economic interest.
- (xiv) *All Consents and Approvals.* All consents, approvals, Permits, authorizations or filings as may be required under Securities Laws necessary for: (i) the execution and delivery of the Transaction Documents; (ii) the issuance, creation, sale and delivery, as applicable, of the Unit Shares, the Warrants, the Warrant Shares, the Broker Warrants and the Broker Warrant Shares; and (iii) the consummation of the transactions contemplated hereby and by the other Transaction Documents, have been made or obtained, as applicable, other than filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws.
- (xv) *Absence of Breach or Default.* The Company is not in breach or default of, and the execution and delivery of the Transaction Documents and the performance by the Company of its obligations hereunder or thereunder, the creation, issue and sale, as applicable, of the Offered Securities, the Warrant Shares, the Broker Warrants and the Broker Warrant Shares and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, whether after notice or lapse of time or both (i) any statute, rule or regulation applicable to the Company, including the Securities Laws, (ii) the constating documents, articles, or resolutions of the Company which are in effect at the date hereof, (iii) any Debt Instrument or Material Agreement, or (iv) any judgment, decree or order binding the Company, or the properties or assets of the Company.
- (xvi) *Material Assets.* The Company is, directly or indirectly, the legal and beneficial owner of, and has good and marketable right, title and interest in and to the Properties and the other assets of the Company and the Company Subsidiaries reflected in the Prospectus, free and clear of all Liens (except as otherwise disclosed in the Title Opinions). The Company's ownership interest in the Properties will be as set forth in the Title Opinions. Any and all Contracts pursuant to which the Company or any Company Subsidiary holds material assets or is entitled to the use of or acquire ownership of material assets (whether directly or indirectly) are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and there is currently no material default of any of the provisions of any such agreements nor has any such default been alleged, and the Company, after making due enquiries, is not aware of any disputes with respect thereto and such assets are in good standing under the applicable Laws of the jurisdictions in which they are situated, and all leases, licences, concessions, mineral rights and claims pursuant to which the Company and the Company Subsidiaries derive their interests (whether legal or beneficial) in such material assets are in good standing (subject to the qualifications, if any, provided in the Title Opinions) and there has been no material default under any such leases, licences, concessions, mineral rights or claims and all taxes required to be paid with respect to such assets to the date hereof have been paid. The Properties (and any option agreement or any interest in, or right to earn an interest in, such Properties) are not subject to any right of first refusal or purchase or acquisition rights, save and except as set out in (i) the concentrate sales agreement dated December 7, 2022 among MK Metal Trading Mexico S.A. de C.V. ("**MK Metal**"), as buyer, OMPSA and MMR, as sellers, Ocean Partners UK Limited ("**Ocean Partners**") and the Company with respect to the sale of silver and gold concentrate derived from the El Cubo Project and VMC Projects; (ii) the amended concentrate sales agreement dated February 23, 2024 among MK Metal, as buyer, the Company and MMR, as sellers and Ocean Partners with respect to the sale of concentrate derived from the Valenciana mines complex and San Ignacio Mine; (iii) the amended concentrate sales agreement dated February 23, 2024 among MK Metal, as buyer, the Company and OMPSA, as sellers and Ocean Partners with respect to the sale of

concentrate derived from the El Pinguico Project and El Cubo Project; (iv) the concentrate sales agreement dated February 23, 2024 among MK Metal, as buyer, MMR, as seller with respect to the sale of concentrate derived from the Topia Project; (v) the concentrate sales agreement dated April 4, 2025 among MK Metal, as buyer, OMPSA, as seller with respect to the sale of lead concentrate derived from the Topia Project; and (vi) the concentrate sales agreement dated April 4, 2025 among MK Metal, as buyer, OMPSA, as seller with respect to the sale of zinc concentrate derived from the Topia Project.

- (xvii) *Scientific and Technical Information.* The Company is in compliance, in all material respects, with the provisions of NI 43-101 and has filed all technical reports in respect of its material properties required thereby, which remain current as at the date hereof. The Technical Reports comply in all material respects with the requirements of NI 43-101 and there is no new material scientific or technical information concerning the Properties since the date thereof that would require a new technical report in respect of such property to be filed under NI 43-101. The Company made available to the authors of the Technical Reports, prior to the issuance thereof, for the purpose of preparing such report, all information requested by such authors and none of such information contained any misrepresentation at the time such information was provided. The information set forth in the Prospectus relating to scientific and technical information, including the estimates of the mineral resources of the Properties, as applicable, have been prepared in accordance with Canadian industry standards set forth in NI 43-101 and in compliance with Securities Laws. The method of estimating the mineral resources has been verified by mining experts who are "qualified persons" (within the meaning of NI 43-101), all material assumptions underlying the mineral resource estimates are reasonable and appropriate, the information upon which the estimates of mineral resources were based, was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material changes to such information since the date of delivery or preparation thereof.
- (xviii) *Exploration and Development Activities.* To the knowledge of the Company:
- (A) save and except as disclosed in the Title Opinions, all assessments or other work required to be performed in relation to mineral concessions in respect of the Properties have been performed to date and all applicable Laws in this regard, as well as with regard to legal, contractual obligations to third parties in this regard have been complied with, except for any non-compliance that would not, either individually or in the aggregate, have a Material Adverse Effect;
 - (B) no part of the Properties or the mining rights or permits of the Company has been taken, revoked, condemned, or expropriated by any Governmental Entity nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Company, been commenced, threatened, or is pending, nor does the Company have any knowledge of the intent or proposal to give such notice or commence any such proceedings; and
 - (C) all exploration and development activities conducted on premises in which the Company has a direct or indirect economic interest have been conducted in all material respects in accordance with good mining and engineering practices and all applicable workers' compensation and health and safety and workplace Laws have been duly complied with in all material respects, except where the failure to so conduct operations would not reasonably be expected to have a Material Adverse Effect.
- (xix) *Environmental Laws.*

- (A) neither the Company nor any Company Subsidiary is in violation, in any material respect, of any federal, provincial, state, local, municipal or foreign Law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of human health, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including Laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**") except where such violations would not be reasonably expected, on an individual or aggregate basis, to have a Material Adverse Effect;
- (B) the Company and the Company Subsidiaries have all Permits, authorizations and approvals required under any applicable Environmental Laws to conduct their businesses as presently operated and are each in compliance, in all material respects, with their requirements, except where the failure to have such Permits, authorizations and approvals would not reasonably be expected, on an individual or aggregate basis, to have a Material Adverse Effect;
- (C) there are no pending or, to the Company's knowledge, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Company or any Company Subsidiary, which, if determined adversely, would reasonably be expected to have a Material Adverse Effect;
- (D) the Company has not received any notice of, or been prosecuted for an offence alleging, non-compliance with any laws, ordinances, regulations and orders, including Environmental Laws, and the Company has not settled any allegation of non-compliance short of prosecution. Save and except as required under applicable Permits issued for the Properties, there are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Company and nor has the Company received notice of any of the same;
- (E) there have been no past unresolved claims, complaints, notices or requests for information received by the Company with respect to any alleged material violation of any Environmental Laws, and to the best knowledge of the Company, none that are threatened or pending; and, to the knowledge of the Company, no conditions exist at, on or under any properties now or previously owned, operated or leased by the Company which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or would have a Material Adverse Effect;
- (F) except as ordinarily or customarily required by applicable Permit, the Company has not received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any law including any Environmental Laws and the Company has not received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites; and

- (G) other than for ongoing legislative reporting, there are no environmental audits, evaluations, assessments, studies or tests that were commissioned by the Company or any Company Subsidiary respecting the business, operations, properties or facilities of the Company or any Company Subsidiary or in which it has a direct or indirect economic interest.
- (xx) *Conduct of Business; Possession of Licenses and Permits.* The Company and each Company Subsidiary has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business. The Company and each Company Subsidiary possesses such Permits, certificates, licenses, approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate federal, provincial, state, local or foreign, as applicable, Governmental Entities necessary to own, lease, stake or maintain the mining rights and property claims and other property interests and to conduct the business now operated, including to conduct exploration at their various projects, except where the failure to possess such Permits, certificates, licenses, approvals, consents or authorizations would not reasonably be expected to have a Material Adverse Effect. The Company and each Company Subsidiary is in compliance, in all material respects, with the terms and conditions of all such Governmental Licenses, and is not in violation of, or in default under, in any material respect, applicable Laws (including Environmental Laws) of any Governmental Entities having, asserting or claiming jurisdiction over the Company or any Company Subsidiary or over any part of the Company's or any Company Subsidiary's operations or assets except where such non-compliance, violation or default would not reasonably be expected to have a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect. Neither the Company nor any Company Subsidiary has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses.
- (xxi) *Material Agreements.* All of the Material Agreements and Debt Instruments of the Company have been disclosed in the Prospectus and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Company has performed all obligations (including payment obligations) in a timely manner under and is in compliance with all terms and conditions contained in each Material Agreement and Debt Instrument. The Company is not, in any material respect, in violation, breach or default nor has it received any notification from any party claiming that the Company is in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Company, is in breach, violation or default of any term under any Material Agreement or Debt Instrument.
- (xxii) *Restrictions on Dividends or Business.* Save and except as set out in the Company's gold loan agreement dated April 1, 2025 with Ocean Partners (the "**2025 OP Gold Loan**") and related security documents therefor: (i) there is not, in the constating documents, articles or in any Contract or other instrument or document to which the Company is a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of the Company or the payment of dividends by the Company to the holders of its Common Shares; (ii) no Company Subsidiary is currently prohibited, directly or indirectly, under any Contract or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such Company Subsidiary's outstanding equity securities, from repaying to the Company any loans or advances to such Company Subsidiary from the Company or from transferring any of such Company Subsidiary's properties or assets to the Company or any other Company Subsidiary; and (iii) neither the Company nor any Company Subsidiary is a party to or bound or affected by any Contract containing any covenant which expressly limits the freedom of the Company or any Company Subsidiary to compete in any line of business,

transfer or move any of its assets or operations or which materially or adversely affects the consolidated business practices, operations or condition of the Company.

- (xxiii) *No Material Adverse Effect*. Since December 31, 2024, (i) except as disclosed in the Company Financial Statements, there has been no change in the consolidated condition (financial or otherwise), or in the consolidated properties, capital, affairs, prospects, operations, assets or liabilities of the Company, whether or not arising in the ordinary course of business, which would reasonably be expected to give rise to a Material Adverse Effect, and (ii) except as disclosed in the Prospectus, there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company.
- (xxiv) *Absence of Changes*. Since December 31, 2024, the Company and each Company Subsidiary has carried on business in the ordinary course and, except as disclosed in the Prospectus, there has not been:
 - (A) any material change in the consolidated assets, liabilities or obligations (absolute, accrued, contingent or otherwise), business, business prospects, condition (financial or otherwise) or results of operations of the Company, other than those changes occurring in the ordinary course of business, none of which (either singly or taken together) has had or would have a Material Adverse Effect on the Company;
 - (B) except as contemplated in this Agreement, any material change in the share capital or long-term debt of the Company;
 - (C) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares in the capital of the Company or any direct or indirect redemption, purchase or other acquisition of any shares; or
 - (D) any change in accounting or tax practices followed by the Company.
- (xxv) *Absence of Proceedings*. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or other Governmental Entity, domestic or foreign, now pending or, to the knowledge of the Company, threatened against or affecting the Company or any Company Subsidiary that has not been disclosed in the Prospectus, or which if determined adversely would reasonably be expected to have a Material Adverse Effect, or which, if determined adversely, would reasonably be expected to materially adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder or under the other Transaction Documents.
- (xxvi) *Outstanding Judgements*. There is no outstanding judgement, order, decree (excluding decrees of general application under applicable Law), arbitral award or decision of any court, tribunal or other Governmental Entity against the Company or any Company Subsidiary which would reasonably be expected to have a Material Adverse Effect.
- (xxvii) *No Insolvency*. Neither the Company nor any Company Subsidiary has committed an act of bankruptcy or sought protection from its creditors from any court or pursuant to any Law, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed of any part of its assets, had any encumbrancer or receiver take possession of any of its property, had an execution or distress become enforceable or levied

upon any portion of its property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against it, and neither the Company nor any Company Subsidiary is an insolvent person (as that term is defined in the *Bankruptcy and Insolvency Act* (Canada)) as of the date hereof.

- (xxviii) *Anti-Bribery Laws.* Neither the Company nor any Company Subsidiary has, and to the knowledge of the Company, no director, officer, employee, consultant, representative or agent of the foregoing has, (i) violated any anti-bribery or anti-corruption laws applicable to the Company, including but not limited to the *Foreign Corrupt Practices Act of 1977* (United States), to the extent they apply to the Corporation, and the *Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Company in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Company nor any Company Subsidiary has, nor, to the knowledge of the Company, has any director, officer, employee, consultant, representative or agent of foregoing, (i) conducted or initiated any review, audit, or internal investigation that concluded the Company, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging noncompliance with any such laws.
- (xxix) *Brokerage Fees.* Other than the Underwriters (or any members of the Selling Group) pursuant to this Agreement, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage, finder, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein.
- (xxx) *Entitlement to Proceeds.* Other than the Company, there is no person that is or will be entitled to the proceeds of the Offering under the terms of any Debt Instrument, Material Agreement, or other instrument or document (written or unwritten).
- (xxxi) *Authorization of Documents, etc.* This Agreement has been, and at the Closing Time each of the Transaction Documents, and the transactions contemplated herein and therein, will have been, duly authorized, executed and delivered by the Company and, in each case, will be a legal, valid and binding obligation of, and be enforceable against, the Company in accordance with its terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other Laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability may be limited by applicable Laws in effect in the province of British Columbia. All necessary corporate action has been taken by the Company so as to: (i) validly issue the Unit Shares as fully paid and non-assessable Common Shares; (ii) validly create, authorize and issue the Warrants; (iii) allot

and authorize the issuance of the Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture; (iv) validly create, authorize and issue the Broker Warrants; and (v) allot and authorize the issuance of the Broker Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificates.

(xxxii) *No Default of Securities Laws.* The Company is not in default, in any material respect, of any requirement of applicable Securities Laws which would reasonably be expected to have a Material Adverse Effect on the Offering or the Company.

(xxxiii) *Disclosure.*

- (A) all information which has been prepared or compiled by the Company relating to the Company and its business, properties and liabilities, and either filed on SEDAR+ or provided to the Underwriters, including all financial, marketing, sales, technical mining and operational information, is as of the date of such information, true and correct in all material respects, and no material fact or facts have been omitted therefrom which would make such information misleading;
- (B) the Company has not withheld from the Underwriters any material facts relating to the Company or the Offering;
- (C) the Company has filed all documents required to be filed by it under the applicable Securities Laws and the documents comprising the Public Record did not contain a misrepresentation, at the time of their filing on SEDAR+; and
- (D) the Company has not filed any confidential material change reports which remain confidential as at the date hereof.

(xxxiv) *No Default.* Neither the Company nor any Company Subsidiary is in default of any material term, covenant or condition under or in respect of any judgment, order, agreement or instrument to which it is a party or to which it or any of the material property or assets (including any royalty or interest therein) thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any Contract to which the Company or any Company Subsidiary is a party entitling any other party thereto to accelerate the maturity of any amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.

(xxxv) *Voting Agreements.* Save and except as provided for in the Company's asset purchase agreement dated March 16, 2021 with Endeavour Silver Corp. (the "**EDR Agreement**"), and the pledge over the shares of MMR and OMPSA from the Company to Ocean Partners contemplated in the 2025 OP Gold Loan, the Company is not party to any agreement, nor is the Company aware of any agreement, which in any manner affects or could affect the voting control of the securities of the Company or a Company Subsidiary.

(xxxvi) *Shareholder Agreements.* Save and except for the EDR Agreement, neither the Company nor, to the knowledge of the Company, any shareholder of the Company is a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Company.

(xxxvii) *Interest of Insiders; Conflicts.* To the knowledge of the Company:

- (A) save and except as disclosed in the Prospectus, none of the directors, officers or employees of the Company or the Company Subsidiaries, any known holder of more than 10% of any class of shares of the Company, or any known associate or affiliate of any of the foregoing persons, has had any material interest, direct or indirect, in any material transaction within the previous two years or has any material interest in any proposed material transaction involving the Company or a Company Subsidiary which, as the case may be, materially affected, is material to or will materially affect the Company or any of the Company Subsidiaries, and no insider of the Company (within the meaning of applicable Securities Laws) has a present intention to sell any securities of the Company;
 - (B) no officer, director or employee of the Company or any Company Subsidiary, and no person which is an affiliate or associate of one or more of the foregoing, owns, directly or indirectly, any interest in (except for shares representing less than 5% of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of any person which is, or is engaged in, a business competitive with the Company or any Company Subsidiary, as applicable, which, in either case, materially adversely impacts, or can reasonably be expected to materially and adversely impact, their ability to duly and properly perform their services;
 - (C) no officer, director, employee or 5% security holder of the Company or any of the Company Subsidiaries has any cause of action or other claim whatsoever against, or owes any material amount to, the Company or any Company Subsidiary, as applicable, in connection with its business except for claims in the ordinary and normal course of the business such as for accrued vacation pay or other amounts or matters which would not be material to the Company on a consolidated basis;
 - (D) neither the Company nor any Company Subsidiary owes any monies to, has any present loans to, or borrowed any monies from or is otherwise indebted to, any officer, director, employee, 5% shareholder or any person not dealing at "arm's length" (as such term is defined in the Tax Act) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of its business. Except for usual employee or consulting arrangements made in the ordinary and normal course of business, neither the Company nor any Company Subsidiary is a party to any Contract or understanding with any officer, director, employee, 5% shareholder or any other person not dealing at arm's length with it; and
 - (E) the directors and executive officers of the Company and the Company Subsidiaries who are NEOs and their compensation arrangements (as applicable) with the Company and the Company Subsidiaries, as applicable, whether as directors, officers or employees are, in all material respects, as disclosed in the Prospectus.
- (xxxviii) *Interest in Revenues.* No officer, director, employee or any other person not dealing at arm's length with the Company (within the meaning of the Tax Act), or to the knowledge of the Company, any associate or affiliate of such person, owns, has or is entitled to any royalty, net profits interest, carried interest, licensing fee, or any other Liens or claims of any nature whatsoever which are based on the revenues, profits, results of mineral project exploitation or other economic measure of the Company, save and except for certain royalties over the El Pinguico Project held by EMBSA.
- (xxxix) *Directors and Officers.* To the knowledge of the Company, none of the directors or officers of the Company are now, or have ever been, (i) subject to an order or ruling of any securities

regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange, or (ii) subject to an order preventing, ceasing or suspending trading in any securities of the Company or any other public company.

- (xl) *Employees.* All material employment agreements, severance agreements and change of control agreements in respect of any NEOs, and all Employee Plans have been, in all material respects, adequately disclosed in the Prospectus. The Company and the Company Subsidiaries are in material compliance with all Laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages, and there is not currently any material labour disruption or conflict involving the Company or any Company Subsidiary. There are no material claims, complaints, outstanding decisions, orders or settlements or, to the knowledge of the Company, pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which may give rise to any of the foregoing. Save and except for OMPSA, neither the Company nor any Company Subsidiary is a party to a collective bargaining agreement. To the best of the Company's knowledge, save as aforesaid, there are no union organizing efforts being made at the Company or any Company Subsidiaries.
- (xli) *Employee Plans.* Each material plan, if any, for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company or any Company Subsidiary for the benefit of any current or former director, officer, employee or consultant (collectively, the "**Employee Plans**") has been maintained in material compliance with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plan. The Company does not have nor has had any pension plan (as such term is defined in the relevant legislation of the applicable jurisdiction). All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and Employee Plan payments have been reflected in the books and records of the Company.
- (xlii) *Indebtedness.* Neither the Company nor any Company Subsidiary has guaranteed or otherwise given security for or agreed to guarantee or give security for any liability, debt or obligation of any other person, other than on behalf of the Company or another Company Subsidiary.
- (xliii) *Insurance.* The properties and assets of the Company and the Company Subsidiaries are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and the terms of any policies in respect thereof have not been breached, in any material respect, and the insured has not failed to promptly give any notice or present any material claim thereunder.
- (xliv) *Taxes.* Save and except for certain value added tax (VAT) refund returns for OMPSA, all tax returns, reports, elections, remittances and payments of the Company and the Company Subsidiaries required by applicable Law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be), and are substantially true, complete and correct, and all taxes of the Company and of the Company Subsidiaries have been paid or accrued in the Company Financial Statements (except in any case in which the failure to file, pay or accrue such taxes would not result in a Material Adverse Effect).

To the knowledge of the Company, no examination of any tax return of the Company is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Company, except where such examinations, issues or disputes, individually or collectively, would not reasonably be expected to have a Material Adverse Effect.

- (xlv) *Accounting Controls.* The Company and each of the Company Subsidiaries maintains, and will maintain, a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (xlvi) *Material Properties and Mining Rights.* The Company holds either freehold title, mining leases, mining concessions, mining claims or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdictions in which the Properties are located in respect of the mineral deposits and specified minerals located in the Properties in which the Company has an interest as described in the Prospectus under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Company to access the Properties and explore and commercially extract the minerals relating thereto as are appropriate in view of their respective rights and interests therein; all such properties, leases, concessions or claims in which the Company has any interests or rights have been validly located and recorded in accordance with all applicable laws and are valid, subsisting and in good standing, save and except as disclosed in the Title Opinions. The Company does not know of any claim or basis for any claim that would materially and adversely affect the right of the Company to use, transfer, access or otherwise commercially extract such property rights; and, except as specified in the Title Opinions or required by Law, the Company does not have a responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof.
- (xlvii) *Title Opinions.* The Title Opinions will address all of the material concessions and claims in respect of the Properties.
- (xlviii) *Indigenous Claims.* There are no claims with respect to indigenous rights currently, or, to the knowledge of the Company, pending or threatened with respect to the Properties or in respect of any other material properties in which the Company has a direct or indirect economic interest. Without limiting the foregoing, to the knowledge of the Company the Properties are not located in an area designated or in the process of being designated as traditionally occupied by any indigenous group (indigenous reserves).
- (xlix) *No Cease Trade Orders.* No Securities Regulator in any jurisdiction has issued any order which is currently outstanding preventing or suspending trading in any securities of the Company or prohibiting the issue or sale of the Offered Securities, the Unit Shares, the Warrants, the Warrant Shares, the Broker Warrants or the Broker Warrant Shares, no such proceeding is, to the knowledge of the Company, pending, contemplated or threatened, and the Company is not in material default of any requirement of applicable Securities Laws, except such as would not have or would not reasonably be expected to have a Material Adverse Effect.

- (l) *Transfer Agent and Registrar.* Odyssey Trust Company, at its principal offices in Vancouver, British Columbia, or Calgary, Alberta has been duly appointed as the Transfer Agent for the Common Shares.
- (li) *Warrant Agent.* Odyssey Trust Company, at its principal offices in Vancouver, British Columbia, or Calgary, Alberta has been duly appointed as the Warrant Agent for the Warrants.
- (lii) *Money Laundering Laws.* The operations of the Company and the Company Subsidiaries are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements of the money laundering Laws of all relevant jurisdictions, the rules and regulations thereunder and any related Laws issued, administered or enforced by any Governmental Entity (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any court or other Governmental Entity or any arbitrator non-Governmental Entity involving the Company or any Company Subsidiary with respect to the Money Laundering Laws is, to the best knowledge of the Company, pending or threatened.
- (liii) *No Pending Changes to Law, etc.* Save and except the government decree amending Mexico's mining law published on or about May 8, 2023, the Company is not aware of any pending change or contemplated change to any applicable Law that could reasonably be expected to materially affect the business of the Company or the business or legal environment under which the Company or any Company Subsidiary operates.
- (liv) *Corporate Records.* The minute books and corporate records of the Company made available to the Underwriters and their counsel in connection with the Underwriters' due diligence investigations of the Company are the original minute books and records of the Company or true copies thereof and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of the Company and there have been no other material proceedings of the shareholders, boards of directors or any committee of the boards of directors of the Company that are required to be included in such minute books and records to the date of review of such corporate records and minute books not reflected in such minute books and corporate and other records other than those which have been disclosed to the Underwriters in writing.
- (lv) *Acquisitions and Dispositions.* Since December 31, 2024, all acquisitions, dispositions, amalgamations, reorganizations, and other corporate transactions completed by the Company, have been, if required, disclosed in the Public Record, were completed in material compliance with all applicable corporate and Securities Laws and all necessary corporate and regulatory approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained and complied with.
- (lvi) *Purchases and Sales.* The Company has not approved, nor entered into any agreement in respect of:
 - (A) the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Company whether by asset sale, transfer of shares, or otherwise, save and except for the proposed sale of certain non-core real estate assets acquired by the Company as part of its acquisition of MMR in August, 2022;

- (B) the change of control (by sale or transfer of Common Shares or sale of all or substantially all of the assets of the Company or otherwise) of the Company; or
 - (C) a proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares.
- (lvii) *Compliance with Laws, Filings and Fees.* The Company has complied in all material respects with all relevant statutory and regulatory requirements required to be complied with prior to the Closing Time in connection with the Offering. All filings and fees required to be made and paid by the Company pursuant to Securities Laws and general corporate law have been made and paid. Subject to Section 7(liii) above, the Company is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will have a Material Adverse Effect.
- (lviii) *Investment Company Act.* The Company is not and, after giving effect to the issuance of the Offered Securities and Broker Warrants, and the application of the proceeds of the Offering as described in the Offering Documents, as applicable, will not be required to be registered as an investment company under the United States Investment Company Act of 1940, as amended, and is not relying on any exemption therefrom.
- (lix) *Reporting Issuer Status and Short Form Prospectus Eligibility.* The Company is a "reporting issuer", not included in a list of defaulting reporting issuers maintained by the securities regulators in each of the provinces and territories of Canada, and in particular, without limiting the foregoing, the Company has in all material respects complied with its obligations to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to the Company which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the securities regulators in each of the provinces and territories of Canada. The Company is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to Canadian Securities Laws and the Base Shelf Prospectus has sufficient headroom to allow for the issuance of the Offered Securities under the Prospectus Supplement.
- (lx) *Offering Documents.* Each of the Base Shelf Prospectus, the Prospectus Supplement, the U.S. Private Placement Memorandum and the Marketing Documents, the execution and filing of each of the Base Shelf Prospectus and the Prospectus Supplement and the filing of the Marketing Documents with the Securities Regulators and the delivery of the U.S. Private Placement Memorandum have been or will be prior to the filing or use thereof duly approved and authorized by all necessary corporate action of the Company, and the Base Shelf Prospectus has been and the Prospectus Supplement will be duly executed by and filed on behalf of the Company.
- (lxi) *Continuous Disclosure.* The Company is in compliance in all material respects with its continuous disclosure obligations under Canadian Securities Laws and, without limiting the generality of the foregoing, there has not occurred an adverse material change, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition or capital of the Company which has not been publicly disclosed and the information and statements in the Public Record were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR+, do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information and statements misleading, and the Company has not filed any confidential material change reports which remain confidential as at the date hereof. The Company is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1

– *Civil Liability for Secondary Market Disclosure of the Securities Act (Ontario)* and analogous provisions under Securities Laws.

(lxii) *Forward-Looking Information.* All forward-looking information and statements of the Company contained in the Prospectus and the assumptions underlying such information and statements, subject to any qualifications contained therein, as at the time they were or will be made, were or will be made on reasonable grounds after due and proper consideration and were or will be truly and honestly held and fairly based.

(lxiii) *Securities Attributes.* When issued and sold by the Company in accordance with the terms hereof, the Offered Securities, the Over-Allotment Option, the Broker Warrants and the Broker Warrant Shares shall have the rights, privileges, restrictions, conditions attributes and characteristics that conform to the rights, privileges, restrictions, conditions, attributes and characteristics attaching to such securities set forth in the Prospectus.

(b) **Representations and Warranties of the Underwriters.** Each Underwriter hereby severally, and neither jointly, nor jointly and severally, represents and warrants to the Company and acknowledges that the Company is relying upon such representations and warranties in connection with the Offering, that it is, and will remain so until the completion of the Offering, appropriately registered under applicable Canadian Securities Laws so as to permit it to lawfully fulfil its obligations hereunder.

8. Closing Deliveries. Subject to the terms and conditions of this Agreement, the purchase and sale of the Offered Securities (and Additional Securities, if applicable) shall be completed at the Closing Time (and the Option Closing Time, if applicable) electronically or at such place as Canaccord and the Company may agree upon. At the Closing Time or the Option Closing Time, as applicable, the Company shall, subject to the terms and conditions of this Agreement, duly and validly deliver to the Underwriters by way of electronic deposit, registered as directed by Canaccord, the Offered Securities or the Additional Securities, as the case may be, and the Broker Warrant Certificates registered as directed by the Underwriters, against payment at the direction of the Company of the aggregate subscription price for the Offered Securities or Additional Securities, as the case may be, in lawful money of Canada. The Underwriters may discharge their payment obligations under this Section 8 by the transfer of funds by electronic wire transfer from Canaccord to the Company's designated bank account, which shall be a bank account in Canada, equal to the aggregate subscription price for the Offered Securities or the Additional Securities, as the case may be, less: (i) the Commission, and (ii) the out-of-pocket costs and expenses of the Underwriters, including the fees and disbursements of counsel to the Underwriters, as set out in Section 12.

9. Conditions of Closing. The Underwriters' several, and not joint, nor joint and several, obligation to purchase any Initial Units at the Closing Time shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Underwriters shall have received at the Closing Time a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers of the Company as the Underwriters may agree, certifying for and on behalf of the Company that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Common Shares) has been issued by any Governmental Entity and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any Governmental Entity;

(ii) to the knowledge of such officers, after due enquiry, there has been no adverse material change (actual or proposed, whether financial or otherwise) in the condition (financial or

otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company, since the date hereof;

- (iii) the Prospectus complies in all material respects with Canadian Securities Laws, does not contain a misrepresentation and contains full, true and plain disclosure of all material facts relating to the Company, the Offering, the Offered Securities, the Over-Allotment Option, the Warrant Shares, the Broker Warrants and the Broker Warrant Shares as required by Canadian Securities Laws;
 - (iv) the Company has duly complied in all material respects with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and
 - (v) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement, except in respect of any representations and warranties that are to be true and correct as of a specified date, in which case they were true and correct as of that date;
- (b) the Underwriters shall have received at the Closing Time a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers of the Company as the Underwriters may agree, addressed to the Underwriters with respect to the constating documents of the Company, all resolutions of the Company's board of directors and, as applicable, shareholders relating to the Transaction Documents and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers of the Company and such other matters as the Underwriters may reasonably request;
 - (c) the Company shall have made and/or obtained all necessary filings, approvals, permits, consents and authorizations to or from, as the case may be, the board of directors and shareholders of the Company, the Securities Regulators, the Exchange, and any other applicable person required to be made or obtained by the Company in connection with the transactions contemplated by this Agreement, on terms which are acceptable to the Underwriters, acting reasonably;
 - (d) the Unit Shares, the Warrant Shares and the Broker Warrant Shares shall have been conditionally approved for listing and posting for trading on the Exchange, subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the Exchange;
 - (e) the Underwriters shall have received favourable legal opinions addressed to the Underwriters, dated the Closing Date, from MLT Aikins LLP, counsel to the Company, and where appropriate local counsel to the Company (it being understood that such counsel may rely to the extent appropriate in the circumstances (i) as to matters of fact, on certificates of the Company executed on its behalf by a senior officer of the Company and on certificates of the transfer agent and registrar of the Company, as to the issued capital of the Company, and (ii) as to matters of fact not independently established, on certificates of the Company's Auditors or a public official), such opinions to be subject to standard qualifications and assumptions and in form satisfactory to the Underwriters and their counsel, acting reasonably, with respect to the following matters:
 - (i) the incorporation and subsistence of the Company under the laws of the Province of British Columbia and as to the corporate power and capacity of the Company to enter into and carry out its obligations under the Transaction Documents and to issue and sell the Offered Securities, grant the Over-Allotment Option and issue the Warrant Shares, the Broker Warrants and the Broker Warrant Shares;

- (ii) the Company is a "reporting issuer" not included on the list of issuers in default in each of the provinces of Canada;
- (iii) the authorized and issued capital of the Company;
- (iv) the Company has all requisite corporate power and capacity under the laws of its jurisdiction of existence to carry on its business as presently carried on and to own, lease and operate its properties and assets as described in the Prospectus;
- (v) the execution and delivery of the Transaction Documents, the performance by the Company of its obligations thereunder, the sale and issuance of the Offered Securities, the grant of the Over-Allotment Option and the issuance of the Warrant Shares, the Broker Warrants and the Broker Warrant Shares, do not and will not conflict with or result in any breach of the constating documents of the Company, or any applicable corporate laws or any Canadian Securities Laws;
- (vi) each of the Transaction Documents have been duly authorized and executed and delivered by the Company, and constitute valid and legally binding obligations of the Company enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable law;
- (vii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Base Shelf Prospectus and the Prospectus Supplement and the filing thereof with the Securities Regulators, the filing of the Marketing Documents with the Securities Regulators and the delivery of the U.S. Private Placement Memorandum;
- (viii) the Unit Shares, other than the Over-Allotment Unit Shares issuable at any Option Closing Time, have been duly and validly issued as fully paid and non-assessable Common Shares;
- (ix) the Warrants have been duly and validly created and, other than the Over-Allotment Warrants issuable at any Option Closing Time, issued;
- (x) the Warrant Shares have been reserved and authorized and allotted for issuance and upon the receipt of payment therefor by the Company and the issue thereof upon exercise of the Warrants in accordance with the provisions of the Warrant Indenture, the Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares;
- (xi) the Broker Warrants have been duly and validly created and, other than the Broker Warrants issuable at any Option Closing Time, issued;
- (xii) the Broker Warrant Shares have been reserved and authorized and allotted for issuance and upon the receipt of payment therefor by the Company and the issue thereof upon exercise of the Broker Warrants in accordance with the provisions of the Broker Warrant Certificates, the Broker Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares;
- (xiii) all necessary corporate action has been taken by the Company to authorize the issuance of the Additional Securities, subject to receipt of payment in full for them, and the issuance of the additional Broker Warrants, and when issued and delivered, the Additional Securities and the additional Broker Warrants will be duly and validly issued by the Company and

the Over-Allotment Unit Shares will be outstanding as fully paid and non-assessable Common Shares;

- (xiv) the rights, privileges, restrictions and conditions attaching to the Offered Securities, the Warrant Shares, the Over-Allotment Option, the Broker Warrants and the Broker Warrant Shares conform in all material respects with the description thereof set forth in the Prospectus;
- (xv) all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits, consents and authorizations of the Securities Regulators in each of the Qualifying Jurisdictions have been obtained by the Company to qualify the distribution to the public of the Offered Securities in each of the Qualifying Jurisdictions through persons who are registered under Canadian Securities Laws and to qualify the grant of the Over-Allotment Option and the issuance of the Broker Warrants to the Underwriters;
- (xvi) the issuance by the Company of the Warrant Shares upon the due exercise of the Warrants is exempt from, or is not subject to, the prospectus requirements of Canadian Securities Laws in the Qualifying Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained under Canadian Securities Laws of the Qualifying Jurisdictions in connection therewith;
- (xvii) the issuance by the Company of the Broker Warrant Shares upon the due exercise of the Broker Warrants is exempt from, or is not subject to, the prospectus requirements of Canadian Securities Laws in the Qualifying Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained under Canadian Securities Laws of the Qualifying Jurisdictions in connection therewith;
- (xviii) the first trade in, or resale of, the Warrants Shares is exempt from, or is not subject to, the prospectus requirements of Canadian Securities Laws in the Qualifying Jurisdictions and no filing, proceeding or approval will need to be made, taken or obtained under such laws in connection with any such trade or resale, provided that the trade or resale is not a "control distribution" (as defined in National Instrument 45-102 – *Resale of Securities*);
- (xix) the Unit Shares, the Warrant Shares and the Broker Warrant Shares have been conditionally approved for listing and posting for trading on the Exchange, subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the Exchange;
- (xx) the statements and opinions concerning tax matters set forth in the Prospectus Supplement under the heading "Eligibility for Investment", insofar as they purport to describe the provisions of the laws referred to therein, are fair and accurate summaries of the matters discussed therein, subject to the qualifications, assumptions and limitations set out under such headings; and
- (xxi) as to such other matters as the Underwriters' legal counsel may reasonably request prior to the Closing Time;
- (xxii) the Underwriters shall have received favourable legal opinions addressed to the Underwriters, dated the Closing Date, from legal counsel to the Company regarding each Material Subsidiary, such opinions to be in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, with respect to the following matters:
 - (A) as to the Material Subsidiary having been incorporated and existing under its jurisdiction of incorporation;

- (B) as to the Material Subsidiary having all requisite corporate power and capacity to carry on business and to own, lease and operate its properties and assets; and
 - (C) as to the authorized and issued share capital of the Material Subsidiary and the registered holders of the outstanding capital;
- (f) if any Offered Securities are offered and sold to U.S. Purchasers pursuant to Schedule "A" attached hereto, the Underwriters shall have received a favourable legal opinion addressed to the Underwriters, dated the Closing Date, from Carter Ledyard & Milburn LLP, special United States counsel to the Company, such opinion to be subject to standard qualifications and assumptions and in form satisfactory to the Underwriters and their counsel, acting reasonably, to the effect that no registration of the Offered Securities offered and sold to U.S. Purchasers will be required under the U.S. Securities Act, provided that the offer and sale of the Offered Securities to U.S. Purchasers is made in accordance with Schedule "A" attached hereto; provided that it being understood that no opinion is expressed as to any subsequent resale of any of the Offered Securities or securities comprising the Offered Securities;
 - (g) the Underwriters shall have received favourable legal opinions addressed to the Underwriters, dated the Closing Date, from title counsel to the Company, such opinions to be subject to standard qualifications and assumptions and in form satisfactory to the Underwriters and their counsel, acting reasonably, as to title to the mineral concessions and claims comprising the Properties;
 - (h) the Underwriters shall have received from the Company's Auditors a letter, dated as of the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 4(a)(iii);
 - (i) the Underwriters shall have received executed copies of all the lock-up agreements requested by the Underwriters pursuant to Section 6(l) in form and substance satisfactory to the Underwriters, acting reasonably;
 - (j) the Underwriters shall have received a certificate of good standing or similar certificate with respect to the jurisdiction in which each of the Company and the Material Subsidiaries is incorporated;
 - (k) the Underwriters shall have received certificates or lists, issued under applicable Securities Laws of each of the provinces and territories in which the Company is a "reporting issuer" stating or evidencing that the Company is not in default under such applicable Securities Laws;
 - (l) the Underwriters shall have received a certificate from the transfer agent and registrar of the Company as to the issued and outstanding Common Shares as at the close of business on the Business Day prior to the Closing Date; and
 - (m) the Underwriters shall have received such other documents as the Underwriters or their counsel may reasonably request prior to the Closing Time.

10. Closing of the Over-Allotment Option. The Underwriters' several, and not joint, nor joint and several, obligation to purchase any Additional Securities on the Option Closing Date (in the event that the Over-Allotment Option is exercised by the Underwriters) shall be subject to the accuracy of the representations and warranties of the Company contained in this Agreement as of the Option Closing Date and the performance by the Company of its obligations under this Agreement. The Company agrees to fulfil or cause to be fulfilled the following conditions:

- (a) the Underwriters shall have received a favourable legal opinion dated the Option Closing Date, in form and substance satisfactory to counsel to the Underwriters, addressed to the Underwriters from MLT Aikins LLP, counsel to the Company;
- (b) the Underwriters shall have received a letter dated as of the Option Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Company from the Company's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to Section 4(a)(iii) with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Option Closing Date, which changes shall be acceptable to the Underwriters, acting reasonably;
- (c) the Underwriters shall have received a certificate dated as of the Option Closing Date, addressed to the Underwriters and signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers of the Company as the Underwriters may agree, with respect to the constating documents of the Company, all resolutions of the board of directors of the Company relating to the Transaction Documents and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers of the Company and such other matters as the Underwriters may reasonably request;
- (d) the Underwriters shall have received a certificate dated as of the Option Closing Date, addressed to the Underwriters and signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers of the Company as the Underwriters may agree, substantially in the form set out in Section 9(a); and
- (e) the Underwriters shall have received such other certificates, agreements, materials or documents as they may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Securities issuable on the Option Closing Date and the Broker Warrants and other matters related to the issuance of the Additional Securities.

11. Rights of Termination.

Each Underwriter shall be entitled, in its sole option, to terminate and cancel, without any liability on the part of the Underwriter or on the part of the Purchasers, all of its obligations (and those of any Purchasers arranged by it) under this Agreement, by written notice to that effect given to the Company at or prior to the Closing Time, if at any time prior to the Closing:

- (a) there shall be any material change or change in a material fact, or there should be discovered any previously undisclosed material fact required to be disclosed in the Prospectus Supplement, or any amendment thereto, in each case which, in the opinion of the Underwriter, acting reasonably and in good faith, has or would reasonably be expected to have a material adverse effect on the market price or value of the Offered Securities; or
- (b) (i) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, pandemic, plague or accident) or major financial occurrence of national or international consequence only to the extent that there are material adverse developments related thereto after October 1, 2025, or a new or change in any law or regulation which materially adversely affects or would reasonably be expected to materially adversely affect the financial markets or the business, operations or affairs of the Company or the market price or value of the securities of the Company; (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or credibly threatened in relation to the Company or any one of the officers or directors of the Company where a material wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without

limitation the Exchange or securities commission which involves a finding of wrong-doing that materially adversely affects or would reasonably be expected to materially adversely affect the business, operations or affairs of the Company or the market price or value of the securities of the Company; (iii) any order, action or proceeding which ceases trades or otherwise operates to prevent or restrict the trading of the Common Shares, the Offered Securities or any other securities of the Company is made or threatened by a securities regulatory authority; or

- (c) the Company is in breach of any material term, condition or covenant of this Agreement that cannot be cured prior to the Closing Date or any material representation or warranty given by the Company in this Agreement becomes or is false and cannot be cured prior to the Closing Date.
- (d) **Exercise of Termination Rights.** The rights of termination contained in Sections 11(a), (b), and (c) may be exercised by each Underwriter and are in addition to any other rights or remedies the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by an Underwriter, there shall be no further liability on the part of the Underwriter to the Company or on the part of the Company to the Underwriter except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions of the Company prior to such termination and in respect of Sections 12, 14, 22, 24 and 25. A notice of termination given by one Underwriter under this Section 11 shall not be binding upon the other Underwriters.

12. Expenses. Whether or not the Offering is completed, the Company will pay: (i) all reasonable and documented expenses of the Underwriters (other than the legal expenses of the Underwriters described in clause (ii) below) incurred in connection with the creation, issue, sale or distribution of the Offered Securities and the filing of the Prospectus Supplement, and (ii) all other costs and expenses incurred in connection with the preparation of documentation relating to the Offering, including the reasonable legal fees of legal counsel for the Underwriters (to a maximum of \$150,000 plus applicable taxes and disbursements in respect of Canadian counsel to the Underwriters, with such maximum also including the legal fees of Mexican counsel to the Underwriters). At the option of the Underwriters, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Company on the Closing Date.

13. Survival of Representations and Warranties. All representations and warranties of the Company herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Underwriters, shall continue in full force and effect for the benefit of the Underwriters for a period of two years following the Closing Date. For certainty, the provisions contained in this Agreement in any way related to the indemnification of the Underwriters by the Company or the contribution obligations of the Underwriters or those of the Company shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by law.

14. Indemnity and Contribution.

- (a) The Company covenants and agrees to indemnify and save harmless each of the Underwriters and their respective directors, officers, employees, shareholders and agents (collectively, the "**Indemnified Parties**"), against all losses (other than loss of profits), claims, damages, liabilities, costs or expenses, whether joint or several, caused or incurred by reason of or in connection with the transactions contemplated under this Agreement including, without limitation, the following:
 - (i) any information or statement (except the Underwriter Information) contained in the Base Shelf Prospectus, the Prospectus Supplement, any Supplementary Material thereto required to be filed, or documents incorporated by reference therein, which at the time and in light of the circumstances under which it was made contains or is alleged to contain a

misrepresentation or any omission or any alleged omission to state therein any material fact or information (except the Underwriter Information) required to be stated therein or necessary to make any of the statements therein not misleading in light of the circumstances in which they are made;

- (ii) the omission or alleged omission to state in any certificate of the Company or of any officers of the Company delivered in connection with the Offering any material fact (except the Underwriter Information) required to be stated therein where such omission or alleged omission constitutes or is alleged to constitute a misrepresentation;
- (iii) any order made or any inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority, stock exchange or by any other competent authority, based upon any misrepresentation or alleged misrepresentation (except a misrepresentation related solely to the Underwriter Information) in the Base Shelf Prospectus, the Prospectus Supplement, any Supplementary Material thereto required to be filed, or documents incorporated by reference therein (except any document or material delivered or filed solely by the Underwriters) based upon any failure or alleged failure to comply with Canadian Securities Laws or U.S. Securities Laws (other than any failure or alleged failure to comply by the Underwriters) preventing or restricting the trading in or the sale of the Common Shares;
- (iv) the non-compliance or alleged non-compliance by the Company with any material requirement of applicable Securities Laws, including the Company's non-compliance with any statutory requirement to make any document available for inspection; or
- (v) any material breach of any representation, warranty or covenant of the Company contained in this Agreement or the failure of the Company to comply with any of its obligations under this Agreement,

and will reimburse the Indemnified Parties promptly upon demand for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such losses, claims, damages, liabilities or actions in respect thereof, as incurred.

- (b) The foregoing indemnity shall cease to apply if and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such losses to which the Indemnified Party may be subject were primarily caused by the negligence, wilful misconduct, or fraudulent act of the Indemnified Party.
- (c) The Company shall not, without the prior written consent of the Underwriters, which shall not be unreasonably withheld, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not the Underwriters or any of the Indemnified Parties are a party to such claim, action, suit or proceeding), unless such settlement, compromise or consent includes an unconditional release of the Underwriters and each of the Indemnified Parties from all liability arising out of such claim, action, suit or proceeding.
- (d) Notwithstanding the foregoing, the Indemnified Party shall not be liable for the settlement of any claim or action in respect of which indemnity may be sought hereunder effected without its written consent, which consent shall not be unreasonably withheld.
- (e) If any action or claim shall be asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party will notify the Company as soon as possible and in any event on a timely basis, of the nature of such claim, and the Company shall be entitled (but not required) to assume the defence of any suit

brought to enforce such claim; provided, however, that the defence shall be through legal counsel acceptable to the Indemnified Party, acting reasonably.

- (f) In any such claim, the Indemnified Party shall have the right to retain other counsel to act on the Indemnified Party's behalf, provided that the reasonable and customary fees and disbursements of such other counsel shall be paid by the Indemnified Party, unless (i) the Company and the Indemnified Party mutually agree to retain such other counsel, or (ii) the Company shall not have assumed the defence of the suit brought to enforce such claim within a reasonable period of time, or (iii) the named parties to any such claim (including any third or implicated party) include both the Indemnified Party, on the one hand, and the Company, on the other hand, and the representation of the Company and the Indemnified Party by the same counsel would be inappropriate due to actual or potential conflicting interests, in which event such fees and disbursements shall be paid by the Company to the extent that they have been reasonably incurred, provided that the Company shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties.
- (g) If for any reason (other than the occurrence of any of the events itemized in Section 14(b) above), the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold any Indemnified Party harmless, then the Company shall contribute to the amount paid or payable by any Indemnified Party as a result of such loss, claim, action, damage, liability, cost or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Indemnified Party on the other hand but also the relative fault of the Company and the Indemnified Party, as well as any relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by the Indemnified Party as a result of such loss, claim, action, damage, liability, cost or expense and any excess of such amount over the amount of the fees received by the Underwriter pursuant to this Agreement.
- (h) The indemnity and contribution obligations of the Company under this Section 14 shall be in addition to, and not in substitution for, any liability which the Company may otherwise have at law or in equity, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and the Indemnified Parties. This Section 14 shall survive the completion of the professional services rendered under this Agreement or any termination of this Agreement, subject only to the applicable limitation period prescribed by law.
- (i) With respect to any person who may be indemnified by this Section 14 and is not a party to this Agreement, the rights and benefits of this Section 14 are hereby granted to such person and the Underwriters are hereby appointed as trustees of such rights and benefits for such person, and the Underwriters hereby accept such trust and agree to hold such rights and benefits for and on behalf of such person.

15. Obligations of the Underwriters.

- (a) Subject to the terms and conditions of this Agreement, the obligations of the Underwriters hereunder shall be several, and not joint, nor joint and several. The purchase of the Offered Securities by the Underwriters in connection with the Offering shall be as to the following percentages:

Canaccord Genuity Corp.	50.0%
Red Cloud Securities Inc.	50.0%
	100.0%

- (b) In the event that an Underwriter shall at the Closing Time or the Option Closing Time, as applicable, fail to purchase its percentage of the Offered Securities as provided in Section 15(a) (a

"**Non-Purchasing Underwriter**"), whether upon the exercise of any termination rights or otherwise, the other Underwriter shall have the right, but shall not be obligated, to purchase all of the Offered Securities which would otherwise have been purchased by the Non-Purchasing Underwriter. In the event that the continuing Underwriter purchases additional Offered Securities pursuant to this Section 15(b) than they otherwise would have pursuant to this Agreement, the continuing Underwriter shall have the right to postpone the Closing Time or the Option Closing Time, as applicable, for such period not exceeding five Business Days as it shall determine and notify the Company in order for required changes, if any, to the Offering Documents or to any other documents or arrangements that may be effected. Nothing in this Section 15(b) shall oblige the Company to sell to the Underwriters less than all of the Initial Units or, in the event of the exercise of the Over-Allotment Option in whole or in part, the Additional Securities in respect of which the Over-Allotment Option has been exercised, or relieve from liability to the Company any Underwriter which shall be in default of its obligations under this Agreement.

- (c) No action taken pursuant to this Section 15 shall relieve any defaulting Underwriter from liability in respect of its default to the Company or to any non-defaulting Underwriter.
- (d) Nothing in this Agreement shall oblige any U.S. Placement Agent appointed by the Underwriters to purchase any Offered Securities. Any U.S. Placement Agent who makes any offers or sales of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons will do so solely as an agent for an Underwriter.
- (e) Without affecting the agreement of the Underwriters to purchase from the Company in aggregate 87,000,000 Initial Units at the Offering Price in accordance with this Agreement (assuming due satisfaction of the terms and conditions contained in this Agreement), after the Underwriters have made reasonable efforts to sell all of the Initial Units at the Offering Price, the price payable by the Purchasers may be decreased by the Underwriters and further changed from time to time to an amount not greater than the Offering Price in compliance with applicable Canadian Securities Laws. In such case, the Commission realized by the Underwriters will be decreased by the amount that the aggregate price paid by the Purchasers for the Offered Securities is less than the gross proceeds to be paid by the Underwriters to the Company for the Offered Securities and such reduced-price sales will not reduce or otherwise affect the net proceeds to be received by the Company under the Offering.

16. Advertisements. The Company acknowledges that the Underwriters shall have the right, at their own expense, to place such advertisement or advertisements relating to the sale of the Offered Securities contemplated herein as the Underwriters may consider desirable or appropriate and as may be permitted by applicable law. The Company and the Underwriters agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration requirements of applicable Securities Laws in any jurisdiction (other than the Qualifying Jurisdictions) in which the Offered Securities shall be offered or sold being unavailable in respect of the sale of the Offered Securities to potential Purchasers.

17. Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

- (a) If to the Company, to:

Guanajuato Silver Company Ltd.
578-999 Canada Place
Vancouver, British Columbia
V6C 3E1

Attention: James Anderson, Chairman and CEO
E-mail: notices@gsilver.com

(b) If to the Underwriters, to Canaccord (on behalf of the Underwriters):

Canaccord Genuity Corp.
40 Temperance Street, Suite 2100
Toronto, Ontario
M5H 0B4

Attention: Earle McMaster
Email: emcmaster@cgf.com

with a copy (for information purposes only and not constituting notice) to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario
M5X 1A4

Attention: James Clare / Benjamin Gal
Email: clarej@bennettjones.com / galb@bennettjones.com

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by electronic transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered, and (ii) a notice which is sent by electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

18. Time of the Essence. Time shall, in all respects, be of the essence hereof.

19. Canadian Dollars. Except as otherwise noted, all references herein to dollar amounts are to lawful money of Canada.

20. Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

21. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and *vice versa*, and words importing gender shall include the masculine, feminine and neuter genders.

22. Entire Agreement. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings with respect to the subject matter hereof, including for greater certainty the Engagement Letter.

23. Amendments. This Agreement may be amended or modified in any respect by written instrument only executed by all parties hereto.

24. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

26. Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of the Company and the Underwriters and their respective successors and permitted assigns; provided that, except as provided herein, this Agreement shall not be assignable by any party without the written consent of the others.

27. Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

28. Market Stabilization Activities. In connection with the distribution of the Offered Securities, the Underwriters may over-allot or effect transactions which are intended to stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Canadian Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

29. No Fiduciary Duty. The Company hereby acknowledges that the Underwriters are acting solely as underwriters in connection with the offer and sale of the Company's securities contemplated hereby. The Company further acknowledges that the Underwriters are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Underwriters act or be responsible as a fiduciary to the Company, its management, shareholders or creditors or any other person in connection with any activity that the Underwriters undertake or have undertaken in furtherance of such offer and sale of the Company's securities, either before or after the date hereof. The Underwriters hereby expressly disclaim any fiduciary or similar obligation to the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect. The Company and the Underwriters agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Underwriters to the Company regarding such transaction, including, but not limited to, any opinions or views with respect to the price or market for the Company's securities, do not constitute advice or recommendations to the Company. The Company and the Underwriters agree that the Underwriters are acting as underwriters and not as a fiduciary of the Company and no Underwriter has assumed, and no Underwriter will assume, any advisory responsibility in favour of the Company with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Underwriter has advised or is currently advising the Company on other matters). The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriters with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Company in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

30. Business of the Underwriters. The Company acknowledges that the Underwriters and certain of their Affiliates: (i) act as traders of, and dealers in, securities both as principal and on behalf of their clients and, as such, may have had, and may in the future have, long or short positions in the securities of the Company or related entities and, from time to time, may have executed or may execute transactions on behalf of such persons; (ii) may provide research or investment advice or portfolio management services to clients on investment matters, including the Company; (iii) may participate in securities transactions on a proprietary basis, including transactions in the Offering or other securities of the Company or related entities; and (iv) nothing in this Agreement shall restrict its ability to conduct business in the ordinary course and in compliance with applicable laws.

31. Authorization. All steps which must or may be taken by the Underwriters in connection with the Closing, with the exception of the matters relating to: (i) termination of obligations; (ii) waiver and extension; and (iii) indemnification, contribution and settlement, may be taken by Canaccord, on behalf of the other Underwriters. The execution of this Agreement by the other Underwriters and by the Company shall constitute the Company's authority and obligation for accepting notification of any such steps from, and for delivering the Offered Securities in certificated or electronic form to or to the order of, Canaccord. Canaccord shall consult with the other Underwriter with respect to all notices, waivers, extensions or other communications to or with the Company. The rights and obligations of the Underwriters under this Agreement shall be several and not joint nor joint and several.

32. Effective Date. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

33. Schedule. The following schedule is attached to this Agreement, which schedule is deemed to be incorporated into and form part of this Agreement:

Schedule "A" – "Compliance with United States Securities Laws"

34. Language. The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressment demandées que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

35. Counterparts. This Agreement may be executed in any number of counterparts and by original or electronic signature and in PDF or similar electronic copy (including DocuSign), each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

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

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

Yours very truly,

CANACCORD GENUITY CORP.

Per: (Signed) EARLE MCMASTER
Name: Earle McMaster
Title: Managing Director, Investment Banking

RED CLOUD SECURITIES INC.

Per: (Signed) BRUCE TATTERS
Name: Bruce Tatters
Title: Chief Executive Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 3rd day of October 2025.

GUANAJUATO SILVER COMPANY LTD.

Per: (Signed) James Anderson
Name: James Anderson
Title: Chairman and Chief Executive Officer

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule "A" to the Underwriting Agreement dated October 3, 2025 between Guanajuato Silver Company Ltd. and the Underwriters (the "Underwriting Agreement").

Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule "A" is annexed.

The following terms shall have the meanings indicated:

- (a) **"Directed Selling Efforts"** means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities;
- (b) **"Foreign Issuer"** means "foreign issuer" as defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means any issuer which is (i) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (ii) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (a) the majority of the executive officers or a majority of the directors are United States citizens or residents, (b) more than 50 percent of the assets of the issuer are located in the United States, or (c) the business of the issuer is administered principally in the United States;
- (c) **"General Solicitation"** and **"General Advertising"** means "general solicitation" or "general advertising", as those terms are used under Rule 502(c) of Regulation D. Without limiting the foregoing, but for greater clarity in this Schedule "A", general solicitation or general advertising includes, but is not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (d) **"Offshore Transaction"** means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;
- (e) **"Securities"** means the Offered Securities, the Unit Shares, the Warrants and the Warrant Shares; and
- (f) **"Substantial U.S. Market Interest"** means substantial U.S. market interest as that term is defined in Rule 902(j) of Regulation S.

Representations, Warranties and Covenants of the Underwriters

The Underwriters acknowledge that the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Securities may not be offered or sold to, or for the account or benefit of, a U.S. Person or a person in the United States, except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

Each of the Underwriters on behalf of themselves and the U.S. Placement Agent appointed by it, if applicable, represents, warrants, covenants and agrees to and with the Company severally, and not jointly, nor jointly and severally, that:

1. It has not offered or sold, and will not offer or sell, at any time any Securities except (a) in Offshore Transactions in compliance with Rule 903 of Regulation S, or (b) in the case of the Underwriter and the U.S. Placement Agent, appointed by it, if any, to Qualified Institutional Buyers in accordance with Rule 144A and similar exemptions under applicable laws of any state of the United States as provided herein. Accordingly, none of the Underwriter, its Affiliates (including the U.S. Placement Agent, if applicable) or any person acting on any of their behalf, has made or will make (except as permitted in this Schedule "A"): (i) any offer to sell, or any solicitation of an offer to buy, any Securities to, or for the account of, a U.S. Person or a person in the United States, (ii) any sale of Securities to any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was not, and not acting for the account or benefit of, a U.S. Person or a person in the United States, or the Underwriter, its Affiliates (including the U.S. Placement Agent, if applicable) or any person acting on any of their behalf, reasonably believed that such Purchaser was not, and was not acting for the account or benefit of, a U.S. Person or a person in the United States, or (iii) any Directed Selling Efforts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Securities except with the U.S. Placement Agent appointed by it, any Selling Firm or with the prior written consent of the Company. The Underwriter shall cause such U.S. Placement Agent to agree, and each Selling Firm to agree, for the benefit of the Company, to comply with the same provisions of this Schedule "A" as apply to the Underwriter as if such provisions applied to such U.S. Placement Agent and such Selling Firm.

3. The Underwriter represents and warrants that all offers and sales of Securities that have been or will be made by it to, or for the account or benefit of, a person in the United States or a U.S. Person, have or will be made through the U.S. Placement Agent appointed by it and in compliance with all applicable U.S. federal and state broker-dealer requirements and in compliance with all applicable U.S. federal and state requirements relating to the registration and conduct of brokers and dealers. Such U.S. Placement Agent that makes offers and sales to, or for the account or benefit of, a person in the United States or a U.S. Person, is on the date hereof, and will be on the date of each such offer and sale, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements), and a member in good standing with the Financial Industry Regulatory Authority, Inc.

4. None of the Underwriter, its Affiliates (including the U.S. Placement Agent, if applicable), or any person acting on any of their behalf has utilized, and none of such persons will utilize, any form of General Solicitation or General Advertising in connection with the offer and sale of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, or has offered or will offer any Securities in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

5. Immediately prior to soliciting any offeree that was, or was acting for the account or benefit of, a person in the United States or a U.S. Person, the Underwriter, its Affiliates (including the U.S. Placement Agent, if applicable), and any person acting on any of their behalf had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer, and at the time of completion of each sale to a U.S. Purchaser, the Underwriter, its Affiliates (including the U.S. Placement Agent, if applicable), and any person acting on any of their behalf will have reasonable grounds to believe and will believe, that each such U.S. Purchaser is a Qualified Institutional Buyer.

6. All potential U.S. Purchasers of the Securities solicited by it shall be informed that the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that the Securities are being offered and sold to such U.S. Purchasers that are Qualified Institutional Buyers in reliance on the exemption from the registration requirement of the U.S. Securities Act provided by Rule 144A and in compliance with similar exemptions under applicable U.S. state securities laws. All U.S. Purchasers of the Securities purchasing pursuant to Rule 144A shall purchase such Securities from the Underwriter or the U.S. Placement Agent acting as principal.

7. It agrees to deliver, through the U.S. Placement Agent, to each person that is, or is acting for the account or benefit of, a U.S. Person or a person in the United States to whom it offers to sell or from whom it solicits any offer to buy the Securities, the U.S. Private Placement Memorandum, including the Prospectus. No other written material will be used in connection with the offer or sale of the Securities to, or for the account or benefit of, a U.S. Person or a person in the United States.

8. Prior to completion of any sale of Securities to, or for the account or benefit of, a U.S. Person or a person in the United States, each such U.S. Purchaser thereof will be required to provide to the Underwriter or the U.S. Placement Agent an executed Qualified Institutional Buyer Letter. The Underwriter shall provide the Company with copies of all such completed and executed Qualified Institutional Buyer Letters for acceptance by the Company.

9. At least two Business Days prior to the Closing Date or any Option Closing Date, it will provide the Company with a list of all U.S. Purchasers.

10. On the Closing Date and any Option Closing Date, the Underwriter will, together with the U.S. Placement Agent appointed by it, if applicable, provide a certificate, substantially in the form of Annex I to this Schedule "A", relating to the manner of the offer and sale of the Securities to, or for the account or benefit of, U.S. Persons and persons in the United States. Failure to deliver such a certificate shall constitute a representation by such Underwriter and such U.S. Placement Agent, if applicable, that neither it nor anyone acting on its behalf has offered or sold Securities to, or for the account or benefit of, U.S. Persons and persons in the United States.

11. Offers to sell and solicitations of offers to buy the Offered Securities in the United States shall be made pursuant to and in accordance with exemptions from the registration or qualification requirements of all applicable state securities ("blue sky") laws.

12. It acknowledges that until 40 days after the closing of the offering of the Offered Securities, an offer or sale of the Securities within the United States by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees as at the date hereof and as at the Closing Date that:

1. The Company is, and at the Closing Date and any Option Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest in the Securities or the Common Shares.
2. The Company is not, and following the application of the proceeds from the sale of the Securities will not be, registered or required to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended.
3. The offering of the Securities to, or for the account or benefit of, a U.S. Person or a person in the United States by the U.S. Placement Agent(s) is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
4. Except with respect to offers and sales in accordance with this Agreement (including this Schedule "A") to, or for the account or benefit of, persons in the United States or U.S. Persons that are Qualified Institutional Buyers in reliance upon the exemption from registration available under Rule 144A, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Underwriters, the U.S. Placement Agent(s), their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (a) any offer to sell, or any solicitation of an offer to buy, any Securities to, or for the account or benefit of, a U.S. Person or a person in the United States; or (b) any sale of Securities unless, at the time the buy order was or will have been originated, (i) the Purchaser was not, and was not acting for the account or benefit of, a U.S. Person or a person in the United States or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser was not, and was not acting for the account or benefit of, a U.S. Person or a person in the United States.
5. During the period in which Securities are offered for sale, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Underwriters, the U.S. Placement Agent(s), their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has engaged in or will engage in any Directed Selling Efforts or has taken or will take any action that would cause the exemptions afforded by Rule 144A, or the exclusion from registration afforded by Rule 903 of Regulation S, to be unavailable for offers and sales of Securities in accordance with the Underwriting Agreement, including this Schedule "A".
6. None of the Company, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Placement Agent(s), their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has utilized, and none of such persons will utilize, any form of General Solicitation or General Advertising in connection with the offer and sale of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, or has offered or will offer any Securities in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.
7. None of the Company, any of its affiliates or any persons acting on any of their behalf (other than the Underwriters, the U.S. Placement Agents, their respective affiliates, or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or sold, or will offer or sell, any of the Securities (i) to, or for the account or benefit of, a U.S. Person or a person in the United States, except for offers and sales made through the Underwriters and the U.S. Placement Agents, in reliance on the exemptions from registration under the U.S. Securities Act provided by Rule 144A; or (ii) in Offshore Transactions in accordance with Rule 903 of Regulation S.

8. The Securities are not, and as of the Closing Time and the Option Closing Time will not be, and no securities of the same class as any of the Securities are or will be, (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in an “automated inter dealer quotation system”, as such term is used in paragraph (d)(3) of Rule 144A; or (iii) convertible or exchangeable at an effective conversion premium or effective exercise premium (calculated as specified in paragraph (a)(6) or (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted.

9. For so long as any Securities which have been sold in the United States in reliance upon the exemption provided by Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and may not be resold pursuant to Rule 144(b)(1) thereunder, and if the Company is neither (i) subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act, nor (ii) exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Company will furnish to any holder of the Securities which have been sold in reliance upon Rule 144A and any prospective purchaser thereto designated by such holder in the United States, upon request of such holder or prospective purchaser, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Securities to effect resales under Rule 144A).

10. For each tax year that the Company qualifies as a “passive foreign investment company” (a “PFIC”), upon receipt of a written request from a Purchaser in the United States or who is a U.S. Person, the Company shall make a determination if the Company is a PFIC within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"), during any calendar year following the purchase of the Offered Securities by such Purchaser, and if the Company determines that it is a PFIC during such year, the Company will provide to such Purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Company as a "qualified electing fund" for the purposes of the Code.

General

Each of the Underwriters (and their U.S. Placement Agents) on the one hand and the Company on the other hand understand and acknowledge that the other parties hereto will rely on the truth and accuracy of the representations, warranties, covenants and agreements contained herein.

ANNEX I TO SCHEDULE "A"

UNDERWRITER'S CERTIFICATE

In connection with the private placement to, or for the account or benefit of, a U.S. Person or a person in the United States of Securities of the Company pursuant to the Underwriting Agreement, the undersigned Underwriter and its U.S. Placement Agent, do hereby certify as follows:

- (a) the Securities have been offered and sold by us to, or for the account or benefit of, a U.S. Person or a person in the United States only by the U.S. Placement Agent which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act, and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was and is a member in good standing with the Financial Industry Regulatory Authority, Inc.;
- (b) immediately prior to transmitting the U.S. Private Placement Memorandum to offerees that are, or are acting or for the account or benefit of, a U.S. Person or a person in the United States, we had reasonable grounds to believe and did believe that each such person was a Qualified Institutional Buyer, and we continue to believe that each U.S. Purchaser of Securities that we have arranged is a Qualified Institutional Buyer on the date hereof;
- (c) all offers and sales of the Securities by us to, or for the account or benefit of, a U.S. Person or a person in the United States have been effected in accordance with all applicable U.S. federal and state securities law, including laws and regulations governing the registration and conduct of brokers and dealers;
- (d) no form of General Solicitation or General Advertising was used by us, nor did we engage in any conduct involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act, in connection with the offer or sale of the Securities to, or for the account or benefit of, U.S. Persons or persons in the United States;
- (e) prior to any sale of Securities to, or for the account or benefit of, a U.S. Person or a person in the United States, each such U.S. Purchaser thereof that is purchasing Securities provided an executed Qualified Institutional Buyer Letter, and we provided the Company with copies of all such completed and executed Qualified Institutional Buyer Letters for acceptance by the Company;
- (f) prior to the purchase of any Securities to, or for the account or benefit of, U.S. Persons and persons in the United States, each such offeree and U.S. Purchaser was provided with a copy of the U.S. Private Placement Memorandum, and no other written material, other than the U.S. Private Placement Memorandum and any Supplementary Material approved by the Company for use in presentations to prospective Purchasers, was used by us in connection with the offering of the Securities to, or for the account or benefit of, U.S. Persons or persons in the United States;
- (g) all U.S. Purchasers have been informed that the Securities have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such U.S. Purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws; and
- (h) the offering of the Securities has been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" attached thereto.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule "A" attached thereto) unless defined herein.

[Remainder of page intentionally left blank. Signature page follows.]

DATED as of this _____ day of _____, 2025.

[NAME OF UNDERWRITER]

**[NAME OF U.S. PLACEMENT
AGENT]**

By:

By:

Authorized Signing Officer

Authorized Signing Officer

SCHEDULE "B"

COMPANY SUBSIDIARIES

Subsidiary Name	Ownership %
<u>Canada</u>	
Gato Chico Investments Ltd.	100%
1352168 B.C. Ltd.	100%
142579 B.C. Ltd	100%
<u>Mexico</u>	
Obras Mineras El Pinguico S.A. de C.V. ⁽¹⁾	100%
Minera Mexicana El Rosaria S.A. de C.V. ⁽²⁾	100%
CanMex Silver S.A. de C.V.	100%
Compania Minera Nivel Siete S.A. de C.V.	100%
<u>USA</u>	
Colorado Silver Mines (US) Corp.	100%

- (1) Pursuant to the terms of the 2025 OP Gold Loan, the Company has agreed to pledge all of its shares of MMR and OMPSA to Oceans Partners as security for the Company's debt obligations to Ocean Partners thereunder.

SCHEDULE "C"

CONVERTIBLE SECURITIES

Convertible Security	Number	Expiry	Exercise Price
Stock Options	4,750,000	March 24, 2026	\$0.51
	400,000	September 8, 2026	\$0.49
	150,000	October 12, 2026	\$0.41
	25,000	November 5, 2026	\$0.53
	500,000	March 22, 2027	\$0.64
	200,000	April 4, 2027	\$0.61
	2,795,000	July 18, 2027	\$0.33
	2,290,000	April 19, 2028	\$0.58
	750,000	November 29, 2028	\$0.35
	500,000	January 3, 2029	\$0.26
	1,308,334	February 15, 2029	\$0.20
	2,991,666	March 15, 2029	\$0.20
	300,000	April 25, 2029	\$0.22
	566,667	September 3, 2029	\$0.25
	6,853,333	April 28, 2030	\$0.20
	200,000	July 28, 2030	\$0.32
	2,200,000	July 29, 2030	\$0.32
	450,000	September 9, 2030	\$0.395
	<hr/> 27,230,000		
Warrants	46,471,062	May 9, 2026	\$0.30
	20,007,520	October 29, 2026	\$0.34
	30,000,000	August 21, 2028	\$0.45
	2,186,404	August 21, 2028	\$0.30
	<hr/> 98,664,986		
RSUs	1,245,000		
	1,245,000		