

UNDERWRITING AGREEMENT

December 17, 2025

Capitan Silver Corp.
550 – 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Mr. Alberto Orozco, Chief Executive Officer

Dear Sir:

Stifel Nicolaus Canada Inc., as lead underwriter and sole bookrunner (“**Stifel**”), along with TD Securities Inc., BMO Nesbitt Burns Inc. and Canaccord Genuity Corp. (collectively, the “**Underwriters**” and each individually, an “**Underwriter**”), upon and subject to the terms and conditions set out below, hereby severally, and not jointly, nor jointly and severally, in their respective percentages set out in Section 14 below, offer to purchase from Capitan Silver Corp. (the “**Corporation**”), and the Corporation hereby agrees to issue and sell to the Underwriters, 9,855,000 common shares (“**Purchased Shares**”) of the Corporation, on a “bought deal” private placement basis, at a price of \$2.03 per Purchased Share (the “**Offer Price**”) for aggregate gross proceeds of \$20,005,650, pursuant to the exemption from the prospectus requirement set out in Part 5A of NI 45-106 (as defined below), as amended by Coordinated Blanket Order 45-935 – *Exemptions from Certain Conditions of the Listed Issuer Financing Exemption* (collectively, the “**LIFE Exemption**”), as further described in the amended and restated offering document of the Corporation on Form 45-106F19 dated December 8, 2025 (the “**LIFE Offering Document**”).

The Corporation hereby grants to the Underwriters an option (the “**Underwriters’ Option**”) to purchase up to an additional 1,478,250 common shares of the Corporation (the “**Underwriters’ Option Shares**”) at the Offer Price for additional gross proceeds of up to \$3,000,847.50. The Underwriters’ Option shall be exercisable by the Underwriters, in whole or in part, at any time up to 48 hours prior to the Closing Date (as defined below) by giving written notice to the Corporation. Pursuant to such notice, the Underwriters shall purchase, in their respective percentages set out in Section 14, and the Corporation shall deliver and sell, the number of Underwriters’ Option Shares indicated in such notice in accordance with this Underwriting Agreement (as defined below).

The Corporation shall have the right to include a president’s list of subscribers to purchase up to 817,666 Offered Shares at the Offer Price for gross proceeds of up to \$1,659,861.98 under the Offering (the “**President’s List**”). The Corporation has included certain purchasers of Common Shares, as identified by the Corporation, on the President’s List who will settle directly with the Corporation (the “**Direct Settlers**”). The Corporation acknowledges and agrees that the Underwriters shall not be required to conduct a suitability review in respect of sales to Direct Settlers or investors on the President’s List, and the Corporation shall indemnify and save harmless the Underwriters from any and all losses or expenses relating to sales to Direct Settlers. Each Direct Settler shall purchase the Purchased Shares at the Offer Price directly from the Corporation and complete a subscriber questionnaire addressed to the Corporation.

The Purchased Shares and the Underwriters' Option Shares are collectively referred to in this Underwriting Agreement as the "**Offered Shares**" and the offering of the Offered Shares by the Corporation is referred to in this Underwriting Agreement as the "**Offering**".

The Underwriters shall have the right to solicit orders and obtain substituted purchasers (the "**Substituted Purchasers**") in place of the Underwriters in which case (a) the Corporation will sell such Offered Shares to such Substituted Purchasers; and (b) the obligations of the Underwriters to purchase the Offered Shares from the Corporation shall be reduced by the number of Offered Shares purchased by the Substituted Purchasers. It is understood that the Underwriters agree to purchase or cause to be purchased the Offered Shares, and that this commitment is not subject to the Underwriters being able to arrange Substituted Purchasers. Any reference in this Underwriting Agreement hereafter to "Purchasers" shall be taken to be a reference to the Substituted Purchasers, if any, and the Underwriters, as the initial committed Purchaser.

The Offered Shares to be sold under the Offering will be distributed pursuant to the LIFE Exemption and the LIFE Offering Document in the manner contemplated by this Underwriting Agreement. Subject to the terms and conditions hereof, the Underwriters, acting through their U.S. Affiliates (as defined below) in accordance with this Underwriting Agreement, may offer and sell the Offered Shares in the United States and to, or for the account or benefit of, U.S. Persons (as defined herein) that are U.S. Accredited Investors (as defined herein), including U.S. Accredited Investors that are also Qualified Institutional Buyers (as defined herein), in compliance with Rule 506(b) under the U.S. Securities Act; and in compliance with applicable state U.S. Securities Laws and the provisions of Schedule "A" attached hereto. It is understood that the sale of the Offered Shares to the Purchasers may take place only in the Offering Jurisdictions (as defined below).

Subject to applicable law, including Applicable Securities Laws (as defined herein) and the terms of this Underwriting Agreement, the Offered Shares may also be distributed outside of Canada and the United States, in each jurisdiction where they may be lawfully sold by the Underwriters without: (a) giving rise to any requirement under the laws of such jurisdiction to prepare and/or file a prospectus, registration statement or document having similar effect; or (b) creating any ongoing compliance or continuous disclosure obligations for the Corporation pursuant to the laws of such jurisdiction.

The Offered Shares will be distributed to the Underwriters or to the Substituted Purchasers on a private placement basis. To the extent that Substituted Purchasers purchase the Offered Shares, the Underwriters shall not be obligated to purchase the Offered Shares so purchased by such Substituted Purchaser. For greater certainty, to the extent that the Underwriters arranges for Substituted Purchasers to purchase the Offered Shares, and such Offered Shares are so purchased, the Underwriters will be acting as the Corporation's exclusive agent to offer the Offered Shares and to the extent that Substituted Purchasers acquire any of the Offered Shares, the Underwriters shall not be deemed to have acquired (at any time) or have any obligation to acquire any of such Offered Shares, but in respect of which, the Underwriters' Fee (as defined below) shall be payable.

In consideration of the Underwriters' services to be rendered in connection with the Offering and distributing the Offered Shares, directly and through other investment dealers and brokers, the

Corporation agrees to pay the Underwriters' Fee to the Underwriters at the Time of Closing (as defined below).

The following are the terms and conditions of the agreement between the Corporation and the Underwriters:

TERMS AND CONDITIONS

Section 1 Definitions and Interpretation

(1) In this Underwriting Agreement:

“**Act**” means the *Business Corporations Act* (British Columbia);

“**affiliate**” means an affiliated entity for purposes of the *Securities Act* (British Columbia);

“**Applicable Securities Laws**” means, as applicable, the securities Laws, regulations, rules, rulings and orders in each of the Offering Jurisdictions, and the applicable published policy statements, notices, blanket rulings, orders and all other regulatory instruments (including national and multilateral instruments) of the Securities Regulators in each of the Offering Jurisdictions and the applicable rules and policies of the TSX-V;

“**Auditors**” means Davidson & Company LLP;

“**Books and Records**” means books, ledgers, files, minute books, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, tax returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to the Corporation by the Corporation;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal offices of Canadian Schedule I banks located in the City of Toronto, Ontario or the City of Vancouver, British Columbia are not open for business;

“**Canadian Securities Laws**” means, collectively, all applicable securities Laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the Securities Commissions;

“**CFPOA**” has the meaning given to that term in Section 6(rrr);

“**Closing Date**” means December 17, 2025 or any earlier or later date as may be agreed to by the Corporation and Stifel, on behalf of the Underwriters;

“**Common Shares**” means the common shares in the capital of the Corporation;

“**Corporation**” means Capitan Silver Corp., a corporation incorporated and existing under the laws of the Province of British Columbia;

“**Corporation Assets**” has the meaning given to that term in Section 6(qq);

“**Cruz de Plata Project**” means the Cruz de Plata exploration project located in Durango, Mexico, as described in the Disclosure Documents;

“**Cruz de Plata Technical Report**” means the technical report entitled “NI 43-101 Technical Report on the Peñoles Gold-Silver Project, Durango, Mexico” with an effective date of January 12, 2020;

“**Debt Instrument**” means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money other than indebtedness between the Corporation and the Material Subsidiary;

“**Defaulted Shares**” has the meaning given to that term in Section 14(2);

“**Direct Settlers**” has the meaning given to that term in the third paragraph of this Underwriting Agreement;

“**Disclosure Documents**” means all of the public documents filed by or on behalf of the Corporation, or any predecessor entities thereof, on SEDAR+;

“**distribution**” means distribution or distribution to the public, as the case may be, for the purposes of Canadian Securities Laws or any of them;

“**Employee Plans**” has the meaning given to that term in Section 6(ooo);

“**Environmental Laws**” means all applicable federal, provincial, state, municipal and local Laws of any Governmental Authority, including Laws relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substances;

“**Environmental Permits**” means all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws;

“**Financial Statements**” means, collectively, (a) the audited annual consolidated financial statements of the Corporation for the fiscal year ended September 30, 2024, together with comparative annual consolidated financial statements of the Corporation for the fiscal year ended September 30, 2023, including the notes thereto, and (b) the unaudited condensed interim consolidated financial statements of the Corporation for the three and nine months ended June 30, 2025 and 2024, including the notes thereto;

“**Governmental Authority**” means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental, administrative, regulatory or public department, central bank, court, tribunal, ministry, arbitral body, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, board or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any

regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Commissions, the Canadian Investment Regulatory Organization and the TSX-V;

“**IFRS**” means International Financial Reporting Standards;

“**Indemnified Persons**” has the meaning given to that term in Section 12(4);

“**Laws**” means all statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, including, for greater certainty, Canadian Securities Laws and U.S. Securities Laws, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

“**Leased Premises**” has the meaning given to that term in Section 6(kk);

“**Liens**” 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, servitude, right of way, restrictive covenant, right of use 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 such property or assets;

“**LIFE Exemption**” has the meaning given to that term in the first paragraph of this Underwriting Agreement;

“**LIFE Offering Document**” means the amended and restated listed issuer financing exemption offering document of the Corporation dated December 8, 2025 in both the English and French languages, prepared in accordance with Form 45-106F19 – *Listed Issuer Financing Document* and Order 45-935, which can be accessed under the Corporation’s SEDAR+ profile at www.sedarplus.ca and at the Corporation’s website at www.capitansilver.com;

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, operations, capital, results of operations or condition (financial or otherwise) or prospects of the Corporation and the Material Subsidiary, taken as a whole; or (b) the ability of the Corporation to consummate the transactions contemplated by this Underwriting Agreement in respect of the Offering on a timely basis;

“**Material Agreement**” means any contract, commitment, agreement (written or oral), instrument, lease or other document (including option agreements), to which the Corporation or the Material Subsidiary is a party or otherwise bound and which is material to the Corporation and the Material Subsidiary, taken as a whole;

“**material change**” has the meaning given to that term in the *Securities Act* (British Columbia);

“**material fact**” has the meaning given to that term in the *Securities Act* (British Columbia);

“**Material Property**” means the Corporation’s material mineral property, being the Cruz de Plata Project;

“**Material Subsidiary**” means Rios de Suerte S.A. de C.V., being the Corporation’s sole direct subsidiary that is material for the purposes of the Offering;

“**Minera Fresnillo Agreement**” means the definitive agreement between the Material Subsidiary and Minera Fresnillo S.A. de C.V. dated August 21, 2025;

“**misrepresentation**” has the meaning given to that term in the *Securities Act* (British Columbia);

“**Money Laundering Laws**” has the meaning given to that term in Section 6(sss);

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

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

“**Offer Price**” has the meaning given to that term in the first paragraph of this Underwriting Agreement;

“**Offered Shares**” has the meaning given to that term in the fourth paragraph of this Underwriting Agreement;

“**Offering**” has the meaning given to that term in the fourth paragraph of this Underwriting Agreement;

“**Offering Documents**” means, collectively, this Underwriting Agreement, the LIFE Offering Document and the Subscriber Questionnaires;

“**Offering Jurisdictions**” means the Qualifying Jurisdictions, the United States and any other jurisdiction permitted under this Underwriting Agreement;

“**Offering Release**” means, collectively, the news releases of the Corporation dated December 8, 2025, in both the English and French languages, issued and filed on SEDAR+ in accordance with the LIFE Exemption;

“**Order 45-935**” means Coordinated Blanket Order 45-935 – *Exemptions from Certain Conditions of the Listed Issuer Financing Exemption*;

“**Person**” means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

“**Personnel**” has the meaning given to that term under Section 12(1);

“**President’s List**” has the meaning given to that term in the third paragraph of this Underwriting Agreement;

“**Purchased Shares**” has the meaning given to that term in the first paragraph of this Underwriting Agreement;

“**Purchasers**” means the Persons who, as purchasers, purchase Offered Shares pursuant to the Subscriber Questionnaires, and each such purchaser, a “**Purchaser**”;

“**Qualified Institutional Buyer**” means a “qualified institutional buyer” as defined in Rule 144A;

“**Qualifying Jurisdictions**” means, collectively, each of the provinces of Canada;

“**Reporting Provinces**” means British Columbia, Alberta and Ontario;

“**Rule 144A**” means Rule 144A under the U.S. Securities Act;

“**Securities Commissions**” means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions;

“**Securities Regulator**” means, in respect of any jurisdiction, the securities regulator or other securities regulatory authority of that jurisdiction;

“**SEDAR+**” means the System for Electronic Data Analysis and Retrieval +;

“**Selling Firms**” has the meaning given to that term in Section 2(5);

“**Standard Listing Conditions**” means the customary and standard post-closing conditions imposed by the TSX-V in similar circumstances and set forth in a letter of the TSX-V addressed to the Corporation;

“**Stifel**” has the meaning given to such term in the first paragraph of this Underwriting Agreement;

“**Subscriber Questionnaires**” means, collectively, the subscriber questionnaires in the form(s) agreed upon by the Underwriters and the Corporation, to be completed by each Purchaser participating in the Offering, which includes certain information about and the deemed representations, warranties and covenants of such Purchasers and shall include, for certainty, all schedules and exhibits thereto;

“**subsidiary**” and “**subsidiaries**” have the meaning given to such terms in the Act;

“**Substituted Purchasers**” has the meaning given to such term in the fifth paragraph of this Underwriting Agreement;

“**Time of Closing**” means (a) 8:00 a.m. (Toronto time) on the Closing Date, or (b) any other time on the Closing Date as may be agreed to by the Corporation and Stifel, on behalf of the Underwriters;

“**Transfer Agent**” means Olympia Trust Company, at its principal office in the City of Vancouver, British Columbia;

“**TSX-V**” means the TSX Venture Exchange;

“**TSX-V Listing**” means listing on the TSX-V of the Common Shares issuable in connection with the Offering;

“**TSX-V Listing Approval**” means the conditional acceptance of the TSX-V for the TSX-V Listing;

“**Underwriters’ Fee**” has the meaning given to that term in Section 10;

“**Underwriters’ Option**” has the meaning given to that term in the second paragraph of this Underwriting Agreement;

“**Underwriters’ Option Shares**” has the meaning given to that term in the second paragraph of this Underwriting Agreement;

“**Underwriting Agreement**” means this underwriting agreement between the Corporation and each of the Underwriters;

“**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. Accredited Investor**” means an “accredited investor” as defined in Rule 501(a) of Regulation D under the U.S. Securities Act;

“**U.S. Affiliates**” means the U.S. registered broker-dealer affiliates of the Underwriters;

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder;

“**U.S. Person**” means a “U.S. person” as defined in Rule 902(k) of Regulation S;

“**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended, including the rules and regulations promulgated thereunder; and

“**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 any applicable U.S. state securities Laws.

- (2) *Incorporation of Schedule.* The Underwriters and the Corporation acknowledge that Schedule “A” attached hereto shall form part of this Underwriting Agreement.
- (3) *Headings, etc.* The division of this Underwriting Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Underwriting Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Underwriting Agreement. The words “hereof,” “hereto,” “herein” and “hereunder” and words of similar import, when used in this Underwriting Agreement, shall refer to this Underwriting Agreement as a whole and not to any particular provision of this Underwriting Agreement. Words defined in the singular shall have a comparable meaning when used in the plural, and vice versa. Wherever the word “include,” “includes” or “including” is used in this Underwriting Agreement, it shall be deemed to be followed by the words “without limitation”. References herein to any Law shall be deemed to refer to such Law as amended, re-enacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder. References herein to any contract, instrument or agreement mean such contract, instrument or agreement as amended, supplemented or modified (including any waiver thereto) in accordance with the terms thereof.
- (4) *Currency.* Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.
- (5) *Knowledge.* In this Underwriting Agreement, a reference to “knowledge” of the Corporation or of which the Corporation is “aware” means to the actual knowledge of Robert J. Scott and Alberto Orozco, each after due and reasonable inquiry.

Section 2 Nature of the Transaction

- (1) The Corporation acknowledges that although the offer to purchase the Offered Shares is being made by the Underwriters, the Underwriters will endeavour to arrange for the offer and sale of the Offered Shares to Substituted Purchasers resident in the Offering Jurisdictions.
- (2) The Corporation hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the Offering and undertakes to file, or cause to be filed, within the periods stipulated under Applicable Securities Laws, all forms, documents or undertakings required to be filed by the Corporation in connection with the issue and sale

of the Offered Shares so that the distribution of the Offered Shares may lawfully occur without the necessity of filing a prospectus, a registration statement or other offering document, other than the LIFE Offering Document, with any Securities Regulator in the Offering Jurisdictions, and the Underwriters agree to assist the Corporation in all commercially reasonable respects to secure compliance with all regulatory requirements in connection with the Offering. All fees payable in connection with such filings shall be paid by the Corporation.

- (3) Neither the Corporation nor the Underwriters shall (a) provide to prospective purchasers of the Offered Shares any document or other material that would constitute an offering memorandum within the meaning of Canadian Securities Laws in connection with the offer and sale of the Offered Shares, except for the LIFE Offering Document, or (b) engage in or authorize any form of general solicitation or general advertising in connection with or in respect of the Offered Shares in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or otherwise or conduct any seminar or meeting concerning the offer or sale of the Offered Shares whose attendees have been invited by any general solicitation or general advertising.
- (4) The Corporation is relying on the LIFE Exemption, a Canadian prospectus exemption under Canadian Securities Laws for reporting issuers listed on a Canadian stock exchange wishing to raise capital by the issuance of equity. The Corporation confirms and acknowledges to the Underwriters that the LIFE Exemption relies on the Corporation's continuous disclosure record, as supplemented with the LIFE Offering Document, to allow the Corporation to distribute freely tradeable listed equity securities to the public. Accordingly, the Corporation represents and warrants to the Underwriters that it: (a) is not an issuer whose operations have ceased and is not an issuer whose principal asset is cash, cash equivalents or its exchange listing; and (b) has prepared and filed on SEDAR+ the LIFE Offering Document that is considered a "core document" under the secondary market civil liability regime of Canadian Securities Laws.
- (5) The Corporation agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions (each, a "**Selling Firm**"), in each case acceptable to the Corporation, acting reasonably, as its agent to assist with the Offering in the Offering Jurisdictions and that the Underwriters may determine the remuneration payable by the Underwriters to such Selling Firms appointed by them, provided that such remuneration shall not in any way increase the aggregate Underwriters' Fee payable by the Corporation to the Underwriters under this Underwriting Agreement.

Section 3 Material Changes During the Distribution of the Offered Shares

- (1) The Corporation will promptly inform the Underwriters at first orally, and then in writing, during the period commencing on the date hereof and until the completion of the distribution of the Offered Shares, of the full particulars of:

- (a) any material change (whether actual, anticipated, threatened or contemplated) in respect of the Corporation;
 - (b) any material fact (whether actual, anticipated, threatened, contemplated or proposed) that has arisen or has been discovered in respect of the Corporation that had not been previously disclosed to the Underwriters; and
 - (c) any change (whether actual, anticipated, threatened, contemplated or proposed) in any material fact or any misstatement of any material fact contained in any of the Disclosure Documents.
- (2) Until the Time of Closing, in addition to the provisions of Section 3(1), the Corporation will, in good faith, discuss with the Underwriters any change, event, development or fact, contemplated, anticipated, threatened or proposed, that is of such a nature that there may be reasonable doubt as to whether written notice should be given to the Underwriters under this Section 3.

Section 4 Due Diligence

Prior to the Time of Closing, the Underwriters, their legal counsel and technical consultants will be provided with timely access to all information required to permit them to conduct a full due diligence investigation of the Corporation and its business operations, properties, assets, affairs, prospects and financial condition. In particular, the Underwriters shall be permitted to conduct all due diligence that they may, in their sole discretion, acting reasonably, require in order to fulfil their obligations under Applicable Securities Laws, and in that regard, the Corporation will make available to the Underwriters, their legal counsel and technical consultants, on a timely basis, all corporate and operating records, material contracts, resource and reserve reports, technical reports, feasibility studies, financial information, transaction record books, current budgets, current forecasts, reports, key officers, as applicable, and other relevant documentation or information necessary in order to complete the due diligence investigation of the Corporation, and its business operations, properties, assets, affairs, prospects and financial condition for this purpose, and without limiting the scope of the due diligence inquiries the Underwriters may conduct, to participate in one or more due diligence sessions to be held prior to the Time of Closing at which management of the Corporation, the Chair of the Audit Committee of the Corporation, the legal counsel of the Corporation and representatives of the authors of the Cruz de Plata Technical Report or other appropriate qualified persons shall participate.

Section 5 Conditions of Closing

The Underwriters' obligations under this Underwriting Agreement to purchase the Offered Shares are conditional upon (which conditions may be waived by the Underwriters in their sole discretion) and subject to the fulfilment at or before the Time of Closing of the following conditions:

- (1) *Canadian Legal Opinion.* The Underwriters receiving, at the Time of Closing on the Closing Date, a favourable legal opinion, subject to customary assumptions, limitations and qualifications, from Bennett Jones LLP, counsel to the Corporation, who may rely on, or alternatively provide directly to the Underwriters, the opinions of local counsel

acceptable to counsel to the Underwriters, acting reasonably, as to matters governed by the laws of other jurisdictions in Canada, and may rely as to matters of fact on certificates of officers, public and exchange officials or the Transfer Agent, to the effect set forth below:

- (a) the Corporation is existing under the laws of the Province of British Columbia and has the requisite corporate power and capacity under the laws of the Province of British Columbia to own and lease its properties and assets and to conduct its business as presently carried on;
- (b) as to the authorized and issued share capital of the Corporation;
- (c) the Corporation has the requisite corporate power and capacity under the laws of the Province of British Columbia to carry out its obligations under this Underwriting Agreement;
- (d) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Underwriting Agreement and the performance by the Corporation of its obligations hereunder;
- (e) this Underwriting Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against it by the other parties thereto in accordance with its terms (subject to bankruptcy, insolvency and other Laws affecting the rights of creditors generally, general equitable principles including the availability of equitable remedies and the qualification that no opinion need be expressed as to rights to indemnity or contribution) and such other customary assumptions and qualifications for an opinion of this nature;
- (f) the execution and delivery by the Corporation of this Underwriting Agreement, the performance by the Corporation of its obligations hereunder, and the issue, sale and delivery on the Closing Date of the Offered Shares, as contemplated herein, not constituting or resulting in a breach of or a default under, and not creating a state of facts which, after notice or lapse of time or both, will constitute or result in a breach of, and will not conflict with: (i) any of the terms, conditions or provisions of the notice of articles and articles of the Corporation; or (ii) the Act;
- (g) the Offered Shares having been duly and validly issued by the Corporation as fully paid and non-assessable shares in the capital of the Corporation;
- (h) the issuance and sale by the Corporation of the Offered Shares to the Purchasers resident in the Qualifying Jurisdictions is exempt from the prospectus requirements of Canadian Securities Laws and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the Canadian Securities Laws (other than the Offering Release and the LIFE Offering Document, which have been filed) to permit such issuance and sale; it being noted, however, that the Corporation is

required to file or cause to be filed with the applicable Securities Commissions, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, within ten days of the Closing Date;

- (i) the first trade of the Offered Shares by the Purchasers resident in the Qualifying Jurisdictions, other than a trade that is otherwise exempt under Canadian Securities Laws, will be a distribution and will be subject to the prospectus requirements of such Canadian Securities Laws, unless:
 - (i) the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;
 - (ii) the trade is not a “control distribution” (as such term is defined in NI 45-102);
 - (iii) no unusual effort is made to prepare the market or create a demand for the security that is the subject of the trade;
 - (iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and
 - (v) if the selling securityholder is an insider or officer of the Corporation, the selling securityholder has no reasonable grounds to believe that the Corporation is in default of securities legislation;
 - (j) the TSX-V has conditionally accepted the Offering and the listing of the Offered Shares on the TSX-V, subject to the satisfaction by the Corporation of the conditions set out in the conditional acceptance letter of the TSX-V dated December 12, 2025;
 - (k) the Corporation being a reporting issuer (or the equivalent) under the Canadian Securities Laws of each of the Qualifying Jurisdictions where Offered Shares have been sold and which is a Reporting Province, and not being included on a list of defaulting reporting issuers maintained by the securities regulators of such jurisdictions; and
 - (l) the Transfer Agent having been duly appointed as the transfer agent and registrar for the Common Shares.
- (2) *Opinion of Mexican Counsel for the Corporation.* The Underwriters receiving, at the Time of Closing on the Closing Date, a favourable legal opinion, subject to customary assumptions, limitations and qualifications, from Mexican counsel to the Corporation, as to: (a) the incorporation and existence of the Material Subsidiary; (b) the ability of the Material Subsidiary to carry on its business as presently carried on and to own, lease and operate its properties and assets; (c) the authorized capital and issued and outstanding share capital of the Material Subsidiary; and (d) the ownership of the issued and outstanding shares of the Material Subsidiary.

- (3) *Title Opinions.* The Underwriters receiving, at the Time of Closing on the Closing Date, favourable legal opinions (in customary form) dated as of the Closing Date from Mexican counsel to the Corporation as to title matters in respect of the Material Property, in form and substance acceptable to the Underwriters, acting reasonably.
- (4) *Opinion of United States Counsel for the Corporation.* In the event of the offering and sale of Offered Shares in the United States pursuant to this Underwriting Agreement, including Schedule “A” hereto, the Underwriters shall have received an opinion from Dorsey & Whitney LLP, the Corporation’s special U.S. counsel, in form and substance reasonably satisfactory to the Underwriters and their counsel and addressed to the Underwriters, to the effect that it is not necessary to register under the U.S. Securities Act the offer and sale of the Offered Shares in the United States in the manner contemplated by this Underwriting Agreement, including Schedule “A” hereto.
- (5) *Officer’s Certificate of the Corporation.* The Underwriters having received, at the Time of Closing on the Closing Date, a certificate dated such date signed by the Chief Executive Officer of the Corporation or another officer acceptable to the Underwriters in form and substance acceptable to the Underwriters with respect to:
 - (a) the constating documents of the Corporation;
 - (b) the resolutions of the directors of the Corporation relevant to the Offering, the allotment, issue (or reservation for issue) and sale of the Offered Shares, the grant of the Underwriters’ Option, the authorization of the Offering Documents and the other agreements and transactions contemplated by this Underwriting Agreement; and
 - (c) the incumbency and specimen signatures of signing officers of the Corporation.
- (6) *Certificate of Transfer Agent and Registrar.* The Corporation having delivered to the Underwriters a certificate of the Transfer Agent, which certifies the number of Common Shares issued and outstanding as at the close of business on the Business Day prior to the Closing Date.
- (7) *Certificates of Status.* The Underwriters having received, at the Time of Closing on the Closing Date, a certificate of good standing, status and/or compliance (or the equivalent) for the Corporation, dated no earlier than the date prior to the Closing Date.
- (8) *Closing Certificate of the Corporation.* The Corporation having delivered to the Underwriters, at the Time of Closing on the Closing Date, a certificate dated the Closing Date, addressed to the Underwriters and signed by the Chief Executive Officer of the Corporation, certifying for and on behalf of the Corporation, and not in his personal capacity and without personal liability, after having made due inquiries, with respect to the following matters:
 - (a) the Corporation having complied, in all material respects, with all the covenants and satisfied all the terms and conditions of this Underwriting Agreement on its

part to be complied with and satisfied at or prior to such Time of Closing, other than conditions which have been waived by the Underwriters;

- (b) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Shares or any of the Corporation's issued securities having been issued by any Governmental Authority and is continuing in effect, and no proceeding for such purpose, to the knowledge of such officer, being pending or threatened by any Governmental Authority;
 - (c) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, affairs, operations, assets, prospects, liabilities (contingent or otherwise) or capital of the Corporation, on a consolidated basis, since the date hereof which has not been disclosed to the Underwriters;
 - (d) the representations and warranties of the Corporation contained in this Underwriting Agreement and in any certificates of the Corporation delivered pursuant to or in connection with this Underwriting Agreement being true and correct in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects) as at the Time of Closing, with the same force and effect as if made on and as at such Time of Closing, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects) as of such date, after giving effect to the transactions contemplated by this Underwriting Agreement.
- (9) *Lock-Up Agreements.* The Underwriters receiving the executed lock-up agreements from each director and officer of the Corporation in favour of the Underwriters in a form satisfactory to the Underwriters, acting reasonably, as required pursuant to Section 8(f) of this Underwriting Agreement.
- (10) *No Termination.* The Underwriters not having exercised any rights of termination set forth in Section 11.
- (11) *No Cease Trade Order.* At the Time of Closing, the Corporation not being the subject of a cease trade order made by any Securities Commission or other Governmental Authority which has not been rescinded.
- (12) *Other Documentation.* The Underwriters having received at the Time of Closing such further certificates and other documentation from the Corporation as may be contemplated herein or as the Underwriters may reasonably require, provided, however, that the Underwriters shall request any such certificate or document within a reasonable period prior to the Time of Closing that is sufficient for the Corporation to obtain and deliver such certificate or document.

Section 6 Representations and Warranties of the Corporation

The Corporation hereby represents and warrants to the Underwriters, and the Purchasers, as of the date hereof, and hereby acknowledges that each of the them is relying on such representations and warranties in entering into this Underwriting Agreement, that:

General Matters

- (a) (i) the Corporation (A) has been duly incorporated and is validly existing under the laws of the Province of British Columbia and is up-to-date in respect of all material corporate filings and in good standing under the Act; (B) has all requisite corporate power and capacity to carry on its business as now conducted and to own or lease and operate its properties and assets; and (C) has all requisite corporate power and capacity to issue and sell the Offered Shares, to grant the Underwriters' Option and to enter into and carry out its obligations under this Underwriting Agreement; (ii) the Material Subsidiary (A) has been duly organized and is validly existing under the laws of the jurisdiction of its organization and is up-to-date in respect of all material corporate filings; and (B) has all requisite corporate power and capacity to carry on its business as now conducted and to own or lease and operate its properties and assets; and (iii) the Material Subsidiary is the only subsidiary of the Corporation which is material to the Corporation and the Corporation is the direct or indirect legal, registered and beneficial owner of the issued and outstanding shares of the Material Subsidiary free and clear of all material Liens, other than one share (0.002%) held by RRI Holdings Limited;
- (b) no proceedings have been taken, instituted or, to the knowledge of the Corporation, are pending for the dissolution or liquidation of the Corporation or the Material Subsidiary;
- (c) each of the Corporation and the Material Subsidiary is conducting its business in compliance, in all material respects, with all applicable Laws of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and its property and assets to be owned or leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that would give rise to a notice of non-compliance with any such Laws, licenses, registrations or qualifications, except, in each case, as would not reasonably be expected to result in a Material Adverse Effect;
- (d) the execution and delivery by the Corporation of this Underwriting Agreement and the performance by the Corporation of the transactions contemplated hereby have been authorized by all necessary corporate action of the Corporation and this Underwriting Agreement has been duly executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, provided that enforcement

thereof may be limited by 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 is subject to the provisions of the *Limitation Act* (British Columbia);

- (e) all consents, approvals, permits, authorizations or filings as may be required under Applicable Securities Laws necessary for the execution and delivery of this Underwriting Agreement and the issuance, sale and delivery of the Offered Shares have been made or obtained or will be obtained prior to the Closing Date, as applicable, other than post-closing notices or filings required to be made to the TSX-V relating to the Standard Listing Conditions or as required by Applicable Securities Laws and any post-closing notice filings required under applicable United States federal or state securities laws;
- (f) there is no requirement to obtain any consent, approval or waiver of a party under any Material Agreement to which the Corporation is a party in order to complete the transactions contemplated by this Underwriting Agreement;
- (g) the notice of articles and articles of the Corporation provided to the Underwriters constitute all of the constating documents of the Corporation and are in full force and effect, and no action has been taken and no changes are planned to amend the articles of the Corporation;
- (h) the Offered Shares to be issued and sold as described in the Offering Documents have been, or prior to the Time of Closing will be, validly authorized for issuance and, upon their issuance and delivery against payment in full of the aggregate Offer Price, will be validly issued, fully paid and non-assessable shares in the capital of the Corporation;
- (i) the Corporation is authorized to issue an unlimited number of Common Shares. As of the date hereof, 114,235,606 Common Shares are issued and outstanding as fully-paid and non-assessable shares in the capital of the Corporation. Other than 5,975,000 options outstanding as of the date hereof, there are no other warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments or obligations of the Corporation to issue or sell any Common Shares or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any Common Shares, and there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments of the Corporation, and no Person is entitled to any pre-emptive, anti-dilution rights, registration rights or other similar right granted by the Corporation;
- (j) the Corporation is not a party to, and the Corporation does not have any knowledge of, any agreement restricting the voting or control of any Common Shares;

- (k) to the knowledge of the Corporation, there is no legislation, or proposed legislation published and publicly disseminated by a legislative body, which would materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Corporation if such legislation or proposed legislation would be enacted, in the form published and publicly disseminated, as of the date hereof;
- (l) the current issued and outstanding Common Shares are listed and posted for trading on the TSX-V and no order ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Shares or the trading of any of the Corporation's issued securities has been issued and, to the knowledge of the Corporation, no proceedings for such purpose have been threatened or are pending;
- (m) none of the issued and outstanding Common Shares are subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or involuntary, to which the Corporation is party;
- (n) the Corporation has not taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the TSX-V and the Corporation is currently in compliance, in all material respects, with the rules and policies of the TSX-V;
- (o) each of the Disclosure Documents filed by the Corporation since September 30, 2023, as of the date thereof, did not contain any untrue statement of a material fact or omit to state a material fact which was required to have been stated therein or was necessary to prevent a statement that was made therein from being false or misleading in the circumstances in which it was made, and each such document was prepared in accordance with and complies with Canadian Securities Laws of the Reporting Provinces in all material respects and the Corporation is not in material default of its filings under Canadian Securities Laws of the Reporting Provinces;
- (p) the LIFE Offering Document complies in all material respects with Canadian Securities Laws, all information and statements contained in the LIFE Offering Document are true and correct in all material respects, and the LIFE Offering Document, together with any document filed under securities legislation in a jurisdiction of Canada on or after December 8, 2024, contains full, true and plain disclosure of all material facts relating to the Offering and the Offered Shares, as required by Canadian Securities Laws, and does not contain a misrepresentation. The French language version of the LIFE Offering Document is in all material respects a complete and proper translation of the English language version of the LIFE Offering Document;
- (q) since September 30, 2024, other than as disclosed in the Disclosure Documents:

- (i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Corporation or the Material Subsidiary, on a consolidated basis;
 - (ii) there has not been any material change in the capital stock or long-term debt of the Corporation and the Material Subsidiary, on a consolidated basis; and
 - (iii) the Corporation and the Material Subsidiary have carried on their respective businesses in the ordinary course in all material respects;
- (r) the Corporation does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise), including under any guarantee of any debt, except to the extent reflected or reserved in the Financial Statements or incurred in the ordinary course of business subsequent to September 30, 2024;
- (s) the Financial Statements present fairly, in all material respects, the financial condition of the Corporation, on a consolidated basis, for the periods referred to therein and have been prepared in accordance with IFRS;
- (t) there are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of the Corporation with unconsolidated entities or other persons that would reasonably be expected to result in a Material Adverse Effect;
- (u) there has not been any “reportable event” (within the meaning of NI 51-102) with the Auditors or, to the knowledge of the Corporation, any former auditor of the Corporation, and the Auditors have not provided any material comments or recommendations to the Corporation regarding its accounting policies, internal control systems or other accounting or financial practices that have not been implemented by the Corporation;
- (v) except as disclosed in the Disclosure Documents, there are no actions, proceedings or investigations (whether or not purportedly by or on behalf of the Corporation) commenced or, to the knowledge of the Corporation, threatened or pending against or by the Corporation or the Material Subsidiary at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any applicable Governmental Authority that would reasonably be expected to result in a Material Adverse Effect;
- (w) the Corporation is a “reporting issuer” in the Reporting Provinces and is not included in a list of defaulting reporting issuers maintained by the Securities Commissions in the Reporting Provinces and, without limiting the foregoing, the Corporation has at all times complied, in all material respects, with its obligations to make timely disclosure of all material changes relating to it and there is no material change relating to the Corporation which has occurred and with respect

to which the requisite news release has not been disseminated or material change report has not been filed with such Securities Commissions (except a material change report in respect of the offer and sale of Offered Shares hereunder);

- (x) the Corporation has not filed any confidential material change report with any Securities Commissions that is still maintained on a confidential basis;
- (y) to the knowledge of the Corporation, the Auditors are independent public accountants as required by Canadian Securities Laws;
- (z) except as disclosed in the Disclosure Documents, the Corporation is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits in any material respect the freedom of the Corporation to compete in any line of business or transfer or move any of its assets or operations;
- (aa) other than the Corporation and the Material Subsidiary or as otherwise contemplated herein, 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 agreement, instrument or document (written or unwritten);
- (bb) the Corporation is not party to any agreement, instrument or document, nor is the Corporation aware of any agreement, instrument or document, which in any manner affects the voting control of any of the securities of the Corporation or the Material Subsidiary;
- (cc) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties including ordinary and additional mining duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto due and payable by the Corporation and/or the Material Subsidiary, have been paid or will be paid when due or requested, except where the failure to pay such taxes or other amounts would not reasonably be expected to result in a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Material Subsidiary have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings did not contain a misrepresentation as at the respective dates thereof except where the failure to file such documents or such misrepresentation would not reasonably be expected to result in a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation or the Material Subsidiary is currently in progress and there are no issues or disputes outstanding with any applicable Governmental Authority respecting any taxes that have been paid, or may be payable, by the Corporation or the Material Subsidiary, in any case, except where such examinations, issues or disputes would not reasonably be expected to result in a Material Adverse Effect;

- (dd) neither of the Corporation or the Material Subsidiary, nor, to the knowledge of the Corporation, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by the Corporation or the Material Subsidiary or such other person under any Debt Instrument, and no event has occurred which with notice or lapse of time or both would constitute such a default by the Corporation or a Material Subsidiary or, to the knowledge of the Corporation, any other party, except where such default or event would not reasonably be expected to result in a Material Adverse Effect;
- (ee) the Transfer Agent at its principal office in the City of Vancouver, British Columbia has been duly appointed as the registrar and transfer agent in Canada in respect of the Common Shares;
- (ff) to the knowledge of the Corporation, except as disclosed in the Disclosure Documents, none of the directors, officers or employees of the Corporation, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two (2) years or any proposed material transaction with the Corporation or the Material Subsidiary which, as the case may be, materially affected, is material to or will materially affect the Corporation and the Material Subsidiary, taken as a whole;
- (gg) other than the Underwriters (or any of the Selling Firms) pursuant to this Underwriting Agreement or as otherwise contemplated herein, there is no Person acting or purporting to act at the request of the Corporation who is entitled to any brokerage, agency or other advisory or similar fee in connection with the Offering;
- (hh) except as disclosed in the Disclosure Documents, neither of the Corporation or the Material Subsidiary have any material loans or other material indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with them other than for the reimbursement of ordinary course business expenses. Except as disclosed in the Disclosure Documents, the Corporation is not a party to any contract with any officer, director, employee, shareholder or any other person not dealing at arm's length with the Corporation;
- (ii) the Books and Records of the Corporation are maintained substantially in accordance with all applicable Laws and the responses to all of the due diligence requests of the Underwriters in respect of the Offering are complete and accurate in all material respects. The data room made available to the Underwriters contains accurate copies of substantially all material documents requested and there are no material omissions;
- (jj) the assets of the Corporation and the Material Subsidiary and their respective businesses and operations 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 Corporation has not failed to promptly give any notice or present any material claim thereunder;

- (kk) other than the Material Property, neither the Corporation nor the Material Subsidiary own any real property. With respect to each premises which is material to the Corporation and which the Corporation or a Material Subsidiary occupies as tenant (the “**Leased Premises**”), the Corporation or a Material Subsidiary, as applicable, occupies the Leased Premises and has the right to occupy and use the Leased Premises, subject to the terms of the respective leases, and each of the leases pursuant to which the Corporation or a Material Subsidiary, as applicable, occupies the Leased Premises is in good standing and in full force and effect;
- (ll) the form and terms of the certificate for the Common Shares have been approved and adopted by the board of directors of the Corporation, and comply with the provisions of the constating documents of the Corporation, the Act and the rules and policies of the TSX-V;
- (mm) none of the directors or officers of the Corporation are now, or have ever been, 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 exchange;
- (nn) all of the Material Agreements of the Corporation have been disclosed in the Disclosure Documents and each is valid, subsisting, in good standing in all material respects and in full force and effect, enforceable against the Corporation in accordance with the terms thereof. The Corporation is not in default or breach in any material respect of any Material Agreement, and, to the knowledge of the Corporation, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach. To the knowledge of the Corporation, no counterparty to any Material Agreement is in default of any of its obligations under any Material Agreement, the Corporation is entitled to all benefits under each Material Agreement, as applicable, and the Corporation has not received any notice of termination of any Material Agreement and no such terminations are pending or, to the knowledge of the Corporation, threatened or contemplated;
- (oo) the Corporation is qualified to use the LIFE Exemption and:
 - (i) the Corporation is a reporting issuer and has been a reporting issuer in at least one jurisdiction of Canada for at least 12 months prior to the date of the Offering Release, and is not in default of Canadian Securities Laws of the Reporting Provinces;
 - (ii) the Corporation has filed all periodic and timely disclosure documents that it is required to have filed under Canadian Securities Laws, and under orders and/or undertakings issued by or made to any Canadian securities regulatory authority;

- (iii) the Corporation has a class of equity securities listed for trading on a recognized stock exchange in Canada;
- (iv) the Corporation has posted the LIFE Offering Document on its website;
- (v) the Corporation has not allocated the available funds as disclosed in the LIFE Offering Document to an acquisition that is a significant acquisition under Part 8 of NI 51-102, a restructuring transaction (as defined in NI 51-102) or any other transaction for which the Corporation seeks approval of a securityholder;
- (vi) on the date of the issuance of the Offering Release, the total dollar amount of the Offering, combined with the dollar amount of all other distributions made by the Corporation under the LIFE Exemption during the 12 months immediately before the date of the Offering Release, will not, assuming completion of the Offering, exceed the greater of the following: (A) \$25,000,000; and (B) 20% of the aggregate market value of the Corporation's listed securities, on the date of the Offering Release, to a maximum of \$50,000,000;
- (vii) the Offering will not result in an increase of more than 50% of the Corporation's outstanding Common Shares as of the date of the Offering Release;
- (viii) the Offering will not result in a new control person and will not result in a person or company acquiring beneficial ownership of, or exercising control or direction over, such number of the Common Shares that would result in such person or company being entitled to elect a majority of the directors of the Corporation;
- (ix) the Corporation reasonably expects that it will have available funds to meet its business objectives and liquidity requirements for a period of 12 months following closing of the Offering;
- (x) during the 12 months prior to the date of this Underwriting Agreement, the Corporation has raised an aggregate of \$0 using the LIFE Exemption and is not otherwise raising funds under the LIFE Exemption other than under the Offering;
- (xi) except as required by the rules and policies of the TSX-V, the Offered Shares issued pursuant to the LIFE Exemption will not be subject to a four month hold period in Canada;
- (xii) the Corporation is not, and during the 12 months immediately before the date that the Corporation filed the Offering Release, the Corporation or any person or company with whom the Corporation completed a restructuring transaction was not, either of the following: (A) an issuer whose operations have ceased or (B) an issuer whose principal asset is

cash, cash equivalents, or its exchange listing, including, for greater certainty, a capital pool company, a special purpose acquisition company, a growth acquisition corporation or any similar person or company; and

- (xiii) the Corporation is not an investment fund as defined under Canadian Securities Laws;

Due Diligence Matters

- (pp) the minute books of the Corporation which the Corporation has made available to the Underwriters and their counsel, Fasken Martineau DuMoulin LLP, in connection with their due diligence investigation of the Corporation for the period requested to the date of examination thereof are all of the minute books of the Corporation for such period, contain copies of all constating documents, including all amendments thereto, and all material proceedings of securityholders and directors (and committees thereof) (or drafts pending the approval thereof), and, in respect of such period, are complete in all material respects;

Mining and Environmental Matters

- (qq) except as disclosed in the Disclosure Documents, the Corporation or the Material Subsidiary, as applicable, are the legal and beneficial owners of, and have valid and sufficient right, ownership, title and interest to, duly registered if applicable:
 - (i) the mining or any other kind of concessions, exclusive exploration rights, claims, permits and all other rights or goods relating in any manner whatsoever to their interest in, or exploration, prospecting or exploitation for minerals on the Corporation Assets (as defined below) and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; (ii) the real property interests including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by the Corporation or the Material Subsidiary), leases, rights of way, occupancy rights, surface rights, mineral rights, mining concessions, easements and all other real property interests, and all their water rights, intellectual property, patents, movable goods, instruments, machinery and equipment as are necessary to perform the operation of their business as presently owned and conducted; and (iii) all of their properties and assets of any nature whatsoever and to all benefits including all the properties and assets as listed or described in the Financial Statements (collectively, the “**Corporation Assets**”), together with all additions thereto. The Corporation Assets are not subject to any material Lien or defect in title of any kind except as is specifically identified in the Disclosure Documents, or with respect to the Material Property, as is disclosed in the title opinion of counsel to the Corporation, provided in satisfaction of the closing condition in Section 5(3) hereof or as would not have a Material Adverse Effect. The Corporation is not aware of any facts or circumstances which might limit, affect or prejudice its ownership rights over the Corporation Assets. The title opinion of counsel to the Corporation, provided in satisfaction of the closing condition in Section 5(3) hereof, addresses all of the

claims and leasehold interests in respect of the Material Property that are material to the Corporation;

- (rr) any and all of the agreements and other documents and instruments pursuant to which the Corporation Assets are held are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, and the Corporation and the Material Subsidiary are not in material default of any of the provisions of any such agreements, documents or instruments, nor has any such material default been alleged. Except as disclosed in the Disclosure Documents, neither the Corporation nor the Material Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof;
- (ss) all mining concessions, exclusive exploration rights, claims or mineral property in which the Corporation or the Material Subsidiary have an interest or right, including the Corporation Assets, have been validly granted, acquired, located and recorded in the relevant registries in accordance with all Laws and are in good standing, valid and subsisting. To the knowledge of the Corporation, the Corporation's and the Material Subsidiary's mining concessions, exclusive exploration rights, claims, leases, licences or permits comply, in all material respects, with all applicable Laws and are not subject to any nullity or avoidance actions under any other applicable Laws and are not subject to any material fault or error that may result in any such concessions, exclusive exploration rights, claims, leases, licences or permits being determined to be void pursuant to applicable Laws or that may result in the lapse of the same. The mining concessions, exclusive exploration rights, claims, leases, licences or permits owned by the Corporation or the Material Subsidiary do not overlap with and are not overlapped by any third party rights or mining concessions or exclusive exploration rights, claims, leases, licences or permits that may enable any such third party to explore or exploit any minerals in the same area or which may have preference in such regard over such concessions, exclusive exploration rights, claims, leases, licences or permits. No Person other than the Corporation or the Material Subsidiary has any preferential right, option or interest in the above mentioned concessions, exclusive exploration rights, claims, leases, licences or permits, or any right, option or interest to explore, prospect or mine on the area of the same, or any right to acquire any such interest. The Corporation's and the Material Subsidiary's surface rights, access rights and other rights and interests relating to its mining concessions, exclusive exploration rights, claims, leases, licences or permits, grant each of the Corporation and the Material Subsidiary the right and ability to conduct its business as currently conducted as disclosed in the Disclosure Documents with only such exceptions that do not materially interfere with the Corporation's use of the rights or interests so held, and each of the property interests or rights and each of the documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of the Corporation or the Material Subsidiary and free and clear of all material Liens other than as disclosed in the Disclosure Documents or the title

opinion of counsel to the Corporation, provided in satisfaction of the closing condition in Section 5(3) hereof;

- (tt) each of the Corporation and the Material Subsidiary has duly and timely satisfied all of the material obligations required to be satisfied (including payment obligations), performed and observed by it under, and there exists no material default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material default or event of default by the Corporation or the Material Subsidiary under, any agreement pertaining to the respective Corporation Assets to which the Corporation is a party and each such agreement is in full force and effect and enforceable by the Corporation;
- (uu) except as disclosed in the Disclosure Documents, (i) the Corporation and the Material Subsidiary have the exclusive right to deal with the Corporation Assets; (ii) there is no person or entity of any nature whatsoever other than the Corporation or the Material Subsidiary that has any interest in the Corporation Assets or any right to acquire or otherwise obtain any such interest; (iii) there are no back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect the Corporation's or the Material Subsidiary's interests in the Corporation Assets; (iv) the Corporation and the Material Subsidiary have not received any notice, whether written or oral, from any Governmental Authority or any other person of any revocation or intention to revoke, diminish or challenge its interest in the Corporation Assets; and (v) the Corporation Assets are in good standing under and comply in all material respects with all Laws and all work required to be performed by the Corporation has been performed and all taxes, fees, expenditures and all other payments in respect thereof required to be paid by the Corporation have been paid or incurred and all filings in respect thereof required to be made by the Corporation have been made, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by the Corporation or the Material Subsidiary under any of the tenures, licences, leases, documents, instruments or any other agreement pertaining to the Corporation Assets and to the knowledge of the Corporation, none of the counterparties to such leases, documents, instruments or any other agreements pertaining to the Corporation Assets are in default thereunder except to the extent such that such defaults would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;
- (vv) there are no adverse claims, demands, actions, suits or proceedings that have been commenced or are pending or, to the knowledge of the Corporation that are threatened, affecting or which would affect the Corporation's or the Material Subsidiary's right, title or interest in the Corporation Assets or the ability of the Corporation or the Material Subsidiary to explore, prospect, exploit or develop the Corporation Assets, including the title to or ownership of the foregoing, or which

would reasonably be expected to involve the possibility of any judgement or liability affecting the Corporation Assets;

- (ww) except as disclosed in the Disclosure Documents, there are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which the Corporation or the Material Subsidiary is bound on or in relation to the Corporation Assets. None of the Corporation Assets are subject to forfeiture or reduction by reference to payout of or production penalty on any mineral claim or otherwise or, to change to an interest of any other size or nature by virtue of or through any right or interest granted by, through or under the Corporation or the Material Subsidiary, except to the extent that all such reductions or changes to an interest would not result in a Material Adverse Effect;
- (xx) except as disclosed in the Disclosure Documents, all material option agreements concerning mining interests to which the Corporation or a Material Subsidiary is a party or otherwise bound are in good standing and there are no material Liens registered or outstanding against the interests therein or the property related thereto, except in accordance with such option agreements; all payment obligations thereunder have been met and, to the knowledge of the Corporation, the title to the property held by the optionholders to which the option agreements relate are good and marketable and held by the titleholders who are parties to the respective option agreements;
- (yy) the only mineral properties or interest in any mineral property of the Corporation that are material to the Corporation is the Material Property. The description of the Material Property as disclosed in the Disclosure Documents constitutes a complete and accurate description, in all material respects, of the Material Property held by the Corporation, and no other material property or assets are necessary for the conduct of the business of the Corporation as currently conducted or proposed to be conducted in the Disclosure Documents, the Corporation does not know of any claim or the basis for any claim that might or could have a material adverse effect on the right of the Corporation to use, transfer or otherwise explore for, develop or mine mineral deposits on the Material Property as presently conducted or as contemplated in the Disclosure Documents;
- (zz) neither the Material Property (or any interest therein, or right to earn an interest therein) nor any Corporation Assets are subject to any right of first refusal or purchase or acquisition right;
- (aaa) no property or asset of the Corporation has been taken or expropriated by any Governmental Authority and no written notice or proceeding in respect of any such expropriation has been given or commenced or, to the knowledge of the Corporation, is there any intent or proposal to give any such notice or commence any such proceeding;

- (bbb) any and all of the agreements and other documents and instruments pursuant to which the Corporation or a Material Subsidiary holds the Material Property and assets (including any option agreement or any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, neither of the Corporation or the Material Subsidiary nor, to the knowledge of the Corporation, any other party thereto, is in default of any of the material provisions of any such agreements, documents or instruments, nor to the knowledge of the Corporation has any such default been alleged, except in each case as would not reasonably be expected to have a Material Adverse Effect;
- (ccc) the Corporation or its Material Subsidiary has filed or will file all work reports required in connection with the Material Property with the relevant Governmental Authority;
- (ddd) there are no material claims with respect to indigenous rights currently outstanding or, to the knowledge of the Corporation, threatened or pending, with respect to the Material Property;
- (eee) the Corporation and the Material Subsidiary are in compliance, in all material respects, with all Environmental Laws;
- (fff) the Corporation or the Material Subsidiary has obtained all Environmental Permits necessary as at the date hereof for the operation of the business carried on by the Corporation or the Material Subsidiary, and each Environmental Permit is valid, subsisting and in good standing in all material respects and neither the Corporation nor the Material Subsidiary is in default or breach of any Environmental Permit in any material respect and no proceeding is outstanding or, to the knowledge of the Corporation, has been threatened or is pending to revoke or limit any Environmental Permit except where such default, breach or proceeding would not reasonably be expected to result in a Material Adverse Effect;
- (ggg) neither the Corporation nor the Material Subsidiary has used, except in compliance in all material respects with all Environmental Laws and Environmental Permits, any property or facility which it owns or leases or previously owned or leased to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any hazardous substance;
- (hhh) neither the Corporation nor the Material Subsidiary has received any notice of, or been prosecuted for, an offence alleging non-compliance in any material respect with any Environmental Laws, and neither the Corporation nor the Material Subsidiary has settled any allegation of material non-compliance short of prosecution. There are no orders or directions issued against the Corporation or the Material Subsidiary under Environmental Laws requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or the Material Subsidiary, nor has the Corporation or a Material Subsidiary received notice of any of the same;

- (iii) there are no past or current unresolved or, to the knowledge of the Corporation, any threatened or pending claims, complaints, notices or requests for information received by the Corporation or the Material Subsidiary with respect to any alleged violation of any Environmental Laws which would reasonably be expected to result in a Material Adverse Effect; and no conditions exist at, on or under any property now or previously owned, operated, optioned or leased by the Corporation or the Material Subsidiary which, with the passage of time, or the giving of notice or both, would give rise to liability under Environmental Laws that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect;
- (jjj) except as ordinarily or customarily required by applicable Environmental Permits, neither the Corporation nor the Material Subsidiary has received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local cleanup site or corrective action under Environmental Laws that would reasonably be expected to result in a Material Adverse Effect;
- (kkk) to the knowledge of the Corporation, there are no material environmental audits, evaluations, assessments, studies or tests relating to the Corporation or the Material Subsidiary except for ongoing assessments conducted by or on behalf of the Corporation or the Material Subsidiary in the ordinary course;
- (lll) the Corporation is in compliance, in all material respects, with the provisions of NI 43-101, and has filed all technical reports required to be filed pursuant thereto other than any technical report not yet due to be filed as of the date hereof;
- (mmm) all material information requested by the authors of the Cruz de Plata Technical Report was made available to them, prior to the issuance of such report, for the purpose of preparing such report, which information, to the best of the knowledge of the Corporation, did not contain any misrepresentation at the time such information was so provided;
- (nnn) the information set forth in the Disclosure Documents and the Cruz de Plata Technical Report relating to any estimates by the Corporation of mineral resources: (i) is based upon information prepared, reviewed and verified by or under the supervision of a "qualified person" as defined in NI 43-101; (ii) has been prepared and disclosed in accordance, in all material respects, with Canadian industry standards set forth in NI 43-101; (iii) has been verified by individuals with mining experience; and (iv) was, at the time of delivery thereof, complete and accurate in all material respects;

Employment Matters

- (ooo) each material plan 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 Corporation or the Material Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Corporation or the Material Subsidiary (the “**Employee Plans**”) has been maintained in compliance with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plans, in each case in all material respects, and has been publicly disclosed to the extent required by Canadian Securities Laws;

- (ppp) all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the Books and Records of the Corporation;
- (qqq) there is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance or, to the knowledge of the Corporation, threatened or pending which is materially adversely affecting or would reasonably be expected to materially adversely affect the carrying on of the business of the Corporation or the Material Subsidiary, taken as a whole and the Corporation has no knowledge of any proposal to unionize its employees and no collective bargaining agreements are in place or currently being negotiated by the Corporation;

Compliance Matters

- (rrr) neither the Corporation nor the Material Subsidiary, nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other person acting on behalf of the Corporation or any of its subsidiaries, is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation of the *Corruption of Foreign Public Officials Act* (Canada) (the “**CFPOA**”) including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign public official” (as such term is defined in the CFPOA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the CFPOA;
- (sss) the operations of the Corporation and the Material Subsidiary are, and have been conducted at all times, in compliance with all material applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the money laundering Laws of all applicable jurisdictions, and any related or similar applicable Laws of any applicable Governmental Authority (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Authority involving the Corporation or the Material Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened;

Forward-Looking Information

- (ttt) the Corporation had a reasonable basis for all forward-looking information and statements of the Corporation contained in the LIFE Offering Document and the Disclosure Documents (filed by the Corporation since September 30, 2023) and the assumptions underlying such information and statements, subject to any qualifications contained therein, as at the date on which such statements and assumptions were made;

Minera Fresnillo Agreement

- (uuu) the Minera Fresnillo Agreement is a valid and subsisting agreement in full force and effect, enforceable in accordance with the terms thereof, and neither the Material Subsidiary nor, to the knowledge of the Corporation, Minera Fresnillo S.A. de C.V., is in default of any of the material provisions of the Minera Fresnillo Agreement, nor to the knowledge of the Corporation has any such default been alleged; and
- (vvv) the remaining payment obligation under the Minera Fresnillo Agreement is US\$2,000,000.

Section 7 Representations, Warranties and Covenants of the Underwriters

- (1) Each Underwriter hereby severally, and not jointly, nor jointly and severally, represents, warrants and covenants to the Corporation, and acknowledges that the Corporation is relying upon such representations, warranties and covenants in connection with entering into this Underwriting Agreement, that:
 - (a) it will obtain from each Purchaser a completed Subscriber Questionnaire (including all certifications, forms and other documentation contemplated thereby) and all other applicable forms, reports, undertakings and documentation required under Applicable Securities Laws or required by the Corporation;
 - (b) in respect of the offer and sale of the Offered Shares to Purchasers, it will comply with all Applicable Securities Laws in connection with the Offering and will only offer the Offered Shares for sale by the Corporation to Substituted Purchasers on a “private placement” basis directly and, if deemed appropriate by the Underwriters, through Selling Firms, upon the terms and conditions of this Underwriting Agreement;
 - (c) it has not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Offered Shares in any newspaper, magazine, printed media of general and regular paid circulation, electronic media, or any similar medium, or broadcast over radio or television or otherwise or conducted any seminar or meeting concerning the offer or sale of the Offered Shares whose attendees have been invited by any general solicitation or general advertising;

- (d) it has not, directly or indirectly, sold or solicited, and will not, directly or indirectly, sell or solicit, offers to purchase the Offered Shares in any country or jurisdiction so as to require registration of the Offered Shares or filing of a prospectus, registration statement or similar document (other than the LIFE Offering Document and Offering Release filed under Canadian Securities Laws) with respect thereto or compliance by the Corporation with regulatory requirements (including any continuous disclosure obligations or similar reporting obligations) under the Applicable Securities Laws;
 - (e) it has not and will not, in connection with the Offering, make any representation or warranty with respect to the Corporation or the Offered Shares except pursuant to (i) the Subscriber Questionnaires; or (ii) any disclosure otherwise expressly authorized in writing by the Corporation;
 - (f) 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; and
 - (g) it has all requisite corporate power and authority to enter into this Underwriting Agreement and to carry out the transactions contemplated under this Underwriting Agreement on the terms and conditions set forth herein.
- (2) Each Underwriter makes the representations, warranties and covenants applicable to it in Schedule "A" hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule "A" form a part of this Underwriting Agreement.
- (3) The representations and warranties of each of the Underwriters contained in this Underwriting Agreement shall be true at the Time of Closing as though they were made at the Time of Closing.

Section 8 Additional Covenants of the Corporation

In addition to any other covenant of the Corporation set forth in this Underwriting Agreement, the Corporation covenants with the Underwriters that:

- (a) *Stock Exchange Listings and Approvals*
 - (i) the Corporation will file or cause to be filed with the TSX-V all necessary documents and will take commercially reasonable steps to ensure that the Offered Shares have been accepted (or conditionally accepted) for listing and for trading on the TSX-V, subject only to satisfaction by the Corporation of the Standard Listing Conditions, and the Corporation shall thereafter use its commercially reasonable efforts to fulfill the Standard Listing Conditions, if any, within the time period prescribed by the TSX-V; and

- (ii) the Corporation shall obtain TSX-V Listing Approval prior to the Closing Date.
- (b) *Other Filings.* The Corporation will make all necessary filings, use commercially reasonable efforts to obtain all necessary regulatory consents and approvals (if any) and the Corporation will pay all filing fees required to be paid in connection with the transactions contemplated in this Underwriting Agreement.
- (c) *Press Releases.* Subject to compliance with applicable Law, any press release of the Corporation relating to the Offering will be provided in advance to the Underwriters, and the Corporation will use its commercially reasonable efforts to agree to the form and substance thereof with the Underwriters, each acting reasonably, prior to the release thereof. Each such press release will contain an appropriate legend concerning United States sales on each page of any press release, stating substantially as follows: “Not for distribution to United States newswire services or for dissemination in the United States”, and at the end of the release, “The securities offered in the Offering have not been, and will not be, registered under the U.S. Securities Act or any U.S. state securities laws, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. This press release shall not constitute an offer to sell or the solicitation of an offer to buy securities in the United States, nor will there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.”
- (d) *Use of Proceeds.* The Corporation confirms its intention as of the date hereof to use the net proceeds from the purchase and sale of the Offered Shares in accordance with the description set forth in the LIFE Offering Document.
- (e) *Blackout Period.* The Corporation agrees not to, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible or exchangeable into Common Shares of the Corporation, other than pursuant to: (i) the Offering; (ii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan, or similar share compensation arrangements in place prior to the date hereof; (iii) the grant or settlement of restricted share units; (iv) the issuance of shares upon the exercise of convertible securities, warrants, options or any other commitment or agreement outstanding prior to the date hereof, or (v) the issuance of Common Shares or any other securities of the Corporation as consideration for asset or share acquisitions, or other strategic, consulting, licensing, joint venture or similar transactions, following the date hereof for a period of 60 days from the Closing Date, without the prior written consent of Stifel, on behalf of the Underwriters, such consent not to be unreasonably withheld, conditioned or delayed.

- (f) *Lock-Up Agreements.* The Corporation will cause each of its officers and directors to enter into agreements on terms and conditions satisfactory to Stifel, on behalf of the Underwriters, in which they will covenant and agree that they will not, for a period commencing on the date hereof and ending 90 days following the Closing Date, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire, Common Shares, directly or indirectly, unless (i) they first obtain the prior consent of Stifel (on behalf of the Underwriters), such consent not to be unreasonably withheld, conditioned or delayed, (ii) pursuant to a tender or sale by a shareholder of securities of the Corporation in or pursuant to a take-over bid or similar transaction involving a change of control of the Corporation, (iii) pursuant to the exercise of options and redemption of restricted share units that were already validly issued pursuant to the Corporation's omnibus incentive plan, (iv) transfers among a shareholder's affiliates for tax or other planning purposes or (v) in respect of existing agreements regarding the pledging of securities.

Section 9 Closing

- (1) *Location and Time of Closing.* The purchase and sale of the Offered Shares will be completed electronically at the Time of Closing on the Closing Date or at such other place or time as Stifel, on behalf of the Underwriters, and the Corporation may agree.
- (2) *Certificates.* At the Time of Closing on the Closing Date, subject to the terms and conditions contained in this Underwriting Agreement, the Corporation shall deliver to the Underwriters a certificate or certificates representing the Offered Shares against payment of the Offer Price set out in this Underwriting Agreement by wire transfer on the Closing Date payable to the Corporation or if requested, except with respect to U.S. Accredited Investors that are not Qualified Institutional Buyers, utilize the non-certificated inventory system of CDS Clearing and Depository Services Inc.. The Corporation will, at the Time of Closing on the Closing Date and upon such payment of the aggregate Offer Price to the Corporation, make payment in full of the Underwriters' Fee which shall be made by the Corporation directing the Underwriters to withhold the Underwriters' Fee from the payment of the aggregate Offer Price. Certificates (or electronic evidence of non-certificated issuance) representing the Offered Shares shall be registered in such names as the Underwriters may request provided such request is made two (2) Business Days prior to the Closing Date.

Section 10 Compensation of the Underwriters

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Corporation shall pay to the Underwriters a cash fee (the "**Underwriters' Fee**"), at the Time of Closing, equal to 6% of the aggregate gross cash proceeds received from the sale of the Offered Shares.

Section 11 Termination Rights

- (1) It is understood that any Underwriter may waive, in whole or in part, or extend the time for compliance with any terms and conditions without prejudice to its rights in respect of any subsequent breach, provided that to be binding on an Underwriter any such waiver or extension must be in writing and executed by such Underwriter.
- (2) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act, or non-compliance with the terms of this Underwriting Agreement, by the Corporation, any Underwriter shall be entitled, at such Underwriter's option, to terminate and cancel, without any liability on such Underwriter's part, such Underwriter's obligations under this Underwriting Agreement by written notice to that effect given to the Corporation and the other Underwriters at or prior to the Time of Closing if, at or at any time prior to the Time of Closing:
 - (a) there is a material change in the affairs of the Corporation, a change in any material fact or a new material fact (other than a fact relating solely to the Underwriters) arises or is discovered that, in the sole opinion of the Underwriters (or any of them), acting reasonably, has or would be expected to have a significant adverse effect on the market price or value of the Offered Shares;
 - (b) (i) any inquiry, action, suit, investigation or other proceeding (whether formal or informal and including matters of regulatory transgression or unlawful conduct) is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSX-V or any securities regulatory authority, or any law or regulation is enacted or changed, which in the sole opinion of the Underwriters (or any of them), acting reasonably, could operate to prevent or materially restrict the trading of the Offered Shares or materially and adversely affects or will materially and adversely affect the market price or value of the Offered Shares (except for any inquiry, investigation or other proceeding based upon the activities of the Underwriters and not upon the activities of the Corporation); (ii) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including, without limitation, terrorism, catastrophe, war, plague, outbreak, pandemic disease or accident) or any law or regulation which in the sole opinion of the Underwriters, acting reasonably, seriously adversely affects, or involves, or will, or could reasonably be expected to, seriously adversely affect, or involve, the financial markets or the business, operations or affairs of the Corporation and its subsidiaries taken as a

whole; or (iii) any order, action, proceeding, law or regulation is made, enacted or changed by any securities commission in Canada or other competent regulatory authority which ceases trading in the Corporation's securities or, in the opinion of the Underwriters (or any of them), acting reasonably, operates to prevent or restrict the trading of the Offered Shares;

- (c) any inquiry, action, suit, proceeding or investigation (including matters of regulatory transgression or unlawful conduct) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation;
 - (d) the Underwriters, acting reasonably, discover significant, adverse issues relating to the Corporation during their due diligence investigations that were previously undisclosed and not reasonably discoverable; or
 - (e) the Corporation is in breach of any material term, condition or covenant of this Underwriting Agreement, or any material representation or warranty given by the Corporation in this Underwriting Agreement is or becomes false.
- (3) In the event of any such termination by any Underwriter, there shall be no further liability or obligation on the part of such Underwriter(s) to the Corporation or on the part of the Corporation to the Underwriter(s) except in respect of any liability or obligation which may have arisen or may arise after such termination under any of Section 12 and Section 13, which will remain in full force and effect. A notice of termination given by one Underwriter pursuant to Section 11(2) shall not be binding upon the other Underwriters.

Section 12 Indemnity

- (1) The Corporation shall indemnify and save harmless the Underwriters and each of their respective affiliates and the directors, officers, employees and agents of the Underwriters (hereinafter referred to as the "**Personnel**") from and against any and all expenses, losses (other than loss of profits), fees, claims (including shareholder actions, derivative or otherwise), actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims), and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Underwriters and/or the Personnel, to which the Underwriters and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, fees, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Underwriters and/or their Personnel or otherwise in connection with the matters referred to in this Underwriting Agreement.
- (2) Notwithstanding anything to the contrary contained in this Underwriting Agreement, this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that: (i) the Underwriters or

their Personnel have been grossly negligent or have committed any willful misconduct or fraudulent act in the course of the performance of professional services rendered to the Corporation by the Underwriters and/or their Personnel or otherwise in connection with the matters referred to in the letter to which this indemnity is attached; and (ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were primarily caused by the gross negligence, willful misconduct or fraudulent act referred to in (i).

- (3) If for any reason (other than the occurrence of any of the events set out in Section 12(2) above), the foregoing indemnification is unavailable to the Underwriters or insufficient to hold them harmless, then the Corporation shall contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Underwriters on the other hand but also the relative fault of the Corporation and the Underwriters, as well as any relevant equitable considerations; provided that the Corporation shall, in any event, contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the Underwriters' Fee.
- (4) The Corporation agrees that in case any legal proceeding shall be brought against the Corporation and/or the Underwriters by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Corporation and/or the Underwriters and any Personnel of the Underwriters shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Underwriters, the Underwriters and/or their Personnel shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Underwriters for time spent by their Personnel in connection therewith at their per-diem rates) and reasonable out-of-pocket expenses incurred by their Personnel in connection therewith shall, subject to the right of indemnity, be paid by the Corporation as they occur, provided that in no circumstances will the Corporation be required to pay the fees and expenses of more than one legal counsel for all of the Underwriters and the Personnel (collectively, the "**Indemnified Persons**"), unless: (a) the Corporation and the Underwriters have mutually agreed to the retention of more than one legal counsel for the Indemnified Persons; or (b) the Indemnified Persons have or any of them has been advised in writing by legal counsel that representation of all of the Indemnified Persons by the same legal counsel would be inappropriate due to actual or potential differing interests between them.
- (5) Promptly after receipt of notice of the commencement of any legal proceeding against the Underwriters or any of their Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation, the Underwriters will notify the Corporation in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Corporation, will keep

the Corporation advised of the progress thereof and will discuss with the Corporation all significant actions proposed. The omission so to notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to the Underwriters except only to the extent that any such delay in giving or failure to give notice as herein before required materially prejudices the defense of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Corporation would otherwise have under this indemnity had the Underwriters not so delayed in giving or failed to give the notice herein before required.

- (6) The Corporation shall have 30 days after receipt of the notice, at its own expense, to participate in and, to the extent it may wish to do so, assume the defense thereof, provided such defense is conducted by experienced and competent counsel. If such defense is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Underwriters, will keep the Underwriters advised of the progress thereof and will discuss with the Underwriters all significant actions proposed.
- (7) Notwithstanding Section 12(6), any Underwriter and/or Personnel shall have the right, at the Corporation's expense, to employ counsel of such Underwriter's and/or Personnel's choice, in respect of the defense of any action, suit, proceeding, claim or investigation if:
(i) the employment of such counsel has been authorized in writing by the Corporation; or
(ii) the Corporation has not assumed the defense and employed counsel therefor within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or
(iii) counsel retained by the Corporation or the Underwriter(s) and/or Personnel has advised the Underwriter(s) and/or Personnel that representation of both parties by the same counsel would be inappropriate because there may be legal defenses available to the Underwriters which are different from or in addition to those available to the Corporation (in which event and to that extent, the Corporation shall not have the right to assume or direct the defense on the Underwriter's and/or Personnel's behalf) or that there is a conflict of interest between the Corporation, the Underwriters and/or Personnel or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Corporation shall not have the right to assume or direct the defense on the Underwriters' and/or Personnel's behalf), provided that in no circumstance shall the Corporation be responsible for more than one set of counsel in each applicable jurisdiction for all of the Underwriters or Personnel.
- (8) No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Underwriters affected, such consent not to be unreasonably withheld, conditioned or delayed. No admission of liability shall be made and the Corporation shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent, such consent not to be unreasonably withheld, conditioned or delayed.
- (9) The indemnity and contribution obligations of the Corporation in this Section 12 shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Personnel and shall be binding upon and enure to

the benefit of any successors, assigns, heirs and personal representatives of the Corporation, the Underwriters and any of the Personnel. The provisions in this Section 12 shall survive the completion of professional services rendered by the Underwriters in connection with the Offering.

Section 13 Expenses

Whether or not the purchase and sale of the Offered Shares shall be completed, the Corporation shall pay all reasonable expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the issue, sale or distribution of the Offered Shares; (ii) all costs incurred in connection with the preparation of documentation relating to the Offering; (iii) the reasonable fees and disbursements of the Corporation's legal counsel; and (iv) all reasonable fees and disbursements of the Underwriters' Canadian legal counsel (up to a maximum of \$100,000 plus applicable taxes and disbursements); and (v) all reasonable other out-of-pocket expenses incurred by the Underwriters in connection with the Offering, in each case whether or not the Offering is completed; provided, however, that any expense in excess of \$5,000 must be approved by the Corporation in writing in advance of being incurred.

Section 14 Liability of the Underwriters

- (1) The obligation of the Underwriters to purchase the Purchased Shares at the Time of Closing shall be several, and not joint, nor joint and several, and shall be as to the following percentages of the Purchased Shares to be purchased at any such time:

Stifel Nicolaus Canada Inc. ⁽¹⁾	70.0%
TD Securities Inc.	10.0%
BMO Nesbitt Burns Inc.	10.0%
Canaccord Genuity Corp.	10.0%
	<u>100%</u>

- (1) Sole bookrunner.
- (2) If one of the Underwriters fails to purchase its applicable percentage of the aggregate amount of the Purchased Shares at the Time of Closing, the other Underwriters shall have the right, but shall not be obligated, to purchase, all but not less than all, of the applicable Purchased Shares which would otherwise have been purchased by the Underwriter that failed to purchase. If, with respect to any such securities, any non-defaulting Underwriter elects not to exercise such right so as to assume the entire obligation of the defaulting Underwriter (the Offered Shares in respect of which the defaulting Underwriter(s) fail to purchase and the non-defaulting Underwriters do not elect to purchase being hereinafter called the "**Defaulted Shares**") and the number of Defaulted Shares exceeds 5% of the number of Purchased Shares to be purchased hereunder, then the Corporation shall have the right to either (a) proceed with the sale of the applicable Purchased Shares (less the Defaulted Shares) to the non-defaulting Underwriters, or (b) terminate its respective obligations hereunder without liability to the non-defaulting Underwriters except under Section 12 and Section 13. Nothing in this Section 14 shall oblige the Corporation to sell the Underwriters less than all of the Purchased Shares or shall relieve an Underwriter in default hereunder from liability to the Corporation.

Section 15 Governing Law and Venue

This Underwriting 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. The parties hereto irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the City of Vancouver, with respect to any dispute related to this Underwriting Agreement.

Section 16 Survival of Representations, Warranties, Covenants and Agreements

Except as expressly provided for in this Underwriting Agreement, all representations, warranties, covenants and agreements (to the extent such covenants and agreements by their terms continue after the closing of the purchase and sale of the Offered Shares) of the Corporation herein contained, or contained in documents submitted or required to be submitted pursuant to this Underwriting Agreement, shall survive the closing of the purchase and sale of the Offered Shares and shall continue in full force and effect, regardless of the closing of the purchase and sale of the Offered Shares, for a period of two years following the Closing Date. Except as expressly provided for in this Underwriting Agreement, all representations, warranties, covenants and agreements of the Underwriters herein contained, or contained in documents submitted or required to be submitted pursuant to this Underwriting Agreement, shall survive the closing of the purchase and sale of the Offered Shares and shall continue in full force and effect, regardless of the closing of the purchase and sale of the Offered Shares, for a period of two years following the Closing Date. Without limitation of the foregoing, the provisions contained in this Underwriting Agreement in any way related to the indemnification or contribution obligations shall survive and continue in full force and effect, indefinitely, subject only to the limitation requirements of applicable Law.

Section 17 No Fiduciary Relationship

The Corporation hereby acknowledges that the Underwriters are acting solely as underwriters in connection with the purchase and sale of the Offered Shares. The Corporation further acknowledges that the Underwriters are acting pursuant to a contractual relationship created solely by this Underwriting 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 Corporation, its management, shareholders or creditors or any other Person in connection with any activity that the Underwriters may undertake or have undertaken in furtherance of the purchase and sale of the Offered Shares, either before or after the date hereof. The Underwriters hereby expressly disclaim any fiduciary or similar obligations to the Corporation, either in connection with the transactions contemplated by this Underwriting Agreement or any matters leading up to such transactions, and the Corporation hereby confirms its understanding and agreement to that effect. The Corporation 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 Corporation regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Offered Shares, do not constitute advice or recommendations to the Corporation. The Corporation hereby waives and releases, to the fullest extent permitted by law, any claims that the Corporation may have against the Underwriters with respect to any breach or alleged breach of any fiduciary or similar

duty to the Corporation in connection with the transactions contemplated by this Underwriting Agreement or any matters leading up to such transactions.

Section 18 Notices

All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery, by mail or by electronic mail, delivered to such other party as follows:

- (a) to the Corporation at:

Capitan Silver Corp.
550 – 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Alberto Orozco
Email: aorozco@capitansilver.com

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

Bennett Jones LLP
One First Canadian Place, Suite 3400
100 King Street West
Toronto, ON M5X 1A4

Attention: Andrew Disipio
Email: disipioa@bennettjones.com

- (b) to Stifel, on behalf of the Underwriters, at:

Stifel Nicolaus Canada Inc.
161 Bay Street, Suite 3800
Toronto, ON M5J 2S1

Attention: Stephen Delaney, Managing Director, Investment Banking
Email: *[Redacted – Personal Information]*

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

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Attention: Alex Nikolic
Email: anikolic@fasken.com

or at such other address as may be given by either of them to the other in writing from time to time and such notices or other communications shall be deemed to have been received when delivered or, if sent by electronic mail prior to 5:00 p.m. (Toronto time) on a Business Day, on the date that it is sent, and thereafter, on the first Business Day following the day on which it is sent.

Section 19 Counterpart Signature

This Underwriting Agreement may be executed in one or more counterparts and may be executed and delivered by electronic means, which together shall constitute an original copy hereof as of the date first noted above.

Section 20 Time of the Essence

Time shall be of the essence in this Underwriting Agreement.

Section 21 Severability

If any provision of this Underwriting Agreement is determined to be void or unenforceable, in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Underwriting Agreement and shall be severable from this Underwriting Agreement.

Section 22 Entire Agreement and Amendment

This Underwriting Agreement constitutes the entire agreement among the Underwriters and the Corporation relating to the subject matter hereof and shall supersede any and all prior negotiations, understandings and agreements, whether oral or written, between the Underwriters and the Corporation with respect to the subject matter hereof, including, for greater certainty, the engagement letter between the Corporation and Stifel dated December 7, 2025. This Underwriting Agreement may be amended or modified in any respect by written instrument only signed by the Corporation and the Underwriters. This Underwriting Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns provided that no party may assign this Underwriting Agreement or any rights or obligations hereunder without the prior written consent of the other parties.

Section 23 Acknowledgement

- (1) The Corporation acknowledges that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold and make statements or investment recommendations and/or publish research reports with respect to the Corporation and/or the Offering that differ from the views of its investment bankers. The Corporation hereby waives and releases, to the fullest extent permitted by Law, any claims that the Corporation may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views

or advice communicated to the Corporation by such Underwriters' investment banking divisions. The Corporation acknowledges that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable Canadian Securities Laws and U.S. Securities Laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies which may be the subject to the transactions contemplated by this Underwriting Agreement.

- (2) All steps which must or may be taken by the Underwriters hereunder, with the exception of the matters relating to (i) termination of purchase obligations; and (ii) indemnification, contribution and settlement, may be taken by Stifel, on behalf the Underwriters. The execution of this Underwriting Agreement by the other Underwriters and by the Corporation shall constitute the Corporation's authority and obligation for accepting notification of any such steps from Stifel.

Section 24 Language

The parties have expressly required this Underwriting Agreement and all other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties ont expressément demandé que la présente convention de prise ferme ainsi que tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

Section 25 Acceptance

If this Underwriting Agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Corporation, please communicate your acceptance by executing where indicated below.

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

Yours very truly,

STIFEL NICOLAUS CANADA INC.

By: “Stephen Delaney”
Name: Stephen Delaney
Title: Managing Director

TD SECURITIES INC.

By: “Mark Tiberio”
Name: Mark Tiberio
Title: Director

BMO NESBITT BURNS INC.

By: “Ilan Bahar”
Name: Ilan Bahar
Title: Managing Director & Co-Head,
Global Metals & Mining

CANACCORD GENUITY CORP.

By: “Earle McMaster”
Name: Earle McMaster
Title: Managing Director, Investment
Banking

The foregoing accurately reflects the terms of the transaction that we are to enter into and such terms are agreed to.

ACCEPTED as of this 17th day of December, 2025.

CAPITAN SILVER CORP.

By: “Alberto Orozco”

Name: Alberto Orozco

Title: Chief Executive Officer

SCHEDULE “A”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule “A” to the underwriting agreement dated December 17, 2025 among Capitan Silver Corp., Stifel Nicolaus Canada Inc., TD Securities Inc., BMO Nesbitt Burns Inc. and Canaccord Genuity Corp. (the “Underwriting Agreement”).

As used in this Schedule “A”, the following terms shall have the following meanings:

“**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, 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 Offered Shares, 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 Offered Shares;

“**Foreign Issuer**” means a “foreign issuer” as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) 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 at 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: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

“**General Solicitation or General Advertising**” means “general solicitation” or “general advertising”, as used in Rule 502(c) of Regulation D, including, but 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 or television or on the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

“**Offshore Transaction**” means “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;

“**Regulation D**” means Regulation D under the U.S. Securities Act;

“**Regulation S**” means Regulation S under the U.S. Securities Act; and

“**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Rule 902(j) of Regulation S.

All other capitalized terms used but not otherwise defined in this Schedule “A” shall have the

meanings assigned to them in the Underwriting Agreement.

A. Representations, Warranties and Covenants of the Corporation

The Corporation represents and warrants to and covenants with each of the Underwriters, as of the date hereof and as of the Closing Date, that:

1. It is, and on the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest with respect to its common shares.
2. Except with respect to offers and sales of Offered Shares in accordance with this Schedule “A” to Purchasers that are Substituted Purchasers that are U.S. Accredited Investors, which may include U.S. Accredited Investors that are also Qualified Institutional Buyers, in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, none of the Corporation, any of its affiliates, or any person acting on any of its or their behalf (other than the Underwriters, the Selling Firms, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Shares to a person in the United States; or (B) any sale of Offered Shares unless, at the time the buy order was or will, have been originated, (i) the purchaser is outside the United States or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believe that the purchaser is outside the United States.
3. None of the Corporation, its affiliates or any person acting on any of its or their behalf (other than the Underwriters, the Selling Firms, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) (i) has made or will make any Directed Selling Efforts, or (ii) has engaged or will engage in any form of General Solicitation or General Advertising or has acted or will act in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act with respect to offers and sales of the Offered Shares in the United States.
4. The Corporation is not, and as a result of the sales of the Offered Shares contemplated hereby will not be, registered or required to be registered as an “investment company” under the United States Investment Company Act of 1940, as amended.
5. The Corporation has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, any of its securities in the United States in a manner that would be integrated with and would cause the exemption from registration provided by Rule 506(b) of Regulation D to be unavailable with respect to offers and sales of the Offered Shares pursuant to this Schedule “A”.
6. The Corporation has not taken and will not take any action that would cause the exclusion from registration provided by Rule 903 of Regulation S to be unavailable with respect to offers and sales of the Offered Shares outside the United States, or the exemption from registration provided by Rule 506(b) of Regulation D to be unavailable with respect to

offers and sales of the Offered Shares in the United States, pursuant to the Underwriting Agreement.

7. With respect to the Offered Shares to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Securities**”), none of the Corporation, any of its predecessors, any director, executive officer, other officer of the Corporation participating in the offering, any beneficial owner of 20% or more of the Corporation’s outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act but excluding the Underwriters, the Selling Firms, their respective affiliates or any person acting on its or their behalf, as to whom the Corporation makes no representation, warranty or covenant) connected with the Corporation in any capacity at the time of sale (each, an “**Issuer Covered Person**” and, together, “**Issuer Covered Persons**”) is subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act (a “**Disqualification Event**”). The Corporation has exercised reasonable care to determine: (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Corporation has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Underwriters a copy of any disclosures provided thereunder. The Corporation has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Underwriters, the Selling Firms or the U.S. Affiliates) for solicitation of purchasers of the Regulation D Securities. The Corporation will notify the Underwriters and the U.S. Affiliates in writing, prior to the Closing Date, of (a) any Disqualification Event relating to any Issuer Covered Person not previously known and disclosed by the Corporation hereunder, and (b) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.
8. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable blue-sky laws in connection with the offer and sale of the Offered Shares.
9. None of the Corporation, any of its affiliates or any person acting on any of its or their behalf (other than the Underwriters, the Selling Firms, their respective affiliates and any person acting on any of their behalf as to whom the Corporation makes no representation, warranty or covenant) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Shares.
10. None of the Corporation or any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminary or permanently enjoining such person for failure to comply with Rule 503 under Regulation D.
11. None of the Corporation or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section

12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Exchange Act.

12. The Corporation shall cause each such Purchaser that is a Direct Settler to execute and deliver to the Corporation a U.S. Accredited Investor Certificate in the form attached as Exhibit B to the form of Subscriber Questionnaire for Direct Settlers.

B. Representations, Warranties and Covenants of the Underwriters

Each Underwriter, severally and not jointly or jointly and severally with respect to the other Underwriters, on behalf of itself and its U.S. Affiliate, represents and warrants to and covenants and agrees with the Corporation, as of the date hereof and as at the Closing Date, that:

1. It acknowledges that the Offered Shares have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold except pursuant to an exclusion or exemption from the registration requirements of the U.S. Securities Act and any U.S. state securities laws. It has offered and sold and will offer and sell the Offered Shares only (i) outside the United States in an Offshore Transaction in accordance with Rule 903 of Regulation S, or (ii) in the United States to Substituted Purchasers that are U.S. Accredited Investors, which may include U.S. Accredited Investors that are also Qualified Institutional Buyers, in compliance with Rule 506(b) of Regulation D; and, in each case, in accordance with this Schedule "A". Accordingly, none of the Underwriters, their U.S. Affiliate or any persons acting on any of their behalf: (i) have engaged or will engage in any Directed Selling Efforts; or (ii) except as permitted by this Schedule "A", have made or will make (x) any offers to sell Offered Shares in the United States or (y) any sale of Offered Shares unless at the time the purchaser made its buy order therefor, the Underwriter, its U.S. Affiliate or any other person acting on any of their behalf reasonably believed that such purchaser was outside the United States.
2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Shares, except with a U.S. Affiliate or with the prior written consent of the Corporation.
3. It shall require its U.S. Affiliates and Selling Firms to agree, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that its U.S. Affiliates and Selling Firms comply with, the Underwriting Agreement and the provisions of this Schedule "A" as if such provisions applied to such U.S. Affiliates and Selling Firms.
4. All offers and sales of Offered Shares in the United States will be effected in transactions that are exempt from the registration or qualification provisions of applicable state securities laws by U.S. Affiliates in accordance with all applicable U.S. federal and state broker-dealer requirements. Each of such U.S. Affiliates is, and will be on the date of each offer or sale of Offered Shares in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial

Industry Regulatory Authority, Inc.

5. Any offer, sale or solicitation of an offer to buy Offered Shares that has been made or will be made in the United States, was or will be made only to U.S. Accredited Investors, including U.S. Accredited Investors that are also Qualified Institutional Buyers, in each case on a Substituted Purchaser basis in transactions that are exempt from registration under the U.S. Securities Act and all applicable state securities laws.
6. Offers and sales of Offered Shares in the United States have not been and shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
7. At least two business day prior to the Closing Date, the Underwriter shall provide the Corporation and its transfer agent with a list of Purchasers solicited by it that are in the United States, together with their addresses (including state of residence), the number of Offered Shares purchased, the registration and delivery instructions for the Offered Shares and the applicable form of Subscriber Questionnaire completed by each Purchaser in the United States.
8. Each offeree in the United States will be provided with a copy of the applicable form of Subscriber Questionnaire and the LIFE Offering Document, and no other written material will be used in connection with the offer or sale in the United States.
9. Prior to any sale of Offered Shares in the United States to persons that are (i) Qualified Institutional Buyers, the U.S. Affiliates shall cause each such Purchaser thereof to execute and deliver to the Corporation, the Underwriters and the U.S. Affiliates a U.S. Qualified Institutional Buyer Letter in the form attached as Exhibit A to the form of Subscriber Questionnaire; and (ii) otherwise, except in the case of a Direct Settler, the U.S. Affiliates shall cause each such purchaser thereof to execute and deliver to the Corporation, the Underwriters and the U.S. Affiliates a U.S. Accredited Investor Certificate in the form attached as Exhibit B to the form of Subscriber Questionnaire.
10. All Purchasers of Offered Shares in the United States shall be informed that the Offered Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and are being offered and sold to such Purchasers in reliance on an exemption from the registration requirements of the U.S. Securities Act. Qualified Institutional Buyers shall be further informed that, in consideration of the fact the Offered Shares will be issued without a restrictive legend, such Purchasers shall adopt and implement internal controls and procedures to ensure the applicable transfer restrictions described in the Subscriber Questionnaire are complied with.
11. At closing, the Underwriter, together with its U.S. Affiliate, will provide a certificate, substantially in the form of Exhibit A to this Schedule, relating to the manner of the offer and sale of the Offered Shares in the United States, or will be deemed to have represented and warranted that they did not offer or sell Offered Shares in the United States.

12. None of the Underwriters, their U.S. Affiliates, or any person acting on any of their behalf, has taken, or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Shares.
13. With respect to the Regulation D Securities, the Underwriter represents that none of (i) the Underwriter or its U.S. Affiliate, (ii) the Underwriter or its U.S. Affiliate's general partners or managing members, (iii) any of the Underwriter's or its U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Underwriter's or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any Disqualification Event.
14. The Underwriter represents that it is not aware of any person (other than any Underwriter, U.S. Affiliate or Selling Firm) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.
15. The Underwriter represents that if it is purchasing any Offered Shares on the Closing Date, it (i) was not offered the Offered Shares in the United States, nor was it in the United States at the time it entered into the Underwriting Agreement or any other buy order for the Offered Shares, (ii) is not a U.S. Person, (iii) is not acquiring the Offered Shares for the account or benefit of a person in the United States or a U.S. Person, (iv) is not purchasing the Offered Shares as the result of any Directed Selling Efforts and (v) acknowledges that it has no intention to distribute either directly or indirectly any of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons except in compliance with the U.S. Securities Act and any applicable state securities laws.

EXHIBIT A

UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of common shares in the capital of Capitan Silver Corp. (the “**Corporation**”) pursuant to the underwriting agreement dated December 17, 2025 among the Corporation and the Underwriters named therein (the “**Underwriting Agreement**”), each of the undersigned does hereby certify to the Corporation as follows:

- (a) The undersigned U.S. Affiliate is, and at all relevant times was, a duly registered broker or dealer under the U.S. Exchange Act and 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 a member in good standing of the Financial Industry Regulatory Authority, Inc., and all offers and sales of Offered Shares in the United States have been effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements and in compliance with, or pursuant to exemptions from, the registration or qualification requirements of all applicable state securities laws;
- (b) Immediately prior to making any offer to an offeree of Offered Shares in the United States, we had reasonable grounds to believe and did believe that the offeree was either a Qualified Institutional Buyer or a U.S. Accredited Investor and, on the date hereof, we continue to reasonably believe that each such person is either a Qualified Institutional Buyer or a U.S. Accredited Investor;
- (c) Prior to any sale of Offered Shares in the United States, the U.S. Affiliate caused each purchaser thereof to complete the applicable form of Listed Issuer Financing Exemption - Subscriber Questionnaire, including Exhibit A or Exhibit B as applicable;
- (d) No form of General Solicitation or General Advertising or any form of public offering within the meaning of the U.S. Securities Act was used by us in connection with the offer or sale of Offered Shares in the United States;
- (e) We have not taken and will not take any action that would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the Offering;
- (f) With respect to Regulation D Securities, each of the undersigned represents that none of its Dealer Covered Persons is subject to any Disqualification Event;
- (g) Each of the undersigned is not aware of any person (other than any Underwriter, U.S. Affiliate or Selling Firm) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of any Regulation D Securities; and
- (h) The offering of Offered Shares has been conducted by us in accordance with the terms of the Underwriting Agreement including Schedule “A” thereto.

Capitalized terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule “A” thereto) unless otherwise defined herein. The Corporation and its counsel shall be entitled to rely on delivery of an electronic mail or facsimile copy of this Underwriter’s Certificate and the representations and warranties contained herein.

Dated this ____ day of _____, 2025.

[NAME OF UNDERWRITER]

[U.S. AFFILIATE]

By: _____

By: _____

Name:

Name:

Title:

Title: