AGENCY AGREEMENT

February 19, 2026

Marimaca Copper Corp.
2200 – 885 West Georgia St.
Vancouver, British Columbia
V6C 3E8

Attention: **Hayden Locke, President and Chief Executive Officer**

Dear Sir:

The undersigned, Beacon Securities Limited ("**Beacon**") and BMO Nesbitt Burns Inc. ("**BMO**" and together with Beacon, the "**Co-Lead Agents**"), together with National Bank Financial Inc., ATB Capital Markets Corp., Paradigm Capital Inc. and Raymond James Ltd. (collectively with the Co-Lead Agents, the "**Agents**" and each an "**Agent**"), each on its own behalf understand that Marimaca Copper Corp. (the "**Company**") proposes to issue and sell 13,650,000 Common Shares (the "**Treasury Shares**") at a price of $10.00 per Treasury Share (the "**Issue Price**") for aggregate gross proceeds of $136,500,000 (the "**Treasury Offering**"). Contemporaneously with the Treasury Offering, Greenstone Resources II L.P. and Greenstone Co-Investment No. 1 (Coro) L.P. (the "**Selling Shareholders**") propose to sell 12,049,087 Common Shares at the Issue Price for $120,490,870 (the "**Secondary Offering**" and together with the Treasury Offering, the "**Canadian Offering**") pursuant to the Prospectus Supplement (as defined herein) and subject to the terms and conditions set out in the Secondary Agency Agreement (as defined herein). The Treasury Offering is not subject to any minimum aggregate gross proceeds requirement.

Concurrently with the Canadian Offering, Greenstone Resources II L.P. and certain other shareholders intend to complete a brokered placement of CHESS depositary interests in the Company (the "**CDIs**") at a price of A$10.35 per CDI (together with the Treasury Offering and the Secondary Offering, the "**Global Offering**"). The aggregate gross proceeds intended to be raised in connection with the Global Offering will be $409,000,000, or such other amount as may be agreed to between the Company and the Co-Lead Agents and subject to the final determination of the allocation of such proceeds as between the Company and the Co-Lead Agents.

The Company wishes to appoint the Co-Lead Agents as co-lead agents and co-bookrunners, and the Agents as its agents in connection with the Treasury Offering, and to effect the sale of the Treasury Shares on a commercially reasonable efforts agency basis. In connection with the Treasury Offering, the Agents shall be entitled to retain as sub-agents, other registered investment dealers and may receive subscriptions for Treasury Shares from other registered investment dealers acceptable to the Company (each, a "**Selling Firm**"). The fee payable to such Selling Firm shall be for the account of, and paid for solely by the applicable Agents.

The Company has filed a final short form base shelf prospectus (the "**Base Shelf Prospectus**") dated January 9, 2026, qualifying for distribution of up to $500,000,000 aggregate principal amount of common shares, common share purchase warrants, units and subscription receipts of the Company (collectively, the "**Shelf Securities**") with the Canadian Securities Regulators (as defined herein). The OSC (as defined herein), as principal regulator, has issued a receipt dated January 9, 2026 pursuant to Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* in respect of the Base Shelf Prospectus. The Company is qualified to distribute the Shelf Securities in all provinces and territories in Canada (the "**Canadian Filing Jurisdictions**") under the Base Shelf Prospectus pursuant to Applicable Securities Laws in Canada, including the rules and procedures established pursuant to NI 44-101 and NI 44-102 (as defined herein) (together, the "**Canadian Shelf Procedures**").

It is understood that the Treasury Shares will be offered to Purchasers resident in: (i) all provinces and territories of Canada, except Quebec and Nunavut by way of the Prospectus (as defined herein) pursuant to the Canadian Shelf Procedures ("**Canadian Offering Jurisdictions**"); and (ii) jurisdictions other than the Canadian Offering Jurisdictions as may mutually be agreed to by the Company and the Co-Lead Agents, including the United States in accordance with Schedule A hereto (collectively with the Canadian Offering Jurisdictions, the "**Offering**

Jurisdictions"), each by way of a private placement and provided that the Company is not required to file a prospectus, registration statement or other disclosure document or become subject to any other registration, reporting or other similar requirements, including but not limited to any continuous disclosure obligations in such other jurisdictions, in each case in accordance with the provisions of this Agreement and with applicable securities laws. With respect to the offer or sale of any Treasury Shares in the United States to QIBs (as defined herein), the parties to this Agreement acknowledge and agree that the Agents may appoint one or more U.S. Placement Agents (as defined herein) to act as sub-agent to conduct offers and sales of the Treasury Shares in the United States to QIBs.

The Agents acknowledge that the Treasury Shares have not been and will not be registered under the U.S. Securities Act or any U.S. Securities Laws (each as defined herein) and may not be offered or sold in the United States, except pursuant to exemptions from the registration requirements of the U.S. Securities Act and U.S. Securities Laws, and only to QIBs, in the manner specified in this Agreement, including pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Company, the Agents and the U.S. Placement Agent contained in Schedule A hereto. All offers and sales of the Treasury Shares in the United States will be made solely to QIBs and shall be conducted exclusively through one or more U.S. Placement Agents.

1. Interpretation

Unless expressly provided otherwise, where used in this Agreement or any schedule hereto, the following terms shall have the following meanings, respectively:

"**$**" or "**C$**" means Canadian dollars;

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**" and "**subsidiary**" have the respective meanings given to them in the *Securities Act* (Ontario);

"**Agent**" and "**Agents**" have the respective meanings given to it in the first page of this Agreement;

"**Agent Information**" means, in respect of the Offering Documents, any information and statements contained therein relating solely to the Agents or the U.S. Placement Agents and furnished in writing by the Agents or the U.S. Placement Agents specifically for inclusion therein;

"**Agents' Commission**" has the meaning given to it in Section 9;

"**Agents' Counsel**" means Baker & McKenzie LLP, counsel to the Agents in connection with the Treasury Offering;

"**Agreement**" means this agreement, including all schedules and exhibits hereto, as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Applicable Securities Laws**" means, collectively, and, as the context may require, (i) the securities laws of each of the Canadian Filing Jurisdictions and the respective regulations and rules made under those securities laws together with all applicable published policy statements, blanket orders and rulings of the Canadian Securities Regulators and all published discretionary orders or rulings, if any, of the Canadian Securities Regulators applicable to the transactions contemplated by this Agreement; and (ii) U.S. Securities Laws;

"**ASX**" means the Australian Securities Exchange;

"**Auditors**" means PricewaterhouseCoopers LLP, Chartered Professional Accountants, being the auditors of the Company;

"**Base Shelf Prospectus**" has the meaning given to it in the first page of this Agreement;

"**Beacon**" has the meaning given to it in the first page of this Agreement;

"**BMO**" has the meaning given to it in the first page of this Agreement;

"**Broker Syndicate and Fee Arrangement Agreement**" means the broker syndicate and fee arrangement agreement dated February 17, 2026 between the Company, Beacon, BMO, Euroz Hartleys Limited and Canaccord Genuity (Australia) Limited;

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

"**Canadian Filing Jurisdictions**" has the meaning given to it in the first page of this Agreement;

"**Canadian Offering**" has the meaning given to it in the first page of this Agreement;

"**Canadian Offering Jurisdictions**" has the meaning given to it in the first page of this Agreement;

"**Canadian Securities Regulators**" means, collectively, the securities commissions or similar regulatory authorities in each of the Canadian Filing Jurisdictions and "**Canadian Securities Regulator**" means any one of them;

"**Canadian Shelf Procedures**" has the meaning given to it in the first page of this Agreement;

"**CDIs**" has the meaning given to it in the first page of this Agreement and "**CDI**" means any one of them;

"**CDS**" means CDS Clearing and Depositary Services Inc., or its nominee;

"**CFPOA**" means the *Corruption of Foreign Public Officials Act* (Canada), as amended;

"**CHESS**" means CHESS Depositary Nominees Pty Limited;

"**Claims**" has the meaning given to it in Section 14;

"**Closing**" means the completion of the issue and sale by the Company of the Treasury Shares pursuant to the terms and conditions of this Agreement on the Closing Date;

"**Closing Date**" means February 26, 2026 or such other date as may be agreed to in writing by the Company and the Co-Lead Agents;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on such Closing Date as the Company and the Co-Lead Agents may agree;

"**Common Share**" means the common shares in the capital of the Company;

"**Company**" has the meaning given to it in the first page of this Agreement;

"**Company's Counsel**" means McCarthy Tétrault LLP;

"**comparables**" has the meaning given to it in NI 41-101;

"**Concurrent Agreements**" means the Broker Syndicate and Fee Arrangement Agreement and the Secondary Agency Agreement;

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

"**Distribution Period**" means the period commencing on the date of this Agreement and ending on the date on which all of the Offered Shares have been sold by the Agents to the public or the date on which the Agents have ceased distributing the Offered Shares;

"**Documents Incorporated by Reference**" means the documents referenced in the Prospectus and any Prospectus Amendment, as applicable, under the heading "Documents Incorporated by Reference";

"**Due Diligence Sessions**" has the meaning given to it in Section 3(e);

"**Engagement Letter**" means the letter agreement dated February 17, 2026 between the Company and the Co-Lead Agents with respect to the Treasury Offering;

"**Environmental Laws**" has the meaning given to it in Section 8(jjj);

"**Environmental Orders**" means any written directive, ruling, order, injunction, decree, decision, investigation, proceeding or letter from any Governmental Authority, relating to non-compliance with or breach of any reclamation obligation or Environmental Law;

"**Financial Statements**" means (i) the audited consolidated financial statements of the Company for the years ended December 31, 2024 and 2023 (together with the notes thereto); and (ii) the unaudited condensed interim consolidated financial statements of the Company for the three and nine months ended September 30, 2025 and 2024 (together with the notes thereto);

"**Global Offering**" has the meaning given to it in the first page of this Agreement;

"**Governmental Authority**" means any (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department or political subdivision of any of the foregoing, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) subdivision, agent, commission, board, or authority of any of the foregoing, (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, and (iv) securities regulatory authorities or stock exchanges;

"**Hazardous Substance**" has the meaning given to it in Section 8(jjj);

"**Indemnified Party**" and "**Indemnified Parties**" have the respective meanings given to them in Section 14;

"**Indigenous Group**" means any first nations, Métis and/or indigenous and/or aboriginal person(s), tribe(s) and/or band(s) of Canada or Chile;

"**Indigenous Group Claims**" means any written claims, assertions or demands, whether proven or unproven, made by any Indigenous Group to the Company, its Subsidiaries or a Governmental Authority, or any representatives thereof, in respect of asserted or proven aboriginal rights, aboriginal title, treaty rights or any other aboriginal interest in or to all or any portion of a Project or the Project Real Property;

"**Issue Price**" has the meaning given to it in the first page of this Agreement;

"**knowledge of the Company**" or "**Company's knowledge**" or similar expressions means to the actual knowledge of the President and Chief Executive Officer and/or the Chief Financial Officer of the Company, after due inquiry;

"**Laws**" means any federal, provincial, state, municipal, domestic or foreign law, statute, ordinance, regulation, rule, by-law, judgment, decree, code, protocol, guidelines, directions, notices, order or award of any authority having jurisdiction over the Company or the Agents, as applicable;

"**Leased Premises**" means the premises which are used or otherwise occupied by the Company or any Subsidiary and which the Company or any Subsidiary use or occupy, as applicable, as tenant, sub-tenant, leasee, subleasee or otherwise;

"**Marimaca Project**" the Marimaca copper project located in Chile's Antofagasta region, including the Marimaca Oxide Deposit, the Mercedes, Tarso and Sierra extensions, as further described in the Prospectus and the Technical Report;

"**marketing materials**" has the meaning given to it in NI 41-101;

"**material adverse effect**" means any change, effect, event, occurrence or change in a state of facts that is, or would reasonably be expected to be, individually or in the aggregate, material and adverse to the business, operations, financial condition, affairs, results, assets, properties, rights, liabilities (contingent or otherwise) or prospects of the Company and the Subsidiaries taken as a whole;

"**misrepresentation**" means (i) an untrue statement of a material fact; or (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

"**Money Laundering Laws**" has the meaning given to it in Section 8(dddd);

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*, of the Canadian Securities Administrators;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*, of the Canadian Securities Administrators;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*, of the Canadian Securities Administrators;

"**NI 44-102**" means National Instrument 44-102 – *Shelf Distributions*, of the Canadian Securities Administrators;

"**NI 52-110**" means National Instrument 52-110 – *Audit Committees*, of the Canadian Securities Administrators;

"**Notice**" has the meaning given to it in Section 23;

"**Offered Shares**" means, collectively, the Treasury Shares and the Secondary Shares;

"**Offering Documents**" means, collectively, the Prospectus and any Prospectus Amendment;

"Offering Jurisdictions" has the meaning given to it in the first page of this Agreement;

"**OSC**" means the Ontario Securities Commission;

"**Permit**" means any material certificate, authority, approval, qualification, consent, concession, registration, rights, privileges, order, exemption, permit or licence issued by appropriate state, provincial, municipal or federal, regulatory agencies or bodies necessary to the conduct of the business of the Company and the Subsidiaries, as applicable, as such business is currently conducted as well as in connection with the Projects and the activities conducted thereon;

"**person**" means a natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, corporation or company (with or without share capital), limited liability company, trust, unincorporated association, joint venture or other entity or authority;

"**Projects**" means the Marimaca Project and the Sierra de Medina Project;

"**Project Properties**" means, collectively, all of the properties, assets, undertaking and rights of the Company and its Subsidiaries in and relating to the Projects, whether now owned or leased, including real property (and specifically including the Project Real Property), personal property and mineral interests, mineral claims, mineral concessions, mineral leases and other mineral rights;

"**Project Real Property**" means, collectively, all real property interests and all surface access rights held by the Company or its Subsidiaries relating to the Projects, and all buildings, structures, improvements, appurtenances and fixtures thereon or attached thereto, whether created privately or by the action of any Governmental Authority. "**Project Real Property**" shall also include any term extension, renewal, replacement, conversion or substitution of any such real property interests and surface access rights, owned or in respect of which an interest is held, directly or indirectly, by the Company or its Subsidiaries at any time during the term of this Agreement and the period of distribution of the Treasury Shares, whether or not such ownership or interest is held continuously;

"**Prospectus**" means, collectively, the Base Shelf Prospectus, which has been filed with the Canadian Securities Regulators in accordance with the Canadian Shelf Procedures, as supplemented by the prospectus supplement of the Company to be dated on or about February 19, 2026 in respect of the distribution of the Offered Shares, and any Prospectus Amendment thereto, in each case including all Documents Incorporated by Reference;

"**Prospectus Amendment**" means any amendment to the Prospectus prior to the expiry of the Distribution Period;

"**Public Record**" means all information filed by or on behalf of the Company with the Canadian Securities Regulators and accessible on SEDAR+ since January 1, 2023 including without limitation, the Documents Incorporated by Reference, in compliance, or intended compliance, with the continuous disclosure obligations imposed on the Company under any Applicable Securities Laws in Canada;

"**Purchasers**" means the purchasers of the Treasury Shares at the Closing Time;

"**QIB**" means "qualified institutional buyer" as such term is defined in Rule 144A under the U.S. Securities Act;

"**Regulation D**" means Regulation D promulgated under the U.S. Securities Act;

"**Regulation S**" means Regulation S promulgated under the U.S. Securities Act;

"**Secondary Agency Agreement**" means the agency agreement between the Selling Shareholders and the Agents in connection with the Secondary Offering dated as of the date hereof;

"**Secondary Offering**" has the meaning given to it in the first page of this Agreement;

"**Secondary Shares**" means 12,049,087 Common Shares to be sold by the Selling Shareholders pursuant to the Secondary Offering;

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

"**Selling Firm**" has the meaning given to it in the first page of this Agreement;

"**Selling Shareholders**" has the meaning given to it in the first page of this Agreement;

"**Selling Shareholder Information**" means, in respect of the Offering Documents, any information and statements contained therein relating solely to the Selling Shareholders and furnished in writing by the Selling Shareholders to the Agents or he Company (or their respective legal counsel) specifically for inclusion therein;

"**Shelf Securities**" has the meaning given to it in the first page of this Agreement;

"**Sierra de Medina Project**" means the project located approximately 85km north-northeast of Antofagasta, Chile and approximately 28km east of the Marimaca Project, including the Pías, Antennas, Pampa Medina and the Madrugador areas, as further described in the Prospectus;

"**Standard Listing Conditions**" means the customary and standard post-Closing conditions imposed by the TSX in similar circumstances which will be set forth in a conditional approval letter from the TSX approving the Treasury Offering addressed to the Company;

"**standard term sheet**" has the meaning given to it in NI 41-101;

"**Subsidiaries**" means Compañía Minera Cielo Azul Limitada, Inversiones Cielo Azul Limitada and Sociedad Contractual Minera Compañía Minera NewCo Marimaca and "**Subsidiary**" means any one of them;

"**Taxes**" has the meaning given to it in Section 8(ggg);

"**Technical Report**" means the technical report titled "*Marimaca Oxide Deposit Project, NI 43-101 Technical Report & Feasibility Study, Antofagasta Region, Chile*" dated October 8, 2025 (with an effective date of August 25, 2025); as filed on SEDAR+ on the Company's profile;

"**template version**" has the meaning given to it in NI 41-101, and includes any revised template version of marketing materials as contemplated under NI 41-101 and NI 44-101;

"**Transfer Agent**" means Computershare Investor Services Inc., in its capacity as transfer agent and registrar for the Company in respect of the Common Shares, or any successor thereto;

"**Treasury Offering**" has the meaning given to it in the first page of this Agreement;

"**Treasury Shares**" has the meaning given to it in the first page of this Agreement;

"**TSX**" means the Toronto Stock Exchange;

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

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

"**U.S. Memorandum**" has the meaning given to it in Section 5(b);

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

"**U.S. Placement Agent**" means a United States registered broker-dealer acting in connection with the Treasury Offering that is (i) an affiliate of an Agent; (ii) appointed by an Agent as a sub-agent; or (iii) acting with an Agent in compliance with Rule 15a-6 under the U.S. Exchange Act;

"**U.S. Securities Act**" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and

"**U.S. Securities Laws**" means all applicable securities laws of the United States including, but not limited to, the U.S. Securities Act and the U.S. Exchange Act and the applicable state securities laws and the respective rules, regulations, orders and rulings under such laws, together with applicable published policies, policy statements and notices of the securities regulatory authorities in the United States and each applicable state;

Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and vice versa and words importing gender include all genders. References to "paragraph", "Section" or "Subsection" (unless the context otherwise requires) are to the appropriate paragraphs, Sections or Subsections of this Agreement. The division of this 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 Agreement.

Unless the context otherwise requires, any reference to a statute shall be deemed to include regulations made pursuant thereto, all amendments in force from time to time, and any statute or regulation that may be passed that has the effect of supplementing or superseding the statute or regulation referred to.

The following are the schedules attached to this Agreement, which schedules are deemed to be a part of this Agreement and are hereby incorporated by reference herein:

Schedule A – Compliance with United States Securities Laws

2. Appointment of Agents and Nature of Appointment

(a) The Company hereby appoints the Co-Lead Agents as co-lead agents and co-bookrunners, and the Agents as the Company's agents in connection with the Treasury Offering, to effect the sale of the Treasury Shares in the Offering Jurisdictions, on a commercially reasonable efforts agency basis on the terms and conditions hereinafter provided.

(b) Each of the Agents agrees to act as the Company's agent for such purpose and to use its commercially reasonable efforts to effect the sale of the Treasury Shares on the Company's behalf, directly and through the Selling Firms (including, for the avoidance of doubt, any U.S. Placement Agent), subject to the terms and conditions hereinafter provided. It is understood that the Agents shall act as agents only and shall not at any time be obligated to purchase or to arrange for any financing or purchase of any Treasury Shares, although any Agent may purchase the Treasury Shares if it so desires.

(c) Each of the Agents agrees to sell the Treasury Shares only in accordance with, and in a manner permitted by, applicable Laws, including Applicable Securities Laws and only in those Offering Jurisdictions where they may be lawfully offered for sale or sold, and such Agent shall require any Selling Firm (including, for the avoidance of doubt, any U.S. Placement Agent) to so comply. Each of the Agents further agrees, subject to receipt of the same from the Company, to deliver a copy of the Prospectus to all Purchasers and to deliver a copy of all Prospectus Amendments to all persons to whom copies of the Prospectus are delivered.

(d) Each of the Agents hereby represents and warrants that: (i) it is duly qualified under Applicable Securities Laws in Canada to effect the sale of the Treasury Shares in the Canadian Offering Jurisdictions; (ii) it and each Selling Firm that is not registered as a broker-dealer under Section 15 of the U.S. Exchange Act will not offer or sell any of the Treasury Shares in the United States other than through a U.S. Placement Agent that is so registered and/or in compliance with Rule 15a-6 under the U.S. Exchange Act; and (iii) all offers and sales of the Treasury Shares in the United States will be effected by a U.S. Placement Agent in accordance with all applicable U.S. federal and state broker-dealer requirements. Each such U.S. Placement Agent is, and will be on the date of each offer or sale of the Treasury 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 states' broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.

(e) Each of the Agents may appoint Selling Firms duly qualified in their respective jurisdictions, as its agent to assist in the Treasury Offering and shall ensure that each Selling Firm agrees to comply with the covenants and obligations given by the Agents herein, to the extent applicable, and shall offer the Treasury Shares for sale in the Offering Jurisdictions directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Agents agree to obtain such an agreement of each Selling Firm. The Agents may determine the remuneration payable to such Selling Firms, which remuneration, if any, shall comprise a portion of the Agents' Commission payable hereunder, shall be for the account of, and paid for by, the applicable Agent.

(f) Each of the Agents shall use its commercially reasonable efforts to complete the distribution of the Treasury Shares pursuant to the Prospectus as early as practicable following the Closing Time and the Co-Lead Agents shall advise the Company in writing when the Agents have completed the distribution of the Treasury Shares and within 25 days of the Closing Date, provide a breakdown of the number of Treasury Shares distributed and proceeds received in (i) each of the Canadian Offering Jurisdictions; and (ii) in any other Offering Jurisdictions.

(g) The Company hereby expressly acknowledges, agrees and accepts that any representations, warranties and covenants given by the Agents herein are given on a several basis, and not joint and several basis, and that no Agent shall be responsible for, or be jointly and severally liable in respect of, any actions of the other Agents.

(h) The Company also acknowledges and agrees that (a) it will not receive any proceeds from the Secondary Offering; (b) pursuant to the Secondary Agency Agreement, the Agents will also act as agents in connection with the Secondary Offering; and (c) it hereby irrevocably waives any actual or perceived conflict of interest and expressly consents to the Agents acting in such capacities in connection with the Secondary Offering pursuant to the Secondary Agency Agreement.

3. Filing of the Prospectus and Distribution

(a) The Company shall prepare and file the Prospectus and other documents required under Applicable Securities Laws in Canada to be filed in connection with the Prospectus, with the applicable Canadian Securities Regulators on the date hereof concurrently with the execution of this Agreement.

(b) The Company shall use commercially reasonable best efforts to fulfill all legal requirements necessary to enable the Offered Shares to be offered in each of the Canadian Offering Jurisdictions through the Agents or any other investment dealer duly registered in the applicable Canadian Offering Jurisdictions who complies with Applicable Securities Laws in Canada and the terms and conditions of its registration.

(c) Until the completion of the distribution of the Offered Shares, the Company shall use its commercially reasonable efforts to promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under Applicable Securities Laws in each Canadian Offering Jurisdiction to continue to qualify the Offered Shares for distribution or, in the event that the Offered Shares have, for any reason, ceased to so qualify, to again qualify the Offered Shares for distribution (save and except for a control distribution as defined under Applicable Securities Laws in Canada).

(d) During the period from the date hereof until completion of the distribution of the Offered Shares, the Company shall allow the Agents and the Agents' Counsel to participate fully in the preparation of, and to approve the form of, the Prospectus and any such Prospectus Amendment, as applicable, and to have reviewed any such Documents Incorporated by Reference (such approval and review not to be unreasonably withheld or delayed).

(e) During the period from the date hereof until completion of the distribution of the Treasury Shares, the Company shall allow the Agents to conduct all due diligence which they may reasonably require to fulfill their obligations in order to enable the Agents to responsibly execute the certificates required to be executed by them in the Prospectus or in any Prospectus Amendment. Without limiting the generality of the foregoing, the Company shall make available its senior management, and shall use its commercially reasonable efforts to cause the Auditors, the Company's Counsel, an author of the Technical Report or other "qualified person" of the Company and any other advisors or consultants as the Agents may deem appropriate, to answer any questions which the Agents may have and otherwise participate in one or more due diligence sessions to be held prior to Closing (collectively, the "**Due Diligence Sessions**"). The Co-Lead Agents shall distribute a list of written questions to be answered in advance of such Due Diligence Session. The Co-Lead Agents may also, at their option, accept written responses to such questions in lieu of a Due Diligence Session. In addition to any Due Diligence Sessions, the Company agrees to make its senior management available to meet with potential institutional investors if requested by the Agents.

(f) The Company intends to apply the net proceeds from the Treasury Offering substantially in accordance with the description which is set forth in the Offering Documents.

(g) The obligation of the Agents with respect to the sale of the Treasury Shares will be limited to its commercially reasonable agency efforts, without underwriter liability and with no undertaking, express or implied, nor commitment of the Agents to purchase or arrange for any financing or purchase of any Treasury Shares.

4. Marketing Materials

Until Closing or termination of this Agreement, the Company and the Co-Lead Agents shall approve in writing (prior to such time that marketing materials are provided to potential investors) any marketing materials reasonably requested to be provided by the Agents to any potential purchaser of the Offered Shares, such marketing materials to comply with Applicable Securities Laws. The Co-Lead Agents shall provide a copy of any marketing materials to be used in connection with the Canadian Offering to the Company in accordance with this Section 4. The Company shall file a template version and any revised template version of such marketing materials with the applicable Canadian Securities Regulators as soon as reasonably practicable after such marketing materials are so approved in writing by the Company and the Co-Lead Agents, and in any event on or before the day the marketing materials are first provided to any potential purchaser of the Offered Shares, and such filing shall constitute the Agents' authority to use such marketing materials in connection with the Canadian Offering. Any comparables (as defined in NI 41-101) shall be redacted from the template version in accordance with NI 44-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the applicable Canadian Securities Regulators by the Company.

The Company and each Agent, on a several basis, covenant and agree during and prior the completion of the Distribution Period:

(a) not to provide any potential purchaser of the Offered Shares with any marketing materials unless they comply with Applicable Securities Laws in Canada, including that a template version of such marketing materials has been filed by the Company with the applicable Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential purchaser of the Offered Shares;

(b) not to provide any potential purchaser with any materials or information in relation to the Canadian Offering or the Company other than: (i) such marketing materials that have been approved and filed in accordance with this Section 4; (ii) the Prospectus or any Prospectus Amendment; and (iii) any "standard term sheets", as defined in NI 41-101, approved in writing by the Company and the Co-Lead Agents; and

(c) that any marketing materials approved and filed in accordance with this Section 4 and any standard term sheets approved in writing by the Company and the Co-Lead Agents shall only be provided to potential purchasers in the Offering Jurisdictions where the provision of such marketing materials or standard term sheets does not contravene Applicable Securities Laws.

5. Delivery of the Prospectus and Related Documents

The Company shall deliver or cause to be delivered to the Agents and the Agents' Counsel (except to the extent such documents have been previously delivered to the Agents, the Agents' Counsel or are available on SEDAR+) the documents set forth below at the respective times indicated:

(a) on the date hereof:

(i) copies of the Prospectus, signed as required by Applicable Securities Laws of the Canadian Offering Jurisdictions (provided that the Agents shall have also signed and certified each such Offering Document);

(ii) copies of any Documents Incorporated by Reference which have not previously been delivered to the Agents or filed on SEDAR+; and

(iii) copies of correspondence indicating that the application for the listing and posting for trading on the TSX of the Treasury Shares has been made;

(b) as soon as they are available, copies of correspondence indicating that the application for the listing and posting for trading on the TSX of the Treasury Shares have been approved for listing subject only to satisfaction by the Company of the applicable Standard Listing Conditions;

(c) as soon as it is available, and only if required, the private placement memorandum incorporating the Prospectus prepared for use in connection with the offer and sale of the Offered Shares in the United States (the "**U.S. Memorandum**"), and, forthwith after preparation, any amendment to the U.S. Memorandum;

(d) as soon as they are available, copies of any Prospectus Amendments filed by the Company in the Canadian Filing Jurisdictions, signed as required by Applicable Securities Laws of the Canadian Offering Jurisdictions (provided that the Agents shall have also signed and certified each such Offering Document) and including, in each case, copies of any Documents Incorporated by Reference therein which have not been previously delivered to the Agents or filed on SEDAR+; and

(e) on or prior to the filing of the Prospectus with the applicable Canadian Securities Regulators, a "long form" comfort letter from the Auditors, dated the date of the Prospectus (with the relevant procedures to be completed by the Auditors not more than two Business Days prior to such date), addressed to the Agents and satisfactory in form and substance to the Co-Lead Agents and the Agents' Counsel, acting reasonably, to the effect that they have carried out certain procedures performed for the purposes of comparing certain specified financial information and percentages appearing in the Prospectus and the Documents Incorporated by Reference with indicated amounts in the financial statements or accounting records of the Company or other applicable entity or business and have found such information and percentages to be in agreement.

A comfort letter similar to the foregoing shall be provided to the Agents with respect to any Prospectus Amendment at the time the same is presented to the Agents for signature, as applicable, or, if the Agents' signature is not required, at the time the same is filed. All such comfort letters shall be in form and substance acceptable to the Co-Lead Agents and the Agents' Counsel, acting reasonably.

The filings and deliveries referred to in this Section 5 shall also constitute the Company's consent to the use by the Agents and any Selling Firm of the Prospectus Amendments, the Prospectus, any Documents Incorporated by Reference, and the U.S. Memorandum, in connection with the Canadian Offering and sale of the Offered Shares in the Offering Jurisdictions in compliance with the provisions of this Agreement and Applicable Securities Laws.

6. Access Equals Delivery

Delivery of the Prospectus and any Prospectus Amendment is intended to be satisfied in accordance with the "access equals delivery" provisions contained in Part 2A of NI 41-101 and the Agents and the Company shall satisfy any request for electronic or paper copies of the Prospectus or any Prospectus Amendment in accordance with the requirements of NI 41-101, without charge. The Company has complied and will comply with the requirements of Part 2A of NI 41-101 to enable delivery of the Prospectus and any Prospectus Amendment to be made through access thereto.

7. Material Change During Distribution

(a) *Material Change Regarding the Company*

During the Distribution Period, the Company shall promptly notify the Co-Lead Agents in writing of:

(i) any material change (actual, anticipated or threatened), in the business, affairs, operations, assets, liabilities or obligations (contingent or otherwise), financial condition or capital of the Company;

(ii) any material fact which has arisen or been discovered and would have been required to have been stated in any of the Offering Documents had the fact arisen or been discovered on, or prior to, the date of such document;

(iii) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in any of the Offering Documents, including all Documents Incorporated by Reference, which fact or change is, or may be, of such a nature as to render any statement in the Offering Documents misleading or untrue in any material respect or which would result in a misrepresentation in the Offering Documents; and

(iv) any notice by any judicial or regulatory authority requesting any information, meeting or hearing relating to the Company and its affairs or the Canadian Offering or any other event or state of affairs that could reasonably be relevant to the Agents or prospective investors in connection with the Canadian Offering.

The Company shall promptly, and in any event within any applicable time limitation, comply, with all applicable filings and other requirements under Applicable Securities Laws of the Canadian Offering Jurisdictions as a result of such fact or change. However, the Company shall not file any Prospectus Amendment or other document without first providing reasonable opportunity for the Co-Lead Agents to review and comment with respect to the form and content thereof.

The Company shall allow the Agents to participate fully in the preparation of any Prospectus Amendment and shall allow the Agents to conduct any and all due diligence which in the opinion of the Agents, acting reasonably, is required in order to enable the Agents to responsibly execute any certificates required to be executed by the Agents in the Offering Documents or in any Prospectus Amendment to fulfill their obligations under Applicable Securities Laws of the Canadian Offering Jurisdictions. The Company shall in good faith discuss with the Agents any fact or change in circumstances (actual, anticipated or threatened), which is of such a nature that there is reasonable doubt whether written notice need be given under this Section 7(a).

If such a change, as contemplated under this Section 7(a), requires a Prospectus Amendment to be filed in accordance with Applicable Securities Laws of the Canadian Offering Jurisdictions, the Company shall also prepare and deliver promptly to the Agents signed copies of each such Prospectus Amendment (provided that the Agents shall have also signed and certified each such Prospectus Amendment).

(b) *Change in Applicable Securities Laws*

If, during the Distribution Period, there shall be any change in Applicable Securities Laws of the Canadian Offering Jurisdictions which, in the opinion of the Company or the Co-Lead Agents, acting reasonably, requires the filing of a Prospectus Amendment, the Company shall, to the satisfaction of the Co-Lead Agents and the Agents' Counsel, acting reasonably, promptly prepare and file such Prospectus Amendment with the appropriate Canadian Securities Regulators where such filing is required; provided that the Company shall not file any such Prospectus Amendment or other document without first consulting with the Co-Lead Agents with respect to the form and content thereof.

(c) *Change in Closing Date Following Material Change*

If, as a result of any circumstance contemplated in the foregoing Subsections of this Section, a Prospectus Amendment is required to be filed, then, subject to Section 12, the Closing Date shall be, unless the Company and the Co-Lead Agents otherwise agree in writing, the sixth Business Day following the later of:

(i) the date on which all applicable filings or other requirements under Applicable Securities Laws of the Canadian Offering Jurisdictions with respect to such material change or change in a material fact have been complied with in all Canadian Offering Jurisdictions and notice of such filings from the Company or the Company's Counsel have been provided to the Agents; and

(ii) the date upon which the Prospectus Amendment has been delivered (including by way of "access equals delivery") in accordance with Section 6.

(d) *Notifications under Applicable Securities Laws*

During the Distribution Period, the Company will promptly inform the Co-Lead Agents in writing of the full particulars of:

(i) any request of any Canadian Securities Regulator or similar regulatory authority, for any amendment to, or to suspend or prevent the use of, the Base Shelf Prospectus, the Prospectus or for any additional information;

(ii) the issuance by any Canadian Securities Regulator or similar regulatory authority, the TSX, the ASX or any other competent authority of any order to cease or suspend trading of any securities of the Company or of the institution or, to the knowledge of the Company, threat of institution, of any proceedings for that purpose; and

(iii) the receipt by the Company of any non-administrative communication from any Canadian Securities Regulator or similar regulatory authority, the TSX, the ASX or any other competent authority relating to any document relating to the Global Offering, or the distribution of the Offered Shares,

and except as otherwise agreed by the Co-Lead Agents and the Company, the Company will use its commercially reasonable efforts to prevent the issuance of any cease trading order or suspension order and, if issued, use its commercially reasonable efforts to obtain the lifting thereof as soon as possible.

8. Representations and Warranties of the Company

The Company hereby represents and warrants as follows to the Agents and acknowledges that the Agents are relying upon such representations and warranties in connection with its execution and delivery of this Agreement and the completion of the Treasury Offering that:

Base Shelf Prospectus

(a) the Company was qualified in accordance with the Canadian Shelf Procedures to file the Base Shelf Prospectus in each of the Canadian Filing Jurisdictions;

(b) the final receipt issued by the OSC in connection with the Base Shelf Prospectus has not been rescinded or revoked; and

(c) no order preventing or suspending the use of the Base Shelf Prospectus has been issued by the Canadian Securities Regulators.

The Treasury Offering

(d) each delivery pursuant to Section 5 above constitutes a representation by the Company that:

(i) the Prospectus and any Prospectus Amendment, as applicable, including, in each case, the Documents Incorporated by Reference, as the case may be (but excluding Selling Shareholder Information or Agent Information):

A. contain no misrepresentation; and

B. constitute full, true and plain disclosure of all material facts relating to the Company and the Treasury Offering;

(ii) the Prospectus, or any Prospectus Amendment, as applicable, including, in each case, the Documents Incorporated by Reference, as the case may be, comply in all material respects with Applicable Securities Laws of the Canadian Offering Jurisdictions, including without limitation, the Canadian Shelf Procedures; and

(iii) there has been no material change from the date of the Prospectus and any Prospectus Amendment, as applicable, to the time of delivery thereof, that is not reflected or contemplated in the Prospectus and any Prospectus Amendment, as applicable.

Corporate Matters

(e) the Company is a corporation duly organized and validly existing under the laws of its governing jurisdiction, has all requisite corporate power and authority and is qualified and holds all Permits, necessary or required to carry on its business as now conducted and to own, lease and operate its properties and assets, and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up, and the Company has all requisite power and authority to enter into this Agreement (including to issue, sell and deliver the Treasury Shares) and to carry out its obligations thereunder;

(f) each of the execution and delivery of this Agreement and all documents executed or delivered or to be executed and delivered pursuant thereto, the performance by the Company of its obligations thereunder, the issue, sale and delivery of each of the Treasury Shares, the performance by the Company of its obligations thereunder and the consummation of the transactions contemplated by this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both) (i) any statute, rule or regulation applicable to the Company or the Subsidiaries, including, without limitation, Applicable Securities Laws or the rules of the TSX or the ASX; (ii) the constating documents, by-laws or resolutions of the Company or the Subsidiaries that are in effect at the date hereof; (iii) any material Contract to which the Company or the Subsidiaries are a party or by which the Company or any Subsidiary is bound; or (iv) any judgment, decree or order binding the Company or any Subsidiary, or the property or assets of the Company or any Subsidiary, except, in each case, where such conflict, breach or default would not, individually or in the aggregate, reasonably be expected to have a material adverse effect;

(g) this Agreement and each of the Concurrent Agreements have been or will be duly authorized and executed and delivered by the Company and constitute or will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally, and except as limited by the application of equitable principles when equitable remedies are sought and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(h) the Company and each of its Subsidiaries are, current and up-to-date with all filings required to be made by each of them under the laws of Canada, Chile and any other jurisdictions in which they

may operate, as applicable, and all filings required by the TSX, the ASX or any other stock exchange, in each case that would have a material adverse effect if not filed;

(i) other than as disclosed in the Offering Documents, the Company does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company other than the Subsidiaries, each of which is, beneficially owned and controlled by the Company as described in the Offering Documents, and as of the date hereof all the issued and outstanding shares of the Subsidiaries are issued as fully paid and non-assessable, free and clear of all mortgages, liens, charges, pledges, security interest, encumbrances, claims or demands whatsoever, and no person has any agreement, warrant, option, right or privilege (whether present or future, contingent or absolute, pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Company or the Subsidiaries of any interest in any of the shares of the Subsidiaries or for the issue or allotment of any unissued shares in the capital of the Subsidiaries or any other security convertible into or exchangeable for any such shares of the Subsidiaries;

(j) each Subsidiary is a corporation duly organized and validly existing under the laws of its governing jurisdiction, has all requisite corporate power and authority and is qualified and holds all Permits necessary or required to carry on its business as now conducted and to own, lease and operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up; each Subsidiary: (i) is duly incorporated or formed and validly existing under the laws of its jurisdiction of incorporation or formation, and has all requisite power, capacity and authority to carry on its business as it is now being conducted and as proposed to be conducted;

(k) neither the Company nor any of the Subsidiaries is (i) in default or in breach of its constating documents or resolutions or (ii) in default of any material obligations under any material Contract to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary is bound, except in each case where such violation, breach or default would not, individually or in the aggregate, reasonably be expected to have a material adverse effect;

(l) other than as disclosed in the Offering Documents, no person is entitled to any pre-emptive or any similar rights to subscribe for any Common Shares or other securities of the Company and other than as disclosed in the Offering Documents, there are no outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Company or the Subsidiaries;

(m) the minute books of each of the Company and the Subsidiaries are all of the minute books of the Company and the Subsidiaries, respectively, and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Company and the Subsidiaries to the date hereof and there have been no other material meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Company or the Subsidiaries to the date hereof not reflected in such minute books, other than those in respect of matters which have been disclosed in writing to the Co-Lead Agents, disclosed on SEDAR+ or those that relate to the Closing and will be provided to the Co-Lead Agents prior to the Closing Date;

(n) to the knowledge of the Company, none of its current directors or officers are now subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange;

Compliance with Laws

(o) the Company and each of the Subsidiaries are, in all material respects, conducting their respective businesses in material compliance with all applicable Laws or other lawful requirement of any governmental or regulatory bodies applicable to the Company or each of the Subsidiaries of each

jurisdiction in which its business is carried on and is, as required, 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, leased and operated and all such licences, registrations and qualifications are as of the date hereof and will at the Closing Time be valid, subsisting and in good standing, except where such failure to be so qualified or the absence of any such licence, registration or qualification does not and will not have a material adverse effect;

(p) all operations of the Company and the Subsidiaries and, to the knowledge of the Company, all operations by third parties at, and in respect of, the Projects, have been conducted in accordance with good mining industry practices and in compliance with all Laws applicable to the Company and each of the Subsidiaries in each jurisdiction in which it carries on its business (except where the failure to so conduct operations would not or is not likely to have a material adverse effect). Except as disclosed in the Offering Documents, the Company or the Subsidiaries hold, directly or indirectly, all Permits in all jurisdictions in which they carry on business, which are required at the current time and are necessary or desirable to operate the assets and properties of the Company and the Subsidiaries, including the Projects, and to carry on the business of the Company and the Subsidiaries, as now conducted and as presently proposed to be conducted in the near to intermediate term, and all such Permits are valid and existing and in good standing except where the failure to hold such Permits in the aggregate, would not or would not reasonably be expected to have a material adverse effect. None of such Permits contains any burdensome term, provision, condition or limitation, which has or is likely to have any material adverse effect, and the Company and the Subsidiaries have not received any notice of proceedings relating to the revocation or modification of any Permit which, individually or in the aggregate, would reasonably be expected to have a material adverse effect;

(q) no consent, approval, permit, authorization, order or filing of or with any court or governmental agency or body of Canada or of any Offering Jurisdiction is required by the Company for the execution and delivery of and the performance by the Company of its obligations under this Agreement, except as may be required under Applicable Securities Laws or the rules of the TSX or the ASX;

(r) to the Company's knowledge, it is not aware of any legislation, or proposed legislation (published by a legislative body), which it anticipates will have a material adverse effect;

(s) to the knowledge of the Company, there exists no condition or state or fact or circumstances in respect thereof, that would prevent the Company or the Subsidiaries from conducting its business and activities in connection with the Project Properties, in all material respects, as currently conducted and there exists no actual or, to the knowledge of the Company, threatened termination, limitation, modification or material change in the working relationships with any such governmental authorities/entities;

Share Capital and Share Ownership

(t) the authorized capital of the Company consists only of an unlimited number of Common Shares, and as at the close of business on the Business Day immediately preceding the date hereof, 120,069,374 Common Shares were issued and outstanding as fully paid and non-assessable shares in the capital of the Company, of which 49,539,705 are in the form of CDIs. There is sufficient authorized capital for the issuance of all Common Shares issuable pursuant to the Treasury Offering. As of the date hereof, there are nil Common Share purchase warrants of the Company, 3,500,000 stock options and 2,614,715 restricted share units that are issued and outstanding;

(u) the rights, privileges, restrictions and conditions attached to the Common Shares are accurately summarized in all material respects in the Offering Documents, and such rights, privileges, restrictions and conditions comply with and do not conflict with any by-law, rule or regulation of the laws of the governing jurisdiction of the Company;

(v) except as set forth in the Offering Documents, in this Agreement, and other than those securities issuable in connection with the Treasury Offering, the Company has no other securities outstanding that are convertible into or exchangeable or exercisable for securities of the Company and there are no outstanding options on or rights to subscribe for any unissued securities of the Company;

(w) the Treasury Shares will, upon issuance, be validly created, issued, sold and delivered and will be issued as fully paid and non-assessable Common Shares;

(x) to the knowledge of the Company, no agreement will be in force or effect at or prior to the Closing Time which in any manner affects the voting or control of any of the securities of the Company;

Applicable Securities Laws Matters

(y) the Company is, and will be at the Closing Time, a "reporting issuer" (or the equivalent thereof), not included in a list of defaulting reporting issuers maintained by the securities regulators in each of the Canadian Filing Jurisdictions, and without limiting the foregoing, is in material compliance with its timely and continuous disclosure obligations under such Applicable Securities Laws and, without limiting the generality of the foregoing, since it became a reporting issuer, no material change has occurred and no material fact has arisen or been discovered that has not been publicly disclosed; further, the Company has not filed a material change report on a confidential basis which continues to be filed as confidential;

(z) the outstanding Common Shares are listed and posted for trading on the TSX, quoted for trading on the OTCQX® Best Market, and the CDIs are listed and posted for trading on the ASX;

(aa) the Transfer Agent at its principal offices in Vancouver, British Columbia and Toronto, Ontario has been appointed as registrar and transfer agent for the Common Shares;

(bb) as at the Closing Date, all consents, approvals, authorizations or filings as may be required under Applicable Securities Laws and rules of the TSX (or the ASX, as applicable) necessary to the performance by the Company of its obligations under this Agreement will have been obtained other than post-closing filings required under Applicable Securities Laws or customarily required by the TSX (or the ASX, as applicable);

(cc) none of the Canadian Securities Regulators, the TSX or the ASX has issued any order preventing or suspending the use of the Offering Documents or trading in any of the Treasury Shares and no proceeding for this purpose have been instituted by the Canadian Securities Regulators, the TSX or the ASX, or are, to the Company's knowledge pending, contemplated or threatened;

(dd) other than as contemplated hereby or in the Concurrent Agreements, there is no person acting or purporting to act at the request or on behalf of the Company that is entitled to any brokerage or finder's fee in connection with the Treasury Offering, except as otherwise disclosed to the Agents;

(ee) there has not been any material change or material adverse change from the position set forth in the Documents Incorporated by Reference which has not been disclosed in the Public Record;

(ff) except as otherwise disclosed in the Offering Documents, since December 31, 2024:

(i) the Company has not declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its Common Shares and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of the Common Shares or agreed to do so or otherwise effected any return of capital with respect to such shares;

(ii) the Company has not incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business or which is not material; and

(iii) the Company has not entered into any material transactions;

(gg) the Company is in compliance in all material respects with the provisions of NI 43-101 and has filed all technical reports required thereby and there has been no change that would require the filing by the Company of a new technical report under NI 43-101. In addition, with respect to each news release issued, and any other documents constituting written disclosure for the purposes of NI 43-101, or filed, by or on behalf of the Company in respect of which any requirements of NI 43-101 applied, each such news release and document also complied, in all material respects, with the requirements of NI 43-101;

(hh) the Technical Report complied in all material respects with the requirements of NI 43- 101 at the time of filing thereof and such Technical Report reasonably estimates the quantity of mineral resources and mineral reserves, as applicable, attributable to the Project to which such Technical Report relates, evaluated as at the date stated therein based upon information available at the time such Technical Report was prepared, and the Company made available to the authors of the Technical Report, prior to the issuance thereof, for the purpose of preparing such reports, all information requested by them, and none of such information contained any misrepresentation at the time such information was so provided;

(ii) all technical information contained in the Offering Documents has been reviewed by a "qualified person" as required under NI 43-101. All such information has been prepared in accordance with Canadian industry standards set forth in NI 43-101, and there have been no material changes to such information since the date of the document in which such information is contained, except as disclosed in the Offering Documents. The Technical Report is a current technical report for purposes of NI 43-101; and

(jj) the disclosure of the estimates of mineral resources and reserves in the Technical Report complies in all material respects with NI 43-101 and to the knowledge of the Company, all of the material assumptions underlying the mineral resource and mineral reserve estimates, as applicable, in the Technical Report were reasonable and appropriate at the time such assumptions were made and, as of the date hereof;

Forward-Looking Information.

(kk) with respect to forward-looking information contained in the Prospectus the Company had a reasonable basis for the forward-looking information at the time the disclose was made and is in material compliance with the requirements under NI 51-102 Part 4A;

Financial Information, Internal Controls and Auditors

(ll) the Financial Statements (i) fairly presents, in all material respects and in accordance with International Financial Reporting Standards (as issued by the International Accounting Standards Board) consistently applied, the financial position and condition of the Company and the Subsidiaries as at their respective dates and the results of the operations of the Company and the Subsidiaries for the periods then ended and reflect all liabilities (absolute, accrued, contingent or otherwise) of the Company and the Subsidiaries as at their respective dates, except, in the case of unaudited interim statements, to the extent that they may exclude footnotes or may be condensed or summary statements; and (ii) contains and reflects adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Company. There has been no change in accounting policies or practices of the Company since the date of the Financial Statements, other than as disclosed therein;

(mm) there has never been any "reportable event" within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligation* with the Auditors or any former auditor of the Company during the last three years;

(nn) the Company has established and maintains "disclosure controls and procedures" and "internal control over financial reporting" which the Company's board of directors considers reasonable and appropriate in the Company's circumstances and in accordance with the provisions of International Financial Reporting Standards;

(oo) the Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with International Financial Reporting Standards (as issued by the International Accounting Standards Board) and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the end of the Company's most recent audited fiscal year, the Company is not aware of any material weakness in the Company's internal control over financial reporting (whether or not remediated) or change in the Company's internal control over financial reporting that has materially affected or is reasonably likely to materially affect the Company's internal control over financial reporting;

(pp) the Company's board of directors has validly appointed an audit committee whose composition satisfies the requirements of NI 52-110, and the audit committee of the Company operates in accordance with all material requirements of NI 52-110;

(qq) the Auditors are independent public accountants as required under Applicable Securities Laws in Canada;

(rr) the Company complies with the requirements of National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* in all material respects;

Actual or Contingent Liabilities

(ss) neither the Company nor the Subsidiaries have any liabilities, contingent or otherwise, except those incurred in the ordinary course of business, consistent (as to amount and nature) with past practices, none of which, individually or in the aggregate, in the reasonable determination of the Company, acting in good faith and after due inquiry, have had or could reasonably be expected to have a material adverse effect or as disclosed in the Financial Statements;

(tt) except as set forth in the Offering Documents or actions or proceedings disclosed in writing to the Co-Lead Agents, there is no action, proceeding or investigation (whether or not purported by or on behalf of the Company) pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary, at Law or in equity (whether in any court, arbitration or similar tribunal) or before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign, which in any way will have a material adverse effect, or which questions the validity of any of the securities or of the issuance thereof as fully paid and non-assessable securities or any action taken or to be taken by the Company pursuant to or in connection with this Agreement and the transactions contemplated hereunder. There are no material judgements, awards, orders, injunctions, decrees or executions outstanding against the Company, its business or any of its properties or assets or against any Subsidiary or their respective businesses, properties or assets;

(uu) except as disclosed or reflected in the Offering Documents, neither the Company nor any of the Subsidiaries has:

(i) incurred any material indebtedness for money borrowed or any other liabilities that are now outstanding other than accounts payable incurred subsequent to December 31, 2024;

(ii) made any material loans or advances to any other person, other than ordinary advances for travel expenses or expense reimbursements; or

(iii) sold, exchanged or otherwise disposed of any of its material assets, licenses or rights except in the ordinary course of business;

Mining Projects

(vv) the Company and/or the Subsidiaries hold either mineral exploration concessions/claims, freehold title, mining leases, mining concessions, mining claims or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdiction in which the Projects are located in respect of the deposits, specified minerals and infrastructure located in and on the Project Properties in which the Company and the Subsidiaries have an interest, under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Company and the Subsidiaries to access the Projects and explore, develop, process and exploit the minerals relating thereto as currently conducted, in all material respects;

(ww) except as set forth in the Offering Documents, the Company and the Subsidiaries, as applicable, are the absolute legal and beneficial owner of and has good and marketable title to the Projects or its interests therein, free and clear of any liens or encumbrances, and any and all agreements pursuant to which the Company or the Subsidiaries, as applicable, hold any such interests in the Projects are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms and applicable laws; the Company and each of the Subsidiaries, as applicable, is not in default of any of the provisions of any such agreements, which default may be material to its ability to maintain its beneficial ownership or its interest in the Project or which may have a material adverse effect upon the Projects or upon the operation of the business of the Company or the Subsidiaries as now conducted or proposed to be conducted in respect of the Projects, nor has any such default been alleged and the Projects are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated; all leases pursuant to which the Company derives its interests in the Projects are in good standing and there has been no material default under any such leases (except for minor and temporary arrears and other similar temporary defaults which occur in the ordinary course of business and which would not have a material adverse effect);

(xx) any and all of the material Contracts pursuant to which the Company or any Subsidiary holds the Project Properties and assets (including 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, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable Law. Neither the Company nor any Subsidiary is in default of any of the material provisions of any such Contracts nor, to the knowledge of the Company, has any such default been alleged and such Project Properties and assets are in good standing in all material respects under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licences and claims pursuant to which the Company or any Subsidiary derives the interests thereof in such Project Properties and assets are in good standing in all material respects and there has been no material default under any such lease, licence or claim (except for minor and temporary arrears and other similar temporary defaults which occur in the ordinary course of business and which would not have a material adverse effect). The Project Properties (or any interest in, or right to earn an interest in, any property) of each of the Company and the Subsidiaries are, to the knowledge of the Company, not subject to any right of first refusal or purchase or acquisition right;

(yy) all mineral claims fees, maintenance fees, recording fees and Taxes and all other material amounts have been paid when due and payable, and all other actions and all other obligations as are required

to maintain the Projects and the Project Properties in good standing have been taken and complied with other than those which would not have a material adverse effect;

(zz) as at the date hereof, no part of the properties, mining rights or authorizations of the Company or any Subsidiary have been taken, revoked, condemned or expropriated by any Governmental Authority nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Company, been commenced, been threatened or is pending, nor does the Company or any Subsidiary have any knowledge of the intent or proposal to give such notice or commence any such proceedings;

(aaa) neither the Company, nor any of its Subsidiaries, have received notice that the Project Real Property or any portion of any Project is subject to any Indigenous Group Claims, and, to the knowledge of the Company, there are no current, pending, threatened or imminent Indigenous Group Claims affecting the Project Real Property or any portion of any Project. The Company and its Subsidiaries have not entered into any written or oral agreements with any Indigenous Group to provide benefits, pecuniary or otherwise, with respect to any portion of any Project at any stage of development and the Company and its Subsidiaries have not offered any Indigenous Group any material benefits with respect to any Project at any stage of development;

Material Contracts

(bbb) since December 31, 2024, other than as disclosed in the Public Record, the Company has not approved or entered into any material Contract in respect of (i) the purchase of any property to the Company or the Subsidiaries or assets or any interest therein or the sale, transfer or other disposition of any property of the Company or any Subsidiary or assets or any interest therein currently owned, directly or indirectly, by the Company or any Subsidiary whether by asset sale, transfer or sale of shares or otherwise; or (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Company or any Subsidiary) of the Company or any Subsidiary;

(ccc) neither the Company, nor any Subsidiary, nor, to the Company's knowledge, any other party, is in default in the observance or performance of any term or obligation to be performed by it under any material Contract and no event has occurred which with notice or lapse of time or both would constitute such a default, in any such case, which default or event would have a material adverse effect, except as otherwise disclosed to the Co-Lead Agents in writing;

(ddd) the Company and the Subsidiaries have performed in all material respects all obligations required to be performed by each of them as of the date hereof under any material Contract to which the Company or any of the Subsidiaries is a party or by which it is bound, if any. There are no Contracts to which the Company or any of the Subsidiaries is a party, not otherwise disclosed, the breach or termination of which by the other party to such Contract could reasonably be expected to have a material adverse effect;

(eee) there are no material judgments, orders, writs or decrees to which the Company or any of the Subsidiaries is a party or to the Company's knowledge by which it or any of the Subsidiaries is bound which would require disclosure in the Offering Documents;

(fff) except in the ordinary course of business of the Company and/or as disclosed in the Public Record, neither the Company nor any of the Subsidiaries is a party to or is bound by any material Contract providing for the guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any person;

Taxes

(ggg) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company and the Subsidiaries have been paid, except where the failure to pay such Taxes would not adversely affect the Company or its Subsidiaries in any material respect. The Company and the Subsidiaries have, to the Company's knowledge, each deducted or withheld and remitted all Taxes to applicable governmental authorities as required. All tax returns, declarations, remittances and filings required to be filed by each of the Company and the Subsidiaries have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings when filed were complete and accurate and no material fact or facts will have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not have a material adverse effect. The provisions for Taxes shown in the Financial Statements are sufficient for the payment of all accrued and unpaid Taxes for all periods up to the end of the most recent financial period addressed in the financial statements. To the Company's knowledge, no examination of any tax return of the Company or the Subsidiaries is currently in progress and there are no issues or disputes outstanding with any regulatory authority respecting any Taxes that have been paid, or may be payable, by the Company or the Subsidiaries, in each case, except where the failure to pay such Taxes would not adversely affect the Company or its Subsidiaries in any material respect;

Real Property

(hhh) each of the Company and the Subsidiaries occupies its respective Leased Premises and has the exclusive right to occupy and use such Leased Premises and each of the leases pursuant to which the Company or any Subsidiary occupies its respective Leased Premises is in good standing and in full force and effect. Neither the Company nor any of the Subsidiaries is in breach or default of any material term or provision of any real property lease, or has received any notice or other communication from the owner or manager of any of the Leased Premises that the Company or any of the Subsidiaries is not in material compliance with any term or condition of any such real property lease, and to the knowledge of the Company, no notice or other communication is pending or has been threatened. The performance of obligations pursuant to and in compliance with the terms of this Agreement, and the completion of the transactions described herein by the Company, will, to the knowledge of the Company, not afford any of the parties to such leases or any other person the right to terminate such lease or result in any additional or more onerous obligations under such leases;

(iii) all facilities and properties currently or, to the knowledge of the Company, formerly owned, leased, used or otherwise controlled, and any and all operations of the Company and each of the Subsidiaries in connection with their business, have been operated and conducted in material compliance with all applicable laws, including all applicable workers' compensation and health and safety and workplace laws, regulations and policies;

Environmental Matters

(jjj) each of the Company and each of the Subsidiaries is in compliance in all material respects with any and all applicable federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, policy or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, approval, authorization, decree or judgment, relating to pollution or protection of human health and safety, conservation of the natural environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or preservation of wildlife and fishery resources or the public, the undertaking of mineral resource exploration, extraction or processing operations and the decommissioning or closure of such operations, including the reclamation, remediation, rehabilitation and restoration of mining properties and of the natural environment, and including, without limitation, laws and regulations relating to the release or threatened release of chemicals, fluids, pollutants, contaminants, wastes,

industrial, noxious or toxic substances, radioactive materials, carcinogenic or hazardous substances, petroleum or petroleum products/compound (collectively, "**Hazardous Substances**") or to the manufacture, processing, blending, distribution, use, treatment, storage, disposal, clean-up, containment, removal, transport or handling of Hazardous Substances (collectively, "**Environmental Laws**"), except where the violation would not reasonably be expected, on an individual or aggregate basis, to have a material adverse effect;

(kkk) there are no Environmental Orders issued, pending or, to the Company's knowledge, threatened against the Company or any Subsidiary under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the property or assets of the Company or any Subsidiary (including the Leased Premises); and there are no outstanding Environmental Orders relating to the Projects or the Project Properties which have not been complied with, nor are there any outstanding Environmental Orders alleging a violation of Environmental Laws or Permits in respect of the Projects or the Project Properties, including pursuant to any release or disposal or in respect of any personal injury, property damage, or damage to the environment made, asserted or prosecuted by or on behalf of any Governmental Authority or any third party (whether based on negligent acts or omissions, statutory liability, or strict liability without fault or otherwise);

(lll) without limiting the generality of Section 8(kkk) immediately above, the Company does not have any knowledge of, and has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect the Company or any Subsidiary or any of the property, assets or operations thereof (including the Projects and the Project Properties), relating to, or alleging any violation of any Environmental Laws; to the Company's knowledge, there are no facts which could give rise to any such claim or judicial or administrative proceeding; to the Company's knowledge, neither the Company nor any Subsidiary nor any of the property, assets or operations thereof (including the Projects and the Project Properties) is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any material violation of any Environmental Laws has occurred or is occurring or whether any material remedial action is needed in connection with a release of any Hazardous Substances into the environment;

(mmm) the Company and the Subsidiaries hold all material Permits required to be held by it under any Environmental Laws in connection with the current operation of its business and the ownership and use of its assets, all such Permits are in full force and effect, and except for notifications and conditions of general application to assets of the type owned by the Company and the Subsidiaries, neither the Company nor any of the Subsidiaries has received any notification pursuant to any Environmental Laws that any Permit referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated, in any manner that would have a material adverse effect;

(nnn) the Company and each of its Subsidiaries have operated their business at all times and have received, handled, manufactured, used, stored, treated, shipped and disposed of all Hazardous Substances without material violation of Environmental Laws, there have been no material spills, releases, deposits or discharges of Hazardous Substances into the earth, air or into any body of water or any municipal or other sewer or drainage systems by the Company or any of the Subsidiaries that have not been remedied and neither the Company nor any of the Subsidiaries have received any notice wherein it is alleged or stated that it is potentially responsible in a material amount for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws;

(ooo) neither the Company nor any of the Subsidiaries has failed to report to any Governmental Authority, whether domestic or foreign, the occurrence of any material event which is required to be so reported under Environmental Laws or the terms and conditions of any material Permits;

(ppp) there are no environmental audits, evaluations, assessments, studies or tests relating to the Company or the Subsidiaries except for any ongoing assessments conducted by or on behalf of the Company or any of the Subsidiaries in the ordinary course;

Intellectual Property

(qqq) The Company and the Subsidiaries own or possess the right to use any intellectual property, including without limitation, any patents, trademarks, service marks, trade names, copyrights, trade secrets, proprietary technology, software, databases, domain names, or other intellectual property rights, whether registered or unregistered, as may be currently used in the conduct of their respective businesses and the Company is not aware of any claim to the contrary or any challenge by any other person to the rights of the Company or the Subsidiaries with respect to the foregoing.

(rrr) All intellectual property that is licensed to the Company or its Subsidiaries or otherwise used in connection with the Projects is being used in compliance in all material respects with the terms and conditions of the applicable licensing Contracts. All such licensing Contracts are valid, binding, and in full force and effect, and the Company has not received any written notice alleging non-compliance, infringement, termination, or modification of any rights granted thereunder, which could have a material adverse effect.

Employment Matters

(sss) the Company is in compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact of the Company or result in a material adverse change to the Company;

(ttt) to the knowledge of the Company, no labour dispute (including any strike, lock-out or work slow-down or stoppage), complaint, grievance or other conflict with the current or former employees or consultants of the Company or the Subsidiaries currently exists or is pending, or to the knowledge of the Company, is threatened, which could have a material adverse effect;

Other

(uuu) except for the agreements explicitly contemplated hereby or as otherwise disclosed in the Public Record or the Offering Documents, there are no agreements, understandings or proposed material transactions between the Company, any of the Subsidiaries and any of their respective officers, directors, affiliates or any affiliate thereof;

(vvv) there are no obligations of the Company to officers, directors, shareholders or employees of the Company other than (i) for payment of salary or fees for services rendered, (ii) reimbursement for reasonable expenses incurred on behalf of the Company, (iii) for other standard employee benefits made generally available to all employees, or (iv) as set forth in the Public Record;

(www) none of the officers or directors are indebted to the Company and no officer or director is, directly or indirectly, interested in any material Contract with the Company, other than as disclosed in the Public Record;

(xxx) the Company and the Subsidiaries maintain insurance coverage that is customary for comparably situated companies for the business being conducted and properties owned or leased by the Company and the Subsidiaries, and the Company reasonably believes such insurance coverage to be adequate against all liabilities, claims and risks which it is customary for comparably situated companies to insure; all policies of insurance and fidelity or surety bonds insuring the Company and its Subsidiaries and its business, assets, employees, officers and directors are in full force and effect; the Company and its Subsidiaries are in compliance with the terms of such policies and instruments

in all material respects, including but not limited to the payment of premiums thereunder; there are no material claims by the Company and its Subsidiaries under any such policies or instruments as to which any insurance company is denying liabilities or defending under a reservation of rights clause; and the Company has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a material adverse effect;

(yyy) there is no legal or governmental action, proceeding or investigation pending or, to the knowledge of the Company, threatened, which would question the validity of the sale of the Treasury Shares or the validity of any action taken or to be taken by the Company in connection with this Agreement and the transactions contemplated herein;

(zzz) the Company has not entered into any agreement to complete any "significant acquisition" nor is it contemplating any "probable acquisitions" (as such terms are described in Applicable Securities Laws in Canada), that would require, pursuant to NI 44-101, any financial statements or pro forma financial statements in respect thereof to be included or incorporated by reference in the Offering Documents and for which a business acquisition report has not been filed under the National Instrument 51-102 – *Continuous Disclosure Obligation*; and there are no proposed acquisitions by the Company that have progressed to the state where a reasonable person would believe that the likelihood of the Company completing the acquisition is high and would be a significant acquisition for the purposes of Part 8 of the National Instrument 51-102 – *Continuous Disclosure Obligation* if completed as of the date of the Prospectus;

(aaaa) the Company and each Subsidiary has complied in all material respects with all applicable privacy Laws and to the knowledge of the Company, neither the Company nor any Subsidiary has experienced any unauthorized intrusion or security breaches in which material confidential information was stolen or improperly accessed, used or disclosed;

(bbbb) neither the Company nor any Subsidiary has, and to the knowledge of the Company, no director, officer, agent, employee or other person associated with or acting on behalf of the Company or any Subsidiary has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the CFPOA or similar legislation; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

(cccc) each of the Company and the Subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company or the Subsidiaries has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Company will not directly or indirectly use any proceeds of the Treasury Offering or lend, contribute or otherwise make available such proceeds to the Company or the Subsidiaries or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to any country or person targeted by any of the sanctions of the United States;

(dddd) the operations of each of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the money laundering statutes of all other applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is, to the Company's knowledge, pending;

(eeee) neither the Company nor any Subsidiary has, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (ii) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the CFPOA or the Money Laundering Laws or the rules or regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company or the Subsidiaries and their respective operations, and will not use any portion of the net proceeds of the Treasury Offering, in contravention of such legislation;

(ffff) the Company and the Subsidiaries, as applicable, have instituted and maintains policies and procedures designed to ensure compliance with the applicable Money Laundering Laws; and

(gggg) the Company has not withheld and will not withhold from the Agents prior to the Closing Time, any material facts relating to the Company, the Subsidiaries or the Treasury Offering.

9. Services Provided by the Agents and Commission

In consideration for the Agents' services, including acting as the Company's agents in arranging for the sale of the Treasury Shares and performing administrative work in connection with the sales of the Treasury Shares, the Company will pay to the Agents, on the Closing Date, an aggregate fee in cash (the "**Agents' Commission**") equal to 5.0% of the aggregate gross proceeds raised in connection with the Treasury Offering; provided that a reduced cash fee of 3.0% will be paid on the aggregate gross proceeds from sales of Treasury Shares to certain existing strategic shareholders of the Company and no cash fee shall be paid in respect of certain Purchasers on a "president's list" mutually agreed to by the Company and the Co-Lead Agents.

The obligation of the Company to pay the Agents' Commission shall arise at the Closing Time. The Agents' Commission shall be fully earned by the Agents at such time.

For greater certainty, the services provided by the Agents in connection herewith will not be subject to the Goods and Services Tax or Harmonized Sales Tax ("**GST**") provided for in the Excise Tax Act (Canada) and taxable supplies provided will be incidental to the exempt financial services provided. However, in the event that the Canada Revenue Agency determines that GST provided for in the *Excise Tax Act* (Canada) is eligible on the Agents' Commission, the Company agrees to pay the amount of GST forthwith upon the request of the Co-Lead Agents.

10. Representations and Warranties of the Agents.

Each Agent hereby severally, and neither jointly, nor jointly and severally, represents and warrants to the Company, and acknowledges that the Company is relying upon each of such representations and warranties in entering into the transactions contemplated hereby, as follows:

(a) The Agent (and its U.S. Placement Agent, as applicable) is, and will remain, until the completion of the Treasury Offering, appropriately registered under Applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder;

(b) The Agent is duly organized and is in good standing under the laws of its jurisdiction and has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein;

(c) This Agreement has been duly authorized, executed and delivered by the Agent and constitutes a legal, valid and binding obligation of the Agent enforceable against the Agent in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, except as limited by the application of equitable principles when equitable remedies are sought and except as rights to indemnity, contribution and waiver of contribution may be limited by applicable Laws;

(d) The Agent, on its own behalf and on behalf of its U.S. Placement Agent, makes the representations, warranties and covenants applicable to it in Schedule A attached hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule "B" form part of this Agreement. Notwithstanding the foregoing provisions of this Section 10, no Agent or its U.S. Placement Agent will be liable under this Agreement with respect to a breach of a representation or warranty contained in this Agreement by another Agent or such other Agent's Placement Agent, or any Selling Firm appointed by such other Agent, as the case may be. The representations and warranties of each Agent contained in this Agreement shall be true at the Closing Time as though they were made at the Closing Time and they shall not survive the completion of the transactions contemplated under this Agreement but shall terminate on the completion of the distribution of the Treasury Shares.

11. Delivery of Treasury Shares, Agents' Commission and Purchase Price

(a) The purchase and sale of the Treasury Shares for which orders have been received, shall be completed at the Closing Time by electronic exchange of documents and funds or at such other place or places as the Co-Lead Agents and the Company may agree.

(b) The delivery of the Treasury Shares is to be made as directed by the Co-Lead Agents, on behalf of the Purchasers, at the Closing Time. At the Closing Time, the Company shall as directed, deliver the Treasury Shares by way of one or more global certificates representing the Treasury Shares sold pursuant to the Treasury Offering registered in the name of CDS, or otherwise effect or cause to be effected one or more electronic deposit(s) pursuant to the non-certificated issue system maintained by CDS, as the Co-Lead Agents may direct the Company in writing, against payment to the Company of the aggregate purchase price for the Treasury Shares, less (as applicable) the Agents' Commission and out-of-pocket expenses of the Agents incurred in connection with the Treasury Offering (which amounts and expenses shall be borne by the Company, as more fully set out in Section 15), in lawful money of Canada by certified cheque, bank draft or wire transfer of immediately available funds to an account designated by the Company, against the delivery of cross-receipts therefor.

(c) The Company shall, prior to the Closing Date, make all necessary arrangements that are within the control of the Company for the issuance of the definitive certificates, if any, representing the Treasury Shares on such Closing Date, with the Transfer Agent. The Company shall pay all fees and expenses payable to the Transfer Agent in connection with the preparation, delivery, certification and issuance of the Treasury Shares.

12. Closing Conditions

The Agents' obligations (and the obligations of the Purchasers) to complete the Closing at the Closing Time, shall be subject to the following conditions:

(a) the Agents shall have received at the Closing Time a certificate dated the Closing Date, signed by the Chief Executive Officer or the Chief Financial Officer of the Company, or such other person(s) as may be acceptable to the Co-Lead Agents, certifying for and on behalf of the Company and not in their personal capacity:

(i) that (A) there has been no material adverse change, financial or otherwise, to such date in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company or the Subsidiaries and (B) no transaction has been entered into by the Company or any of the Subsidiaries which constitutes a material change to the Company and the Subsidiaries, taken as a whole, in each case other than as disclosed in the Offering Documents (as it existed at the time of filing);

(ii) that no order, ruling or determination having the effect of ceasing or suspending trading in the Common Shares or any other securities of the Company has been issued and no proceedings for such purposes are pending or, to the best of the knowledge, information and belief of the persons signing such certificate, are contemplated or threatened;

(iii) that the Company has complied in all material respects with all terms and conditions of this Agreement to be complied with by the Company (unless waived by the Co-Lead Agents) at or prior to the Closing Time; and

(iv) that the representations and warranties of the Company contained herein are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement provided in each case that representations and warranties made as of a specific date shall be required to be so true and correct as of such date only;

(b) the Agents shall have received at the Closing Time a certificate dated the Closing Date, signed by an appropriate officer of the Company, addressed to the Agents and Agents' Counsel, with respect to the constating documents of the Company, the authorizing resolutions related to the Treasury Offering, this Agreement and such other definitive agreements required in connection with the Global Offering, and the Prospectus, including without limitation, the creation, issuance and delivery of the Treasury Shares;

(c) the Agents shall have received at the Closing Time favourable legal opinions, from reputable external legal counsel to the Company, dated the Closing Date, as to title matters in respect of the Projects, in form and substance acceptable to the Co-Lead Agents, acting reasonably;

(d) the Agents shall have received at the Closing Time favourable legal opinions dated the initial Closing Date from the Company's Counsel, and any other local counsel, in form and substance satisfactory to the Co-Lead Agents, acting reasonably (it being understood that such counsel may rely to the extent appropriate in the circumstance: (i) as to matters of fact, on certificates of the Company executed on its behalf by a senior officer of the Company and on certificates of the Transfer Agent, as to the issued capital of the Company; and (ii) as to matters of fact not independently established, on certificates of public officials or the TSX (and the ASX, as applicable), with respect to the following matters (with such opinions being subject to usual and customary assumptions and qualifications, including the qualifications set out below):

(i) as to the incorporation and subsistence of each of the Company and the Subsidiaries under the laws of the jurisdiction where each of them is incorporated and as to the corporate power of the Company to carry out its obligations under this Agreement and to issue the Treasury Shares as contemplated by this Agreement;

(ii) as to the authorized and issued capital of the Company;

(iii) that each of the Company and the Subsidiaries have all requisite corporate power and authority under the laws of its jurisdiction of incorporation to carry on business and to own or lease its properties and assets;

(iv) the execution and delivery of this Agreement and the fulfilment of the terms thereof by the Company do not and will not result in a breach of or a default under, do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or a default under, and do not and will not conflict with: (A) the constating documents of the Company; (B) or any applicable corporate law or Applicable Securities Laws in the Canadian Offering Jurisdictions;

(v) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Agreement and the performance of its obligations thereunder, and the Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and subject to other standard assumptions and qualifications, including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in this Agreement may be limited by applicable Law;

(vi) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Prospectus (and any Prospectus Amendment), and the filing of such documents as are required under Applicable Securities Laws in each of the Canadian Offering Jurisdictions;

(vii) that the Treasury Shares have been validly issued as fully paid and non-assessable Common Shares;

(viii) all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits, consents, orders and authorizations, under Applicable Securities Laws of the Canadian Offering Jurisdictions have been obtained by the Company to qualify the issuance or distribution and sale to the public of the Treasury Shares and the Secondary Shares in each of the Canadian Offering Jurisdictions through persons who are registered under the Applicable Securities Laws of each of the Canadian Offering Jurisdictions who have complied with the relevant provisions of such laws and the terms of their registration;

(ix) subject to the qualifications, assumptions, limitations and understandings set out therein, the statements set out in the Prospectus under the heading "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations" insofar as they purport to describe the provisions of the laws referred to therein, are fair summaries of the matters discussed therein;

(x) that the attributes of the Common Shares conform in all material respects with the description thereof contained in the Prospectus;

(xi) that the Treasury Offering has been conditionally accepted by the TSX subject only to satisfaction by the Company of the conditions set out in the TSX conditional approval letter; and

(xii) as to such other matters as the Agents may reasonably request no less than 48 hours prior to the Closing Time.

(e) that final acceptance of the Treasury Offering by the TSX shall be subject only to the fulfilment of Standard Listing Conditions and the Company shall not have received any notice from the TSX that the Treasury Shares are not accepted for listing on the TSX;

(f) the Agents shall have received confirmation from the Company that the Company is not on the defaulting issuer's list (or equivalent) maintained by the Canadian Securities Regulators in the Canadian Offering Jurisdictions;

(g) the Agents shall have received at the Closing Time certificates of good standing (or equivalent), dated as of the Closing Date, in respect of the Company and each of the Subsidiaries;

(h) the Company will have made and/or obtained, prior to the Closing Time, the necessary filings, approvals, consents and acceptances of the appropriate securities regulatory authorities required to be made or obtained by the Company in connection with the sale of the Treasury Shares to the Purchasers as herein contemplated (including, to the extent required, any necessary approvals from the ASX), subject only to the Standard Listing Conditions and any post-Closing notice filings under applicable U.S. Securities Laws;

(i) the Agents shall have received at the Closing Time a certificate from the Transfer Agent and signed by an authorized representative of the Transfer Agent confirming the issued capital of the Company as at a date no more than two Business Days prior to the Closing Date;

(j) if any sales of Treasury Shares have offered and sold in the United States pursuant to the Canadian Offering, the Agents shall have received favourable legal opinions from the Company's United States counsel, Nauth LPC, addressed to the Agents dated as of the Closing Date, in form and substance satisfactory to the Co-Lead Agents and the Agents' Counsel, acting reasonably, to the effect that, subject to customary assumptions, the offer and sale of the Treasury Shares in accordance with this Agreement, including Schedule A, are not required to be registered under the U.S. Securities Act provided that it being understood that no opinion is expressed as to any subsequent resale of the Treasury Shares;

(k) the Agents shall have received at the Closing Time a "bring down" comfort letter from the Auditors, dated the Closing Date and addressed to the Agents, in form and substance satisfactory to the Co-Lead Agents, acting reasonably, provided that such comfort letter shall be based on a review by the Auditors having a cut-off date not more than two Business Days prior to the Closing Date;

(l) each of the directors and senior officers of the Company shall have executed and delivered at the Closing Time, lock-up agreements, in the form and substance satisfactory to the Co-Lead Agents, for a period of 90 days from the Closing Date, agreeing to not, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, lend, swap, or otherwise dispose of, transfer, or announce any intention to do so, any Common Shares, whether now owned directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of the Common Shares, whether such transaction is settled by the delivery of the Common Shares, other securities, cash or otherwise, other than pursuant to the exceptions to be contained in the lock-up agreement, which shall be in form and substance mutually agreed between the Company and the Agents; and

(m) such other closing documents or conditions as the Agents or the Agents' Counsel may reasonably request, in each case in a form customary for transactions contemplated in this Agreement and all in a form and substance satisfactory to the Co-Lead Agents, acting reasonably.

The Company agrees that the conditions contained in this Section 12 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. It is understood that the Co-Lead Agents, on behalf of themselves and the other Agents, may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to their rights in respect of any other of the foregoing terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing and signed by the Co-Lead Agents.

The foregoing conditions are for the sole benefit of the Agents and may be waived in whole or in part by the Co-Lead Agents at any time, on behalf of themselves and the other Agents. If any of the foregoing conditions are not met, in any material respect, and cannot be cured prior to the Closing Time, which shall be extended by the Co-Lead Agents acting reasonably, the Co-Lead Agents may terminate their obligations under this Agreement without prejudice to any other remedies the Agents may have.

13. Rights of Termination

(a) *Cease Trade Out*

If, prior to the Closing Time, any order to cease or suspend trading in any securities of the Company (other than any trading halt on the ASX to facilitate the conduct of the Global Offering) or prohibiting or restricting the distribution of any securities of the Company, including the Treasury Shares, is made, or proceedings are announced, commenced or threatened for the making of any such order, by any securities commission or similar regulatory authority, the TSX, the ASX or any other competent authority, and has not been rescinded, revoked or withdrawn, the Co-Lead Agents, on behalf of themselves and the other Agents, shall be entitled, at their sole option acting reasonably, to terminate their obligations under this Agreement by written notice to that effect given to the Company at any time prior to the Closing Time.

(b) *Market Out*

If, prior to the Closing Time, the state of the financial markets, whether national or international where it is planned to market the Treasury Shares, is such that, in the reasonable opinion of the Agents, it would be unprofitable to offer or continue to offer the Treasury Shares for sale, the Co-Lead Agents, on behalf of themselves and the other Agents, shall be entitled, at their sole option acting reasonably, to terminate their obligations under this Agreement by written notice to that effect given to the Company at any time prior to the Closing Time.

(c) *Material Change Out*

If, prior to the Closing Time, there shall have occurred any material change or change in any material fact, or there shall be discovered any previously undisclosed material change or material fact in relation to the Company, in each case which, in the reasonable opinion of the Agents, has or would reasonably be expected to have a material adverse effect on the market price or value of the Treasury Shares, the Co-Lead Agents, on behalf of themselves and the other Agents, shall be entitled, at their sole option acting reasonably, to terminate their obligations under this Agreement by written notice to that effect given to the Company at any time prior to the Closing Time.

(d) *Proceeding Out*

If, prior to the Closing Time, there is an inquiry, action, investigation or other proceeding (whether formal or informal) commenced, announced or threatened or an order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation, the TSX, the ASX or any securities regulatory authority, in relation to the Company or any one of its officers or directors (except for any inquiry, action, suit, proceeding, investigation or order based upon activities of the Agents and not upon activities of the Company), which in the opinion of the Agents, acting reasonably, operates to prevent or materially restrict the distribution or trading of the Treasury Shares or Common Shares, the Co-Lead Agents, on behalf of themselves and the other Agents, shall be entitled, at their sole option acting reasonably, to terminate their obligations under this Agreement by written notice to that effect given to the Company at any time prior to the Closing Time.

(e) *Disaster Out*

If, prior to the Closing Time, there should develop, occur or come into effect or existence any event, action, state, accident, condition, terrorist event, pandemic, natural disaster, public protest, major financial, political or economic occurrence of national or international consequence (including any prospective change in national or international political, financial or economic conditions or any declaration by Canada, Australia or the United States of a national emergency or war, or any action, governmental law or regulation, enquiry or other occurrence), any outbreak or escalation of national or international hostilities or any crisis or calamity of national or international consequence, or a new or change in any law or regulation which in the sole opinion of the Agents, acting reasonably, seriously adversely affects, or will, or could reasonably be expected to, seriously adversely affect, the financial markets or the business, operations or affairs of the Company and its Subsidiaries, on a consolidated basis, the Co-Lead Agents, on behalf of

themselves and the other Agents, shall be entitled, at their sole option acting reasonably, to terminate their obligations under this Agreement by written notice to that effect given to the Company at any time prior to the Closing Time.

(f) *Breach Out*

If, prior to the Closing Time, the Agents determine that the Company is in breach of a material term, condition or covenant of this Agreement, which cannot be cured prior to the Closing Date, the Co-Lead Agents, on behalf of themselves and the other Agents, shall be entitled, at their sole option acting reasonably, to terminate their obligations under this Agreement by written notice to that effect given to the Company at any time prior to the Closing Time.

(g) *Exercise of Termination Rights*

The rights of termination contained in Sections 13(a)to 13(f) may be exercised by the Co-Lead Agents, on behalf of themselves and the other Agents, in addition to any other rights or remedies that the Agents may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there shall be no further liability on the part of the Agents to the Company or on the part of the Company to the Agents except in respect of any liability which may have arisen prior to or arise after such termination under any of Sections 14 and 15.

14. Indemnities

The Company agrees to indemnify and save harmless each of the Agents, and each of their affiliates, their respective directors, officers, employees, partners and agents (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), from and against any and all losses (except loss of profit), claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind, 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 in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly:

(a) any information or statement (except any information, statement or omission relating solely to or provided by the Agent, the Selling Firms or the Selling Shareholders, as applicable) contained in the Prospectus, which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation;

(b) any order made or any inquiry, investigation or proceeding commenced or threatened by any securities regulator or Governmental Authority based upon any misrepresentation or alleged misrepresentation (except any information, statement or omission relating solely to the Agents, Selling Firms or Selling Shareholders, as applicable) in the Prospectus (except any document or material delivered or filed solely by the Agents, Selling Firms or Selling Shareholders, as applicable) preventing or restricting the trading in or the sale of the Treasury Shares in Canada;

(c) the non-compliance or alleged non-compliance by the Company with any material requirement of Applicable Securities Laws; or

(d) a material breach of any representation, warranty, covenant or obligation of the Company contained in this Agreement,

and further agrees to reimburse each Indemnified Party forthwith upon demand for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim; provided that such indemnity shall not be applicable to any Indemnified Party to the extent a court of competent jurisdiction determines in a final judgment that has become non-appealable that (i) an Indemnified Party has been grossly negligent or has committed any willful misconduct or fraudulent act in connection with the matters referred to in this Agreement; and (ii) the losses, expenses,

claims, actions, damages or liabilities covered by such Claim were directly caused by the circumstances referred to in (i).

The Company also agrees that no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on the Company's behalf or in right for or in connection with this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from the Indemnified Party's breach of this Agreement, or the gross negligence, wilful misconduct, or fraud of such Indemnified Party.

In the event and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that an Indemnified Party breached this Agreement, or was grossly negligent or guilty of wilful misconduct or fraud in connection with a Claim in respect of which the Company has advanced funds to the Indemnified Party pursuant to this indemnity, such funds shall be reimbursed to the Company and thereafter this indemnity shall not apply to such Indemnified Party in respect of such Claim.

The Company agrees to waive any right the Company might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming this indemnity.

In case any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Company, the Indemnified Party will give the Company prompt written notice of any such Claim of which the Indemnified Party has knowledge and throughout the course thereof will provide copies of all relevant documentation to the Company, will keep the Company advised of the progress thereof and will discuss with the Company all significant actions proposed. The Company will be entitled (but not required) to undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected, subject to the Company agreeing to be responsible for all reasonable fees and out-of-pocket expenses in connection therewith. Failure by the Indemnified Party to so notify shall not relieve the Company of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Company of substantive rights or defences or to the extent that the Company is materially prejudiced thereby.

No admission of liability and no settlement, compromise or termination of any Claim shall be made without the Company's consent and the written consent of the Indemnified Parties affected, such consents not to be unreasonably withheld. Unless otherwise consented to, any such settlement, compromise or termination shall (a) include an unconditional release of each applicable Indemnified Party from any liabilities arising out of such Claim, and (b) not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.

Notwithstanding that the Company will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

(a) employment of such counsel has been authorized in writing by the Company;

(b) the Company has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;

(c) the named parties to any such Claim include both the Company and the Indemnified Party and the Indemnified Party shall have been advised by counsel in writing that there may be a conflict of interest between the Company and the Indemnified Party; or

(d) the Indemnified Party has been advised in writing by counsel that there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Company, which makes representation by the same counsel inappropriate.

In no event shall the Company be responsible for the fees and expenses of more than one firm of attorneys representing all Indemnified Parties in any single jurisdiction. In no circumstances shall the Agents be entitled to be indemnified over the amount of their actual losses pursuant to any Claims by operation of both the indemnity pursuant to this agreement and the indemnity pursuant to the Secondary Agency Agreement.

The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law, equity or otherwise.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Company will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Company will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any excess of such amount over the amount of the fees actually received by the Indemnified Parties hereunder in which case such fees and expenses will be for the Company's account.

The Company hereby acknowledges the Co-Lead Agents as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to such persons and the Co-Lead Agents agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

The Company agrees that if any Claim shall be brought against, or an investigation has been commenced in respect of, the Company or the Company and the Agents, and personnel of any Agent shall be required to testify, participate or respond in respect of or in connection with the Treasury Offering, the Company will reimburse the applicable Agent monthly for the time spent by its personnel in connection therewith at reasonable per diem rates together with such fees and disbursements and reasonable out-of-pocket expenses as may be incurred.

The indemnity provided herein shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Company and the Indemnified Parties. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or completion of the Treasury Offering.

15. Expenses

Whether or not the transactions contemplated by this Agreement shall be completed, except as specifically provided below, the majority of costs and expenses of or incidental to all other matters in connection with the transactions set out in this Agreement shall be borne directly by the Company, including without limitation:

(a) all expenses of or incidental to the creation, issue, sale and delivery of the Treasury Shares;

(b) all fees and expenses payable in connection with the qualification of the Treasury Shares and Secondary Shares for distribution and the fees relating to the listing of the Treasury Shares on any exchange;

(c) the fees and disbursements of the Company's Counsel;

(d) all reasonable out-of-pocket expenses of the Agents (up to a maximum of $220,000), plus applicable HST and other applicable taxes; provided that the Company shall only be responsible for its pro rata portion of the expenses and applicable taxes described herein based on the proportionate size of the Treasury Offering relative to the aggregate size of the Canadian Offering;

(e) all fees and expenses of the Auditors;

(f) all costs incurred in connection with the preparation, filing, printing and mailing of the Offering Documents and if applicable, certificates representing the Treasury Shares;

and any applicable sales taxes applicable to any such amounts.

In connection with all reasonable out-of-pocket expenses of the Agents, the Agents will obtain written approval from the Company before incurring any single expense greater than $2,000 (except for fees and expenses of the Agents' Counsel). All expenses incurred by or on behalf of the Agents and all fees and disbursements of the Agents payable pursuant to the foregoing shall be payable by the Company immediately upon receiving an invoice thereof from the Agents, and at the option of the Co-Lead Agents, may be deducted from the gross proceeds of the Treasury Offering in accordance with Section 11(b).

16. Press Releases

Neither the Company nor the Agents shall make any public announcement in connection with the Canadian Offering, except if the other party has consented to such announcement or the announcement is required by applicable Laws or stock exchange rules. In such event, the party proposing to make the announcement will provide the other party with a reasonable opportunity, in the circumstances, to review a draft of the proposed announcement and to provide comments thereon prior to the issuance thereof. The Company shall cause any press release describing the Canadian Offering to prominently display the following disclaimers:

"*NOT FOR RELEASE TO UNITED STATES NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES.*"

"The securities described herein have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any state securities laws, and accordingly, may not be offered or sold in the "United States" (as such term is defined in Regulation S under the U.S. Securities Act), except in compliance with the registration requirements of the U.S. Securities Act and applicable state securities laws or pursuant to exemptions therefrom. This press release does not constitute an offer to sell or a solicitation of an offer to buy any of the Company's securities in the United States"

17. Advertisements

The Company agrees, if requested by any Agent and to the extent permitted by applicable Laws, to include a reference to such Agent and its role in any press release or other public communication issued by the Company with respect to the Canadian Offering. In any event, any press release issued by the Company after the execution of this Agreement until the earlier of the Closing and termination of this Agreement that mentions any Agent, shall be issued only after consultation with such Agent and in compliance with applicable Laws. If the Canadian Offering is successfully completed, and provided an Agent is not in breach of any material provision hereof, subject to prior consultation with the Company such Agent will be permitted to publish, at its own expense, such advertisements or announcements relating to the services provided hereunder in such newspaper, periodicals or other publications as such Agent considers appropriate. The Company agrees that following the Closing Date and subject to prior consultation with the Company, any Agent may place "tombstone" and other advertisements relating to its role in connection with the Canadian Offering.

18. Standstill

The Company agrees that, from the date of this Agreement and continuing for a period of 90 days from the Closing Date, it will not, directly or indirectly, without the prior written consent of the Co-Lead Agents, on behalf of themselves and the Agents, offer, sell, issue, or grant or enter into any agreement or announce any intention to offer, sell, issue, or grant, any Common Shares or any securities convertible into or exchangeable for Common Shares, or agree to or announce the intention to do any of the foregoing, *other than, in each case,* pursuant to: (i) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan of the Company and other share based compensation arrangements including, for greater certainty, the sale of any shares issued thereunder; (ii) any outstanding options, warrants, restricted share units or other convertible securities; (iii) obligations in respect of existing agreements as of the date hereof; (iv) in connection with bona fide arm's length acquisitions; and (v) Common Shares or CDIs issuable pursuant to the Global Offering.

19. Wire Transfers

In order to facilitate an efficient and timely Closing at the Closing Time, any Agent, may choose to initiate a wire transfer of funds to the Company prior to the Closing Time. If an Agent does so, the Company agrees that such transfer of funds to the Company prior to the Closing Time does not constitute a waiver by the Co-Lead Agents, on behalf of themselves and/or the other Agents, of any of the conditions of the Closing set out in this Agreement. Furthermore, the Company agrees that any such funds received from an Agent prior to the Closing Time will be held by the Company in trust solely for the benefit of the Co-Lead Agents, on behalf of themselves and such Agent, until the Closing Time and, if the Closing does not occur at the scheduled Closing Time, such funds shall be immediately returned by wire transfer to the Co-Lead Agents, without interest. Upon the satisfaction of the conditions of the Closing, the funds held by the Company in trust for the Co-Lead Agents and/or other Agent shall be deemed to be delivered by the Co-Lead Agents and/or other Agent to the Company in satisfaction of the obligation of the Co-Lead Agents and/or other Agent hereunder and upon such delivery the trust constituted by this Section 19 shall be terminated without further formality. For greater certainty, termination of the Closing without protest by the Co-Lead Agents that all deliveries have not been completed is conclusive evidence that the same have been completed and that the Closing has occurred and become effective and that the funds held by the Company in trust for the Co-Lead Agents and/or other Agent are irrevocably released to the Company without further act or formality.

20. Survival of Representations, Warranties, Covenants and Agreements

The representations, warranties, covenants and agreements of the Company and the Agents contained in this Agreement and in any certificate or document delivered pursuant to this Agreement or in connection with the purchase and sale of the Treasury Shares shall be true and correct at the Closing Time and shall survive the purchase of the Treasury Shares and shall continue in full force and effect for such maximum period of time as the Agents or any purchaser of Offered Shares may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in the Offering Documents pursuant to Applicable Securities Law in any of the Canadian Offering Jurisdictions, for the benefit of the Agents regardless of any investigation by or on behalf of the Agents with respect thereto.

21. Conflict of Interest

The Company acknowledges that the Agents and their affiliates carry on a range of businesses, including providing stockbroking, investment banking and financial advisory, research, investment management, brokerage activities and custodial services to clients and trading in financial products as agent or principal. It is possible that the Agents and other entities in their group that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in those securities for their own account or for the account of their respective clients. The Company agrees that these divisions and entities may hold such positions and effect such transactions without regard to the Company's interests under this Agreement, and that the Agents do not have any obligation to disclose such activities, positions, transactions and services to the Company.

22. Fiduciary and Use of Advice

In connection with the services described in this Agreement, the Agents shall act as independent contractors, and any duties of the Agents arising out of this Agreement shall be owed solely to the Company. The Company hereby acknowledges that each of the Agents is acting solely as agent in connection with the offer and sale of the Treasury Shares. The Company further acknowledges that each of the Agents is acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that any Agent act or be responsible as a fiduciary to the Company, its management, shareholders or creditors or any other person in connection with any activity that such Agent may undertake or have undertaken in furtherance of such offer and sale of the Company's securities, either before or after the date hereof. Each of the Agents hereby expressly disclaims any fiduciary or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect. The Company and each of the Agents 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 any Agent to the Company regarding such transactions, including, but not limited to, any opinions or views with

respect to the price or market for the Company's securities, do not constitute advice or recommendations to the Company. The Company and each of the Agents agree that each Agent is acting as principal and not the agent or fiduciary of the Company and each Agent has not, and will not assume, any advisory responsibility in favour of the Company with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Agent has advised or is currently advising the Company on other matters). The Company hereby waives, to the fullest extent permitted by law, any claims that the Company may have against any of the Agents with respect to any breach or alleged breach of any fiduciary duty to the Company in connection with the transactions contemplated by this Agreement.

The Company acknowledges and agrees that all written and oral opinions, advice, analyses and materials, if any, provided by the Agents in connection with this Agreement and their engagement hereunder are intended solely for the Company's benefit and the Company's internal use only with respect to the Treasury Offering and the Company agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Co-Lead Agents' prior written consent in each specific instance. Any advice or opinions given by the Agents hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Agents, in their sole judgment, deems necessary or prudent in the circumstances. The Agents expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Agents or any unauthorized reference to the Agents or their engagement.

Information which is held elsewhere with any of the Agents, but of which none of the individuals in the investment banking department or division of any of the Agents involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain), will not for any purpose be taken into account in determining any of the responsibilities of the Agents to the Company under this Agreement.

23. Notice

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

(a) If to the Company, addressed and sent to:

Marimaca Copper Corp.
2200 – 885 West Georgia St.
Vancouver, British Columbia V6C 3E8

Attention: Hayden Locke
Email: *[Redacted – Personal Information]*

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

McCarthy Tétrault LLP
66 Wellington Street West, Suite 5300
TD Bank Tower Box 48
Toronto, Ontario M5K 1E6

Attention: Shea Small and Nancy Choi
Email: *[Redacted – Personal Information]*

(b) If to the Agents, addressed and sent to the Co-Lead Agents:

Beacon Securities Limited

66 Wellington Street West, Suite 4050
Toronto, Ontario M5K 1H1
Attention: Daniel Belchers
Email: *[Redacted – Personal Information]*

-and-

BMO Nesbitt Burns Inc.
100 King St. West, 3rd Floor Podium
Toronto, ON M5X 1H3

Attention: John Manning
Email: *[Redacted – Personal Information]*

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

Baker & McKenzie LLP
181 Bay Street, Suite 2100
Toronto, Ontario M5J 2T3

Attention: David Palumbo
Email: *[Redacted – Personal Information]*

or to such other address as any of the persons may designate by Notice given to the others.

Each Notice shall be personally delivered or sent by commercial courier to the addressee (with a copy sent by email) or sent by email to the addressee and:

(i) a Notice which is couriered or personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and

(ii) a Notice which is sent by email shall be deemed to be given and received on the first Business Day following the day on which it is sent, provided that the sender has evidence of a successful transmission, such email receipt confirmation.

24. Funds

All funds referred to in this Agreement shall be in Canadian dollars, unless otherwise expressly specified.

25. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the Treasury Offering and shall supersede the Engagement Letter and any other prior arrangement or understanding with the Agents in respect of the Treasury Offering except for any provisions thereof which by their terms survive until the completion of the Treasury Offering. This Agreement may be amended or modified in any respect by written instrument only.

26. Severability

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

27. Time of the Essence

Time shall be of the essence of this Agreement.

28. Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of law, rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or relating hereto.

29. Counterparts/Electronic Signatures

This Agreement may be executed by any one or more of the parties to this Agreement in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The transmission by facsimile or portable document format (.PDF) of a copy of the execution page hereof reflecting the execution of this Agreement by any party hereto shall be effective to evidence that party's intention to be bound by this Agreement and that party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

[Signatures on the following page]

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing this Agreement where indicated below and returning the same to the Co-Lead Agents, upon which this Agreement as so accepted shall constitute an agreement among us.

Yours very truly,

BEACON SECURITIES LIMITED

By: (Signed) *"Daniel Belchers"*
Name: Daniel Belchers
Title: Managing Director, Head of Investment Banking

BMO NESBITT BURNS INC.

By: (Signed) *"John Manning"*
Name: John Manning
Title: Managing Director, Equity Capital Markets

NATIONAL BANK FINANCIAL INC.

By: (Signed) "*Mengfei Zhou*"
Name: Mengfei Zhou
Title: Managing Director

ATB CAPITAL MARKETS CORP.

By: (Signed) "*Darren Wallace*"
Name: Darren Wallace
Title: Managing Director

PARADIGM CAPITAL INC.

By: (Signed) "*John Booth*"
Name: John Booth
Title: Head of Mining

RAYMOND JAMES LTD.

By: (Signed) "*Gavin McOuat*"
Name: Gavin McOuat
Title: Senior Managing Director

Agreed and accepted to by the undersigned as of the date of this Agreement

MARIMACA COPPER CORP.

By: (Signed) "*Hayden Locke"*
Name: Hayden Locke
Title: President & Chief Executive Officer

Schedule A

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

A. Definitions

Capitalized terms used in this Schedule A and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule is attached, and the following terms shall have the meanings indicated:

(a) "**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule A, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Treasury Offering of any such securities;

(b) "**Foreign Issuer**" means "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 A, it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States, or (b) a national of any country other than the United States, or (c) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States, and (2) any of the following: (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;

(c) "**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising", respectively, as used in Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet, or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(d) "**Offered Securities**" means the Treasury Shares;

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

(f) "**Qualified Institutional Buyer**" means a "qualified institutional buyer" as that term is defined in Rule 144A under the U.S. Securities Act;

(g) "**Substantial U.S. Market Interest**" means a "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S; and

(h) "**U.S. Purchaser**" means a Purchaser that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person or that received or accepted an offer to purchase the Offered Securities in the United States.

B. Representations, Warranties and Covenants of the Agents

Each of the Agents acknowledges and agrees that the Offered Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws, and the Offered Securities may be offered and sold only in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act

and any applicable state securities laws. Accordingly, each Agent represents, warrants and covenants to and with the Company, as at the date hereof and as at the Closing Date of the Canadian Offering, that:

1. Neither the Agent, any U.S. Placement Agent appointed by it, their respective affiliates or any person acting on any of their behalf has offered or will offer any Offered Securities except: (a) in an Offshore Transaction in compliance with Rule 903 of Regulation S; or (b) in the United States to Qualified Institutional Buyers, purchasing pursuant to an available exemption from the registration requirements of the U.S. Securities Act and in compliance with exemptions under applicable state securities laws, as provided in paragraphs 2 through 11 below. Accordingly, none of the Agent, any U.S. Placement Agent appointed by it, their respective affiliates or any person acting on any of their behalf, has made or will make (except as permitted in paragraphs 2 through 11 below): (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities in the United States; (ii) any sale of Offered Securities to any Purchaser unless, at the time the buy order was or is originated, the Purchaser was outside the United States, not a U.S. Person and not acting for the account or benefit of a person in the United States or a U.S. Person, or the Agent, any U.S. Placement Agent appointed by it, their respective affiliates or person acting on any of their behalf reasonably believed that such Purchaser was outside the United States, not a U.S. Person and not acting for the account or benefit of a person in the United States or a U.S. Person; or (iii) any Directed Selling Efforts.

2. The Agent has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities, except with any U.S. Placement Agent or Selling Firm appointed by it, or with the prior written consent of the Company. It shall require any U.S. Placement Agent and any Selling Firm appointed by it to agree in writing, for the benefit of the Company, to comply with, and shall use its commercially reasonable efforts to ensure that any U.S. Placement Agent and any Selling Firm appointed by it complies with, the same provisions of this Schedule A as applies to the Agent as if such provisions applied to any U.S. Placement Agent and any Selling Firm appointed by it.

3. All offers of Offered Securities by the Agent in the United States have been and shall be made only through a U.S. Placement Agent, which is a U.S. broker-dealer registered pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements) and in good standing with the Financial Industry Regulatory Authority, Inc., in compliance with all applicable U.S. federal and state broker-dealer requirements (which may include Rule 15a-6 under the U.S. Exchange Act).

4. Offers of Offered Securities in the United States have not been made and shall not be made by any form of General Solicitation or General Advertising or in any manner that would constitute a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

5. Any offer, or solicitation of an offer to buy, Offered Securities that has been made or will be made in the United States was or will be made only to Qualified Institutional Buyers, in compliance with an available exemption from the registration requirements of the U.S. Securities Act and exemptions under applicable state securities laws.

6. The Agent, acting through a U.S. Placement Agent, has offered and will offer the Offered Securities in the United States only to offerees with respect to which the Agent or the U.S. Placement Agent has a pre-existing business relationship and has reasonable grounds to believe and does believe, are Qualified Institutional Buyers and in compliance with an available exemption from the registration requirements under the U.S. Securities Act and exemptions under applicable state securities laws.

7. Each offeree of Offered Securities who is, or is acting for the account or benefit of, a person in the United States or a U.S. Person has been or shall be provided with a copy of the U.S. Memorandum containing the Prospectus and any Prospectus Amendment, in the form agreed to by the Company and the Co-Lead Agents. Prior to any sale of Offered Securities to, or for the account of benefit of, a U.S. Person or to a person in the United States, each such Purchaser shall be provided with a copy of the U.S. Memorandum, including the Prospectus and any Prospectus Amendment, and no other written material shall be used in connection with the offer or sale of the Offered Securities in the United States.

8. Prior to the completion of any sale by the Company of Offered Securities to a Qualified Institutional Buyer, each such U.S. Purchaser solicited by the Agent through a U.S. Placement Agent will be required to execute and deliver to the Company a U.S. QIB Letter in the form attached as Exhibit I to the U.S. Memorandum (the "**U.S. QIB Letter**").

9. Prior to the Closing Date, the Agent will provide the Company with a list of all U.S. Purchasers of the Offered Securities solicited by it through a U.S. Placement Agent. Prior to the Closing Date, the Agent will provide the Company with copies of all U.S. QIB Letters, duly completed and executed by such U.S. Purchasers for acceptance by the Company.

10. At Closing, the Agent and any U.S. Placement Agent appointed by it will provide a certificate, substantially in the form of Exhibit 1 to this Schedule A, relating to the manner of the offer and sale of the Offered Securities in the United States, or the Agent and any U.S. Placement Agent appointed by it will be deemed to have represented and warranted that no offers or sales of the Offered Securities were made in the United States.

11. None of the Agent, the U.S. Placement Agent appointed by it, their respective 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 with respect to the offer or sale of the Offered Securities.

C. Representations, Warranties and Covenants of the Company

The Company acknowledges and agrees that the Offered Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws, and the Offered Securities may be offered and sold only in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any applicable state securities laws. Accordingly, the Company represents, warrants, covenants and agrees, as of the date hereof and the Closing Date of the Canadian Offering, that:

1. The Company is a Foreign Issuer, and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities or any class of the Company's equity securities.

2. The Company is not, and as a result of the sale of the Offered Securities and the application of the proceeds of the Offering, will not be, an "investment company", as defined in the United States Investment Company Act of 1940, as amended, registered or required to registered under such Act.

3. During the period in which the Offered Securities are offered for sale, none of it, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, any of their respective affiliates, or any person acting on any of their behalf in respect of which no representation, warranty, covenant or agreement is made): (i) has made or will make any Directed Selling Efforts; or (ii) has engaged in or will engage in any form of General Solicitation or General Advertising or has acted in any manner that would constitute a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act, in connection with offers and sales of Offered Securities in the United States.

4. For a period beginning 30 days prior to the commencement of the Offering and ending 30 days following the Closing Date, none of it, its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, any of their respective affiliates, or any person acting on any of their behalf in respect of which no representation, warranty, covenant or agreement is made) has sold, offered for sale or solicited any offer to buy, or will sell, offer for sale or solicit any offer to buy, any of the Company's securities in a manner that would be integrated with the offer and sale of the Offered Securities in the United States and would cause the exemption from registration set forth in Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Offered Securities in the United States.

5. During the period in which the Offered Securities are offered for sale, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, any of their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take any action (i) in violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Securities, or (ii) that would cause the exemption afforded by Section 4(a)(2) of the U.S. Securities Act and/or Rule 506(b) of Regulation D to be

unavailable for offers and sales of the Offered Securities in the United States in accordance with this Agreement, or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities in Offshore Transactions in accordance with this Agreement.

6. The Company will, within the prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or any state securities laws in connection with the sale of the Offered Securities.

7. Neither the Company nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction, temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

8. Except with respect to offers and sales in accordance with this Agreement (including this Schedule A) in the United States to U.S. Offerees that are Qualified Institutional Buyers s in reliance upon an available exemption from registration requirements of the U.S. Securities Act, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Placement Agents, any of their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities in the United States; or (B) any sale of Offered Securities unless, at the time the buy order was or will have been originated, the Purchaser is (i) outside the United States; or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believes that the Purchaser is outside the United States and not a U.S. Person.

9. None of the Company 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 U.S. Securities and Exchange Commission pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.

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

EXHIBIT 1
TO SCHEDULE A

US. PLACEMENT AGENT'S CERTIFICATE

In connection with the Treasury Offering of the Treasury Shares of Marimaca Copper Corp. (the "**Company**") pursuant to the agency agreement dated February 19, 2026 by and between the Company and the Agents named therein (the "**Agreement**"), the undersigned do hereby certify as follows:

1. _____ (the "**U.S. Placement Agent**") was on the date of each offer and sale of Offered Securities in the United States, and is on the date hereof, a duly registered broker-dealer with the United States Securities and Exchange Commission and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.

2. All offers and sales of the Offered Securities in the United States have been conducted by us through the U.S. Placement Agent and in accordance with the terms of the Agreement (including Schedule A thereto) and all applicable U.S. federal and state broker-dealers requirements.

3. Immediately prior to offering Offered Securities, to each offeree that was, or was acting for the account or benefit of, a person in the United States or a U.S. Person (each, a "**U.S. Offeree**"), we had reasonable grounds to believe and did believe that each U.S. Offeree was a Qualified Institutional Buyer and, on the date hereof, we continue to believe that each U.S. Purchaser purchasing the Offered Securities from the Company is a Qualified Institutional Buyer.

4. Each U.S. Offeree of Offered Securities was provided with a copy of the U.S. Memorandum including the Prospectus (and any Prospectus Amendment), in the form agreed to by the Company and the Co-Lead Agents, and each U.S. Purchaser of Offered Securities was provided with a copy of the U.S. Memorandum, including the Prospectus, and no other written material was used in connection with the offer and sale of the Offered Securities in the United States.

5. No form of General Solicitation or General Advertising was used by us in connection with the offer and sale of the Offered Securities in the United States.

6. Prior to any sale of Offered Securities to a U.S. Purchaser, we caused each such U.S. Purchaser to execute and deliver a U.S. QIB Letter in the form of Exhibit I to the final U.S. Memorandum.

7. Neither the undersigned nor any of the undersigned's affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Securities.

8. The offering of the Offered Securities has been conducted by us in accordance with the terms of the Agreement, including Schedule A thereto.

Capitalized terms used in this certificate have the meanings given to them in the Agreement, including Schedule A attached thereto, unless otherwise defined herein.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

This certificate may be signed in as many counterparts as may be necessary, each of which so signed shall be deemed to be an original (including those transmitted by electronic facsimile or by portable document format (pdf)), and such counterparts together shall constitute one and the same instrument.

DATED this ____day of _____, 2026.

[AGENT]

_____

Name:
Title:

[U.S. PLACEMENT AGENT]

_____

Name:
Title: