



**2026**

**Annual General and Special  
Meeting of Shareholders**

to be held  
at 11 a.m. (ET) on June 17, 2026  
ONLINE AT:

<https://meetnow.global/MZ72QYA>

**MANAGEMENT INFORMATION CIRCULAR**

*Date: May 5, 2026*



Dear Fellow Shareholders,

2025 was a significant and formative year for Rio2. The Company started the year with construction activities in full swing at its Fenix Gold Mine, located in the Atacama region of Chile.

Rio2, in advancing the Fenix Gold Mine to production, will join a small group of publicly listed gold miners in the country including Kinross, Goldfields and Pan American Silver. This is a major achievement for a junior miner of the size of Rio2 and testament to our focus and resolve in executing and delivering for all our stakeholders.

During the year, with strong safety results, the Company was able to achieve its key milestones of completing initial construction, on time and on budget, for the Fenix Gold Mine to produce its first gold bar during the plant commissioning process in December. A junior miner building and operating a mine in a high-altitude desert environment is not easy or common but the team at Rio2 and Fenix Gold have taken up the challenge to demonstrate what's possible with everyone laser focused on the ultimate goal of becoming a consistent and profitable gold miner over the mine's current projected 17 year mine life.

Chile is a growing gold-producing nation, with a long established regulatory and fiscal environment that has supported long-term investment. Following the presidential election in 2025, there is now greater clarity over the policy agenda, with economic growth a key priority. Chile is working to streamline administrative processes associated with permitting, and these developments are expected to support Chile's long-term competitiveness and reinforce the country's position as a meaningful and growing producer of gold.

To diversify its mining portfolio, in late 2025, Rio2 made the opportunistic decision to acquire the producing Condestable Copper Mine located in Peru. Located approximately 90 km south of Lima, Condestable is a long-life underground copper mine with over 60 years of continuous production history. The mine and its 8,400 tonnes per day processing plant produce a clean concentrate with no penalties. Its coastal location at sea level provides excellent infrastructure access, low logistics risk, and strong operational stability.

The Condestable acquisition closed in late January 2026 and its contribution to Rio2's business will be reflected in 2026 operating and financial results.

Rio2 now operating in both Chile and Peru provides a stable platform for long-term investment, supported by regulatory clarity for future permitting and growth. At Rio2, we are aiming at delivering with confidence: our strategy is clear, the ramp-up of production at Fenix Gold is progressing well and steady state production at Condestable is expected during 2026, whilst our people remain committed to operating safely and responsibly. I would like to thank our employees, contractors, partners, communities and shareholders for their continued support.

*“Alex Black”*

Alex Black

Executive Chairman of the Board of Directors

## **MANAGEMENT INFORMATION CIRCULAR**

Rio2 Limited (the “**Company**” or “**Rio2**”) is providing this management information circular (this “**Information Circular**”) to its shareholders as of the close of business on May 5, 2026 (the “**Record Date**”) for its 2026 Annual General and Special Meeting (the “**Meeting**”) of the Company to be held on June 17, 2026 at 11:00 am Eastern Time, and at any adjournments or postponements thereof, for the purposes set forth in the accompanying Notice of Meeting.

Unless the context otherwise requires, references in this Information Circular to the Company are references to Rio2 Limited and its subsidiaries.

In this Information Circular, references to “C\$” are to amounts in Canadian dollars and references to “\$” and “US\$” are to amounts in United States dollars.

This Information Circular and certain information referenced within it are publicly available on the Company’s website at [www.rio2.com](http://www.rio2.com) and under the Company’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

## **PROXY INFORMATION**

### **SOLICITATION OF PROXIES**

The information contained in this Information Circular is furnished in connection with the solicitation of proxies to be used at the Meeting to be held on June 17, 2026 at 11:00 a.m. ET via live webcast at <https://meetnow.global/MZ72QYA> for the purposes set out in the accompanying Notice of the Meeting and under the heading “Particulars of Matters to be Acted Upon” below.

The Company will solicit proxies for the Meeting primarily by mail; however, directors, officers and employees of the Company may also solicit proxies by telephone, electronic transmission or in person in respect of the Meeting. The solicitation of proxies for the Meeting is being made by or on behalf of the management of Rio2, and Rio2 will bear the cost in respect of the Meeting.

### **QUORUM AND APPROVAL**

A quorum of shareholders is present at a meeting of shareholders irrespective of the number of persons actually present at the meeting, if at least 15% of the shares entitled to vote at the meeting are present in person or represented by proxy, and at least two persons entitled to vote at the meeting are actually present at the meeting or represented by proxy.

### **ATTENDING THE MEETING**

Shareholders and duly appointed proxyholders can attend the Meeting online by going to <https://meetnow.global/MZ72QYA>.

**“Registered Shareholders” — You are a registered shareholder if your name appears on your share certificate or appears as the registered shareholder with Rio2’s transfer agent**

**“Non-Registered Shareholders” — You are a non-registered (beneficial) shareholder if your shares are registered in the name of a bank, trust**

- **Registered Shareholders and duly appointed proxyholders** can participate in the Meeting by clicking “**Shareholder**” and entering a Control Number or an Invitation Code before the start of the Meeting.
  - **Registered Shareholders** — The 15-digit control number is located on the form of proxy or in the email notification you received.

company, securities broker, trustee or other financial institution or nominee on your behalf (your “Nominee”).

**Please be sure to follow the appropriate voting procedure.**

- **Duly appointed proxyholders** — Computershare will provide the proxyholder with an Invitation Code after the voting deadline has passed.
- Voting at the Meeting will only be available for Registered Shareholders and duly appointed proxyholders. Non-Registered Shareholders who have not appointed themselves as proxy may attend the Meeting by clicking “Guest” and completing the online form.

**IT IS IMPORTANT THAT YOU ARE CONNECTED TO THE INTERNET AT ALL TIMES DURING THE MEETING IN ORDER TO VOTE WHEN BALLOTING COMMENCES.**

**IN ORDER TO PARTICIPATE ONLINE, SHAREHOLDERS MUST HAVE A VALID 15-DIGIT CONTROL NUMBER AND PROXYHOLDERS MUST HAVE RECEIVED AN EMAIL FROM COMPUTERSHARE CONTAINING AN INVITATION CODE**

#### **PARTICIPATING AT THE MEETING**

The Meeting will be hosted online by way of a live webcast. Shareholders will not be able to attend the Meeting in person. A summary of the information shareholders will need to attend the online Meeting is provided below. The Meeting will begin at 11 a.m. ET on June 17, 2026.

- **Registered Shareholders and Duly Appointed Proxyholders:** Registered Shareholders (as defined in this Information Circular under the heading “Proxy Information — Attending the Meeting”) that have a 15-digit control number, along with duly appointed proxyholders who were assigned an Invitation Code by Computershare Trust Company of Canada (“**Computershare**”) (see details under the heading “Proxy Information — Appointment of Proxies”), will be able to vote and submit questions during the Meeting. To do so, please go to <https://meetnow.global/MZ72QYA> prior to the start of the Meeting to login. Click on “Shareholder” and enter your 15-digit control number or click on “Invitation Code” and enter your Invitation Code.
- **Non-Registered Shareholders:** Non-Registered Shareholders (as defined in this Information Circular under the heading “Proxy Information — Attending the Meeting”) who have not appointed themselves to vote at the Meeting, may login as a guest, by clicking on “Guest” and completing the online form.
- **United States Beneficial Holders:** To attend and vote at the virtual Annual General and Special Meeting, you must first obtain a valid legal proxy from your broker, bank or other agent and then register in advance. Follow the instructions from your broker or bank included with these proxy materials or contact your broker or bank to request a legal proxy form. After first obtaining a valid legal proxy from your broker, bank or other agent, to then register to attend the Meeting, you must submit a copy of your legal proxy to Computershare. Requests for registration should be sent:

By mail to: Computershare Trust Company of Canada  
320 Bay Street, 14th Floor, Toronto, Ontario M5H 4A6

OR

By email to: [uslegalproxy@computershare.com](mailto:uslegalproxy@computershare.com)

Requests for registration must be labelled as “Legal Proxy” and be received no later than June 15, 2026, by 11 a.m. ET. You will receive your registration confirmation by email after we receive your registration materials. You may attend the Meeting and vote your shares at <https://meetnow.global/MZ72QYA> during the Meeting.

Please note that Duly Appointed Proxyholders and United States Beneficial Holders are required to register their appointment at <http://www.computershare.com/Rio2>.

- Non-Registered Shareholders who do not have a 15-digit control number or an Invitation Code will only be able to attend as a guest. Guests may only listen to the Meeting and cannot vote or submit questions at the Meeting. Please see the information under the heading “Proxy Information — Non-Registered Shareholders” for an explanation of why certain shareholders may not receive a form of proxy.
- If you are eligible to vote at the Meeting, it is important that you are connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting.

## VOTING AT THE MEETING

A Registered Shareholder of common shares in the capital of the Company (“**Common Shares**”), or a Non-Registered Shareholder who has appointed themselves or a third-party proxyholder to represent them at the Meeting, will appear on a list of shareholders prepared by Computershare the Company’s transfer agent and registrar, and who will also be the scrutineer for the Meeting. To have their Common Shares voted at the Meeting, each Registered Shareholder or proxyholder will be required to enter their control number or Invitation Code provided by Computershare at <https://meetnow.global/MZ72QYA> prior to the start of the Meeting. In order to vote, Non-Registered Shareholders who appoint themselves as a proxyholder **MUST** register with Computershare at <http://www.computershare.com/Rio2> **after** submitting their voting instruction form in order to receive an Invitation Code (please see the information under the headings “Proxy Information — Appointment of Proxies” below for details).

If a shareholder who has submitted a proxy attends the Meeting via the webcast and has accepted the terms and conditions when entering the Meeting online, any votes cast by such shareholder on a ballot will be counted and the submitted proxy will be disregarded.

## APPOINTMENT OF PROXIES

**Shareholders have the right to appoint a person or company to represent them at the Meeting, other than the person or company designated in the form of proxy.** Shareholders who wish to appoint a third-party proxyholder to represent them at the Meeting **must submit their proxy or voting instruction form (if applicable) prior to registering their proxyholder. Registering the proxyholder is an additional step for shareholders once they have submitted their proxy or voting instruction form. Failure to register the proxyholder will result in the proxyholder not receiving an Invitation Code to participate in the Meeting.** To register a proxyholder, shareholders **MUST** visit <https://www.computershare.com/Rio2>, by June 15, 2026 at 11 a.m. ET and provide Computershare with their proxyholder’s contact information so that Computershare may provide such proxyholder with an Invitation Code via email.

A proxy can be submitted to Computershare either in person, or by mail or courier, to 320 Bay Street, 14th Floor, Toronto, Ontario M5H 4A6, or via the internet at [www.investorvote.com](http://www.investorvote.com). The proxy must be deposited with Computershare by no later than 11 a.m. ET on June 15, 2026, or if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and statutory holidays, before the commencement of such adjourned or postponed meeting. If a shareholder who has submitted a proxy attends the Meeting via the webcast and has accepted the terms and conditions when entering the Meeting online, any votes cast by such shareholder on a ballot will be counted and the submitted proxy will be disregarded.

**WITHOUT AN INVITATION CODE, PROXYHOLDERS WILL NOT BE ABLE TO VOTE AT THE MEETING.**

## RECEIVING DOCUMENTS

Pursuant to National Instrument 54-101 — *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) and National Instrument 51-102 — *Continuous Disclosure Obligations* (“**NI 51-102**”), public companies are

permitted to deliver proxy-related materials to their shareholders using the “notice-and-access” mechanism (as defined under NI 54-101 and sometimes referred to herein as the “**notice-and-access provisions**”) by posting such materials both on SEDAR+ and a non-SEDAR+ website, rather than delivering the materials by mail. The use of the notice-and-access reduces paper waste and mailing costs to the Company. In order for the Company to employ notice-and-access, the Company must send a notice to shareholders indicating that the proxy-related materials have been posted electronically and explaining how a shareholder can access them or obtain from the Company a paper copy of those materials. The required elements of such notice have been built into the accompanying Notice of Meeting.

The Company is sending this Information Circular to Registered and Non-Registered (beneficial) Shareholders using notice-and-access as permitted by NI 54-101 and NI 51-102. The Meeting materials, including this Information Circular, are available on under the Company’s profile on SEDAR+ and on the Company’s website at <https://www.rio2.com/investors> and will remain on the website for at least one full year from the date that the Meeting materials are posted on SEDAR+.

To obtain additional information about notice-and-access provisions, shareholders may contact the Company’s transfer agent, Computershare, at [www.computershare.com/noticeandaccess](http://www.computershare.com/noticeandaccess) or 1-866 964-0492 (toll-free).

The Company will not use procedures known as “stratification” in relation to its use of the notice-and-access provisions in relation to the Meeting. Stratification occurs when a reporting issuer using notice-and-access provides a paper copy of the relevant information circular to some, but not all, shareholders with the notice package in relation to the relevant meeting. In relation to the Meeting, Registered Shareholders will receive a paper copy of each of the Notice of the Meeting and a form of proxy, whereas Non-Registered Shareholders will receive a paper copy of the Notice of the Meeting and a Voting Instruction Form (VIF).

If you wish to obtain a printed paper copy of this Information Circular prior to the date of the Meeting please call Computershare as follows:

**For Holders with a 15-digit Control Number:**

Request materials by calling Toll Free, within North America - 1-866-962-0498 or direct, from Outside of North America - (514) 982-8716 and entering your control number as indicated on your Voting Instruction Form or Proxy.

**For Holders with a 16-digit Control Number:**

Request materials by calling Toll Free, within North America - 1-877-907-7643 or direct, from Outside of North America - 1-303-562-9305 and entering your control number as indicated on your Voting Instruction Form. Computershare will, upon request, mail a paper copy of this Information Circular at no cost within three business days following the receipt of such request.

To obtain paper copies of the materials after the Meeting date, please contact the Company by calling 1 (604) 762-8918.

**OBJECTING BENEFICIAL OWNERS**

The Company does not intend to pay for Nominees to deliver the Meeting materials and Form 54-101F7 — *Request for Voting Instructions Made by Intermediary* to “objecting beneficial owners” (“**OBOs**”), as defined under NI 54-101. As a result, OBOs will not receive the Meeting materials unless their respective Nominee assumes the delivery costs.

**CHANGING YOUR VOTE**

In addition to revocation in any other manner permitted by law, a Registered Shareholder, his or her attorney authorized in writing or, if the shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of the Company, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chair of the Meeting on the day of the Meeting. Only Registered Shareholders have the right to revoke a proxy. Non-Registered Shareholders who wish to change their vote should contact their respective Nominees well in advance of the Meeting to revoke the proxy on their behalf.

If, as a Registered Shareholder, you are using your 15-digit control number to login to the Meeting and you accept the terms and conditions when entering the Meeting online, you will be revoking any and all previously submitted proxies and will be provided the opportunity to vote by online ballot on the matters put forth at the Meeting.

**DO NOT ACCEPT THE TERMS AND CONDITIONS WHEN ENTERING THE MEETING ONLINE IF YOU DO NOT WISH TO REVOKE A PREVIOUSLY SUBMITTED PROXY. UPON DOING SO, YOU WILL BE ABLE TO LISTEN TO THE MEETING AS A GUEST ONLY.**

## **VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF**

The authorized capital of the Company consists of an unlimited number of Common Shares without par value. As at the date of this Information Circular (the “**Effective Date**”) there are 548,470,184 Common Shares issued and outstanding. The Company has only one class of shares. Persons who are Registered Shareholders at the close of business on the Record Date will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each Common Share held. To the knowledge of the Directors and executive officers of the Company, no person or company beneficially owns, controls or directs, directly or indirectly, shares carrying 10% or more of the voting rights attached to all shares of the Company.

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

To the knowledge of the board of directors of the Company (the “**Board**”), the only matters to be brought before the Meeting are those matters set forth in the accompanying Notice of Meeting.

### **1. RECEIVE THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF THE COMPANY FOR THE YEAR ENDED DECEMBER 31, 2025**

Rio2’s Audited Consolidated Financial Statements for the year ended December 31, 2025, and the auditor’s report are available on the Company’s website ([www.rio2.com](http://www.rio2.com)) and under the Company’s profile on SEDAR+ ([www.sedarplus.ca](http://www.sedarplus.ca)).

Rio2 filed an Annual Information Form for its financial year ended December 31, 2025 under the Company’s profile on SEDAR+, which contains, among other things, the disclosure required under National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”). See “Audit Committee” in the Annual Information Form for the information required to be disclosed in Form 52-110F1 of NI 52-110.

### **2. FIX THE NUMBER OF DIRECTORS TO BE ELECTED AT THE MEETING**

Shareholders of the Company will be asked to consider and, if thought appropriate, approve and adopt an ordinary resolution fixing the number of directors to be elected at the Meeting. In order to be effective, an ordinary resolution requires the approval of a majority of the votes cast by shareholders who vote in respect of the resolution.

At the Meeting, it will be proposed that seven (7) directors be elected to hold office until the next annual general meeting or until their successors are elected or appointed.

**UNLESS OTHERWISE DIRECTED, IT IS THE INTENTION OF THE MANAGEMENT DESIGNEES, IF NAMED AS PROXY, TO VOTE FOR FIXING THE NUMBER OF DIRECTORS TO BE ELECTED AT THE MEETING AT SEVEN (7)**


### **3. ELECTION OF DIRECTORS**

The Board has nominated seven directors for re-election at the Meeting. The directors nominated for re-election are Alex Black, Andrew Cox, Klaus Zeitler, Ram Ramachandran, Sidney Robinson, Albrecht Schneider and Drago Kisic. Each nominee is well-qualified to serve on the Board and has expressed a willingness to do so.

The following table sets forth the name of each of the persons proposed to be nominated for election as a director, all positions and offices in the Company presently held by such nominee, the nominee’s municipality of residence, principal occupation at present and during the preceding five years, the period during which the nominee has served as a director,

and the number and percentage of Common Shares of the Company that the nominee has advised are beneficially owned by the nominee, directly or indirectly, or over which control or direction is exercised, as of the Record Date.

	<p><b>Alex Black</b>                  Lima, Peru  <b>Executive Chairman of the Board (Non-Independent Director)</b> since November 28, 2022                  President, CEO &amp; Director from November 28, 2016 to November 28, 2022  <b>2025 Voting results 99.95% FOR / 0.05% WITHHELD</b></p>
<p>Mr. Black lives in Lima, Peru and has 40 years of experience in the mining industry. He holds a BSc in Mining Engineering from the University of South Australia and is a member of the Australasian Institute of Mining and Metallurgy. Prior to moving to Peru in 2000, Mr. Black was the founder and Managing Director of international mining consulting services group Global Mining Services from 1994 to 2000. In 1996, He also founded and was Chairman of OFEX listed AGR Limited with exploration projects in Ghana and Mongolia. In 2002, Mr. Black took control of Chariot Resources Limited (a TSX Venture Exchange-listed shell company) and played a key role in the acquisition of the Mina Justa Copper Project and formation of the Korean joint venture with Chariot Resources. Upon Mr. Black’s resignation as Chairman &amp; Executive VP of Chariot Resources in 2006, he founded the Peruvian registered Rio Alto S.A.C.</p> <p>In 2009 after successfully negotiating the acquisition of the La Arena Gold Project from IAMGOLD Corporation, Rio Alto was acquired by Mexican Silver Mines and renamed Rio Alto Mining Limited. In 2014, Rio Alto completed the successful acquisition of Sulliden Gold Corporation Ltd. and its Shahuindo Gold Project for an implied transaction value of C\$300 million. Mr. Black, as President &amp; Chief Executive Officer of Rio Alto Mining Limited, and his experienced management team, built Rio Alto from a C\$12 million company in 2009 to a C\$1.2 billion company in 2015 at the time of its acquisition by Tahoe Resources Inc.</p>	
<p><b>Ownership or Control Over Voting Shares Held<sup>(1)</sup></b></p> <p>18,786,142<sup>(1)</sup> – 3.42%<sup>(2R)</sup></p>	<p><b>Board/Committee Membership</b></p> <p>Member of the Health, Safety, and Community (“HSC”) Committee</p>

	<p><b>Klaus Zeitler</b>                  West Vancouver, BC, Canada  <b>Lead Independent Director</b> since November 28, 2022                  Chairman of the Board from April 24, 2017 to November 28, 2022  <b>2025 Voting results 99.96% FOR / 0.04% WITHHELD</b></p>
<p>Dr. Zeitler received his professional education at Karlsruhe University from 1959 to 1966 and obtained a PhD in economic planning. He is a member of the Canadian Institute of Mining, Metallurgy and Petroleum and the Prospectors and Developers Association of Canada.</p> <p>Dr. Zeitler financed, built and managed base metal and gold mines worldwide (Europe, Africa, North America, South America, Pacific) with a total investment value of \$4.0 billion. He was a managing director of Metallgesellschaft AG, a German metals conglomerate, and in 1986 founded and was a director and the first CEO of Metall Mining (later Inmet Mining Corporation) with assets of over \$4.0 billion, and base metal and gold mines in different parts of the world. After having been a director of Teck Corp. (1981–1997) and Cominco Ltd. (1986–1996), Dr. Zeitler joined Teck Cominco Ltd. in 1997 as Senior Vice President and had responsibilities for the exploration and development of mines in Peru, Mexico and the USA.</p>	

Since his retirement in 2002 from Teck, and in addition to being Executive Chairman and a director of Amerigo Resources Ltd. (TSX:ARG), Dr. Zeitler was Chairman of the board of directors Rio Alto Limited from 2011 to 2015, a director of Tahoe Resources Ltd. from April 2015 to May 2017, and is presently a director of Western Copper and Gold Corporation (TSX:WRN; NYSE:WRN).

**Ownership or Control Over Voting Shares Held<sup>(1)</sup>**

2,874,391<sup>(1)</sup> – 0.52%<sup>(2)</sup>

**Board/Committee Membership**

Chairman of the Corporate Governance & Compensation Committee  
 Chairman of the Health, Safety, and Community Committee



**Andrew Cox**

Lima, Peru

**Non-Independent Director** since December 15, 2022

President & CEO since November 28, 2022

**2025 Voting results 99.96% FOR / 0.04% WITHHELD**

Mr. Cox is based in Lima, Peru, and has over 24 years of experience in mining operations around the world. He held various positions at Rio Alto Mining Limited from 2011 until it was acquired in 2015 — he was operations manager at La Arena Gold Project from 2011 to 2014 and acting operations manager at the Shahuindo Gold Project for the first year of construction in 2015.

Following the acquisition of Rio Alto Mining Limited by Tahoe Resources Inc. in April 2015, Mr. Cox was the corporate operations manager in Peru until December 2016. Prior to his involvement with Rio Alto Mining Limited, he managed the dam embankment project at OceanaGold Corporation’s Macraes gold mine and the Alliance Mining contract at the Globe Progress mine for Stracon Group (New Zealand) from 2009 to 2011. In 2005, Mr. Cox joined mining and civil contractor Stracon GyM in Peru as manager of the El Brocal open-pit mining contract until 2009. He started his career with 10 years in alluvial gold mining and exploration in New Zealand, Chile and Bolivia with L&M Mining. Later, Mr. Cox moved to a role as Production Geologist at Solid Energy’s Stockton Mine in New Zealand. He holds an MSc (Geology) (Hons) from the University of Canterbury in New Zealand.

**Ownership or Control Over Voting Shares Held<sup>(1)</sup>**

846,092<sup>(1)</sup> – 0.15%<sup>(2)</sup>

**Board/Committee Membership**

N/A



**Ram Ramachandran**

Aurora, ON, Canada

**Independent Director** since April 24, 2017

**2025 Voting results 99.96% FOR / 0.04% WITHHELD**


Mr. Ramachandran has over 35 years of capital markets experience. He previously served as Associate Chief Accountant and Deputy Director, Corporate Finance at the Ontario Securities Commission and as a senior member in the national office of an international accounting firm. Mr. Ramachandran originally qualified as a Chartered Accountant in England & Wales in 1978 and subsequently in Ontario in 1984 (now retired).

<p><b>Ownership or Control Over Voting Shares Held<sup>(1)</sup></b></p> <p>213,250<sup>(1)</sup> – 0.03%<sup>(2)</sup></p>	<p><b>Board/Committee Membership</b></p> <p>Chairman of the Audit Committee  Member of the Corporate Governance &amp; Compensation Committee  Member of the Health, Safety, and Community Committee</p>
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	<p><b>Sidney Robinson</b>  Toronto, ON, Canada  <b>Independent Director</b> since April 24, 2017  <b>2025 Voting results 99.96% FOR / 0.04% WITHHELD</b></p>
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Mr. Robinson was a senior partner of Torys LLP, a law firm, until January 2004, practicing corporate/commercial law, with emphasis on financings, mergers and acquisitions and international projects. In his practice, Mr. Robinson acted as strategic and legal advisor to senior management and boards of many large corporate issuers. Mr. Robinson was a long-time member of Torys LLP’s executive committee. Mr. Robinson is a former director of Rio Alto Mining Limited, Amerigo Resources Ltd., and of Inmet Mining Corporation. He has also served on the board of directors of several private corporations, is a founding partner of Butterfield & Robinson Inc., and was the first Chairman of Canada Post Corporation’s Real Estate Advisory Committee. Mr. Robinson holds an M.A. and an LL.B from the University of Toronto and an LL.M from York University’s Osgoode Hall Law School.

<p><b>Ownership or Control Over Voting Shares Held<sup>(1)</sup></b></p> <p>801,001<sup>(1)</sup> – 0.14%<sup>(2)</sup></p>	<p><b>Board/Committee Membership</b></p> <p>Member of the Audit Committee</p>
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	<p><b>Albrecht Schneider</b>  Santiago, Chile  <b>Independent Director</b> since July 16, 2018  <b>2025 Voting results 99.96% FOR / 0.04% WITHHELD</b></p>
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Mr. Schneider was the co-founder of Atacama Pacific Gold Corporation and discovered, with his team, the Cerro Maricunga gold deposit in northern Chile. He served as the Executive Chairman and as a director of Atacama Pacific Gold Corporation until the completion of its business combination with Rio2 in July 2018.

Mr. Schneider is a Professional Geologist with more than 25 years of field management and project generation experience in South America. He is currently the President of SBX Consultores, a geological consulting firm in Santiago, Chile. He has held senior management positions with several other public companies, including TVX Gold Inc. and generated the Volcan gold discovery in Chile for Andina Minerals. He has also acted as a Chilean representative for TVX Normandy Americas, Newmont Mining, and Kinross Gold and has acted as an international consultant for Antofagasta and Gold Fields.

Mr. Schneider received a Ph.D. (Geology) from Imperial College London, a university in London, England, in 1985.

<p><b>Ownership or Control Over Voting Shares Held<sup>(1)</sup></b></p> <p>12,336,610<sup>(1)</sup> – 2.25%<sup>(2)</sup></p>	<p><b>Board/Committee Membership</b></p> <p>N/A</p>
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## Drago Kistic

Lima, Peru

Independent Director since May 28, 2019

2025 Voting results 99.96% FOR / 0.04% WITHHELD

Mr. Kistic is a founding member and shareholder of Macro Group (Macroconsult, Macroinvest, Macrocapitales Safi, Macro Assets Management and Macro Wealth) and President of the board of directors of: Macrocapitales SAFI; Banco Pichincha Perú S.A.; Bodega San Nicolás; Inmobiliarias Cerro Lindo SAC and Alto Las Viñas SAC. Currently, he is a member of the board of directors of: Corporacion Rey; Haug S.A.; Clínica Médica Cayetano Heredia; Corporación Lindley; Promotora San Andres and Asociación de Bancos del Perú (ASBANC). From 1978 to 1981, Mr. Kistic worked as Senior Economist for the Banco Central de Reserva del Peru and was Chairman of the Board of the Comisión Nacional Supervisor de Empresas y Valores (CONASEV) between 1981 and 1982. Between 1982 and 1985, he acted as Advisor to the Executive Director of the World Bank in Washington D.C., USA. In 1998, Mr. Kistic was a member of the Advisory Committee of the Peruvian Ministry of Foreign Affairs and President of the commission of border integration in the peace negotiations between Peru and Ecuador. He was a director of Rio Alto Mining Limited (TSX) (from 2010 to 2015) and Tahoe Resources Ltd. (from August 2015 to February 2019).

Mr. Kistic holds a B.S. from Pontificia Universidad Católica del Perú and a Master's degree (B-Phil) from Oxford University.

### Ownership or Control Over Voting Shares Held<sup>(1)</sup>

234,211<sup>(1)</sup> – 0.04%<sup>(2)</sup>

### Board/Committee Membership

Member of the Audit Committee  
Member of the Corporate Governance & Compensation Committee

#### Notes:

- (1) Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at the date of this Information Circular, based upon information furnished to the Company by the applicable individual.
- (2) Percentage of the Common Share issued and outstanding as of Record Date.
- (3) For purposes of the above director information, "Independent" has the meaning ascribed thereto in NI 52-110.

**UNLESS OTHERWISE DIRECTED, IT IS THE INTENTION OF THE MANAGEMENT DESIGNEES, IF NAMED AS PROXY, TO VOTE FOR THE ELECTION OF THE PERSONS NAMED IN THE TABLE ABOVE TO THE BOARD.**

Management does not contemplate that any of the nominees will be unable to serve as directors; however, if, for any reason, any of the proposed nominees do not stand for election or are unable to serve as such, proxies held by Management Designees will be voted for another nominee in their discretion unless the shareholder has specified in his, her or its form of proxy that his, her or its Common Shares are to be withheld from voting in the election of directors. Each director elected will hold office until the next annual general meeting of shareholders or until his successor is duly elected, unless his office is earlier vacated in accordance with the by-laws of the Company or the provisions of the *Business Corporations Act* (Ontario) ("OBCA").

#### MAJORITY VOTING FOR DIRECTORS

The Board has adopted a majority voting policy in director elections that will apply at any meeting of the Company's shareholders where an uncontested election of directors is held. Pursuant to this policy, if the number of proxy votes withheld for a particular director nominee is greater than the votes for such director, the director nominee will be required to submit his or her resignation to the Chairman of the Board promptly following the applicable shareholders' meeting. Following receipt of such resignation, the Corporate Governance and Compensation Committee of the Board (the "CGC Committee") will consider whether to accept the offer of resignation and make a recommendation to the Board. Within 90 days following the applicable shareholders' meeting, the Board shall publicly disclose its decision whether to accept the

applicable director's resignation or not, including the reasons for rejecting the resignation, if applicable. The Board shall accept the director's resignation absent exceptional circumstances. A director who tenders his or her resignation pursuant to this policy will not be permitted to participate in any meeting of the Board or the CGC Committee at which the resignation is considered.

#### **CEASE TRADE ORDERS OR BANKRUPTCIES**

To the best of the Company's knowledge, no proposed director, is, as at the date of this Information Circular, or has been, within ten (10) years before the date of this Information Circular, a director or executive officer of any company (including the Company) that:

- (a) was subject to: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "Order"), that was issued while the proposed director was acting in the capacity as director or executive officer; or
- (b) was subject to an Order that was issued after the proposed director ceased to be a director or executive officer and which resulted from an event that occurred while that person was acting in the capacity as director or executive officer.

To the best of the Company's knowledge, no proposed director is, at the date of this Information Circular, or has been within ten (10) years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while the proposed director was acting in that capacity, or within a year of the proposed director ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

##### *Personal Bankruptcies*

No proposed director has, within ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such person.

##### *Penalties and Sanctions*

To the best of the Company's knowledge, no proposed director has, as at the date of this Information Circular, been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

#### **4. APPOINTMENT OF INDEPENDENT AUDITOR**

PricewaterhouseCoopers LLP are the current auditors of the Company and were first appointed effective August 8, 2024. The Board, on the recommendation of the Audit Committee, proposes that PricewaterhouseCoopers LLP be reappointed as auditors of the Company to hold office until the earlier of the next annual meeting of Shareholders or their resignation or removal by the Company, at a remuneration to be fixed by the Board.

At the Meeting, shareholders will be asked to consider, and if thought appropriate, approve and adopt an ordinary resolution to re-appoint PricewaterhouseCoopers LLP as auditors of the Company to hold office until the earlier of the next annual meeting of Shareholders or their resignation or removal by the Company, at a remuneration to be fixed by the Board. In order to be effective, an ordinary resolution requires the approval of a majority of the votes cast by shareholders who vote in respect of the resolution.

**UNLESS OTHERWISE DIRECTED, IT IS THE INTENTION OF THE MANAGEMENT DESIGNEES, IF NAMED AS PROXY, TO VOTE FOR THE APPOINTMENT OF PRICEWATERHOUSECOOPERS LLP AS AUDITOR OF THE COMPANY FOR THE ENSUING YEAR AND TO AUTHORIZE THE BOARD TO FIX THE REMUNERATION OF PRICEWATERHOUSECOOPERS LLP.**

## **5. AMENDMENT OF STOCK OPTION PLAN**

Rio2 has a stock option plan (the “**Option Plan**”) that was most recently approved by the shareholders of the Company on June 4, 2025 (and first approved by shareholders on September 27, 2023). The Company is proposing to replace the Option Plan with the amended stock option plan (the “**Amended Option Plan**”) in substantially the form attached hereto as Schedule “A”. The Amended Option Plan is substantially the same as the Option Plan, however the Amended Option Plan was revised to comply with Toronto Stock Exchange (“**TSX**”) polices and remove certain restrictions that were required by the TSX Venture Exchange and which are no longer applicable to the Company. The amendments include, among others of a housekeeping nature: (a) the removal of the requirement to seek annual shareholder approval, as this is not required by the TSX; (b) removal of the hold period section, as this is not required by the TSX; (c) removal of certain participation limits, including the 5% individual Participant limit and the 2% limits for consultants and investor relations persons; (d) addition of a provision prohibiting the Company from granting Options based on a market price that does not reflect material undisclosed information, except as permitted by the TSX; (e) revisions to the amendment provisions to comply with TSX policies. The amendment provisions are described below under “Summary of Amended Option Plan”.

As at the Effective Date, the total number of options that are issued and outstanding is 17,077,266 (3.11% of the Company’s issued and outstanding Common Shares) and the total number of options that are available for grant is 35,735,584 (6.52% of the Company’s issued and outstanding Common Shares, as the maximum limit for all Security Based Compensation Arrangements (as such term is defined by the TSX), including Awards and Options, is 10% of the issued and outstanding Common Shares of the Company).

The Board approved the adoption of the Amended Option Plan by a directors’ resolution dated effective May 5, 2026, subject to the approval of the TSX and the shareholders of the Company. As a result, and assuming such approval is obtained, the Option Plan will be of no further force and effect and all options and stock option agreements issued under the Option Plan will be deemed to be issued under the Amended Option Plan and henceforth governed under the Amended Option Plan.

### **Summary of Amended Option Plan**

The following is a summary of the material terms of the Amended Option Plan, which is qualified in its entirety by the full text of the Amended Option Plan which is attached hereto as Schedule “A”.

The Option Plan functions as a rolling plan and, as such, the maximum number of Common Shares issuable pursuant to all Options (as defined below) issued under the Option Plan and other security based compensation plans (including the Share Incentive Plan, as defined below) of the Company shall not exceed 10% of the outstanding Common Shares from time to time. As of the date of this Information Circular, there are 548,470,184 Common Shares issued and outstanding and, therefore, 54,847,018 Common Shares are reserved for grant and issuance pursuant to the settlement of Options pursuant to the Option Plan and the Company’s other security based compensation plans.

The Option Plan permits the granting of stock options (“**Options**”) to directors, officers and employees of, and consultants to, the Company. The Option Plan limits the total number of Common Shares that may be issued on exercise of Options outstanding at any time under the Option Plan to 10% of the number of Common Shares issued and outstanding (less the number of Common Shares reserved for issuance under any other share-based compensation arrangement of the Company), subject to the following additional limitations:

- (a) the maximum number of Common Shares issuable pursuant to all security-based compensation granted to insiders (as a group) must not exceed 10% of the issued and outstanding Common Shares at any point in time (unless the Company has obtained the requisite disinterested shareholder approval); and
- (b) the maximum number of Common Shares issued to insiders (as a group), within any one year period, under all security-based compensation (including Options) must not exceed 10% of the issued and outstanding Common Shares (unless the Company has obtained the requisite disinterested shareholder approval).

Each Option and all rights thereunder will expire on the date set out in the applicable option agreement. Under the Option Plan, in the event of a participant's death, the Options previously granted to such participant will be exercisable within one year after such death and then only to the extent that the deceased participant was entitled to exercise their Option at the date of death. In the event that a participant shall cease to be a director, officer, consultant or employee of the Company or ceases to be a Management Company Employee (as defined in the Amended Option Plan), for any reason (other than for cause or by reason of death), such Participant may exercise his or her Option to the extent that the participant was entitled to exercise it at the date of such cessation, provided that such exercise must occur within one year after the participant ceases to be a director, officer, consultant, employee or a Management Company Employee, unless such participant was engaged in investor relations activities, in which case such exercise must occur within 30 days after the cessation of services. If a Participant ceases for cause, any granted but unexercised Options shall terminate and become null and void immediately.

Pursuant to the Option Plan, the exercise price shall be fixed by the Board at the time that the Option is granted; however, no Option shall be granted with an exercise price at a discount to the market price. The market price shall be the closing price of the Common Shares on the TSX on the first day preceding the date of grant on which at least one board lot of Common Shares traded. Except as permitted by the rules of the TSX, the Company shall not grant Options with an exercise price determined on the basis of a market price that does not reflect material information of which management is aware but which has not been publicly disclosed. The Option Plan also provides that the Board may, in its sole discretion, determine the time during which Options shall vest and the method of vesting, subject to any vesting restrictions imposed by any stock exchange on which the Common Shares are then listed. The maximum term of an Option may not exceed 10 years from the date of grant.

The Option Plan includes a blackout provision. Pursuant to the policies of the Company respecting restrictions on trading, there are a number of periods each year during which directors, officers and certain employees are precluded from trading in the Company's securities. These periods are referred to as "black-out periods". A blackout period is designed to prevent a person from trading while in possession of material information that is not yet available to other Shareholders. The Option Plan includes a provision that, should an Option expiration date fall within a black-out period or immediately following a black-out period, the expiration date will automatically be extended without any further act or formality, to that date which is the 10th business day after the end of the black-out period, and the 10 business day period may not be further extended by the Board.

The Option Plan allows for the holder of an Option to exercise their Options on a cashless exercise or net exercise basis. In connection with a cashless exercise, a brokerage firm will loan money to a participant under the Option Plan to purchase Common Shares underlying the options and will sell a sufficient number of Common Shares to cover the exercise price of such options in order to repay the loan made to the participant and the participant retains the balance of the Common Shares. In connection with a net exercise, a participant under the Option Plan would receive Common Shares equal in value to the difference between the exercise price and the fair market value of the Common Shares on the date of exercise, computed in accordance with the following formula:

$$X = \frac{Y(A - B)}{A}$$

where:

- X = The number of Common Shares to be issued to the participant in consideration for the net exercise of the Options
- Y = The number of vested Options with respect to the vested portion of the Option to be surrendered for cancellation
- A = The volume weighted average trading price of the Common Shares on the TSX calculated by dividing the total value by the total volume of such securities trade for the five trading days immediately preceding the exercise of the subject Option
- B = The exercise price for such Options

In the event of a Change of Control (as defined in the Amended Option Plan), the Board, in its sole discretion, may declare that all unexercised, unvested and outstanding Options granted under the Amended Option Plan vest and are immediately

exercisable prior to the effective time of the Change of Control in respect of any and all Common Shares for which the Participant has not exercised the Option.

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of the Amended Option Plan shall not be transferable or assignable unless specifically provided in the plan or to the extent, if any, permitted by the TSX.

The Option Plan specifies the types of amendments to the Option Plan and the Options granted thereunder that can be made by the Board without the approval of the shareholders. Amendments to any of the following provisions of the Amended Option Plan will be subject to prior shareholder approval and approval of the TSX: (a) persons eligible to be granted or issued Options under the plan; (b) the maximum number or percentage, as the case may be, of listed shares that may be issuable under the plan in Section 5; (c) the limits under the plan on the amount of Options that may be granted or issued to any one person or any category of persons (such as, for example, Insiders) in Section 9; (d) the method for determining the exercise price of the Options; (e) the maximum term of the Options; (f) the expiry and termination provisions applicable to the Options, including the addition of a blackout period; and (g) amendments to any amending provision within the plan. Disinterested shareholder approval must be obtained for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Participant is an Insider of the Corporation at the time of the proposed amendment.

Subject to applicable law and TSX rules, the Board may, without notice or shareholder approval, at any time and from time to time, amend the Amended Option Plan and/or any Options granted hereunder for the purposes of: (a) amendments to fix typographical errors; (b) amendments to clarify existing provisions of the plan which does not have the effect of altering the scope, nature and intent of such provisions; or (c) making any other amendment(s) that do not require the Company's shareholder approval pursuant to the Plan or the rules of the TSX.

The Amended Option Plan allows the Board to terminate or discontinue the Amended Option Plan at any time without the consent of the Option holders, provided that such termination or discontinuance shall not alter or impair any Option previously granted under the Amended Option Plan.

#### **Burn Rate**

The annual "burn rate" of all awards granted under the Option Plan for the years ended December 31, 2025, 2024 and 2023 is set out below as calculated in accordance with TSX requirements.

	<b>Year Ended December 31, 2025</b>	<b>Year Ended December 31, 2024</b>	<b>Year Ended December 31, 2023</b>
Option Burn Rate <sup>(1)</sup>	1.59%	0.00%	2.77%

**Note:**

<sup>(1)</sup> The burn rate is equal to the number of options granted under the Option Plan during the applicable financial year divided by the weighted average number of Common Shares outstanding during the applicable financial year. For the financial year ended December 31, 2025, the Corporation granted 6,820,000 Options and had a weighted average of 428,270,686 Common Shares outstanding. For the financial year ended December 31, 2024, the Corporation granted no Options. For the financial year ended December 31, 2023, the Corporation granted 7,150,000 Options and had a weighted average of 258,481,497 Common Shares outstanding.

#### **Text of Ordinary Resolution to Approve and Adopt the Amended Option Plan**

The Board has reviewed the proposed resolution and concluded that the approval of the Amended Option Plan, as described above, is in the best interests of the Company and recommends that shareholders vote in favour of the ordinary resolution approving and adopting the Amended Option Plan.

The shareholders at the Meeting will be asked to consider and, if thought fit, approve an ordinary resolution approving and adopting the Amended Option Plan as the Company's stock option plan, substantially as follows. All shareholders present at the Meeting, whether in person or by proxy, will be entitled to vote on the following resolution:

**"BE IT RESOLVED** as an ordinary resolution of the Company that:

1. the stock option plan of Rio2 Limited (the "**Company**") substantially in the form attached as Schedule "A" to the Management Information Circular of the Company dated May 5, 2026 (the "**Amended Option Plan**"), be and is hereby authorized, ratified, approved and adopted as the stock option plan of the Company;

2. the form of the Amended Option Plan may be amended, in the discretion of the board of directors of the Company (the “**Board**”), in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Company;
3. the termination of the current stock option plan (the “**Option Plan**”) of the Company is hereby approved;
4. all issued and outstanding stock options previously granted under the Option Plan are hereby continued under and governed by the Amended Option Plan;
5. the shareholders of the Company hereby expressly authorize the Board to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard;
6. any one (or more) director or officer of the Company is hereby authorized and directed, on behalf of the Company, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Company or otherwise) that may be necessary or desirable to give effect to this ordinary resolution; and
7. the Company is authorized to reserve and issue Common Shares in the capital of the Company for issuance upon exercise of awards granted pursuant to the Amended Option Plan.”

**UNLESS OTHERWISE DIRECTED, IT IS THE INTENTION OF THE MANAGEMENT DESIGNEES TO VOTE PROXIES IN FAVOUR OF THE RESOLUTION APPROVING AND ADOPTING THE AMENDED OPTION PLAN.**

## **6. AMENDMENT OF SHARE INCENTIVE PLAN**

The Company has a share incentive plan (the “**Share Incentive Plan**”) most recently approved by the shareholders of the Company on June 4, 2025 (and first approved by shareholders on May 15, 2024). The Company is proposing to replace the Share Incentive Plan with the amended share incentive plan (the “**Amended Share Incentive Plan**”) in substantially the form attached hereto as Schedule “B”. The Amended Share Incentive Plan is substantially the same as the Share Incentive Plan, however the Amended Share Incentive Plan was revised to comply with TSX policies and remove certain restrictions that were required by the TSX Venture Exchange and which are no longer applicable to the Company. The amendments include, among others of a housekeeping nature: (a) removal of certain participation limits, including the 5% individual Participant limit and the 2% limits for consultants and investor relations persons; and (b) revisions to the amendment provisions to comply with TSX policies. The amendment provisions are described below under “Summary of Amended Share Incentive Plan”.

As at the Effective Date, the total number of Awards (as defined below) that are issued and outstanding is 2,034,168 (0.37% of the Company’s issued and outstanding Common Shares) and the total number of Awards that are available for grant is 35,808,918 (6.53% of the Company’s issued and outstanding Common Shares, as the maximum limit for all Security Based Compensation Arrangements (as such term is defined by the TSX), including Awards and Options, is 10% of the issued and outstanding Common Shares of the Company).

The Board approved the adoption of the Amended Share Incentive Plan by a directors’ resolution dated effective May 5, 2026, subject to the approval of the shareholders of the Company. As a result, and assuming such approval is obtained, the Share Incentive Plan will be of no further force and effect and all awards and award agreements issued under the Share Incentive Plan will be deemed to be issued under the Amended Share Incentive Plan and henceforth governed under the Amended Share Incentive Plan.

### **Summary of Amended Share Incentive Plan**

The following is a summary of the material terms of the Amended Share Incentive Plan, which is qualified in its entirety by the full text of the Amended Share Incentive Plan attached hereto as Schedule “B”.

The Amended Share Incentive Plan functions as a rolling plan and, as such, the maximum number of Common Shares issuable pursuant to all Awards issued under the Amended Share Incentive Plan and other security based compensation plans (including the Option Plan) of the Company shall not exceed 10% of the outstanding Common Shares from time to time. As of the date of this Information Circular, there are 548,470,184 Common Shares issued and outstanding and,

therefore, 54,847,018 Common Shares are reserved for grant and issuance pursuant to the settlement of Awards pursuant to the Amended Share Incentive Plan.

#### *Purpose and Eligibility*

The purpose of the Amended Share Incentive Plan is to strengthen the ability of the Company to (i) retain and attract qualified directors, officers, consultants, employees, management company employees (“**Service Providers**”); (ii) to promote a proprietary interest in the Company by such Service Providers and to encourage such persons to remain in the employ or service of the Company and put forth maximum efforts for the business and the success of the affairs of the Company; and (iii) to focus management of the Company on operating and financial performance and long-term shareholder return. The Amended Share Incentive Plan does not include stock options, which are addressed under the Company’s Option Plan.

All Service Providers are eligible to participate in the Amended Share Incentive Plan, subject to limitations in the event of the termination of services of an employee, director, management company employees or consultant. Participation in the Amended Share Incentive Plan is voluntary and eligibility to participate does not confer upon any Service Provider any right to receive any grant of an Award pursuant to the Amended Share Incentive Plan. The extent to which any Service Provider is entitled to receive a grant of an Award pursuant to the Amended Share Incentive Plan will be determined in the sole and absolute discretion of the Board.

#### *Administration of the Amended Share Incentive Plan*

The Amended Share Incentive shall be administered by the Board, which may appoint a committee to administer the plan. The Board has full power and sole responsibility for the administration of the plan, including the authority to grant Awards, determine the Fair Market Value (as defined in the Amended Share Incentive Plan) of the Common Shares, select the Service Providers to whom Awards are granted, set the award value, determine the peer comparison group, establish performance measures and the payout multiplier, prescribe and amend rules relating to the plan, interpret the plan, determine the terms of award agreements, and make all other determinations deemed necessary or advisable. The Board retains full discretion with respect to each Award, including the size, terms, conditions and form of payment, and no Service Provider has any claim or right to be granted an Award other than as may be provided for in an applicable award agreement.

#### *Awards Granted Under the Amended Share Incentive Plan*

Awards under the Amended Share Incentive Plan can be time-based (“**Time-Based Award**”) or performance-based (“**Performance-Based Award**” and together with Time-Based Awards, “**Awards**”). In determining the Service Providers to whom Awards may be granted and the number of Common Shares to be covered by each Award, the Board may take into account such factors as it shall determine in its sole discretion, including, if so determined by the Board, any one or more of the following factors:

- (a) compensation data for comparable benchmark positions among the Company’s peers;
- (b) the duties, responsibilities, position and seniority of the Service Provider;
- (c) the corporate performance measures for the applicable period compared with any applicable internally established performance measures approved by the Board and/or similar performance measures of members of the Company’s peers for such period;
- (d) the individual contributions and potential contributions of the Service Provider to the success of the Company;
- (e) any bonus payments paid or to be paid to the Service Provider in respect of his or her individual contributions and potential contributions to the success of the Company;
- (f) the fair market value or current market price of the Common Shares at the time of such Award; and
- (g) such other factors as the Board shall deem relevant in its sole discretion in connection with accomplishing the purposes of the Amended Share Incentive Plan.

#### *Limitations Under the Amended Share Incentive Plan*

Subject to adjustment as provided for in the Amended Share Incentive Plan and any subsequent amendment to the Amended Share Incentive Plan, the total number of Common Shares reserved and available for grant and issuance pursuant to the settlement of Awards pursuant to the Amended Share Incentive Plan, together with all of the Company's other security based compensation arrangements (including the Option Plan), shall not exceed 10% (in the aggregate) of the issued and outstanding Common Shares of the Company from time to time. Any Award granted under the Amended Share Incentive Plan that has been settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised, the Common Shares that were reserved will revert to the Amended Share Incentive Plan and again be available for the purposes of the granting of further Awards under the Amended Share Incentive Plan.

The Amended Share Incentive Plan is subject to the following limitations on Awards:

- (a) the maximum number of Common Shares issuable pursuant to all security-based compensation granted to Insiders (as a group) must not exceed 10% of the issued and outstanding Common Shares at any point in time (unless the Company has obtained the requisite disinterested shareholder approval); and
- (b) the maximum number of Common Shares issued to Insiders (as a group), within any one year period, under all security-based compensation arrangements (including Awards) must not exceed 10% of the issued and outstanding Common Shares;

Annually, and prior to the payment date in respect of any Performance-Based Award, the Board shall assess the performance of the Company for the applicable period and shall determine, in its sole discretion, whether a payout multiplier applies. Such payout multiplier is subject to the aforementioned limits. The Company shall be permitted to make payments in cash to the Service Provider, if it does not have a sufficient amount of Common Shares reserved under the Amended Share Incentive Plan to satisfy its obligations under the payout multiplier.

#### *Term and Vesting of Awards*

The payment dates in respect of Awards issued pursuant to the Amended Share Incentive Plan is as follows, unless otherwise determined by the Board in its sole discretion (and, for greater certainty, the Board may, in its sole discretion, impose additional or different conditions on the determination of the payment date(s) in respect of payment pursuant to any Award):

- (a) as to one-third of the award value of such Award, on the first anniversary of the grant date of the Award;
- (b) as to one-third of the award value of such Award, on the second anniversary of the grant date of the Award; and
- (c) as to the remaining one-third of the value of such Award, on the third anniversary of the grant date of the Award.

The aforementioned payment dates are subject to leaves of absences, black-out periods, change of control of the Company and acceleration of vesting of Awards in connection with a Service Provider's death or where the Service Provider ceases to be an eligible Service Provider in connection with a change of control, take-over bid, reverse take-over or other similar transaction. Notwithstanding any provision of the Amended Share Incentive Plan, no Award may vest before one year from the grant date. Each Award shall expire on the third anniversary of the grant date, subject to extension pursuant to the black-out period provisions in the Amended Share Incentive Plan. All Awards granted under the Amended Share Incentive Plan are non-transferrable, subject to transfer by will or by the laws of descent and distribution.

#### *Termination of Awards*

If a Service Provider ceases to be a Service Provider for any reason whatsoever, including termination without cause all outstanding award agreements under which Awards have been made to such Service Provider and which have vested, shall be terminated and all rights to receive Common Shares thereunder are forfeited by the Service Provider effective as of the date that is 30 days from the cessation date. For clarity, the Service Provider shall only be entitled to receive the value for the outstanding Awards for which the payment date would fall between the date that the Service Provider ceased to be employed or retained and the date that is thirty (30) days from such date. Notwithstanding the foregoing, in the event of a termination of any employee for cause, the Board may, in its sole discretion, determine that all outstanding vested Awards shall immediately terminate and become null and void. All Awards which have not vested at the cessation date shall

immediately terminate and become null and void. Notwithstanding any provision in the Amended Share Incentive Plan, all Awards must expire within a reasonable period, not exceeding 12 months, following a Service Provider ceasing to be an eligible Service Provider.

Upon the death or disability of a Service Provider prior to the expiry date, all outstanding award agreements under which Awards have been made to such Service Provider which have vested shall be terminated and all rights to receive Common Shares thereunder shall be forfeited by the Service Provider effective on earlier of: (i) the expiry date; and (ii) date that is six months from the cessation date. All Awards which have not vested at the cessation date shall immediately terminate and become null and void. In the case of the death of a Service Provider, the rights of the Service Provider, if any, shall pass by the Service Provider's will or by the laws of descent and distribution.

#### *Amendment*

The Amended Share Incentive Plan and any Awards granted pursuant to the Amended Share Incentive Plan may be amended, modified or terminated by the Board without shareholder approval, subject to any required approval of the TSX in the event that the Common Shares of the Company are listed on the TSX.

If the Common Shares of the Company are listed on the TSX, then notwithstanding the foregoing, the prior shareholder approval shall be required to effect any of the following amendments to the Amended Plan:

- (a) persons eligible to be granted or issued Awards under the Amended Share Incentive Plan;
- (b) make any amendment to the Amended Share Incentive Plan to increase the percentage of Common Shares that are available to be issued under outstanding Awards pursuant to Section 6(a) of the plan;
- (c) make any amendment to the limits under Section 6(b) of the Amended Share Incentive Plan on the amount of Awards that may be granted or issued to any one person or any category of persons (such as, for example, Insiders);
- (d) an extension of the term of an Award benefiting an Insider;
- (e) the maximum term of Awards;
- (f) the expiry and termination provisions applicable to Awards;
- (g) amendments to any amending provision within the plan; and
- (h) any method or formula for calculating prices, values or amounts the Amended Share Incentive Plan that may result in a benefit to a Service Provider.

In addition, no amendment to the Amended Share Incentive Plan or Awards granted pursuant to the Amended Share Incentive Plan may be made without the consent of the Service Provider, if it adversely alters or impairs the rights of any Service Provider in respect of any Award previously granted to such Service Provider under the Share Incentive Plan.

Notwithstanding the foregoing, the Board may, without notice or shareholder approval, at any time and from time to time, amend this Plan and/or Awards granted hereunder for the purposes of:

- (a) amendments to fix typographical errors;
- (b) amendments to clarify existing provisions of the Amended Share Incentive Plan which do not have the effect of altering the scope, nature and intent of such provisions; or
- (c) making any other amendment(s) that do not require shareholder approval pursuant to Section 10 of the plan or the rules of the TSX.

#### **Burn Rate**

The annual "burn rate" of all awards granted under the Share Incentive Plan for the years ended December 31, 2025, 2024 and 2023 is set out below as calculated in accordance with TSX requirements.

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Burn Rate <sup>(1)</sup>	0.45%	N/A <sup>(2)</sup>	N/A <sup>(2)</sup>

**Notes:**

- (1) The burn rate is equal to the number of Awards granted under the Share Incentive Plan during the applicable financial year divided by the weighted average number of Common Shares outstanding during the applicable financial year. For the financial year ended December 31, 2025, the Corporation granted 1,930,000 Awards and had a weighted average of 428,270,686 Common Shares outstanding.
- (2) The Share Incentive Plan was first approved by shareholders on May 15, 2024.

**Text of Ordinary Resolution to Approve the Amended Share Incentive Plan**

The Board has reviewed the proposed resolution and concluded that the approval of the Amended Share Incentive Plan, as described above, is in the best interests of the Company and recommends that shareholders vote in favour of the ordinary resolution approving and adopting the Amended Share Incentive Plan.

The shareholders at the Meeting will be asked to consider and, if thought fit, approve an ordinary resolution approving the Amended Share Incentive Plan, substantially as follows. All shareholders present at the Meeting, whether in person or by proxy, will be entitled to vote on the following resolution:

**"BE IT RESOLVED** as an ordinary resolution of the Company that:

1. the share incentive plan of Rio2 Limited (the **"Company"**) in substantially the form attached as Schedule **"B"** to the Management Information Circular of the Company dated May 5, 2026 (the **"Amended Share Incentive Plan"**), be and is hereby authorized, ratified, approved and adopted as the share incentive plan of the Company;
2. the form of the Amended Share Incentive Plan may be amended, in the discretion of the board of directors of the Company (the **"Board"**), in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Company;
3. the termination of the current share incentive plan (the **"Share Incentive Plan"**) of the Company is hereby approved;
4. all issued and outstanding awards previously granted under the Share Incentive Plan are hereby continued under and governed by the Amended Share Incentive Plan;
5. the shareholders of the Company hereby expressly authorize the Board to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard;
6. any one (or more) director or officer of the Company is hereby authorized and directed, on behalf of the Company, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Company or otherwise) that may be necessary or desirable to give effect to this ordinary resolution; and
7. the Company is authorized to reserve and issue Common Shares in the capital of the Company for issuance upon exercise of awards granted pursuant to the Amended Share Incentive Plan."

**UNLESS OTHERWISE DIRECTED, IT IS THE INTENTION OF THE MANAGEMENT DESIGNEES TO VOTE PROXIES IN FAVOUR OF THE RESOLUTION APPROVING AND ADOPTING THE AMENDED SHARE INCENTIVE PLAN.**

**STATEMENT OF EXECUTIVE COMPENSATION**

**GENERAL**

The following information is provided for the financial year ended December 31, 2025, as required under Form 51-102F6 — *Statement of Executive Compensation*. As noted above, references to "\$" and "US\$" are to amounts in United States dollars. References to "C\$" are to amounts in Canadian dollars.

For the purpose of this Statement of Executive Compensation:

“**CEO**” means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**CFO**” means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**named executive officer**” or “**NEO**” means each of the following individuals:

- a. a CEO;
- b. a CFO;
- c. each of the three most highly compensated executive officers of the company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than C\$150,000, as determined in accordance with subsection 1.3(6), for that financial year; and
- d. each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year.

Based on the foregoing definition of NEO, during the last completed fiscal year of the Company, Rio2 had the following NEOs:

- Alex Black, Executive Chairman
- Andrew Cox, President, CEO & Director
- Kathryn Johnson, Executive Vice President, Chief Financial Officer and Corporate Secretary.
- Enrique Garay, SVP Geology
- Alejandra Gomez, SVP Corporate Communications

## **DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION DISCUSSION & ANALYSIS**

### **Objectives of the Compensation Program**

Rio2 is a diversified precious metals and copper producer focused on building and operating mines in the Americas. Management of the Company has proven technical skills and knowledge required for the exploration of precious and base metals, and for the development, construction, and operation of mines. These skills include specialized geological engineering and related technical skills. Rio2’s board of directors and management have a thorough understanding of the political, cultural, legal and business environment in South America through their previous experience working and conducting business in the region.

As of December 31, 2025, and the Effective Date, the members of the Corporate Governance and Compensation Committee of the Board (the “CGC Committee”) were Klaus Zeitler (Chair), Ram Ramachandran, and Drago Kisic, each of whom is an “independent” director as such term is defined in Section 1.4 of NI 52-110. Each of the CGC Committee members has experience in executive compensation through executive experience and/or membership on boards of directors of public or private entities and, as such, possesses a thorough understanding of employee and executive compensation. The Board believes that the members of the CGC Committee are qualified to fulfill their duties.

The CGC Committee assists the Board in overseeing the design and administration of the Company’s compensation programs for executive officers, directors, and the broader employee base. Rio2’s CGC Committee has approved a compensation program designed to attract, retain, and motivate skilled executives to drive long-term shareholder value creation by promoting alignment of interests. This program is based on industry compensation practices, mining industry trends, and the achievement of the Company’s objectives. The CGC Committee has unrestricted access to the Company’s personnel and documents and is provided with the resources necessary, including, as required, the engagement and compensation of outside advisors, to carry out its responsibilities.

In April 2025, the Company retained Lane Caputo Compensation Inc. (“Lane Caputo”), an independent consulting firm, to thoroughly review the competitiveness and appropriateness of the Company’s compensation program for its executive

officers and directors. Lane Caputo’s report recommended maintaining existing salary levels until the Company had achieved initial production guidance and associated cash flow, to establish market-competitive short-term incentive targets in the year 2025, and to reward executives for short-term performance (which should include achieving initial production guidance). The CGC Committee concluded that no reviews or changes were required to the Company’s executive compensation program in 2025, and that existing salary levels would be maintained as the Company prepared to finalize mine construction and achieve initial production at its Fenix Gold Project. The report recommended eliminating directors’ meeting fees to simplify the administration of the Board’s compensation and to increase cash compensation levels in two stages to achieve the targeted competitive positioning once the Company had achieved commercial production. Consequently, the Company increased Board Compensation retroactively to January 1, 2025.

In February 2026, the Company engaged Lane Caputo once more to assess compensation arrangements for its executive team and non-executive directors and to develop a strategy to align pay elements with current market practices and the Company’s new business strategy as it entered the Fenix Gold production phase and after the acquisition of the Condestable Mine in Peru. Lane Caputo provided an assessment of Rio2’s compensation levels relative to a peer group to reflect the transition from a development-stage company to an operating company of multiple assets. The assessment resulted in several recommendations and adjustments, including salary adjustments for certain executive officers and changes to board retainer fees. These recommendations will be implemented in a staggered manner starting April 1, 2026.

Lane Caputo has not provided any services to the Company, its subsidiaries, or to any of its directors or members of management, other than the services discussed in this section. The Board or CGC Committee are not required to pre-approve other services Lane Caputo or its affiliates provides to the Company at the request of management.

Compensation Consultant	Financial Year Ending	Executive Compensation-Related Fees <sup>(1)</sup>	All Other Fees <sup>(2)</sup>
Lane Caputo	December 31, 2025	C\$37,800	Nil
	December 31, 2024	Nil	Nil

**Notes:**

- (1) “Executive Compensation-Related Fees” means the aggregate fees billed for services related to determining compensation for any of the Company’s directors and executive officers.
- (2) “All Other Fees” means the aggregate fees billed for all other services that are not included under “Executive Compensation-Related Fees” and includes general consulting advice.

Please refer to the “Employment, Consulting, and Management Agreements” section of this form for more details regarding NEO’s employment agreements.

In evaluating the performance of the Company’s executives for the possible award of bonuses or long term incentive compensation, the CGC Committee reviews the achievement of project specific goals included in the Company’s plans such as: identifying mineral prospects; executing successful drill programs; advancing or completing scoping, prefeasibility or feasibility studies; building and maintaining social licence through community relationships and initiatives; acquiring necessary permits; and successfully advancing projects and/or initiatives that accomplish the Company’s goals. Additionally, the Committee assesses management’s performance in unforeseen situations and their ability to manage projects effectively in complex political and social environments. Finally, corporate objectives, such as successful capital raising (if applicable), peer benchmarking (as further discussed below), and market performance, are considered. The Company’s executive compensation may consist of any or all of base salary, cash bonuses, and long-term incentive compensation.

**Elements of Compensation**

The Company’s executive compensation policy consists of base salaries, bonuses, and long-term incentives granted through an Option Plan and a Share Incentive Plan. An executive’s initial base salary is recommended by the CGC Committee based on the committee members’ knowledge of typical mining industry salary levels commensurate with the executive’s level of experience and skill set. The Company’s executives are eligible for cash bonuses, as provided in their employment agreements. In its annual management compensation review, the CGC Committee may consider and recommend that the Board approve the payment of a cash bonus to one or more executives to reward the achievement of performance goals or the successful execution of the Company’s corporate strategy.

The CGC Committee also annually considers grants under the Option Plan and Share Incentive Plan based on the achievement of performance goals or the successful execution of the Company’s corporate strategy. When considering and

recommending future compensation to the Board for approval, the CGC Committee’s review is focused on the individual executive salaries, performance-based bonus opportunity, and security-based award grants (including consideration of previous grants), with a review of the aggregate level of salary, performance-based bonus, and security-based award grants for the balance of the staff.

The Option Plan and Share Incentive Plan were last approved by shareholders on June 4, 2025. At the Meeting, shareholders will be asked to approve and adopt the Amended Option Plan and the Amended Share Incentive Plan. For more information, please see the “Particulars of Matters to be Acted Upon — 5. Amendment of Stock Option Plan” and “Particulars of Matters to be Acted Upon — 6. Amendment of Share Incentive Plan” sections of this Information Circular.

### Compensation Policies and Risk Management

Through the CGC Committee, the Board considers the implications of the risks associated with the Company’s compensation policies and practices when determining rewards for its officers. The CGC Committee annually reviews the risks related to the Company’s compensation policies and practices. Executive compensation comprises short-term compensation in the form of a base salary and long-term ownership through the Option Plan and Share Incentive Plan. This structure ensures that a significant portion of executive compensation (stock options, performance-based awards, and time-based awards) are both long-term and “at risk” and, accordingly, is directly linked to achieving business results and creating long-term shareholder value. Because the benefits of such compensation, if any, are not realized by officers until a significant period has passed, officers' ability to take inappropriate or excessive risks that benefit their compensation at the expense of the Company and its shareholders is minimal. Furthermore, the short-term component of executive compensation, which includes base salary, accounts for a relatively small share of total compensation. As a result, it is unlikely that an officer would take inappropriate or excessive risks at the Company's or the shareholders' expense to benefit their short-term compensation, when their long-term compensation might be put at risk by their actions. Due to the Company's small size and current level of activity, the Board can closely monitor and assess any risks associated with Rio2’s compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings during which the Company's financial and other information are reviewed. No risks have been identified arising from the Company’s compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

### Hedging of Economic Risks in the Company’s Securities

The Company has not adopted a policy prohibiting its directors or officers from purchasing financial instruments that are designed to hedge or offset a decrease in market value of the Company’s securities granted as compensation or held, directly or indirectly, by directors or officers. However, the Company is not aware of any directors or officers having entered into this type of transaction.

### NAMED EXECUTIVE OFFICER COMPENSATION

In accordance with Form 51-102F6 — *Statement of Executive Compensation*, the following table sets forth all annual and long-term compensation for services in all capacities to the Company and its subsidiaries for the Company’s three most recently completed financial years in respect of each NEO.

**NEO Summary Compensation Table**

Name and principal position	Year	Salary (\$) <sup>(1)</sup>	Share Based Awards (\$) <sup>(1)(2)</sup>	Option Based Awards (\$) <sup>(1)(3)</sup>	Non-Equity Incentive Plan Compensation (\$)		All Other compensation (\$)		Total compensation (\$)
					Annual Incentive Plans <sup>(4)</sup>	Long Term Incentive Plans	Annual Fees	Other <sup>(7)</sup>	
Alex Black, Executive Chairman <sup>(5)</sup>	2025	300,000	543,604	272,769	300,000	N/A	Nil	20,323	1,436,696
	2024	300,000	Nil	Nil	300,000	N/A	Nil	50,907	650,907
	2023	300,000	Nil	63,888	Nil	N/A	Nil	Nil	363,888

Name and principal position	Year	Salary (\$) <sup>(1)</sup>	Share Based Awards (\$) <sup>(1)(2)</sup>	Option Based Awards (\$) <sup>(1)(3)</sup>	Non-Equity Incentive Plan Compensation (\$)		All Other compensation (\$)		Total compensation (\$)
					Annual Incentive Plans <sup>(4)</sup>	Long Term Incentive Plans	Annual Fees	Other <sup>(7)</sup>	
Andrew Cox, President, CEO & Director <sup>(6)</sup>	2025	400,000	543,604	272,769	400,000	N/A	Nil	49,559	1,665,932
	2024	340,000	Nil	Nil	400,000	N/A	Nil	27,545	767,545
	2023	280,000	Nil	63,888	Nil	N/A	Nil	21,375	365,263
Kathryn Johnson, EVP, CFO & Corporate Secretary	2025	300,000	268,815	113,987	300,000	N/A	Nil	10,288	993,090
	2024	275,000	Nil	Nil	300,000	N/A	Nil	14,513	589,513
	2023	250,000	Nil	63,888	Nil	N/A	Nil	22,720	336,608
Enrique Garay, SVP Geology	2025	240,000	131,421	42,745	120,000	N/A	Nil	46,034	580,00
	2024 <sup>(8)</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2023 <sup>(8)</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Alejandra Gomez, SVP Corporate Communications	2025	150,000	131,421	42,745	75,000	N/A	Nil	Nil	399,166
	2024 <sup>(9)</sup>	25,000	3,000	Nil	Nil	N/A	Nil	Nil	28,000
	2023 <sup>(9)</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Notes:**

- (1) All compensation amounts awarded, earned, paid, or payable are reflected in US Dollars, which is the functional/reporting currency of the Company. Amounts denominated in C\$ have been converted into US\$ for reporting purposes at an average exchange rate. For the financial year ended December 31, 2025 the average exchange rate was C\$1.3978/US\$1.00. For the financial years ended December 31, 2024 and 2023 the average exchange rate was C\$1.3698/US\$1.00 and C\$1.3497/US\$1.00, respectively. The exchange rate information was acquired from the Bank of Canada.
- (2) Value of Awards under the Share Incentive Plan granted during the year. Value is calculated based on the closing value of Common Shares on the Exchange on the date of issuance.
- (3) Value of Stock Options granted during the year. Value is calculated for options granted during the year using the Black Scholes Option Pricing Model and the following assumptions: expected dividend yield (0%), expected stock price volatility (78.83 - 82.83%), risk-free interest rate (2.98 – 3.24%) and expected life of options (5 years). The Company selected the Black Scholes model given its prevalence of use within North America.
- (4) Bonuses earned during the financial year.
- (5) Mr. Black did not receive any additional compensation for serving as a director of the Company.
- (6) Mr. Cox did not receive any additional compensation for serving as a director of the Company.
- (7) Other compensation primarily relates to health insurance and other benefits.
- (8) Mr. Garay became SVP Geology effective January 1, 2025 and as such amounts for the years 2024 and 2023 are not applicable.
- (9) Mrs. Gomez became SVP Corporate Communications effective November 1, 2024 and as such amounts for the year 2023 are not applicable. Fiscal year 2024 amounts relate to the period November 1, 2024 to December 31, 2024.

**Employment, Consulting and Management Agreements**

During the year ended December 31, 2025, the Company had employment agreements with Messrs. Black, Cox, and Garay and with Ms. Johnson and Ms. Gomez.

*Alex Black, Executive Chairman of the Board, former President & CEO*

The Company entered into an employment agreement with Mr. Black on August 31, 2018 with an effective date of September 1, 2018 (as amended, the “**Black Employment Agreement**”). The Black Employment Agreement has an indefinite term, provides for an annual salary of US\$300,000 and entitles Mr. Black to participate in the Company’s option and share incentive plans and group health insurance plan. Mr. Black may terminate the Black Employment Agreement with thirty (30) days’ written notice to the Company. The Company may terminate the Black Employment Agreement for cause at any time with no further obligations to Mr. Black.

On January 1, 2023 the Black Employment Agreement was amended to reflect Mr. Black’s appointment as Executive Chairman of the Board without other changes to compensation terms.

Although the Company did not establish formal incentive targets under its annual bonus program, the CGC Committed awarded Mr. Black a \$300,000 cash bonus to recognize performance for the year 2025. This amount was within the range recommended in the 2025 Lane Caputo report.

*Andrew Cox, President, CEO & Director, former EVP, Chief Operating Officer*

Rio2 SAC, a wholly-owned subsidiary of the Company, entered into an employment agreement with Mr. Cox on July 7, 2020 (as amended, the “**Cox Employment Agreement**”) by which Mr. Cox would be Executive Vice President and Chief Operating Officer. The Cox Employment Agreement had an indefinite term, provided for an annual salary of \$280,000, and entitled Mr. Cox to participate in the Company’s option and share incentive plans, as well as the group health insurance plan. The Cox Employment Agreement was amended on November 27, 2022, to reflect Mr. Cox’s appointment as President and CEO of Rio2; all other terms remained unchanged. In July, 2024, Mr. Cox’s salary was increased to \$400,000. The Company may terminate the Cox Employment Agreement for cause at any time with no further obligations to Mr. Cox.

Although the Company did not establish formal incentive targets under its annual bonus program, the CGC Committed awarded Mr. Cox a \$400,000 cash bonus to recognize performance for the year 2025. This amount was within the range recommended in the 2025 Lane Caputo report.

*Kathryn Johnson, EVP, CFO, & Corporate Secretary*

The Company entered into an employment agreement with Ms. Johnson on September 19, 2018, effective as of August 1, 2018 (as amended, the “**Johnson Employment Agreement**”). The Johnson Employment Agreement had an indefinite term, provided for an annual salary of \$180,000, and entitled Ms. Johnson to participate in the Company’s option and share incentive plans and the group health insurance plan. On October 1, 2020, Ms. Johnson’s salary was increased to \$250,000, and all other terms of the Johnson Employment Agreement remained unchanged. On January 1, 2022, the Johnson Employment Agreement was further amended to provide for certain payments on termination without cause. In July, 2024, the Company increased Ms. Johnson’s salary to \$300,000. The Company may terminate the Johnson Employment Agreement for cause at any time with no further obligations to Ms. Johnson.

Although the Company did not establish formal incentive targets under its annual bonus program, the CGC Committee awarded a \$300,000 cash bonus to Ms. Johnson to reward performance for the year 2025. This amount was within the range recommended in the 2025 Lane Caputo report.

*Enrique Garay, SVP Geology*

The Company entered into an employment agreement with Mr. Garay on December 31, 2024, effective January 1, 2025 (the “**Garay Employment Agreement**”). The Garay Employment Agreement had an indefinite term, provided for an annual salary of \$240,000, and entitled Mr. Garay to participate in the Company’s options and share incentive plans, as well as the group health insurance plan. The Company may terminate the Garay Employment Agreement for cause at any time with no further obligations to Mr. Garay.

Although the Company did not establish formal incentive targets under its annual bonus program, the CGC Committee awarded a \$120,000 cash bonus to Mr. Garay to reward performance for the year 2025. This amount was within the range recommended in the 2025 Lane Caputo report.

*Alejandra Gomez, SVP Corporate Communications*

The Company entered into an employment agreement with Ms. Gomez on November 1, 2024 (the “**Gomez Employment Agreement**”). The Gomez Employment Agreement has an indefinite term, provided for an annual salary of \$150,000, and entitled Ms. Gomez to participate in the Company’s options and share incentive plans, as well as the group health insurance plan. The Company may terminate the Gomez Employment Agreement for cause at any time with no further obligations to Ms. Gomez.

Although the Company did not establish formal incentive targets under its annual bonus program, the CGC Committee awarded a \$75,000 cash bonus to Ms. Gomez to reward performance for the year 2025. This amount was within the range recommended in the 2025 Lane Caputo report.

#### **Termination and Change of Control Benefits**

*Alex Black, Executive Chairman of the Board, former President & CEO*

The Company shall be entitled to terminate the Black Employment Agreement and Mr. Black's employment at any time, for any reason in the absence of cause, in which case Mr. Black shall be entitled to receive compensation as follows:

- a) all unpaid base salary and accrued vacation;
- b) any accrued but unpaid incentive bonuses;
- c) a retiring allowance equal to sum of six months of base salary plus two months of base salary for every complete year of employment (to a maximum of 24 months of base salary);
- d) if applicable, an amount equal to Mr. Black's incentive bonus annual target amount in effect on the termination date multiplied by the fraction the numerator of which is the number of months of base salary retiring allowance to be paid to him under (c) above and the denominator of which is 12; and
- e) where possible and allowed by the Company's providers of benefits, maintain the benefits for a period equal to the number of months of base salary retiring allowance to be paid to Alex Black pursuant to section (c), above, commencing on the termination date.

If there is a change of control and within six months of the change of control Mr. Black is terminated, constructively dismissed, there is a material reduction in his base salary, there is a failure to maintain reasonable and adequate insurance of indemnification, or the successor fails to assume and agree to perform the Black Employment Agreement, Mr. Black will be entitled to: (a) all unpaid base salary and accrued vacation, (b) any accrued but unpaid incentive bonus, (c) a retiring allowance equal to 24 months of base salary, (d) an amount equal to two times his annual target incentive bonus (if such bonus target amount has been set by the Board), plus (e) the immediate vesting of all unvested securities granted to his under the Share Incentive Plan and Option Plan. Where possible and allowed by the Company's providers of benefits, the Company will also maintain benefits for a period of 24 months following termination. Payment of amounts on termination or in the event of constructive dismissal will be subject to the prior execution by Mr. Black of a release in favour of the Company.

*Andrew Cox, President, CEO & Director, former EVP, Chief Operating Officer*

The Company shall be entitled to terminate the Cox Employment Agreement at any time, for any reason in the absence of cause, in which case Mr. Cox shall be entitled to receive compensation as follows:

- a) all unpaid base salary, and accrued vacation;
- b) any accrued but unpaid incentive bonuses;
- c) a retiring allowance equal to the sum of six months of base salary plus two months of base salary for every complete year of employment;
- d) A voluntary indemnification for each year of effective service rendered by Mr. Cox, equivalent to 2 (two) months of base salary for each year completed commencing August 1, 2018; and
- e) where possible and allowed by the Company's providers of benefits, maintain the benefits for a period equal to the number of months of base salary retiring allowance to be paid to Mr. Cox pursuant to section (c), above, commencing on the termination date.

If there is a change of control, or within twelve months of a change of control, Mr. Cox is terminated by the Company, he will be entitled to a retiring allowance equal to 24 months of base salary, plus an amount equal to two times his annual

target incentive bonus (if such bonus target amount has been set by the Board), plus the immediate vesting of all unvested securities granted to his under the Share Incentive Plan and Stock Option Plan.

*Kathryn Johnson, EVP, CFO & Corporate Secretary*

If the Company terminates the Johnson Employment Agreement without cause, Ms. Johnson will be entitled to:

- a) all unpaid base salary and accrued vacation;
- b) any accrued but unpaid incentive bonuses;
- c) a retiring allowance equal to the sum of six months of base salary plus two months of base salary for every complete year of employment, based on a start date of August 1, 2018, to a maximum of 24 months of Base Salary;
- d) if an annual Incentive Bonus target amount has been set by the Board for the Executive, an amount equal to the Executive's Incentive Bonus annual target amount in effect on the Termination Date multiplied by the fraction the numerator of which is the number of months of Base Salary retiring allowance to be paid to the Employee pursuant to section (c) above and the denominator of which is 12; and
- e) the Company shall also, where possible and allowed by the Corporation's providers of Benefits, maintain the Benefits for a period equal to the number of months of Base Salary retiring allowance to be paid to the Employee pursuant to section (c) above commencing on the Termination Date. Alternatively, the Executive may elect to be paid an amount equal to the cost that the Executive would have to pay in order to obtain comparable benefits for such period, in which event such amount shall be paid by the Employer with the amounts set out above." where possible and allowed by the Company's providers of benefits, maintain the benefits for a period equal to the number of months of base salary retiring allowance to be paid to Ms. Johnson pursuant to section (c), above, commencing on the termination date.

If there is a change of control, or within twelve months of a change of control, Ms. Johnson is terminated by the Company, she will be entitled to a retiring allowance equal to 24 months of base salary, plus an amount equal to two times her annual target incentive bonus (if the Board has set such bonus target amount), plus the immediate vesting of all unvested securities granted to her under the Share Incentive Plan and Stock Option Plan.

*Estimated Payments on Termination*

The following table provides details of the estimated payments to each NEO upon termination without cause or following a change of control, assuming a triggering event occurred on December 31, 2025, calculated under the employment contracts in effect at that time. The amounts shown are exclusive of applicable taxes.

Name and principal position	Severance Payment	
	Termination severance payment following without cause Termination \$ <sup>(1)</sup>	Termination following a change of control, resulting in severance payment \$
Alex Black	1,253,928 <sup>(2)(3)</sup>	3,875,208 <sup>(4)(3)</sup>
Andrew Cox	2,825,089 <sup>(5)(3)</sup>	5,479,702 <sup>(6)(3)</sup>
Kathryn Johnson	2,670,775 <sup>(7)(3)</sup>	4,500,040 <sup>(8)(3)</sup>
Enrique Garay	1,249,068 <sup>(9)(3)</sup>	2,290,521 <sup>(10)(3)</sup>
Alejandra Gomez	962,174 <sup>(11)(3)</sup>	1,810,502 <sup>(12)(3)</sup>

**Notes:**

- (1) For more detail regarding executives' employment agreements and for amendments to the same subsequent to December 31, 2025, please see "Employment, Consulting and Management Agreements", above.
- (2) Such amount represents a cash payment of \$500,000 and \$753,928 attributable to the value of vested securities under the Share Incentive Plan and Stock Option Plan, respectively.
- (3) Based on the closing price of C\$3.40 for the Common Shares on December 31, 2025 and an exchange rate of C\$1.3706/US\$1.00 on December 31, 2025 acquired from the Bank of Canada.
- (4) Such amount represents a cash payment of \$600,000 and \$3,275,208 attributable to the value of the accelerated vesting of all securities under the Share Incentive Plan and Stock Option Plan.
- (5) Such amount represents a cash payment of \$666,667 and \$2,158,422 attributable to the value of vested securities under the Share Incentive

- Plan and Stock Option Plan.
- (6) Such amount represents a cash payment of \$800,000 and \$4,679,702 attributable to the value of accelerated vesting of all securities under the Share Incentive Plan and the Stock Option Plan.
- (7) Such amount represents a cash payment of \$512,352 and \$2,158,422 attributable to the value of vested securities under the Share Incentive Plan and Stock Option Plan, respectively.
- (8) Such amount represents a cash payment of \$618,529 and \$3,881,512 attributable to the value of accelerated vesting of all securities under the Share Incentive Plan and Stock Option Plan.
- (9) Such amount represents a cash payment of \$120,000 and \$1,129,068 attributable to the value of vested securities under the Share Incentive Plan and Stock Option Plan, respectively.
- (10) Such amount represents a cash payment of \$480,000 and \$1,810,521 attributable to the value of accelerated vesting of all securities under the Share Incentive Plan and Stock Option Plan.
- (11) Such amount represents a cash payment of \$109,142 and \$853,032 attributable to the value of vested securities under the Share Incentive Plan and Stock Option Plan, respectively.
- (12) Such amount represents a cash payment of \$313,713 and \$1,496,790 attributable to the value of accelerated vesting of all securities under the Share Incentive Plan and Stock Option Plan.

**NEO Outstanding Share-based awards and option-based awards**

This table includes all outstanding awards as of December 31, 2025.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options <sup>(1)</sup>	Option exercise price (C\$)	Option expiration date	Value of unexercised in-the-money options (C\$) <sup>(2)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Alex Black, Executive Chairman	500,000 400,000 200,000	\$0.30 \$0.70 \$1.84	Jan 11, 2028 Jan 13, 2030 Aug 15, 2030	\$1,550,000 \$1,080,000 \$312,000	455,000	\$1,547,000	Nil
Andrew Cox, President & CEO, Director	300,000 400,000 500,000 400,000 200,000	\$0.65 \$0.65 \$0.30 \$0.70 \$1.84	Sep 21, 2026 Jan 11, 2027 Jan 11, 2028 Jan 13, 2030 Aug 15, 2030	\$825,000 \$1,100,000 \$1,550,000 \$1,080,000 \$312,000	455,000	\$1,547,000	Nil
Kathryn Johnson, EVP, CFO & Corporate Secretary	300,000 400,000 500,000 400,000	\$0.65 \$0.65 \$0.30 \$0.70	Sep 21, 2026 Jan 11, 2027 Jan 11, 2028 Jan 13, 2030	\$825,000 \$1,100,000 \$1,150,000 \$1,080,000	225,000	\$765,000	Nil
Enrique Garay, SVP Geology	150,000 300,000 150,000 150,000	\$0.65 \$0.65 \$0.30 \$0.70	Sep 21, 2026 Jan 11, 2027 Jan 11, 2028 Jan 13, 2030	\$412,500 \$825,000 \$465,000 \$405,000	110,000	\$374,000	Nil

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options <sup>(1)</sup>	Option exercise price (C\$)	Option expiration date	Value of unexercised in-the-money options (C\$) <sup>(2)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Alejandra Gomez, SVP Corporate Communications	150,000	\$0.65	Sep 21, 2026	\$412,500	110,000	\$374,000	Nil
	200,000	\$0.65	Jan 11, 2027	\$550,000			
	100,000	\$0.30	Jan 11, 2028	\$310,000			
	150,000	\$0.70	Jan 13, 2030	\$405,000			

**Notes:**

- (1) Each stock option is exercisable for one Common Share for a period of five years from the grant and is priced in C\$. Value is calculated by multiplying the number of securities that may be acquired upon exercise of the options by the difference, if any, between the market value of the securities underlying the options at the end of the financial year and the exercise price of the option. The amount is then converted to US dollars at an exchange rate of C\$1.3706/US\$1.00, which is the exchange rate as of December 31, 2025. The exchange rate was acquired from the Bank of Canada. The closing price for the Common Shares on December 31, 2025, the last trading day of the year, was C\$3.40. The value shown in this column does not represent the actual value the individual could receive. The actual gain, if any, on exercise will depend on the price of the Common Shares on the date of exercise.
- (2) The options granted by Rio2 vest in equal thirds over a three-year period.

None of the awards disclosed in the table above have been transferred at any price other than fair market value.

**NEO Incentive Plan Awards — value vested or earned during the year**

The following table illustrates the value earned or vested by each NEO during the year ended December 31, 2025.

Name	Option-based awards – Value vested during the year (\$) <sup>(1)(2)</sup>	Share-based awards – Value vested during the year (\$) <sup>(3)</sup>	Non-equity incentive plan compensation – Value earned during the year (\$) <sup>(4)</sup>
Alex Black, Executive Chairman	39,348	Nil	300,000
Andrew Cox, President, CEO & Director	39,348	Nil	400,000
Kathryn Johnson, EVP, CFO & Corporate Secretary	39,348	Nil	300,000
Enrique Garay, SVP Geology	11,804	Nil	120,000
Alejandra Gomez SVP Corporate Communications	7,870	Nil	75,000

**Notes:**

- (1) Value calculated by multiplying the number of Options vesting by the difference between the market price of the Common Shares on the vesting date and the exercise price of the Option. The amount is then converted to US dollars at an exchange rate of C\$1.3978/US\$1.00, which is the average exchange rate for the year ended December 31, 2025. The exchange rate was acquired from the Bank of Canada. The exchange rate was acquired from the Bank of Canada.
- (2) The Options granted by Rio2 vest in equal thirds over a three-year period.
- (3) Value calculated by multiplying the number of Common Shares by the market value of the underlying shares on the vesting date. The amount is then converted to US dollars at an exchange rate of C\$1.3978/US\$1.00, which is the average exchange rate for the year ended December 31, 2025. The exchange rate was acquired from the Bank of Canada.
- (4) Non equity incentive plan compensation was comprised of a single performance bonus at the end of calendar year 2025.

## Stock Options and Other Compensation Securities

The Option Plan and Share Incentive Plan were last approved by shareholders on June 4, 2025. At the Meeting, shareholders will be asked to approve and adopt the Amended Option Plan and the Amended Share Incentive Plan. For more information, please see the “Particulars of Matters to be Acted Upon — 5. Amendment of Stock Option Plan” and “Particulars of Matters to be Acted Upon — 6. Amendment of Share Incentive Plan” sections of this Information Circular.

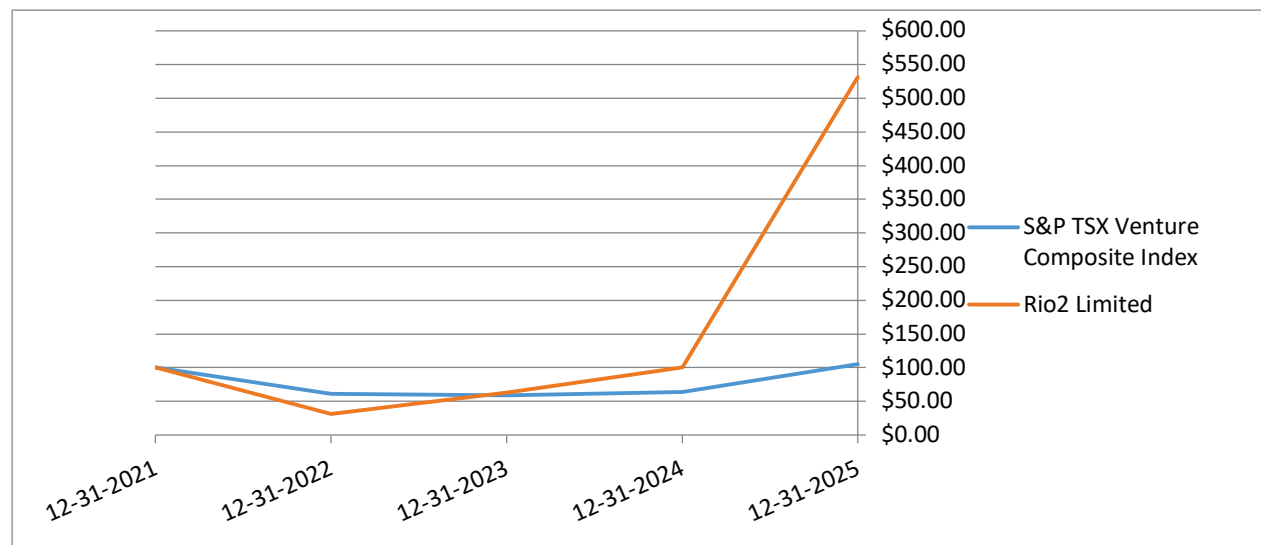
## Pension

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Company, and none are proposed at this time.

## Performance Graph

The following performance graph illustrates the Company’s five-year cumulative total shareholder return (assuming reinvestment of dividends, if any, on each dividend payment date) on a C\$100 investment in the Company’s Common Shares compared to the return on a comparable investment on the S&P/TSXV Composite Index. The share trading data is as reported by the TSX in Canadian dollars.

Date	S&P TSX Venture Composite Index	Market Price per Common Share
2021-12-31	\$939.18	\$0.64
2022-12-31	\$570.27	\$0.20
2023-12-31	\$552.90	\$0.40
2024-12-31	\$597.84	\$0.64
2025-12-31	\$987.74	\$3.40



### Notes:

- (1) During the year ended December 31, 2022, the Environmental Impact Assessment (EIA) for the Company’s Fenix Gold Project was rejected by the Atacama Regional Evaluation Commission in Chile.
- (2) In December 2023, the Company received environmental approval for the construction of Fenix Gold.
- (3) Rio2 obtained financing and all sectoral permits for the construction of the Fenix Gold Mine in October, 2024. Construction activities commenced in December of the same year.
- (4) In December 2025, Rio2 announced the acquisition of the producing Condestable mine in Peru. In addition, the price of gold increased during the 2025 year.

The trend shown in the above graph does not necessarily correspond to the Company’s trend of compensation for the NEOs for the period disclosed above. The Company considers a number of factors in connection with its determination of

appropriate levels of compensation including, but not limited to, the demand for and supply of skilled professionals with the requisite experience, individual performance, and the Company's performance (which is not necessarily tied exclusively to the trading price of the Common Shares on the TSX). A significant proportion of the NEO compensation consists of variable or "at risk" compensation and is designed to enhance the alignment of executive compensation and the long-term Shareholder rewards. As discussed above, during 2025 and 2026, the Company has assessed its executive compensation to ensure it aligns with current market practices and the Company's new business strategy. See "*Statement of Executive Compensation – Director and Named Executive Officer Compensation Discussion & Analysis*".

## DIRECTOR COMPENSATION

### Director Compensation Table

The following table sets forth all amounts of compensation provided to directors who are not NEOs for the financial year ended December 31, 2025.

Name	Fees Earned (\$) <sup>(1)</sup>	Share-Based Awards (\$)	Option-Based Awards (\$)	Non-equity incentive Plan Compensation (\$)	All Other Compensation (\$) <sup>(2)</sup>	Total (\$)
Klaus Zeitler	39,422	\$89,605	\$42,745	\$59,220	Nil	191,570
Ram Ramachandran	27,741	\$89,605	\$42,745	\$41,978	Nil	174,328
Albrecht Schneider	24,288	\$89,605	\$42,745	\$39,075	Nil	171,425
Sidney Robinson	19,711	\$89,605	\$42,745	\$32,836	Nil	165,186
Drago Kisic	19,711	\$89,605	\$42,745	\$32,854	Nil	165,204

**Notes:**

- (1) See "Compensation of Directors" below.
- (2) Payment of Meeting Fees.

The compensation outlined in the preceding table was paid to the directors for acting in their capacity as directors and committee members, as well as for their meeting and committee participation.

### Compensation of Directors

On July 1, 2019, the Board adopted a directors' compensation plan (the "**Directors' Compensation Plan**").

The objectives of the Directors' Compensation Plan are:

- to attract and retain directors with the skills and experience necessary to provide excellence in board oversight;
- to remunerate directors for the substantial amount of time and level of responsibility dedicated to the Company; and
- to align directors' interests with those of shareholders.

**Director Outstanding Share-based awards and option-based awards**

This table includes all awards outstanding at the end of December 31, 2025.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#) <sup>(1)</sup>	Option exercise price (C\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(2)</sup>	Number of shares or units of shares that have not vested (#) <sup>(3)</sup>	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Klaus Zeitler	150,000	0.65	Sept 21, 2026	\$412,500	75,000	\$255,000	Nil
	200,000	0.30	Jan 11, 2028	\$620,000			
	150,000	0.70	Jan 13, 2030	\$405,000			
Ram Ramachandran	150,000	0.65	Sept 21, 2026	\$412,500	75,000	\$255,000	Nil
	200,000	0.30	Jan 11, 2028	\$620,000			
	150,000	0.70	Jan 13, 2030	\$405,000			
Albrecht Schneider	150,000	0.65	Sept 21, 2026	\$412,500	75,000	\$255,000	Nil
	200,000	0.30	Jan 11, 2028	\$620,000			
	150,000	0.70	Jan 13, 2030	\$405,000			
Sidney Robinson	150,000	0.65	Sept 21, 2026	\$412,500	75,000	\$255,000	Nil
	200,000	0.30	Jan 11, 2028	\$620,000			
	150,000	0.70	Jan 13, 2030	\$405,000			
Drago Kusic	150,000	0.65	Sept 21, 2026	\$412,500	75,000	\$255,000	Nil
	200,000	0.30	Jan 11, 2028	\$620,000			
	150,000	0.70	Jan 13, 2030	\$405,000			

**Notes:**

- (1) Each stock option is exercisable for one Common Share for a period of five years from grant and are priced in C\$.
- (2) Value is calculated by multiplying the number of securities that may be acquired upon exercise of the options by the difference, if any, between the market value of the securities underlying the options at the end of the financial year and the exercise price of the option. The amount is then converted to US dollars at an exchange rate of C\$1.3706/US\$1.00, which is the exchange rate as at December 31, 2025. The exchange rate was acquired from the Bank of Canada. The closing price for the Common Shares on December 31, 2025, was \$3.40.
- (3) The Options granted by Rio2 vest in equal thirds over a three-year period.

None of the awards disclosed in the table above have been transferred at any price other than fair market value.

**Director Incentive Plan Awards — value vested or earned during the year**

The following table illustrates the value earned or vested by each director who was not a NEO during the year ended December 31, 2025.

Name	Option-based awards – Value vested during the year (\$) <sup>(1)(2)</sup>	Share-based awards – Value vested during the year (\$) <sup>(3)</sup>	Non-equity incentive plan compensation – Value earned during the year (\$)
Klaus Zeitler	\$15,739	Nil	Nil
Ram Ramachandran	\$15,739	Nil	Nil
Albrecht Schneider	\$15,739	Nil	Nil
Sidney Robinson	\$15,739	Nil	Nil
Drago Kusic	\$15,739	Nil	Nil

**Notes:**

- (1) Value calculated by multiplying the number of options vesting by the difference between the market price of the Common Shares on the vesting date and the exercise price of the Option. The amount is then converted to US dollars at an exchange rate of C\$1.3978/US\$1.00, which is the average exchange rate for the year ended December 31, 2025. The exchange rate was acquired from the Bank of Canada.
- (2) The Options granted by Rio2 vest in equal thirds over a three-year period.
- (3) Value calculated by multiplying the number of Common Shares by the market value of the underlying shares on the vesting date. The amount is then converted to US dollars at an exchange rate of C\$1.3978/US\$1.00, which is the average exchange rate for the year ended December 31, 2025. The exchange rate was acquired from the Bank of Canada.

**Exercise of Stock Options**

During the year ended December 31, 2025, NEOs and directors exercised 1,333,333 \$0.65 stock options with an expiry date of June 26, 2025.

**SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The aggregate number of Common Shares that may be issued (i) on the exercise of Options outstanding at any time under the Option Plan and (ii) pursuant to the settlement of Awards pursuant to the Share Incentive Plan, together with all of the Company's other security based compensation arrangements (if any), shall not exceed 10% (in the aggregate) of the issued and outstanding Common Shares of the Company from time to time.

The following table sets forth securities of the Company that are authorized for issuance under equity compensation plans as at the end of the Company's most recently completed financial year.

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted average exercise price of outstanding options, warrants and rights</b>	<b>Number of securities remaining available for issuance under equity compensation plans (excluding outstanding securities reflected in Column 1)</b>
Equity compensation plans approved by securityholders	20,607,000 <sup>(1)</sup>	\$0.51	23,013,681
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
<b>Total</b>	20,607,000	\$0.51	23,013,681

**Note:**

- (1) At December 31, 2025, (i) the number of Common Shares to be issued upon the exercise of outstanding Awards under the Share Incentive Plan was 1,930,000, and (ii) the number of Common Shares to be issued upon the exercise of outstanding Options was 18,677,000, and the weighted average exercise price of such Options was \$0.51.

**INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

No director, executive officer, employee or former director, executive officer or employee of the Company or its subsidiaries nor any of their associates or affiliates, is, or has been at any time since the beginning of the last completed financial year, indebted to the Company or its subsidiaries nor has any such person been indebted to any other entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding, provided by the Company except as disclosed in the audited financial statements.

**INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON**

Other than as set forth herein, management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors or the appointment of auditors, of any person or company who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year, each proposed nominee for election as a director of the Company, and each associate or affiliate of any of the foregoing persons.

## **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Other than transactions carried out in the ordinary course of business of the Company for which disclosure is not required, no informed person of the Company or proposed director of the Company, nor any shareholder beneficially owning, directly or indirectly, Common Shares, or exercising control or direction over Common Shares, or a combination of both, carrying more than 10% of the voting rights attached to the outstanding Common Shares, nor an associate or affiliate of any of the foregoing persons, has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which in either case has materially affected or would materially affect the Company or any of its subsidiaries.

## **MANAGEMENT CONTRACTS**

During the most recently completed financial year, no management functions of the Company or any of its subsidiaries were to any substantial degree performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Company or subsidiary.

## **STATEMENT OF CORPORATE GOVERNANCE**

The Company and its board of directors recognize the importance of corporate governance to the effective management of the business of Rio2 and to safeguard its employees, shareholders and other stakeholders. Corporate governance relates to the activities of the Company and its board of directors, the members of which are elected by and are accountable to the shareholders and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. The Board is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision-making. To achieve this goal, the Company has implemented a Code of Business Conduct and various related corporate policies, such as a Whistleblower Policy. The full text of the Company's Code of Business Conduct and Ethics and corporate policies are available on the Company's website at [www.rio2.com](http://www.rio2.com).

During the year ended December 31, 2025, the company held Code of Conduct and Corporate Policies workshops for employees in Chile and Peru. These sessions provided clear guidelines on acceptable behaviour, ethical decision-making, and reinforced the Company's values and expectations. Additionally, the Company established several channels for employees to submit complaints, supporting a culture of transparency and accountability.

National Instrument 58-101 — *Disclosure of Corporate Governance Practices (NI 58-101)* requires that, if an issuer's management solicits proxies from its securityholders for the purpose of electing directors, certain prescribed disclosure respecting corporate governance matters be included in its management information circular, as summarized below.

### **BOARD OF DIRECTORS**

An "independent director" generally is one who has no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment. The definition of independence in NI 58-101 is the definition set out in NI 52-110.

Rio2's Board currently comprises five independent directors and two directors who are not considered independent. NI 58-101 recommends that the Board of a public company be composed of a majority of individuals who qualify as "independent" directors. The Board is responsible for assessing director independence. The Board has assessed the independence of each director in accordance with NI 58-101 and NI 52-110. Following this assessment, the Board concluded that Klaus Zeitler, Sidney Robinson, Ram Ramachandran, Albrecht Schneider, and Drago Kusic are each independent directors under NI 58-101. Alex Black, the Executive Chairman of the Board, and Andrew Cox, the President and Chief Executive Officer of the Company, are members of management and, as a result, they are not independent directors.

## DIRECTORSHIPS

The following directors of the Company are currently directors of the following reporting issuers:

Director	Other Reporting Issuers
Klaus Zeitler	Amerigo Resources Ltd. (TSX:ARG) Western Copper and Gold Corporation (TSX:WRN; NYSE:WRN)

## PARTICIPATION OF DIRECTORS IN BOARD MEETINGS

The Board meets at least once every quarter to review, among other things, the Company's performance in relation to its corporate goals, plans, and results from prior years. The Board also holds an annual meeting to review and assess the Company's financial budget and business plan for the upcoming year, as well as its overall strategic objectives. This process establishes, among other things, benchmarks against which the Board may assess the performance of management. Additional meetings of the Board are called from time to time to deal with special matters as circumstances require.

The Board has adopted the practice of following each meeting with an independent directors' discussion. The Board ensures open and candid discussion among its independent directors by continuously monitoring situations where a conflict of interest or perceived conflict of interest with respect to a director may exist. In cases where such a conflict of interest or perceived conflict of interest is identified, it is addressed in accordance with applicable corporate law and policies. The Board may determine that it is appropriate to hold an in-camera session excluding a director with a conflict of interest or perceived conflict of interest, or such director may consider that it is appropriate to recuse himself or herself from considering and voting with respect to the matter under consideration.

Mr. Black serves as the Executive Chairman of the Board and is not considered an "independent" director. The Board does not have a separate independent lead director. The Board believes this leadership structure is appropriate given the nature and experience of the Board, and the governance practices in place. The independent directors meet regularly without management or the non-independent directors present. An independent director will preside over these meetings to facilitate communication among directors and with management. In addition, each independent director also has direct access to management as needed.

In the year ended December 31, 2025, the following Board and Committee meetings were held: six meetings of the Board (with 100% attendance) and two meetings of the Audit Committee (with 100% attendance). The CGC Committee and the Health, Safety, and Community Committee approved their decisions via directors' resolutions.

## BOARD MANDATE

On March 17, 2025, the Board adopted a Board mandate (the "**Board Mandate**") pursuant to which the Board is responsible for the stewardship of the Company. The Board oversees the management and conduct of the business and affairs of the Company, with the goal of enhancing long-term shareholder value. The Board will carry out its duties and responsibilities either directly or through its Committees.

The Board Mandate sets forth procedures relating to the Board's operations, such as the composition of the Board, expectations of Directors, meetings and committees and duties, powers and responsibilities of the Board. Pursuant to the Board Mandate, the Board is required to hold a minimum of one scheduled meeting per quarter, and Directors are expected to make reasonable efforts to attend all meetings of the Board held in any given year. The full text of the Board Mandate is attached hereto as Schedule "C".

## BOARD COMMITTEES

### Audit Committee

Certain other information regarding the Company's Audit Committee that is required to be disclosed in accordance with NI 52-110 is contained in the Company's Annual Information Form for the year ended December 31, 2025, which is available under the Company's SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca).

## **Corporate Governance and Compensation Committee**

The role of the Corporate Governance and Compensation Committee (the “**CGC Committee**”) is to provide a focus on governance that will enhance the Company’s performance, review and approve the Company’s compensation program, and monitor compliance with Rio2’s Code of Conduct.

In respect of compensation matters, the CGC Committee has the following responsibilities:

- reviewing and approving the corporate and individual goals and objectives relevant to senior management’s compensation, evaluating performance, and setting compensation levels based upon this evaluation;
- reviewing the recommendations of the CEO with respect to compensation of other management members, and for fixing their compensation, including annual bonuses and the granting of stock options under the Company’s stock option plan;
- reviewing executive compensation disclosure before the Company publicly discloses this information; and
- reviewing compensation policies and proposals with reference to industry sectors and markets in which the Company operates.

Meetings of the CGC Committee are documented in the form of meeting minutes. In establishing policies covering compensation, including annual bonuses and stock option grants, the CGC Committee takes into consideration the recommendations of the CEO, advice of independent consultants, when retained, and industry standards. The majority of the members of the CGC Committee have direct experience which is relevant to their responsibilities in executive compensation, as they have been previously, or are currently, involved with compensation matters at other companies, both public and private, in which they are or were directors. Each of the CGC Committee members have developed appropriate skills and experience, including management experience in human resources or executive compensation gained from their former business dealings as executive officers or directors of private or public entities in similar industries to that in which the Company operates, in order to make decisions on the suitability of the Company’s compensation policies and practices.

The skills and experience possessed by the members of the CGC Committee acquired as a result of their experience is described under “Particulars of Matters to be Acted Upon — 3. Election of Directors”. This experience assists and enables them to make decisions on the suitability of the Company’s compensation policies and practices.

The members of Rio2’s CGC Committee are as follows, each of whom is “independent” under NI 58-101 and NI 52-110:

- 1) Klaus Zeitler (Chairman)
- 2) Ram Ramachandran
- 3) Drago Kistic

## **Health, Safety and Community Committee**

The primary function of the Health, Safety, and Community Committee of the Board (the “**HSC Committee**”) is to assist the Board in fulfilling its oversight responsibilities regarding the health and safety of its employees and contractors, the conduct by the Company of its operations in an environmentally responsible manner and the development and maintenance of positive relationships with communities in the area of influence of the Company’s projects. Consistent with this function, the Committee will encourage continuous improvement and should foster adherence to the Company’s policies, procedures, and practices at all levels.

The members of Rio2’s HSC Committee are as follows, with Messrs. Zeitler and Ramachandran being “independent” under NI 58-101 and NI 52-110:

- 1) Klaus Zeitler (Chairman)
- 2) Ram Ramachandran
- 3) Alex Black

## **Other Board Committees**

The Company has no standing committees other than the Audit, CGC, and HSC Committees.

## **POSITION DESCRIPTIONS**

The Board has developed a written position description for the Chairman of the Board. The Company has no written position description for its Committee chair positions; however, the Company has a mandate for each Committee and the roles and responsibilities of each Committee chair position are implied therein.

The Board and the CEO have not developed a written position description for the CEO. However, the Board, acting through the CGC Committee, is responsible for monitoring and evaluating management's performance, including the CEO's.

## **ORIENTATION AND CONTINUING EDUCATION**

The Board provides an overview of the Company's business activities, systems and business plan to all new directors. New director candidates have free access to any of the Company's employees or senior management in order to conduct their own due diligence and will be briefed on the strategic plans, short-, medium- and long-term corporate objectives, business risks and mitigation strategies, corporate governance guidelines and existing policies of the Company.

No formal continuing education program currently exists for the directors of the Company. The Company encourages directors to attend, enroll or participate in courses and/or seminars dealing with financial literacy, corporate governance and related matters and has agreed to pay the cost of such courses and seminars. Each director of the Company has the responsibility for ensuring that he or she maintains the skill and knowledge necessary to meet his or her obligations as a director. The Company conducts informal director evaluations from time to time.

## **ETHICAL BUSINESS CONDUCT**

The Board has adopted a written Code of Business Conduct and Ethics ("**Code**"), which is available for review on the Company's website at [www.rio2.com](http://www.rio2.com). The Code is administered by the CGC Committee, who delegates the day-to-day responsibility for administering and interpreting the Code to the CFO. The CFO periodically reports to the CGC Committee regarding the administration of the Code, and any reports of variance from the Code will be submitted to the Board. The Company has not been required to file any material change reports regarding the conduct of a director or executive officer that constitutes a departure from the Code.

The Board has also adopted a Whistleblower Policy, which establishes the complaint procedure for concerns about any aspect of the Company's activities and operations. The Company has also adopted a Disclosure and Confidentiality Policy and a General Privacy Policy, which establish procedures for ensuring adequate disclosure and compliance with disclosure requirements as well as procedures for maintaining the confidentiality of personal information. In addition to the above-mentioned, the Board has adopted the following policies: Human Rights; Anti-Bribery and Anti-Corruption; Insider Trading; Safety, Occupational Health, Environment, and Social Responsibility; Gifts and Entertainment; and Social Media.

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law, and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, as some of the directors of the Company may also serve as directors and officers of other companies engaged in similar business activities, directors must comply with the conflict of interest provisions of the OBCA, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of their interest and would not be entitled to vote at meetings or on resolutions of directors that involve such a conflict.

## **NOMINATION OF DIRECTORS**

The Board determines new nominees to the Board, although no formal process has been adopted. The Board does not have a nominating committee for this purpose. The nominees are generally the result of recruitment efforts by current members of the Board, including as a result of both formal and informal discussions among Board members and officers. In considering Board composition and to encourage an objective nomination process, the Board periodically assesses the size, structure and composition of the Board, taking into consideration current strengths, skills and experience of the Board, proposed retirements and the requirements and strategic direction of the Company.

## **COMPENSATION**

The Board reviews the compensation of directors, the CEO and other officers on an annual basis.

For a discussion of the compensation of directors, see “Statement of Executive Compensation — Named Executive Officer Compensation” in the case of directors who are also officers of Rio2 and “Statement of Executive Compensation — Director Compensation” in respect of directors who are not also officers of Rio2. See also “Statement of Corporate Governance — Corporate Governance and Compensation Committee”.

## **ASSESSMENTS**

The Board has not implemented a formal process for assessing its effectiveness. As a result of the Company’s size, its stage of development and the limited number of individuals on the Board, the Board considers a formal assessment process to be inappropriate at this time. The Board does not formally assess the performance or contribution of individual Board members or committee members.

The Board plans to continue evaluating its own effectiveness, and the effectiveness of individual members and its committees, on an ad hoc and informal basis.

## **DIRECTOR TERM LIMITS**

The Board believes that issues relating to Board effectiveness, Board renewal and Board succession planning are best addressed by a strong Chairperson, a thoughtful governance committee and independent-thinking Board members. The Board is responsible for recommending to shareholders from time to time candidates for election to the Board that together contribute the right mix of skills and expertise to the Board. To assist in making those recommendations, the Board periodically conducts informal reviews of the effectiveness of the Board and individual Board members. When considering the composition of the Board, the Chairperson and the other members of the Board also take into consideration the skills of all Board members to ensure that the Board possesses the requisite experience, expertise and business and operational insight to effectively guide the Company.

The Company has not adopted term limits for the directors on its Board. The Board is concerned that imposing arbitrary and inflexible director term limits may result in the Company losing valued directors at a time when the Company most needs their skills, qualities and contributions, as well as their knowledge of the history and culture of the organization. Mandatory retirement ages pose the same risk and the Board does not want to risk the loss of key directors to retirement policies that seem unnecessarily arbitrary and inflexible when they force a high performing director off the Board. As a result, the Board does not feel that it would be appropriate to set term limits for its directors but rather relies on the experience of its members to determine when Board renewals, Board removals and Board additions are appropriate.

## **DIVERSITY DISCLOSURE**

The Company recognizes that a workforce with diverse skills, experience, perspectives, backgrounds, and characteristics improves understanding of opportunities, issues, and risks, resulting in stronger decision-making. Although the Company is committed to merit-based selection for its board, management, and workforce, and promotes a diverse, inclusive culture free from bias and discrimination, Rio2 did not have a Diversity Policy during the year ended December 31, 2025, but plans to implement one in 2026.

Although the Company did not have a Diversity Policy in 2025, it prioritized increasing diversity across the organization, including subsidiaries and technical and corporate offices. Notably, it implemented a 4-month training program for women mining operators during the construction phase of the Fenix Gold Mine in Chile.

#### **POLICIES REGARDING THE REPRESENTATION OF WOMEN ON THE BOARD AND IN EXECUTIVE OFFICER APPOINTMENTS**

The Company does not have a written policy relating to the identification and nomination of women directors. All appointments to the Board are made on merit, in the context of the skills and experience the Board, as a whole, requires to be effective. When evaluating and recommending qualified director nominees, the Board considers the backgrounds and diversity (including gender) of all directors and nominees. The Board determines executive officer appointments based on merit and considers the background and diversity (including gender) when making executive officer appointments.

#### **NUMBER OF WOMEN ON THE BOARD AND IN EXECUTIVE OFFICER POSITIONS**

The Company has not adopted a target regarding women on its Board or in executive officer positions. All appointments are made on merit, in the context of the skills and experience necessary. As of the date of this Information Circular, there are currently nil women on the Board, and two out of five (40%) named executive officers is a woman.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Company and its business activities, including financial information provided in the Rio2 Annual Financial Statements and related MD&A for the most recently completed financial year, is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and on the Company's website at [www.rio2.com](http://www.rio2.com). Shareholders may contact the Company at 1 (604) 762-8918 to request copies of the Company's financial statements and MD&A free of charge. Following the Meeting, the voting results for each item on the proxy form will be available on SEDAR+ and on the Company's website.

#### **OTHER MATTERS**

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the Common Shares represented thereby in accordance with their best judgment on such matter.

APPROVED BY THE BOARD OF DIRECTORS

s/ "Alex Black"

Alex Black, Executive Chairman of the Board

## SCHEDULE "A"

### RIO2 LIMITED AMENDED AND RESTATED STOCK OPTION PLAN

#### 1. PURPOSE

The purpose of this stock option plan (the "**Plan**") of **Rio2 Limited** (the "**Corporation**"), a corporation incorporated under the *Business Corporations Act* (Ontario), is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation, and of its subsidiaries and affiliates, if any, to acquire common shares in the share capital of the Corporation (the "**Shares**"), thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

#### 2. IMPLEMENTATION AND APPROVAL

The Plan shall be approved by the Board of Directors and shareholders of the Corporation at the time it is implemented, and thereafter as required by the provisions hereof or as otherwise required by the Exchange.

#### 3. ADMINISTRATION

The Plan shall be administered by the Board of Directors of the Corporation or by a special committee of the directors appointed from time to time by the Board of Directors of the Corporation pursuant to rules of procedure fixed by the Board of Directors (such committee or, if no such committee is appointed, the Board of Directors of the Corporation, is hereinafter referred to as the "**Board**"). A majority of the Board shall constitute a quorum, and the acts of a majority of the directors present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the Board.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into hereunder (the "**Option Agreements**"), to define the terms used in the Plan and in all option agreements entered into hereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

Each option ("**Option**") to purchase a Share granted hereunder may be evidenced by an agreement in writing, signed on behalf of the Corporation and by the optionee, in such form as the Board shall approve. Each such agreement shall recite that it is subject to the provisions of this Plan.

Each Option granted by the Corporation prior to the date of the approval of the Plan by the shareholders of the Corporation, including Options granted under previously approved stock option plans of the Corporation, be and are continued under and shall be subject to the terms of the Plan after the Plan has been approved by the shareholders of the Corporation.

#### 4. STOCK EXCHANGE RULES

All Options granted pursuant to this Plan shall be subject to rules and policies of any stock exchange or exchanges on which the Shares of the Corporation are then listed and any other regulatory body having jurisdiction hereinafter (hereinafter collectively referred to as, the "**Exchange**").

Capitalized terms in the Plan that are not otherwise defined herein shall have the meaning set out in Section 613 of the TSX Company Manual and any other provisions of the TSX Company Manual (the "**Company Manual**") applicable to incentive stock options.

## 5. SHARES SUBJECT TO PLAN

Subject to adjustment as provided in Section 18 hereof, the Shares to be offered under the Plan shall consist of Shares of the Corporation's authorized but unissued Shares. The aggregate number of Shares issuable upon the exercise of all Options granted under the Plan and all such Security Based Compensation Plans shall not exceed 10% of the issued and outstanding Shares of the Corporation as at the date of grant or issuance of any Security Based Compensation under any of such Security Based Compensation Plans. If any Option granted hereunder is settled in cash, cancelled, terminated, expired, surrendered, or forfeited for any reason in accordance with the terms of the Plan without being exercised, the unpurchased Shares subject thereto shall again be available for the purpose of this Plan.

**"Security Based Compensation"** means any security of the Corporation granted under a Security Based Compensation Plan.

**"Security Based Compensation Plan"** includes any compensation or incentive mechanism involving the issuance or potential issuance of securities of the Corporation from treasury to a Participant (as defined herein) and those arrangements in Section 613(b) of the Company Manual.

## 6. MAINTENANCE OF SUFFICIENT CAPITAL

The Corporation shall at all times during the term of the Plan reserve and keep available such numbers of Shares as will be sufficient to satisfy the requirements of the Plan.

## 7. ELIGIBILITY AND PARTICIPATION

Directors, officers, consultants, and employees of the Corporation or its subsidiaries, and employees of a person or company which provides management services to the Corporation or its subsidiaries (**"Management Company Employees"**) shall be eligible for selection to participate in the Plan (such persons hereinafter collectively referred to as **"Participants"**). Subject to compliance with applicable requirements of the Exchange, Participants may elect to hold Options granted to them in an incorporated entity wholly owned by them and such entity shall be bound by the Plan in the same manner as if the Options were held by the Participant.

Subject to the terms hereof, the Board shall determine to whom Options shall be granted, the terms and provisions of the respective Option agreements, the time or times at which such Options shall be granted and vested, and the number of Shares to be subject to each Option. No Option may be granted or issued unless the Option is allocated to a particular Participant. In the case of employees or consultants of the Corporation or Management Company Employees, the Option agreements to which they are party must contain a representation of the Corporation and Participant that such employee, consultant or Management Company Employee, as the case may be, is a *bona fide* employee, consultant or Management Company Employee of the Corporation or its subsidiaries.

A Participant who has been granted an Option may, if such Participant is otherwise eligible, and if permitted under the policies of the Exchange and terms hereof, be granted additional Options if the Board so determines.

## 8. EXERCISE PRICE

- (a) Options may be exercised at a price that shall be fixed by the Board at the time that the Option is granted (the **"Exercise Price"**). No Option shall be granted with an Exercise Price at a discount to the market price. The market price shall be the closing price of the Shares on the Exchange on the first day preceding the date of grant on which at least one board lot of Shares traded.
- (b) Once the Exercise Price has been determined by the Board and the Option has been granted, the exercise price of an Option may be reduced upon receipt of Board approval, provided that in the case of Options held by Insiders (as defined in the policies of the Exchange) of the Corporation, the Exercise Price of an Option may be reduced only if disinterested shareholder approval is obtained.
- (c) Notwithstanding anything herein to the contrary, except as permitted by the rules of the Exchange, the Corporation shall not grant Options with an Exercise Price determined on the basis of a market price

that does not reflect material information of which management is aware but which has not been publicly disclosed.

#### **9. NUMBER OF OPTIONED SHARES**

The aggregate number of Shares issuable upon the exercise of all Options granted under the Plan shall not exceed 10% of the issued and outstanding Shares of the Corporation from time to time, less the aggregate number of Shares reserved for issuance under any other Security Based Compensation Plans (unless the Corporation has obtained the requisite disinterested shareholder approval), subject to the following additional limitations:

- (a) the maximum number of Shares issuable pursuant to all Security Based Compensation granted to Insiders (as a group) must not exceed 10% of the issued and outstanding Shares at any point in time (unless the Corporation has obtained the requisite disinterested shareholder approval); and
- (b) the maximum number of Shares issued to Insiders (as a group), within any one year period, under Security Based Compensation must not exceed 10% of the issued and outstanding Shares (unless the Corporation has obtained the requisite disinterested shareholder approval).

#### **10. DURATION OF OPTION**

Each Option and all rights thereunder shall be expressed to expire on the date set out in the Option Agreement and shall be subject to earlier termination as provided in Sections 14 and 15, provided that in no circumstances shall the duration of an Option exceed ten (10) years.

Should the expiry date of an Option fall within a Black Out Period, such expiry date of the Option shall be automatically extended without any further act or formality to that date which is the tenth (10<sup>th</sup>) business day after the expiry of the Black Out Period, such tenth (10<sup>th</sup>) business day to be considered the expiry date for such Option for all purposes under the Plan. The ten (10) business day period referred to in this paragraph may not be extended by the Board.

Notwithstanding anything to the contrary in this Plan, the automatic extension of a Participant's Option is not permitted where the Participant or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation's securities.

**"Black Out Period"** means the period during which the relevant Participant is prohibited from exercising an Option due to trading restrictions imposed by the Corporation pursuant to any internal trading policy of the Corporation as a result of the *bona fide* existence of undisclosed material information. The internal trading policy of the Corporation is in respect of a restriction on trading that is in effect at that time or a notice in writing to a Participant by a senior officer or director of the Corporation. The Black Out Period shall expire following the general disclosure of the undisclosed material information.

#### **11. OPTION TERM, CONSIDERATION AND PAYMENT**

- (a) The term for any Option shall be a period of time fixed by the Board not to exceed ten (10) years, provided that the Option term shall be reduced with respect to any Option as provided in Sections 14 and 15 covering cessation as a director, officer, consultant, employee or Management Company Employee of the Corporation or its subsidiaries, or death of the Participant.
- (b) Subject to any vesting restrictions imposed by the Exchange, the Board may, in its sole discretion, determine the time during which Options shall vest and the method of vesting, or that no vesting restriction shall exist.
- (c) Acceleration of vesting is permitted in connection with Participant's death or where Participant ceases to be an eligible Participant in connection with a change of control, take-over bid, reverse take-over or other similar transaction. There shall be no acceleration of the vesting provisions to Options issued to persons employed to provide investor relation activities without prior Exchange acceptance, if required.

- (d) Subject to any vesting restrictions imposed by the Board, Options may be exercised in whole or in part at any time and from time to time during the Option term. To the extent required by the Exchange, no Options may be exercised under this Plan until this Plan has been approved by a resolution duly passed by the shareholders of the Corporation.
- (e) Except as set forth in Sections 14 and 15, no Option may be exercised unless the Participant is at the time of such exercise, a director, officer, consultant, or employee of the Corporation or any of its subsidiaries, or a Management Company Employee of the Corporation or any of its subsidiaries.
- (f) The exercise of any Option will be contingent upon receipt by the Corporation at its head office of a written notice of exercise ("**Option Exercise Notice**"), specifying the number of Shares with respect to which the Option is being exercised, accompanied by cash payment, certified cheque, wire transfer or bank draft for the full purchase price of such Shares with respect to which the Option is exercised (subject to Section 12). No Participant or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares of the Corporation unless and until the certificates for Shares issuable pursuant to Options under the Plan are issued to him or them under the terms of the Plan.

## **12. CASHLESS EXERCISE**

Without limiting the foregoing section 11(f), unless otherwise determined by the Board or not compliant with any applicable laws or rules of any applicable securities exchange or market, a Participant may elect cashless exercise in its Option Exercise Notice. In such case, the Participant will not be required to deliver to the Corporation a cheque or other form of payment for the aggregate Exercise Price referred to above. Instead the following provisions will apply:

- (a) The Participant will instruct a broker selected by the Corporation to sell through the stock exchange or market on which the Shares are listed or quoted, sufficient number of Shares issuable on the exercise of Options to cover the Exercise Price, as soon as possible upon the issue of such Shares to the Participant at the then applicable bid price of the Shares.
- (b) Before the relevant trade date, the Participant will deliver the Option Exercise Notice including details of the trades to the Corporation electing the cashless exercise and the Corporation will direct its registrar and transfer agent to issue a certificate for such Participant's Shares in the name of the broker (or as the broker may otherwise direct) for the number of Shares issued on the exercise of the Options, against payment by the broker to the Corporation of (i) the Exercise Price for such Shares; and (ii) the amount the Corporation determines, in its discretion, is required to satisfy the Corporation withholding tax and source deduction remittance obligations in respect of the exercise of the Options and issuance of Shares.

## **13. NET EXERCISE**

Subject to prior approval by the Board, a Participant may elect to surrender for cancellation to the Corporation any vested Options being exercised and the Corporation will issue to the Participant, as consideration for the surrender of such Options, that number of Shares (rounded down to the nearest whole Share) on a net issuance basis in accordance with the following formula below:

$$X = \frac{Y(A - B)}{A}$$

where:

X = The number of Shares to be issued to the Participant in consideration for the net exercise of the Options under this Section 13;

Y = The number of vested Options with respect to the vested portion of the Option to be surrendered for cancellation;

- A = The volume weighted average trading price of the Shares on the Exchange calculated by dividing the total value by the total volume of such securities trade for the five trading days immediately preceding the exercise of the subject Option; and
- B = The Exercise Price for such Options.

Persons employed to provide investor relation activities shall not use the Net Exercise provisions as defined in this Section 13 to exercise Options. In the event of a Net Exercise, the number of Options exercised, surrendered, or converted, and not the number of Shares actually issued by the Corporation, must be included in calculating the limits set forth in Sections 5 and 9 of the Plan.

#### **14. CEASING TO BE A DIRECTOR, OFFICER, CONSULTANT OR EMPLOYEE**

- (a) If a Participant shall cease to be a director, officer, consultant, employee of the Corporation, or its subsidiaries, or ceases to be a Management Company Employee, for any reason (other than for cause or by reason of death), such Participant may exercise his Option to the extent that the Participant was entitled to exercise it at the date of such cessation, provided that such exercise must occur within one (1) year after the Participant ceases to be a director, officer, consultant, employee or a Management Company Employee, unless such Participant was engaged in investor relations activities, in which case such exercise must occur within thirty (30) days after the cessation of the Participant's services to the Corporation.
- (b) If a Participant shall cease to be a director, officer, consultant, employee of the Corporation, or its subsidiaries, or ceases to be a Management Company Employee for cause, any granted but unexercised Options shall terminate and become null and void immediately.
- (c) Nothing contained in the Plan, nor in any Option granted pursuant to the Plan, shall as such confer upon any Participant any right with respect to continuance as a director, officer, consultant, employee or Management Company Employee of the Corporation or of any of its subsidiaries or affiliates, if any.

#### **15. DEATH OF PARTICIPANT**

Notwithstanding Section 11, in the event of the death of a Participant, all unexpired Options previously granted to him shall be exercisable only within one (1) year after such death and then only:

- (a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or the laws of descent and distribution; and
- (b) if and to the extent that such Participant was entitled to exercise the Option at the date of his death.

#### **16. RIGHTS OF PARTICIPANT**

No person entitled to exercise any Option granted under the Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until certificates representing such Shares shall have been issued and delivered.

#### **17. PROCEEDS FROM SALE OF SHARES**

The proceeds from the sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine.

#### **18. ADJUSTMENTS**

If the outstanding Shares of the Corporation are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Corporation or another company or entity through re-organization, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, or any adjustment relating to the Shares optioned or issued on exercise of Options, or the exercise price per share as set forth in the respective Option agreements, shall be adjusted by the Board, in its sole and absolute discretion, under this Section, provided that a

Participant shall be thereafter entitled to receive the amount of securities or property (including cash) to which such Participant would have been entitled to receive as a result of such reorganization if, on the effective date thereof, he had been the holder of the number of Shares to which he was entitled upon exercise of his Option(s).

Adjustments under this Section shall be made by the Board whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Share shall be required to be issued under the Plan on any such adjustment.

Any adjustment, other than in connection with a consolidation or split, to Security Based Compensation granted or issued under a Security Based Compensation Plan of the Corporation is subject to prior acceptance of the Exchange, if required, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

#### **19. TAKEOVER BID**

If a bona fide offer (the “**Offer**”) for Shares is made to the Shareholders generally, and which is in the nature of a “take-over bid” within the meaning of the *Securities Act* (Ontario), then the Corporation shall, immediately upon receipt of notice of the Offer, notify each Participant currently holding an Option of the Offer, with full particulars thereof, whereupon, notwithstanding the applicability, if any, of Section 11 hereof, such Option may be exercised in whole or in part by the Participant immediately prior to the expiry time of the Offer so as to permit the Participant to tender the Shares received upon such exercise (the “**Optioned Shares**”) pursuant to the Offer. If:

- (a) the Offer is withdrawn by the offeror or the Offer is unsuccessful; or
- (b) the Participant does not tender the Optioned Shares pursuant to the Offer; or
- (c) all of the Optioned Shares tendered by the Participant pursuant to the Offer are not taken up and paid for by the offeror in respect thereof,

then the Optioned Shares or, in the case of subsection (c) above, the Optioned Shares that are not taken up and paid for, shall be returned by the Participant to the Corporation and reinstated as authorized by unissued Shares and the terms of the Option as set forth in Section 11, if applicable, shall again apply to the Option. If any Optioned Shares are returned to the Corporation under this Section, the Corporation shall also refund the exercise price to the Participant for such Optioned Shares. In no event shall the Participant be entitled to sell the Optioned Shares otherwise than pursuant to the Offer. There shall be no acceleration of the vesting provisions to Options issued to persons employed to provide investor relation activities without prior Exchange acceptance, if required.

#### **20. CHANGE OF CONTROL**

If there is a Change of Control (as defined herein) in the Corporation, the Board, in its sole discretion, may declare that all unexercised, unvested and outstanding Options granted under the Plan vest and are immediately exercisable prior to the effective time of the Change of Control in respect of any and all Shares for which the Participant has not exercised the Option. In addition, the Board, in its sole discretion, may determine whether such Options may be exercisable for a limited period of time only and, if so, the Board will determine such period of time and such determinations or limitations, once made or set, are deemed to be incorporated into the applicable Option Agreement(s). There shall be no acceleration of the vesting provisions to Options issued to persons employed to provide investor relation activities without prior Exchange acceptance, if required.

For the purposes of this section, “**Change of Control**” means:

- (a) the issuance to or acquisition by any person, or group of persons acting in concert, of directly, or indirectly, including through an arrangement, merger or other form of reorganization of the Corporation, of the Corporation’s Shares which in the aggregate total 50% or more of the then issued and outstanding Shares;

- (b) the election at a meeting of the Corporation's shareholders of a number of directors of the Corporation who were not included in the slate for election as directors proposed to the Corporation shareholders by the Corporation's prior Board, and would represent a majority of the Board;
- (c) the appointment of a number of directors which would represent a majority of the Board and which were nominated by any holder of Shares or by any group of holders of Shares acting jointly or in concert and not approved by the Corporation's prior Board;
- (d) the winding up or termination of the Corporation or the sale, lease or transfer of all or substantially all of the directly or indirectly held assets of the Corporation to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued,

provided that notwithstanding the application of any of the foregoing, a "Change of Control" shall be deemed to not have occurred:

- (a) pursuant to an arrangement, merger or other form of reorganization of the Corporation where the holders of the outstanding voting securities or interests of the Corporation immediately prior to the completion of the reorganization will hold more than 50% of the outstanding voting securities or interests of the continuing entity upon completion of the reorganization; or
- (b) if a majority of the Board determines that in substance an arrangement, merger or reorganization has not occurred or the circumstances are such that a Change of Control should be deemed to not have occurred and any such determination shall be binding and conclusive for all purposes of the Plan.

## **21. TRANSFERABILITY**

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or to the extent, if any, permitted by the Exchange. During the lifetime of a Participant, any benefits, rights and Options may only be exercised by the Participant.

## **22. WITHHOLDING TAXES**

The Corporation shall have the authority to take steps for the deduction and withholding, or for the advance payment or reimbursement by the optionee to the Corporation, of any taxes or other required source deductions which the Corporation is required by law or regulation of any governmental authority whatsoever to remit in connection with this Plan, or any issuance of Shares. Without limiting the generality of the foregoing, the Corporation may, in its sole discretion:

- (a) deduct and withhold additional amounts from other amounts payable to a optionee;
- (b) require, as a condition of the issuance of Shares to an optionee, that the optionee make a cash payment to the Corporation equal to the amount, in the Corporation's opinion, required to be withheld and remitted by the Corporation for the account of the optionee to the appropriate governmental authority and the Corporation, in its discretion, may withhold the issuance or delivery of Shares until the optionee makes such payment; or
- (c) sell, on behalf of the optionee, all or any portion of Shares otherwise deliverable to the optionee until the net proceeds of sale equal or exceed the amount which, in the Corporation's opinion, would satisfy any and all withholding taxes and other source deductions for the account of the optionee.

## **23. AMENDMENT AND TERMINATION OF PLAN**

The Board may terminate or discontinue the Plan at any time without the consent of the Participants provided that such termination or discontinuance shall not alter or impair any Option previously granted under the Plan.

Notwithstanding any other provision of this Plan or any outstanding Options granted hereunder, amendments to any of the following provisions of the Plan will be subject to prior shareholder approval and approval of the Exchange:

- (a) persons eligible to be granted or issued Options under the Plan;
- (b) the maximum number or percentage, as the case may be, of listed shares that may be issuable under the Plan in Section 5;
- (c) the limits under the Plan on the amount of Options that may be granted or issued to any one person or any category of persons (such as, for example, Insiders) in Section 9;
- (d) the method for determining the Exercise Price of the Options;
- (e) the maximum term of the Options;
- (f) the expiry and termination provisions applicable to the Options, including the addition of a blackout period; and
- (g) amendments to any amending provision within this Plan.

Notwithstanding the foregoing, subject to applicable law and Exchange rules, the Board may, without notice or shareholder approval, at any time and from time to time, amend this Plan and/or any Options granted hereunder for the purposes of:

- (a) amendments to fix typographical errors;
- (b) amendments to clarify existing provisions of the Plan which does not have the effect of altering the scope, nature and intent of such provisions; or
- (c) making any other amendment(s) that do not require shareholder approval pursuant to this Section 23 or the rules of the Exchange.

Disinterested shareholder approval must be obtained for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Participant is an Insider of the Corporation at the time of the proposed amendment.

#### **24. NECESSARY APPROVALS**

The ability of a Participant to exercise Options and the obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to any approvals which may be required from shareholders of the Corporation and any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation. If any Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such Shares shall terminate and any Option exercise price paid to the Corporation will be returned to the Participant.

#### **25. EFFECTIVE DATE OF PLAN**

The Plan has been adopted by the Board of the Corporation subject to the approval of the Exchange and the Corporation's shareholders. If so approved, subject to the discretion of the Board, the Plan shall become effective upon such approvals being obtained.

#### **26. GOVERNING LAW**

This Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Words in the singular shall include the plural and words in one gender shall include all genders.

All decisions and interpretations of the Board respecting the Plan or Options granted thereunder shall be conclusive and binding on the Corporation and the Participants and their respective legal personal representatives and on all directors, officers and employees eligible under the provisions of the Plan to participate therein.

## SCHEDULE "B"

### RIO2 LIMITED AMENDED AND RESTATED SHARE INCENTIVE PLAN

#### 1. Purposes

The principal purposes of the Plan are as follows:

- (a) to strengthen the ability of the Corporation to retain and attract qualified Service Providers;
- (b) to promote a proprietary interest in the Corporation by such Service Providers and to encourage such persons to remain in the employ or service of the Corporation and put forth maximum efforts for the business and the success of the affairs of the Corporation; and
- (c) to focus management of the Corporation on operating and financial performance and long-term Total Shareholder Return.

#### 2. Definitions

As used in this Plan, the following words and phrases shall have the meanings indicated:

- (a) "**Adjustment Ratio**" means, with respect to any Award, the ratio used to adjust the notional number of Common Shares to be issued on the applicable Payment Date pertaining to such Award for Dividends and, in respect of each Award, shall be equal to one plus the amount, rounded to the nearest five decimal places, equal to a fraction, having as its numerator the arithmetic total of the Dividends, expressed as an amount per Common Share, declared on each Dividend Record Date following the Grant Date of the initial Award, and having as its denominator the Fair Market Value of the Common Shares on the first Business Day of the calendar month in which the Payment Date occurs;
- (b) "**Award**" means an award, whose Award Value is computed by reference equal to a notional number of Common Shares, made pursuant to the Plan, for which payment shall be made on the Payment Date(s) in accordance with the terms of Section 7 hereof and shall not include stock options of the Corporation;
- (c) "**Award Agreement**" has the meaning set forth in Section 7 hereof;
- (d) "**Award Value**" means, with respect to any Award, an amount equal to the notional number of Common Shares granted pursuant to such Award, as such number may be adjusted in accordance with the terms of the Plan, multiplied by the Fair Market Value of a Common Share;
- (e) "**Black-Out Period**" means a period of time imposed by the Board pursuant to the policies of the Corporation upon certain Service Providers during which those persons may not trade in any securities of the Corporation as a result of the bona fide existence of undisclosed material information;
- (f) "**Board**" means the board of directors of the Corporation, as constituted from time to time;
- (g) "**Business Day**" means a day other than a Saturday, Sunday or a day when banks in the City of Toronto, Ontario are not generally open for business;
- (h) "**Cessation Date**" means the date that is the earlier of:
  - (i) the date of the Service Provider's termination or resignation, as the case may be regardless of whether adequate or proper advance notice of termination or resignation shall have been provided in respect of such cessation of being a Service Provider; or
  - (ii) the date of the of the Service Provider's death or disability, as the case may be.

For greater certainty a Leave of Absence or disability of a Service Provider shall not, unless otherwise determined by the Board, be considered an interruption or termination of the employment of a Service Provider or cessation of the services provided by a Service Provider for any purpose of the Plan except that a Service Provider's employment shall be deemed to have been voluntarily terminated on the date that is two years after the date of disability;

- (i) **"Change of Control"** means:
  - (i) a successful "take-over bid" as defined in National Instrument 62-104 or any replacement or successor provisions ("**NI 62-104**"), which is not exempt from the take-over bid requirements of NI 62-104, pursuant to which the "offeror" as a result of such take-over bid, beneficially owns, directly or indirectly, in excess of 50% of the outstanding Total Common Shares;
  - (ii) the issuance to or acquisition by any person, or group of persons acting in concert, of directly, or indirectly, including through an arrangement, merger or other form of reorganization of the Corporation, of Common Shares of the Corporation which in the aggregate total 50% or more of the then issued and outstanding Total Common Shares;
  - (iii) the election at a meeting of the Shareholders of a number of directors of the Corporation who were not included in the slate for election as directors proposed to the Shareholders by the Corporation's prior Board, and would represent a majority of the Board;
  - (iv) the appointment of a number of directors which would represent a majority of the Board and which were nominated by any holder of Common Shares or by any group of holders of Common Shares acting jointly or in concert and not approved by the Corporation's prior Board;
  - (v) the winding up or termination of the Corporation or the sale, lease or transfer of all or substantially all of the directly or indirectly held assets of the Corporation to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued,

provided that notwithstanding the application of any of the foregoing, a **"Change of Control"** shall be deemed to not have occurred:

- (vi) pursuant to an arrangement, merger or other form of reorganization of the Corporation where the holders of the outstanding voting securities or interests of the Corporation immediately prior to the completion of the reorganization will hold more than 50% of the outstanding voting securities or interests of the continuing entity upon completion of the reorganization; or
  - (vii) if a majority of the Board determines that in substance an arrangement, merger or reorganization has not occurred or the circumstances are such that a Change of Control should be deemed to not have occurred and any such determination shall be binding and conclusive for all purposes of the Plan;
- (j) **"Common Shares"** means common shares in the capital of the Corporation;
  - (k) **"Company Manual"** means the TSX Company Manual;
  - (l) **"Corporate Performance Measures"** for any period that the Board in its sole discretion shall determine, means the performance measures to be taken into consideration in granting Awards under the Plan and determining the Payout Multiplier in respect of any Performance Award, which may include, without limitation, the following:
    - (i) Relative Total Shareholder Return;
    - (ii) activities related to growth of the Corporation;
    - (iii) share price performance;

- (iv) the execution of the Corporation's strategic plan as determined by the Board; and
- (v) such additional measures as the Board, in its sole discretion, shall consider appropriate in the circumstances;
- (m) "**Corporation**" means Rio2 Limited, a corporation incorporated pursuant to the laws of Ontario, and any successor corporation thereto;
- (n) "**disability**" means:
  - (i) a Service Provider who has been placed on long term disability under the Corporation's long term disability plan or, if such Service Provider is not covered by the Corporation's long term disability plan, would meet the requirements to be placed on long term disability under the Corporation's long term disability plan if covered; and
  - (ii) the Corporation has not made a determination to designate the Service Provider's status as being on a Leave of Absence;
- (o) "**Dividend**" means any dividend declared by the Corporation in respect of the Common Shares, whether in the form of cash, Common Shares or other securities or other property, expressed as an amount per Common Shares;
- (p) "**Dividend Record Date**" means the applicable record date in respect of any Dividend used to determine the Shareholders entitled to receive such Dividend;
- (q) "**Exchange**" means the Toronto Stock Exchange or, if the Common Shares are not then listed and posted for trading on the Toronto Stock Exchange, on such stock exchange in Canada on which such shares are listed and posted for trading as may be selected for such purpose by the Board;
- (r) "**Expiry Date**" means, in connection with each Award made pursuant to the Plan, means the third year anniversary of the date on which the Award was granted;
- (s) "**Fair Market Value**" with respect to a Common Share, as at any date means the weighted average of the prices at which the Common Shares traded on the Exchange (or, if the Common Shares are not then listed and posted for trading on the Exchange or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the Common Shares are then listed and posted for trading as may be selected for such purpose by the Board in its sole discretion) for the five (5) trading days on which the Common Shares traded on the said exchange immediately preceding such date. In the event that the Common Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Common Shares as determined by the Board in its sole discretion, acting reasonably and in good faith. If initially determined in United States dollars, the Fair Market Value shall be converted into Canadian dollars at an exchange rate selected and calculated in the manner determined by the Board from time to time acting reasonably and in good faith. ;
- (t) "**Grant Date**" means the grant date for an Award;
- (u) "**Grantee**" has the meaning set forth in Section 4 hereof;
- (v) "**Insider**" has the meaning ascribed to it in the Company Manual;
- (w) "**Leave of Absence**" means a period of time designated as a "leave of absence" by the Board which is in excess of three (3) months;
- (x) "**Payment Date**" means, with respect to any Award, the date upon which the Corporation shall pay to the Grantee the Award Value to which the Grantee is entitled pursuant to such Award in accordance with the terms hereof;

- (y) "**Payout Multiplier**" means the payout multiplier determined by the Board in accordance with Section 7(d);
- (z) "**Peer Comparison Group**" means, generally, public Canadian issuers that are in the mining business and, in the opinion of the Board, are competitors of the Corporation and which shall be determined from time to time by the Board in its sole discretion;
- (aa) "**Performance Award**" means an Award granted hereunder designated as a "Performance Award" in the Award Agreement pertaining thereto;
- (bb) "**Plan**" means this share incentive plan;
- (cc) "**Relative Total Shareholder Return**" means the percentile rank, expressed as a whole number, of Total Shareholder Return relative to returns calculated on a similar basis on securities of members of the Peer Comparison Group over the applicable period;
- (dd) "**Security Based Compensation**" means any security of the Corporation granted under a Security Based Compensation Plan;
- (ee) "**Security Based Compensation Plan**" includes any compensation or incentive mechanism involving the issuance or potential issuance of securities of the Corporation from treasury to a Participant and those arrangements in Section 613(b) of the Company Manual;
- (ff) "**Service Provider**" means bona fide directors, officers, consultants, employees, and management company employees, as applicable, of the Corporation;
- (gg) "**Shareholder**" means a holder of Common Shares;
- (hh) "**Time-Based Award**" means an Award granted hereunder designated as a "Time-Based Award" in the Award Agreement pertaining thereto;
- (ii) "**Total Common Shares**" means the aggregate number of issued and outstanding Common Shares (including Common Shares issuable upon exchange of exchangeable shares of the Corporation and other fully paid securities exchangeable into Common Shares); and
- (jj) "**Total Shareholder Return**" means, with respect to any period, the total return to Shareholders on the Common Shares calculated using cumulative dividends on a reinvested basis, if applicable, and the change in the trading price of the Common Shares on the Exchange over such period (or, if the Common Shares are not then listed and posted for trading on the Exchange or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the Common Shares are then listed and posted for trading as may be selected for such purpose by the Board in its sole discretion).

### 3. Administration

- (a) The Plan shall be administered by the Board, provided that the Board shall have the authority to appoint a committee of the Board to administer the Plan. In the event that the Board appoints a committee of the Board to administer the Plan, all references in the Plan to the Board will be deemed to be references to such other committee of the Board, as applicable. The Board may also delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, and the Board or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Board or such person may have under the Plan.
- (b) The Board shall have the full power and sole responsibility to interpret the provisions of the Plan, to administer the Plan and to exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan subject to and not inconsistent with

the express provisions of this Plan and of Section 10 hereof, including, without limitation and subject to Exchange rules, the authority:

- (i) to grant Awards;
  - (ii) to determine the Fair Market Value of the Common Shares on any date;
  - (iii) to determine the Service Providers to whom, and the time or times at which Awards shall be granted and shall become issuable to such Service Providers;
  - (iv) to determine the Award Value of each Award;
  - (v) to determine and revise the members of the Peer Comparison Group from time to time;
  - (vi) to determine the Corporate Performance Measures and the Payout Multiplier in respect of a particular period;
  - (vii) to prescribe, amend and rescind rules and regulations relating to the Plan;
  - (viii) to interpret the Plan;
  - (ix) to determine the terms and provisions of Award Agreements (which are not required to be identical to one another) entered into in connection with Awards; and
  - (x) to make all other determinations deemed necessary or advisable for the administration of the Plan in accordance with the terms and conditions of the Plan.
- (c) For greater certainty and without limiting the discretion conferred on the Board pursuant to this Section 3, the Board's decision to approve the grant of an Award to any Service Provider in any period shall not require the Board to approve the grant of an Award to any Service Provider in any other period; nor shall the Board's decision with respect to the size or terms and conditions of an Award in any period require it to approve the grant of an Award of the same or similar size or with the same or similar terms or conditions to any other Service Provider in any other period, nor shall the Board's decision with respect to the form of payment of an Award require it to pay any other Awards in the same manner or entitle a Service Provider to be paid in any particular form. The Board shall not be precluded from approving the grant of an Award to any Service Provider solely because such Service Provider may previously have been granted an Award under this Plan or any other similar compensation arrangement of the Corporation. No Service Provider has any claim or right to be granted an Award other than as such claim or right may be provided for in the Award Agreement, if applicable. In determining the Service Providers to whom Awards may be granted ("**Grantees**") and the number of Common Shares to be covered by each Award, the Board may take into account such factors as it shall determine in its sole discretion, including, if so determined by the Board, any one or more of the following factors:
- (i) compensation data for comparable benchmark positions among the Peer Comparison Group;
  - (ii) the duties, responsibilities, position and seniority of the Grantee;
  - (iii) the Corporate Performance Measures for the applicable period compared with any applicable internally established performance measures approved by the Board and/or similar performance measures of members of the Peer Comparison Group for such period;
  - (iv) the individual contributions and potential contributions of the Grantee to the success of the Corporation;
  - (v) any bonus payments paid or to be paid to the Grantee in respect of his or her individual contributions and potential contributions to the success of the Corporation;

- (vi) the Fair Market Value or current market price of the Common Shares at the time of such Award; and
  - (vii) such other factors as the Board shall deem relevant in its sole discretion in connection with accomplishing the purposes of the Plan.
- (d) The Board may delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, and the Board or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Board or such person may have under the Plan.

#### **4. Eligibility and Award Determination**

- (a) No Awards may be granted or issued unless the Award is allocated to a particular Service Provider.
- (b) In order to be eligible to receive Awards, in the case of employees, management company employees or consultants, the Award Agreement to which they are party must contain a representation of the Corporation and Grantee that such employee, management company employee or consultant, as the case may be, is a bona fide employee, management company employee or consultant of the Corporation or a subsidiary of the Corporation.
- (c) In determining the Service Providers to whom Awards may be granted ("**Grantees**") and the number of Common Shares to be referred to in respect of each Award, the Board may, in addition to the factors set forth in Subsection 3(c) of the Plan, take into account such other factors as it may determine in its sole discretion.
- (d) For purposes of the calculations in this section, it shall be assumed that all issued and outstanding Awards are to be paid by the issuance of Common Shares from treasury, notwithstanding the Corporation's right pursuant to Section 7 hereof to settle the Award Value underlying Awards in cash.

#### **5. Reservation of Common Shares**

- (a) The total number of Common Shares reserved and available for grant and issuance pursuant to the settlement of Awards pursuant to this Plan, together with all of the Corporation's other Security Based Compensation Plans, shall not exceed 10% (in the aggregate) of the issued and outstanding Common Shares of the Corporation from time to time.
- (b) Any Award granted under this Plan that has been settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised, any Common Shares that were reserved hereunder shall return to the Plan and remain available for the purposes of the granting of further Awards under this Plan.
- (c) Awards may be granted in excess of the limits set forth in Section 6 provided that prior to the receipt of the approval required in Section 10, if any, such Awards may not be paid until such approval has been received.
- (d) For purposes of the calculations in this section, it shall be assumed that all issued and outstanding Awards are to be paid by the issuance of Common Shares from treasury, notwithstanding the Corporation's right pursuant to Section 7 hereof to settle the Award Value underlying Awards in cash.

#### **6. Limits on Grants of Awards**

All grants of Awards under the Plan shall be subject to the following restrictions:

- (a) The number of Common Shares that are issuable at any time, under the Plan or when combined with all of the Corporation's other Security Based Compensation Plans, shall not exceed 10% of the issued and outstanding Common Shares from time to time;

- (b) Awards may be granted by the Board from time to time, at its sole discretion, to Service Providers, provided that:
  - (i) the maximum number of Common Shares issuable under Awards granted to Insiders (as a group) must not exceed 10% of the issued and outstanding Common Shares at any point in time, less the aggregate number of Common Shares reserved for issuance to Insiders under any other Security Based Compensation Plan (unless the Corporation has obtained the requisite disinterested shareholder approval);
  - (ii) the maximum number of Common Shares issued to Insiders (as a group), within any one year period, under Security Based Compensation must not exceed 10% of the issued and outstanding Common Shares (unless the Corporation has obtained the requisite disinterested shareholder approval);
- (c) No Service Provider shall have any rights to be granted Awards hereunder, except as may be specifically granted by the Board; and
- (d) Awards may be granted in excess of the limits set forth in this Section 6 provided that prior to the receipt of disinterested shareholder approval as required by the policies of the Exchange, and such Awards shall not be paid until such approval has been obtained.

#### 7. Terms and Conditions of Awards

Each Award granted under the Plan shall be subject to the terms and conditions of the Plan and evidenced by a written agreement between the Corporation and the Grantee or an award letter of other confirmation of grant from the Corporation to the Grantee (an "**Award Agreement**") which agreement shall comply with, and in the event that the Common Shares of the Corporation are listed on the Exchange, shall comply with, and be subject to, the requirements of the Exchange and the following terms and conditions (and with such other terms and conditions as the Board, in its sole discretion, shall establish):

- (a) Type of Awards – The Board shall determine the Award Value to be awarded to a Grantee pursuant to the Award in accordance with the provisions set forth in Section 3 hereof and shall designate such award as either a "Time-Based Award" or a "Performance Award", as applicable, in the Award Agreement relating thereto.
- (b) Payment Date of Awards – The Payment Dates in respect of Awards issued pursuant to the Plan shall be as follows, unless otherwise determined by the Board in its sole discretion (and, for greater certainty, the Board may, in its sole discretion, impose additional or different conditions on the determination of the Payment Date(s) in respect of payment pursuant to any Award):
  - (i) as to one-third of the Award Value of such Award, on the first anniversary of the Grant Date of the Award;
  - (ii) as to one-third of the Award Value of such Award, on the second anniversary of the Grant Date of the Award; and
  - (iii) as to the remaining one-third of the Award Value of such Award, on the third anniversary of the Grant Date of the Award;

provided however, that:

- (A) if a Grantee is on a Leave of Absence before the Payment Date or Dates, such Payment Date or Payment Dates shall be extended by that portion of the duration of the period of the Leave of Absence that is in excess of three (3) months;

- (B) where a Payment Date occurs on a date when a Grantee is subject to a Black-Out Period, such Payment Date shall be extended to a date which is within ten (10) Business Days following the end of such Black-Out Period;
  - (C) in the event of any Change of Control of the Corporation prior to the before the Payment Date or Payment Dates, the Payment Date or Payment Dates for all Common Shares awarded pursuant to such Awards shall be closing date of the Change of Control and the Payout Multiplier applicable to any Performance Awards shall be determined by the Board;
  - (D) notwithstanding any other provision of this Plan, the Board may, in its sole discretion, determine that an Award is payable in relation to all or a percentage of the Award Value covered thereby for all or any Awards at any time and from time to time;
  - (E) acceleration of vesting of Awards is permitted in connection with a Service Provider's death or where the Service Provider ceases to be an eligible Service Provider in connection with a change of control, take-over bid, reverse take-over or other similar transaction; and
  - (F) notwithstanding any other provision of this Plan, no Award may vest before one year from the Grant Date.
- (c) Expiry Dates of Awards – Notwithstanding any other provision of this Plan, no Payment Date in respect of an Award may occur after the Expiry Date of such Award, and in the event that a Payment Date would occur after the Expiry Date, the Payment Date in respect of such Award shall be on the Expiry Date of such Award. Where an Expiry Date occurs on a date when a Grantee is subject to a Black-Out Period, such Expiry Date shall be extended to a date which is within ten (10) Business Days following the end of such Black-Out Period.
- (d) Payout Multiplier – Annually, and prior to the Payment Date in respect of any Performance Award, or prior to the Payment Date in the case of a Change of Control or otherwise to the extent that such annual determination has not yet been made, the Board shall assess the performance of the Corporation for the applicable period. The weighting of the individual measures comprising the Corporate Performance Measures shall be determined by the Board in its sole discretion having regard to the principal purposes of the Plan and, upon the assessment of all Corporate Performance Measures, the Board shall determine the Corporation's ranking as compared to the Peer Comparison Group. The applicable Payout Multiplier in respect of this ranking shall be as determined by the Board in its sole discretion and is subject to the limits set forth in Section 6 hereof. For greater certainty, where the Payment Date is not the first anniversary of the Grant Date, the Payout Multiplier for those Performance Awards will be the arithmetic average of the Payout Multiplier for each of the preceding annual performance assessment periods. The Corporation shall be permitted to make payments in cash to the Grantee, if it does not have a sufficient amount of Common Shares reserved under this Plan to satisfy its obligations under the Payout Multiplier.
- (e) Adjustment of Awards – Immediately prior to each Payment Date, the notional number of Common Shares underlying an Award shall be adjusted by multiplying such number by: (1) the Adjustment Ratio applicable in respect of such Award, and (2) the Payout Multiplier applicable to such Award, in the case of a Performance Award, provided however, that:
- (i) if a Grantee has been on a Leave of Absence at any time since the Grant Date in respect of such Award, the Adjustment Ratio shall not be adjusted for any Dividends paid during the period of such Leave of Absence;
  - (ii) notwithstanding any other provision of this Plan, but subject to the limits described in Section 6 hereof and, in the event that the Common Shares of the Corporation are listed on the

Exchange, any applicable requirements of the Exchange, or other applicable regulatory authority, the Board hereby reserves the right to make any additional adjustments to the notional number of Common Shares underlying any Award if, in the sole discretion of the Board, such adjustments are appropriate in the circumstances having regard to the principal purposes of the Plan and terms of the Award; and

- (iii) The Corporation shall be permitted to make payments in cash to the Grantee under the Adjustment Ratio, if it does not have a sufficient amount of Common Shares reserved under this Plan to satisfy its obligations, or where the issuance of Common Shares would result in a breach of the limits described in Section 6 hereof.
- (f) Payment in Respect of Awards – On the Payment Date, the Corporation, at its sole and absolute discretion, shall have the option of settling the Award Value payable in respect of an Award by any of the following methods or by a combination of any of the following methods:
  - (i) payment in cash;
  - (ii) in the event that the Common Shares of the Corporation are listed on the Exchange, payment in Common Shares acquired by the Corporation on the Exchange;
  - (iii) payment in Common Shares issued from the treasury of the Corporation;
  - (iv) any combination of the above.
- (g) Determinations of Payment - the Corporation shall not determine whether the payment method shall take the form of cash or Common Shares (or a combination thereof) until the Payment Date, or some reasonable time prior thereto. A holder of an Award shall not have any right to demand be paid in, or receive, Common Shares in respect of the Award Value underlying an Award, at any time. Notwithstanding any election by the Corporation to settle any Award Value, or portion thereof, in Common Shares, the Corporation reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such Award shall not have the right, at any time to enforce settlement in the form of either cash or Common Shares of the Corporation, as the case may be.
- (h) No Fractional Common Shares - Where the Corporation elects to pay any amounts pursuant to an Award by issuing Common Shares, and the determination of the number of Common Shares to be delivered to a Grantee in respect of a particular Payment Date would result in the issuance of a fractional Common Share, the number of Common Shares deliverable on the Payment Date shall be rounded down to the next whole number of Common Shares. No certificates representing fractional Common Shares shall be delivered pursuant to this Plan nor shall any cash amount be paid at any time in lieu of any such fractional interest.
- (i) Delivery of Payment – Any amount payable to a Grantee in respect of an Award shall be paid to the Grantee as soon as practicable following the Payment Date provided that the payment must occur not later than the Expiry Date.
- (j) Termination of Relationship as Service Provider – Unless otherwise determined by the Board or unless otherwise provided in an Award Agreement pertaining to a particular Award or any written employment or consulting agreement governing a Grantee's role as a Service Provider, the following provisions shall apply in the event that a Grantee ceases to be a Service Provider:
  - (i) *Termination upon Ceasing to be a Service Provider* – If a Grantee ceases to be a Service Provider for any reason whatsoever, including termination without cause, other than the death or disability of such Grantee (as contemplated under paragraph (ii) below), all outstanding Award Agreements under which Awards have been made to such Grantee and which have vested in accordance with Section 7(b), shall be terminated and all rights to receive Common Shares thereunder shall be forfeited by the Grantee effective as of the date that is 30 days from the

Cessation Date. For clarity, the Grantee shall only be entitled to receive the Award Value for the outstanding Awards for which the Payment Date would fall between the date that the Grantee ceased to be employed or retained and the date that is thirty (30) days from such date. Notwithstanding the foregoing, in the event of a termination of any employee for cause, the Board may, in its sole discretion, determine that all outstanding vested Awards shall immediately terminate and become null and void. All Awards which have not vested in accordance with Section 7(b) at the Cessation Date shall immediately terminate and become null and void. Notwithstanding any provision in the Plan, all Awards must expire within a reasonable period, not exceeding 12 months, following a Service Provider ceasing to be an eligible Service Provider;

- (ii) *Termination Upon Death or Disability* – Upon the death or disability of a Grantee prior to the Expiry Date, all outstanding Award Agreements under which Awards have been made to such Grantee which have vested in accordance with Section 7(b) shall be terminated and all rights to receive Common Shares thereunder shall be forfeited by the Grantee effective on earlier of: (i) the Expiry Date; and (ii) date that is six months from the Cessation Date. All Awards which have not vested in accordance with Section 7(b) at the Cessation Date shall immediately terminate and become null and void. In the case of the death of a Grantee, the rights of the Grantee, if any, shall pass by the Grantee's will or by the laws of descent and distribution. The Chief Executive Officer of the Corporation in the case of a Grantee who is not a director or officer and the Board in all other cases, taking into consideration the performance of such Grantee and the performance of the Corporation since the date of grant of the Award(s), may determine in its sole discretion the Payout Multiplier to be applied to any Performance Awards held by the Grantee; and
- (iii) *Extension of Expiration Period* – Subject to Section 10, the Board may, in its sole discretion, determine that the Expiry Dates set forth in Section 7(j)(i) and Section 7(j)(ii) shall be extended by the time frames set forth in Section 7(c).
- (k) Rights as a Shareholder – Until Common Shares have actually been issued in accordance with the terms of the Plan, the Grantee to whom an Award has been made shall not possess any incidents of ownership of such Common Shares including, for greater certainty and without limitation, the right to receive Dividends on such Common Shares and the right to exercise voting rights in respect of such Common Shares. Such Grantee shall only be considered a Shareholder in respect of such Common Shares when such issuance has been entered upon the records of the duly authorized transfer agent of the Corporation.
- (l) Effect of Certain Changes – In the event:
  - (i) of any change in the Common Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise;
  - (ii) that any rights are granted to all Shareholders to purchase Common Shares at prices substantially below the Fair Market Value; or
  - (iii) that, as a result of any recapitalization, merger, consolidation or other transaction, the Common Shares are converted into or exchangeable for any other securities,

then, in any such case, the Board may, in the event that the Common Shares of the Corporation are listed on the Exchange, subject to any required approval of the Exchange, make such adjustments to the Plan, to any Awards and to any Award Agreements outstanding under the Plan as may be appropriate in the circumstances (including changing the Common Shares covered by each Award into other securities on the same basis as Common Shares are converted into or exchangeable for such securities in any such transaction) to prevent dilution or enlargement of the rights granted to Grantees hereunder. Any

adjustment, other than in connection with a consolidation or split, to Awards granted or issued under this Plan are subject to prior acceptance of the Exchange, if required, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

## **8. Withholding Taxes**

Subject to the policies of the Exchange, when a Grantee or other person becomes entitled to receive a payment in respect of an Award, the Corporation shall have the right to require the Grantee or person to remit to the Corporation an amount sufficient to satisfy any withholding tax requirements relating thereto. Unless otherwise prohibited by the Board or by applicable law, satisfaction of the withholding tax obligation may be accomplished by any of the following methods or by a combination of the following methods:

- (a) the tendering by the Grantee of a cash payment to the Corporation in an amount less than or equal to the total withholding tax obligation;
- (b) where the Corporation has elected to issue Common Shares to the Grantee, the withholding by the Corporation, as the case may be, from the Common Shares otherwise due to the Grantee such number of Common Shares as it determines are required to be sold by the Corporation, as trustee, to satisfy the total withholding tax obligation (net of selling costs). The Grantee consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Common Shares and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such Common Shares; or
- (c) the withholding by the Corporation, as the case may be, from any cash payment otherwise due to the Grantee, including the amount the person is entitled to receive as payment in respect of an Award, such amount of cash as is required for the amount of the total withholding tax obligation;

provided, however, that the sum of any cash so paid or withheld and the Fair Market Value of any Common Shares so withheld is sufficient to satisfy the total withholding tax obligation.

Grantees (or their beneficiaries) shall be responsible for all taxes with respect to any Awards granted under the Plan. The Board and the Corporation make no guarantees to any person regarding the tax treatment of Awards or payments made under the Plan and none of the Corporation, nor any of its employees or representatives shall have any liability to a Grantee (or its beneficiaries) with respect thereto.

## **9. Non-Transferability**

Subject to Section 7(j)(ii), the right to receive payment pursuant to an Award granted to a Service Provider is held only by such Service Provider personally. Except as otherwise provided in this Plan, no assignment, sale, transfer, pledge or charge of an Award, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Award whatsoever in any assignee or transferee and, immediately upon any assignment, sale, transfer, pledge or charge or attempt to assign, sell, transfer, pledge or charge, such Award shall terminate and be of no further force or effect.

## **10. Amendment and Termination of Plan**

This Plan and any Awards granted pursuant to the Plan may be amended, modified or terminated by the Board without approval of Shareholders, subject to any required approval of the Exchange in the event that the Common Shares of the Corporation are listed on the Exchange.

If the Common Shares of the Corporation are listed on the Exchange, then notwithstanding the foregoing, the prior approval of the Shareholders shall be required to effect any of the following amendments to the Plan:

- (a) persons eligible to be granted or issued Awards under this Plan;
- (b) make any amendment to the Plan to increase the percentage of Common Shares that are available to be issued under outstanding Awards at any time pursuant to Section 6(a) hereof;

- (c) the limits under Section 6(b) of the Plan on the amount of Awards that may be granted or issued to any one person or any category of persons (such as, for example, Insiders);
- (d) an extension of the term of an Award benefiting an Insider;
- (e) the maximum term of Awards;
- (f) the expiry and termination provisions applicable to Awards;
- (g) amendments to any amending provision within this Plan; and
- (h) any method or formula for calculating prices, values or amounts under this Plan that may result in a benefit to a Service Provider.

In addition, no amendment to the Plan or Awards granted pursuant to the Plan may be made without the consent of the Grantee, if it adversely alters or impairs the rights of any Grantee in respect of any Award previously granted to such Grantee under the Plan.

Notwithstanding the foregoing, the Board may, without notice or shareholder approval, at any time and from time to time, amend this Plan and/or Awards granted hereunder for the purposes of:

- (a) amendments to fix typographical errors;
- (b) amendments to clarify existing provisions of the Plan which does not have the effect of altering the scope, nature and intent of such provisions; or
- (c) making any other amendment(s) that do not require shareholder approval pursuant to this Section 10 or the rules of the Exchange.

## **11. Merger and Sale**

Subject to any required approval of the Exchange, in the event that the Corporation enters into any transaction or series of transactions whereby the Corporation or all or substantially all of the Corporation's undertaking, property or assets would become the property of any other trust, body corporate, partnership or other person (a "**Successor**") whether by way of takeover bid, acquisition, reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, unless prior to or contemporaneously with the consummation of such transaction, the Corporation and the Successor shall execute such instruments and do such things as may be necessary or advisable, if any, to establish that upon the consummation of such transaction the Successor will have assumed all the covenants and obligations of the Corporation under this Plan and the Award Agreements outstanding on consummation of such transaction in a manner that substantially preserves and does not impair the rights of the Grantees thereunder in any material respect (including the right to receive shares, securities, cash or other property of the Successor in lieu of Common Shares upon the subsequent vesting of Awards). Subject to compliance with this Section 11, any such Successor shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Plan and such Award Agreements with the same effect as though the Successor had been named as the Corporation herein and therein and thereafter, the Corporation shall be relieved of all obligations and covenants under this Plan and such Award Agreements and the obligation of the Corporation to the Grantees in respect of the Awards shall terminate and be at an end and the Grantees shall cease to have any further rights in respect thereof including, without limitation, any right to acquire Common Shares upon vesting of the Awards.

## **12. Miscellaneous**

- (a) **Effect of Headings** – The Section and subsection headings contained herein are for convenience only and shall not affect the construction hereof.
- (b) **Compliance with Legal Requirements** – the Corporation may, in its sole discretion, postpone the issuance or delivery of any Common Shares that it elects to issue as payment for any Award as the Board may consider appropriate, and may require any Grantee to make such representations and

furnish such information as it may consider appropriate in connection with the issuance or delivery of Common Shares in compliance with applicable laws, rules and regulations. The Corporation shall not be required to qualify for resale pursuant to a prospectus or similar document any Common Shares awarded under the Plan, provided that, if required, the Corporation shall notify the Exchange and any other appropriate regulatory bodies in Canada of the existence of the Plan and the granting of Awards hereunder in accordance with any applicable requirements.

- (c) No Right to Continued Employment – Nothing in the Plan or in any Award Agreement entered into pursuant hereto shall confer upon any Grantee the right to continue in the employ or service of the Corporation, to be entitled to any remuneration or benefits not set forth in the Plan or an Award Agreement or to interfere with or limit in any way the right of the Corporation to terminate a Grantee's employment or service arrangement with the Corporation.
- (d) Grantee Information – Each Grantee shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Grantee acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to the Board or its appointed administrator and other third parties in connection with the administration of the Plan. Each Grantee consents to such disclosure and authorizes the Corporation to make such disclosure on the Grantee's behalf.
- (e) Expenses – Other than as contemplated pursuant to Section 8, all expenses in connection with the Plan shall be borne by the Corporation.

### **13. Governing Law**

The Plan shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

### **14. Effective Date**

The Plan has been adopted by the Board of the Corporation subject to the approval of the Exchange and the Corporation's shareholders. If so approved, subject to the discretion of the Board, the Plan shall become effective upon such approvals being obtained.

## **SCHEDULE "C"**

### **RIO2 LIMITED BOARD MANDATE**

#### **1. Purpose:**

The Board of Directors (or the "Board") is responsible for the stewardship of Rio2 Limited ("Rio2" or "the Company"). The Board oversees the management and conduct of the business and affairs of the Company, with a goal to enhance long-term shareholder value. The Board will carry out its duties and responsibilities either directly or through its committees.

#### **2. Composition**

A majority of the Board shall be independent pursuant to the standards and requirements promulgated by all governmental and regulatory bodies exercising control over the Company as may be in effect from time to time, including, without limitation, National Instrument 52-110 Audit Committees ("NI 52-110") and the rules of any other stock exchange on which the Company's shares are listed. The independent directors shall hold regularly scheduled meetings to fulfill their responsibilities, including at least annually in executive session without the presence of non-independent directors and management. The Board is elected by the shareholders of the Company to hold office for the ensuing year or until their successors are elected or appointed. The Corporate Governance and Compensation Committee will recommend to the full Board nominees for election to the Board and the Board will propose nominees to the shareholders for election as directors for the ensuing year. The Board may from time to time designate one of the members of the Board to be the Chair of the Board. The Chair of the Board should be an independent director. Where the Chair of the Board is not an independent director, the independent directors must designate one of their number to act as lead director (the "Lead Director") to chair regular meetings of the independent directors and assume other responsibilities which the independent directors have designated.

#### **3. Board Committees:**

To assist it in exercising its responsibilities, the Board has established three standing committees of the Board: 1) an audit committee, 2) a corporate governance and compensation committee, and 3) a Health, Safety, and Community committee. The Board may establish other standing committees, from time to time. Each committee shall have a written charter. At a minimum, each charter shall clearly establish the committee's purpose, responsibilities, member qualifications, member appointment and removal, structure and operations (including any authority to delegate to individual members and subcommittees), and manner of reporting to the Board. Each charter shall be reviewed by the Board (or a committee thereof) on at least an annual basis. The Board is responsible for appointing directors to each of its committees, in accordance with the written charter for each committee.

#### **4. Expectations of Directors:**

The Board expects that each director will, among other things: a) act honestly, in good faith and in the best interests of the Company; b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; c) commit the time and energy necessary to properly carry out his or her duties; d) attend all Board and committee meetings, as applicable; and e) review in advance all meeting materials and otherwise adequately prepare for all Board and committee meetings, as applicable. A principal responsibility of the Chair of the Board will be to manage and act as the chief administrative officer of the Board with such duties and responsibilities as the Board may establish from time to time. The Chair of the Board need not be independent of management.

#### **5. Meetings and Participation:**

The Board shall meet at least once per quarter, or more frequently as circumstances dictate. The Chair, the Lead Director (if any), or any two directors may call a meeting of the Board. Meeting agendas will be prepared and provided in advance to directors, along with appropriate briefing materials. The agenda will be set by the Chair of the Board in consultation with the Lead Director (if any) and based on input from other directors of the Board and senior management. No business may be transacted by the Board except at a meeting at which a quorum of the Board is present. A quorum for meetings of the

Board is a majority of its directors. The Board may invite such officers, directors, and employees of the Company as it may see fit from time to time to attend meetings of the Board and assist in the discussion of the Board. The Board shall keep minutes of its meetings in which shall be recorded all actions taken by it, which minutes shall be subsequently presented to the Board for review and approval.

## **6. Duties, Powers, and Responsibilities:**

### *Supervising Management of the Company*

The Board is responsible for:

- designating the offices of the Company, appointing such officers, specifying their duties and delegating to them the power to manage the day-to-day business and affairs of the Company;
- acting in a supervisory role, such that any duties and powers not delegated to the officers of the Company remain with the Board and its committees;
- evaluating the performance, integrity and effectiveness of the chief executive officer (the “CEO”) and other executive officers, and supporting a culture of integrity throughout the Company;
- developing and approving corporate objectives, which the CEO is responsible for meeting, and assessing the CEO against these objectives; and
- supporting management to foster a culture that adheres to the Company’s core values of integrity, care and innovation.

### *Strategic Planning*

The Board is responsible for adopting a strategic planning process for the Company. Such process shall include:

- the Board overseeing the Company’s strategic direction and major policy decisions generally;
- the Board devoting at least a day-long meeting to strategic planning annually; and
- the Board discussing strategies and their implementation regularly at the Board meetings.

On at least an annual basis, the Board shall approve the Company’s strategic plan or an update to the Company’s long term strategic plan, which shall consider, among other things, the opportunities and risks of the Company’s business. The Board shall review and approve the corporate financial goals, annual budgets, operating plans and actions of the Company, including significant capital allocations, expenditures and transactions that exceed thresholds set by the Board.

### *Risk Management*

The Board is responsible for identifying the principal risks of the Company’s businesses and ensuring that those risks are effectively managed. The Board may delegate to the Audit Committee responsibility for reviewing the Company’s internal controls and risk management policies and procedures.

The Board shall ensure that systems are in place to identify principal risks to the Company and its businesses and that appropriate procedures are in place to manage those risks and to address and comply with applicable regulatory, corporate, securities and other legal requirements. Specifically, the Board shall ensure that procedures are in place to comply with the law, the Company’s Articles of Incorporation, the Company’s Code of Business Conduct and Ethics, all exemption orders issued in respect of the Company by applicable securities regulatory authorities, and all other significant Company policies and procedures.

### *Succession Planning*

The Board is responsible for overseeing succession planning matters for the Chief Executive Officer, officers and senior management, including the appointment, training and monitoring of such persons, and to assist them with certain of those responsibilities, the Board has established the Corporate Governance and Compensation Committee and the Health, Safety, and Community Committee.

The Board is also responsible for:

- generally ensuring depth in senior management;
- reviewing candidates for senior management positions;
- considering annually the organizational structure of the Company; and
- considering annually other succession planning matters.

#### *Communications and Corporate Disclosures*

The Board is responsible for the review and approval of the financial statements, management's discussion and analysis related to such financial statements and any other material disclosure documents of the Company, including, but not limited to annual reports, annual information forms, and prospectuses or registration statements prior to public dissemination and/or filing with any governmental and/or regulatory authority.

The Board is responsible for adopting a communications policy that ensures that the Company communicates effectively with its shareholders, other stakeholders, and the public in general. The Communications and Corporate Disclosures Policy shall:

- contain measures for the Company to comply with its continuous and timely disclosure requirements and to avoid selective disclosure;
- address how the Company interacts with analysts, investors, other key stakeholders, and the public; and
- address who reviews and approves major Company announcements.

The Board shall review the Communications and Corporate Disclosure Policy at least annually.

#### *Internal Controls*

The Board is responsible for ensuring the integrity of the Company's internal control and management information systems. The Board may delegate its responsibilities relating to the Company's internal control and management information systems to the Audit Committee.

#### *Corporate Governance*

The Board is responsible for developing the Company's approach to corporate governance, including developing a set of corporate governance principles and guidelines that are specifically applicable to the Company. The Board shall monitor and evaluate the effectiveness of the system of corporate governance at the Company, including the information requirements for the Board, the frequency and content of meetings and the need for any special meetings, communication processes between the Board and management, the charters of the Board and its committees and policies governing size, and compensation of the Board. To assist them with certain of these responsibilities, the Board has established the Corporate Governance and Compensation committee, and the Health, Safety, and Community committee. The Board is responsible for reviewing corporate policies and committee charters every two years.

#### *Orientation and Continuing Education*

The Board is responsible for:

- ensuring that all new directors receive a comprehensive orientation, so that they fully understand:
  - o the role of the Board and its committees, as well as the contribution individual directors are expected to make (including, in particular, the commitment of time and energy that the Company expects from its directors); and
  - o the nature and operation of the Company's business;
- providing continuing education opportunities for all directors, so that they may:
  - o maintain or enhance their skills and abilities as directors; and

o ensure that their knowledge and understanding of the Company's business remains current.

#### *Code of Business Conduct and Ethics*

The Board is responsible for adopting a written code of business conduct and ethics (the "Code"), applicable to directors, officers and employees of the Company. The Code shall constitute written standards that are reasonably designed to promote integrity and deter wrongdoing and shall address the following issues:

- conflicts of interest, including transactions and agreements in respect of which a director or executive officer has a material interest;
- protection and proper use of corporate assets and opportunities;
- confidentiality of corporate information;
- fair dealing with the Company's security holders, customers, suppliers, competitors and employees;
- compliance with laws, rules and regulations; and
- reporting of any illegal or unethical behaviour.

The Board is responsible for monitoring compliance with the Code. The Board is responsible for reviewing the Code every two years to ensure relevance and update the Code accordingly to reflect new laws, rules, and regulations. Any waivers from the Code that are granted for the benefit of the Company's directors or executive officers must be approved by the Board.

#### *Nomination of Directors*

The Board is responsible for nominating or appointing individuals as directors, and to assist it with this responsibility the Board has established the Nomination and Corporate Governance Committee.

Prior to nominating or appointing individuals as directors, the Board shall:

- consider what competencies and skills the Board, as a whole, should possess;
- assess what competencies and skills each existing director possesses (including the personality and other qualities of each director);
- consider the appropriate size of the Board, with a view to facilitating effective decision-making;
- consider the Company's diversity and inclusion goals; and
- consider the advice and input of the Corporate Governance and Compensation Committee.

#### *Compensation Matters*

The Board is responsible for overseeing compensation matters (including compensation of officers and other senior management personnel and approving the Company's annual compensation budget) and to assist it with these responsibilities, the Board has established the Corporate Governance and Compensation Committee.

More specifically, the Board is responsible for approving:

- the CEO's compensation level, after consideration of the evaluation conducted by and the recommendations of the Compensation Committee; and
- non-CEO officer and director compensation, incentive-compensation plans, and equity-based plans, after consideration of the recommendations of the Compensation Committee.

#### *Regular Board Assessments*

The Board is responsible for regularly and at least annually assessing its own effectiveness and contribution, as well as the effectiveness and contribution of each Board committee and each individual director. Such assessments should consider:

- in the case of the Board, this Mandate;
- in the case of a Board committee, the committee's charter; and

- in the case of an individual director, the applicable position description(s), as well as the competencies and skills each individual director is expected to bring to the Board.

*Outside Advisors*

The Board is responsible for implementing a system which enables an individual director, the Board or a committee to engage an external advisor at the expense of the Company in appropriate circumstances. Unless otherwise provided in a committee charter, the engagement of the external advisor shall be subject to the approval of the Board.

REVISED AND APPROVED BY THE BOARD OF DIRECTORS OF RIO2 LIMITED ON MARCH 17, 2025.

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