



**Aya Gold & Silver Inc.  
Notice of Annual General Meeting of  
Shareholders And  
Management Proxy Circular**

You are invited to our annual general meeting of shareholders to be held on Thursday, June 10, 2021 at 10:00 a.m. It will be a virtual meeting via live webcast available at <https://web.lumiagm.com/208375257>.

You may exercise your rights by attending the Meeting or by completing a form of proxy.

**YOUR VOTE IS IMPORTANT**

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## NOTICE OF MEETING

**NOTICE is hereby given that the annual general meeting of the shareholders of Aya Gold & Silver Inc. (“Aya”)** will be held on Thursday, June 10, 2021 at 10:00 a.m. (Eastern Time) (“**Meeting**”), for the following purposes:

1. to receive the Audited Consolidated Financial Statements for the year ended December 31, 2020, together with the Report of the Auditors thereon;
2. to elect the directors of Aya for the ensuing year;
3. to appoint KPMG LLP as auditors and authorize the board of directors to fix their remuneration;
4. to approve our 2021 Stock Option Plan and ratify the options granted thereunder;
5. to approve our Restricted Share Unit Plan and ratify the restricted share units granted thereunder;
6. to approve our Deferred Share Unit Plan and ratify the deferred share units granted thereunder; and
7. to transact such further and other business as may properly be brought before the Meeting or any adjournment thereof.

Additional information relating to the matters to be put before the Meeting is set forth in the management proxy circular which accompanies this notice. A form of proxy is also enclosed.

DATED in Ville Mont-Royal, Québec, this 10<sup>th</sup> day of May, 2021.

### BY ORDER OF THE BOARD OF DIRECTORS

*(s) Elias Elias*

Elias Elias  
Vice-President, Legal & Corporate Secretary

### IMPORTANT

**The Meeting will be held in a virtual only format, which will be conducted via live audio webcast. Registered shareholders and duly appointed proxyholders will be permitted to attend the virtual Meeting, ask questions and vote, all in real time, provided they are connected to the internet and have logged in at <https://web.lumiagm.com/208375257>. You have to be connected to the internet at all times to be able to vote – it’s your responsibility to make sure you stay connected for the entire Meeting. We invite you to read the “Virtual AGM User Guide” attached as an Appendix to the Management Proxy Circular, to review the meeting material and to exercise your right to vote.**

**You may exercise your right to vote by attending the virtual Meeting or by completing a form of proxy.** If you are unable to attend the virtual Meeting, the accompanying management proxy circular will help you exercise your right to vote. For any additional information concerning the exercise of your right to vote, please contact Computershare Investor Services Inc. by calling at no charge at 1-800-564-6253 (within North America) and at 514-982-7555 (outside North America) or by e-mail at [service@computershare.com](mailto:service@computershare.com).



## MANAGEMENT PROXY CIRCULAR

### ANNUAL GENERAL MEETING OF SHAREHOLDERS

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The information in this management proxy circular (“**Circular**”) is at April 18, 2021 unless otherwise indicated. In this Circular, *you* and *your* refer to a shareholder of Aya Gold & Silver Inc. and *we*, *us*, *our* and *Aya* refer to Aya Gold & Silver Inc (“**Aya**”). The board of directors of Aya (“**Board**”) has approved the contents of the Circular and authorized management to send it to you.

#### **PROXY VOTING**

##### **Important Information about the virtual annual general meeting**

To deal with the impact of the coronavirus pandemic and to mitigate risks to the health and safety of our shareholders, employees and other stakeholders, we will hold your 2021 annual general meeting of shareholders (“**Meeting**”) in a virtual only format, which will be conducted via live audio webcast.

##### **How can I participate and vote in the Meeting?**

Please see the “Virtual AGM User Guide” attached as an Appendix to this Circular for all the details on how to participate and vote at the Meeting.

##### **When can I join the Meeting online?**

You should log into the Meeting platform beginning at 9:45 a.m. Eastern Time on June 10, 2021. The Meeting will begin promptly at 10:00 a.m. Eastern Time.

##### **How can I ask questions?**

While logged in for the Meeting, you will be able to submit questions by clicking on the submit questions button.

##### **What if I don’t have internet access?**

Please contact our transfer agent, Computershare Investor Services Inc. (“**Computershare**”) by calling toll-free at 1-800-564-6253 (within North America) or at 514-982-7555 (outside North America) or by e-mail at [service@computershare.com](mailto:service@computershare.com). You will not be able to vote or submit your questions during the Meeting.

##### **Who is soliciting my proxy?**

**The enclosed form of proxy or voting instruction form (collectively, “Proxy Form”) is being solicited by the management of Aya** in connection with the Meeting to be held on June 10, 2021 and at every adjournment thereof.

## How do I vote?

The voting process is different depending on whether you are a registered shareholder or a non-registered shareholder.

You are a *registered shareholder* if your name appears on your share certificate. The control number on your Proxy Form should have 15 digits.

You are a *non-registered shareholder* if your bank, trust company, securities broker, trustee or other financial institution (your *nominee*) holds your shares. This means the shares you own are not registered in your name, but instead in your nominee's name. The control number on your Proxy Form should have 16 digits.

### *Registered shareholders*

If you are a registered shareholder, you can vote by mail, by telephone, on the Internet or by attending the Meeting.

#### **By Mail**



Complete your Proxy Form, sign and date it, and send it to Computershare in the envelope provided.

#### **By Telephone**



Call toll free 1-866-732-vote (8683) from a touch tone phone. Follow the instructions. You will need your control number, which appears on your Proxy Form. We need to receive your voting instructions before 5:00 pm (EDT) on June 8, 2021.

#### **On the Internet**



Go to [www.investorvote.com](http://www.investorvote.com) and follow the instructions on screen. You will need your control number, which appears on your Proxy Form. We need to receive your voting instructions before 5:00 pm (EDT) on June 8, 2021.

#### **At the meeting, in virtual attendance**



Do not complete the Proxy Form. Your vote will be taken and counted at the meeting.

#### **Appointing someone else to attend the Meeting and vote your shares for you**



Insert the name of the person you are appointing as your proxyholder where provided. This person does not need to be a shareholder. Make sure your proxyholder attends the Meeting. You need to register your proxyholder prior to the Meeting at: <http://www.computershare.com/aya>

### *Non-registered shareholders*

If you wish to vote by proxy, follow the instructions on the Proxy Form. If you wish to vote in person at the Meeting, follow the instructions on the Proxy Form or contact your nominee to find out how you can attend the Meeting and vote in person. If you wish to appoint a proxyholder to attend the Meeting for you, your nominee has its own voting instructions. Be sure to follow the instructions on the Proxy Form.

### **What am I voting on?**

You will be asked to vote on:

- 1. the election of directors of Aya for the ensuing year;**
- 2. the appointment of KPMG LLP as auditors for the ensuing year and the authorization for the directors to fix their remuneration;**
- 3. the approval of our 2021 Stock Option Plan and the ratification of the options granted thereunder;**
- 4. the approval of our Restricted Share Unit Plan and the ratification of the restricted share units granted thereunder;**
- 5. the approval of our Deferred Share Unit Plan and the ratification of the deferred share units granted thereunder; and**
- 6. such other business as may properly be brought before the Meeting or at any adjournment thereof.**

For further information, please refer to the heading “Agenda for Shareholders’ Meeting”.

### **What if I sign the Proxy Form enclosed with this Circular?**

Signing the enclosed Proxy Form gives authority to Robert Taub, the Chair of Aya, or Benoit La Salle, Aya’s President and Chief Executive Officer, or another person you appoint, to vote your Aya shares at the Meeting.

### **Can I appoint someone other than these individuals to vote my common shares?**

**Yes. Write the name of this person, who need not be a shareholder, in the blank space provided in the Proxy Form.** It is important to ensure that any other person you appoint is attending the Meeting and is aware that he or she has been appointed to vote your shares. You need to register your proxyholder prior to the Meeting at: <http://www.computershare.com/aya>

### **What do I do with my completed Proxy Form?**

Return it by mail to Computershare at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or by fax to 1-866-249-7775 (within North America) or 416-263-9524 (outside North America), **no later than 5:00 p.m. (Eastern Time) on June 8, 2021.** This will ensure that your vote is recorded. **Make sure that you have signed the Proxy Form.**

## How can I change my vote?

If you have voted by proxy, you can change your vote in the following ways:

### *Registered shareholders*

Instructions that are provided by a Proxy Form with a later date, or at a later time in the case of voting by telephone or on the Internet, will revoke any prior instructions if they are received before the Meeting (or by 5:00 pm (EDT) on June 8, 2021 if you voted by telephone). Otherwise:

Send a notice in writing to the corporate secretary at:

Aya Gold & Silver Inc.  
1320 Boulevard Graham, Suite 132  
Ville Mont-Royal (Québec) H3P 3C8  
Canada

so it is received by 5:00 pm (EDT) on June 8, 2021. If the Meeting is postponed or adjourned, you will need to send the notice by 5:00 pm (EDT) on the business day before the postponed or adjourned Meeting is held.

### *Non-registered shareholders*

Instructions that are provided by a Proxy Form with a later date, or at a later time in the case of voting by telephone or on the Internet, will revoke any prior instructions provided they are received before the Meeting (or by 5:00 pm (EDT) on June 8, 2021 if voting by telephone). Otherwise, contact your nominee if you want to revoke your proxy, change your voting instructions or if you change your mind and decide to vote in person.

The notice can be from you or your attorney if he or she has your written authorization. If the shares are owned by a corporation, the written notice must be from an authorized officer or attorney.

## How will my shares be voted if I give my proxy?

Your shares will be voted or withheld from voting in accordance with your instruction on the Proxy Form. If you have not specified how to vote on a particular matter, or if any amendments are proposed to any matter, or if other matters are properly brought before the Meeting, then, in each case, your proxyholder can vote your shares as he or she sees fit. Management knows of no such amendments or other matters to come before the Meeting other than the matters referred to in the notice of annual meeting.

**If you properly complete and return your Proxy Form appointing a representative of management as your proxyholder but do not specify how you wish the votes to be cast, your shares will be voted:**

- (a) **FOR** the election of the nominee directors mentioned in this Circular;
- (b) **FOR** the appointment of KPMG LLP as auditors the ensuing year and the authorization for the directors to fix their remuneration;
- (c) **FOR** the adoption of our 2021 Stock Option Plan and the ratification of the options granted thereunder;
- (d) **FOR** the adoption of our Restricted Share Unit Plan and the ratification of the restricted share units granted thereunder; and

- (e) **FOR** the adoption of our Deferred Share Unit Plan and the ratification of the deferred share units granted thereunder.

**If there are amendments or other items of business that are properly brought before the Meeting, your proxyholder may vote as he or she sees fit.**

**How many shares are entitled to vote?**

As of May 7, 2021 (the “**Record Date**”), there were 95,528,173 Aya shares issued and outstanding, each of which is entitled to one vote at the Meeting. Only shareholders registered at the close of business on the Record Date are entitled to receive notice of and to vote at the Meeting. To the best of our knowledge, no shareholder holds 10% or more of our shares.

**Who counts the votes?**

Computershare, our transfer agent, counts and tabulates the votes. This is done independently of Aya. Proxy Forms are referred to Aya only in cases where a shareholder clearly intends to communicate with management or when it is necessary to meet the requirements of applicable law.

**How can I reach the transfer agent?**

For general shareholder enquiries, you can contact the transfer agent:

by mail: Computershare Investor Services Inc.  
100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1

by email: [services@computershare.com](mailto:services@computershare.com)

by telephone: within Canada and the United States at no charge at 1-800-564-6253 or 514-982-7555

by fax: within Canada and the United States at no charge at 1-866-249-7775 or 416-263-9394

## **AGENDA FOR THE MEETING**

### **1. ELECTION OF DIRECTORS**

Our articles and By-Laws provide that the minimum number of directors is three and the maximum number is 11. This year, the Board has passed a resolution to the effect that seven directors are to be elected. Six of them currently serve on the Board while Mr. Nicholas Taylor is not standing for re-election at your Meeting.

We have assembled a Board that is the right size and has the relevant skills and experience to function efficiently and manage the business and affairs of Aya as it looks to fulfill its growing potential.

Four of the nominee directors are independent while Mr. Benoit La Salle, our President and Chief Executive Officer, Mr. Robert Taub, the Chair of the Board, and Mr. Nikolaos Sofronis are not. Historically, both Mr. Taub and Mr. Sofronis were independent. However, there was an overhaul of Aya's management in 2020. Messrs. Taub and Sofronis were instrumental in this overhaul and spearheaded the transition, taking executive level decisions while being heavily involved in the oversight of operations. Accordingly, the Board came to the conclusion that, effective April 24, 2020, Messrs. Taub and Sofronis were no longer not non-independent from management.

Marc Nolet de Brauwere is a new Board nominee. He currently serves as President at PhysiOL SA, a position he holds since 1997. Mr. Nolet de Brauwere was the majority shareholder of PhysiOL SA from 1997 to 2018. PhysiOL SA develops, manufactures and sells innovative devices for ophthalmic surgeries, mainly intraocular lenses for cataract surgeries. He is Chair of Endo Tools Therapeutics SA, a privately held medical device company. He is also a director of Osimis and KiOmed Pharma. Mr. Nolet de Brauwere obtained his Master's degree as a Mining Civil Engineer from the Catholic University of Louvain (UCL) in 1982, then specialized as a Civil Engineer in Industrial Management at the Katholiek Universiteit Leuven (KUL) in 1983. His mining sector experience spans back to 1984 as Manager of the Engineering department at Petrofina (Kentucky Prince Coal Corporation). In 1978, he took charge of the development of a downstream activity (gold mining) at Chemetech Corporation. He served for these two companies until 1989, then moved on to McKinsey & Company, as an Associate. Mr. Nolet de Brauwere served on a number of boards, including as chair of the audit committee and chair of the nomination and remuneration committee. Since 2011, he is a member of the Ashoka Support Network.

If elected, directors will serve until the end of your next annual meeting or until a successor is elected or appointed.

Name and Municipality of Residence	Position	Director Since	Principal Occupation	Common Shares
Dr Elena Clarici <sup>(1) (3)</sup> London, England Independent	Director	June 2018	Chief Investment Officer, OCIM Precious Metals SA	-
Yves Grou <sup>(1) (2) (4)</sup> Montréal, Canada Independent	Director	June 2019	Chartered Professional Accountant	-
Dr Jürgen Hambrecht <sup>(2) (3)</sup> Neustadt, Germany Independent	Director	June 2019	Chairman of the Supervisory Board of BASF SE	1,193,250 1.26% \$8,161,830
Benoit La Salle <sup>(4)</sup> Montréal, Canada Not independent	President and Chief Executive Officer & Director	April 2020	President and Chief Executive Officer	-
Marc Nolet de Brauwere Sint-Genesius-Rode, Belgium Independent	Director	Proposed June 2021	President of PhysiOL SA	3,084,210 3.26% \$21,095,996
Nikolaos Sofronis <sup>(2) (3)</sup> Luxembourg, Luxembourg Not independent	Director	June 2016	Director of Irimi Investment of Luxembourg	2,154,361 2.28% \$14,735,829
Robert Taub Brussels, Belgium Not independent	Chair of the Board	November 2016	Investor, Board member and former CEO of several NASDAQ companies	9,284,163 9.82% \$63,503,675

## Notes:

- (1) Member of the Audit Committee
- (2) Member of the Corporate Governance and Compensation Committee
- (3) Member of the Environmental, Health and Safety and Sustainability Committee
- (4) Mr. Yves Grou is a director of Algold Resources Ltd. ("**Algold**"), while Mr. Benoit La Salle is the President and Chief Officer and a director of Algold. On June 18, 2020, the *Autorité des marchés financiers* ("**AMF**") and the Ontario Securities Commission ("**OSC**") rendered an order that all trading in the securities of Algold cease until Algold files the documents missing in its continuous disclosure record and the AMF and the OSC revoke their order. On January 15, 2021, Algold signed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) and a trustee was appointed. On March 5, 2021, a plan of arrangement was approved by Algold's creditors and on March 26, 2021, the Superior Court homologated such plan of arrangement, together with a reorganization of Algold share capital which, upon closing of these proceedings, will translate into Algold becoming a wholly owned subsidiary of Aya. As the case may be, and subject to the approval of the Canadian Securities Administrators, Algold will cease to be a reporting issuer under applicable securities laws.

The total number of shares beneficially owned or controlled, directly or indirectly, by the nominee directors is 15,715,984 or approximately 16.62% of Aya's shares. As at April 17, 2021, these shares are worth \$107,497,331.

Unless otherwise instructed, the persons named in the Proxy Form intend to vote **FOR** the election of each nominee director.

## 2. APPOINTMENT OF AUDITORS

Raymond Chabot Grant Thornton LLP (“**RCGT**”) have been auditors since 2014. Effective March 31, 2021, KPMG LLP (“**KPMG**”) replaced RCGT as auditors and you are now asked to appoint KPMG as auditors for the ensuing year and authorize the Board to fix KPMG’s remuneration. There were no reservations in RCGT’s reports in connection with the audit of the financial statements of the two most recently completed fiscal years of Aya and any period subsequent to the most recently completed fiscal year of Aya for which an audit report was issued and preceding the date of expiry of RCGT’s term of office and there were no “reportable events” as such expression is defined in National Instrument 51-102. You will find a copy of the documentation filed on SEDAR in connections with this change of Auditors in Schedule A to this Circular.

We refer you to the section entitled “Audit Committee Information” of our Annual Information Form (“**AIF**”) dated March 31, 2021 with respect to our 2020 financial year for more information on the Board’s Audit Committee and the fees paid to the auditors in the last two completed financial years. The AIF is available on SEDAR at [www.sedar.com](http://www.sedar.com) and on our website at [www.ayagoldsilver.com](http://www.ayagoldsilver.com). We will provide you free of charge a copy of the AIF upon request to the corporate secretary at the address set forth on page 4.

Unless otherwise instructed, the persons named in the Proxy Form intend to vote **FOR** the appointment of KPMG as auditors for the current financial year and authorize the Board to fix their remuneration.

## 3. APPROVAL OF OUR 2021 STOCK OPTION PLAN AND RATIFICATION OF THE OPTIONS GRANTED THEREUNDER

On February 18, 2021, the Board approved (1) a new stock option plan (the “2021 Plan”), (2) a Restricted Share Unit Plan and (3) a Deferred Share Unit Plan. The Toronto Stock Exchange (“**TSX**”) has approved all three plans, provided that we obtain your approval. You will find in this section a description of the 2021 Plan. This is a summary only and you should read the full text of the 2021 Plan in Schedule B to this Circular for a complete description. The Restricted Share Unit Plan and the Deferred Share Unit Plan are summarized in later sections of the Circular.

The adoption of the 2021 Plan, the Restricted Share Unit Plan and the Deferred Share Unit Plan is the Board’s acknowledgment that the mining industry is increasingly competitive in terms of attracting and retaining top mining talent, on the field, at the board of directors’ level and everywhere in between. Our employees are actively coveted by other mining companies. Similarly, we aim to attract employees who have significant mining experience in a working environment that is performing at full capacity. In order to attract and retain top mining talent, the grant of long-term incentives is a cornerstone of our compensation philosophy. The Board is of the view that it is necessary to adopt these new tools to allow Aya to grow into a successful, perennial business. As you will read in the next few pages, the 2021 Plan, the Restricted Share Unit Plan and the Deferred Share Unit Plan are not unduly dilutive and cannot be amended with respect to any material matter without your prior approval. The three Plans are so-called “evergreen” plans and should Aya issue additional shares in the future, the number of shares issuable under the 2021 Plan, the Restricted Share Unit Plan and the Deferred Share Unit Plan will increase accordingly.

The adoption of the 2021 Plan will not affect options outstanding under our current stock option plan. Currently, 5,715,000 options are outstanding under our current stock option plan with a weighted average exercise price of \$1.58 and a weighted average remaining contractual term of 8.53 years. If you approve the 2021 Plan, no further options will be granted under our current stock option plan. Upon your approval of the 2021 Plan, the maximum number of shares that can be issued under all of our plans (i.e. our current stock option plan, the 2021 Plan, the Restricted Share Unit Plan and the Deferred Share Unit Plan) shall not exceed 10% of our outstanding shares as at the date of any grant. Conditional upon obtaining your approval, the following options have been granted under the 2021 Plan:

Name	Grant Date	Options (#)	Exercise Price (\$)	Term (years)	Vesting Calendar
Directors	March 3, 2021	210,000	4.75	10	1/3 immediately upon the grant;
Officers	March 3, 2021	127,000	4.75	10	1/3 12 months after the date of grant; and
Employees	March 3, 2021	46,000	4.75	10	1/3 24 months after the date of grant.

As part of the approval of the 2021 Plan, you are asked to ratify the foregoing grants of options. Should you elect not to ratify these grants of options, they shall be cancelled forthwith.

The 2021 Plan applies to Aya's directors, officers, employee and consultants (as defined in the 2021 Plan) and those of our subsidiaries. The 2021 Plan provides for the grant of non-transferable options to purchase shares. The Board will decide to whom options are granted, as well as the conditions attached to the grants, and will generally make all decisions regarding the 2021 Plan, provided that:

- the number of shares issuable under the 2021 Plan, combined with the number of shares issuable under all Share Compensation Arrangements (as defined in the 2021 Plan), shall not exceed 10% of the outstanding shares as at the date of any grant of options;
- (i) the maximum aggregate number of shares reserved for issuance to all Non-Executive Directors (as defined in the 2021 Plan) under the 2021 Plan and all other Share Compensation Arrangements shall not exceed 1% of the total number of shares then outstanding; (ii) the maximum value of options granted under the 2021 Plan to any Non-Executive Director in a one-year period shall not exceed \$100,000; and (iii) the maximum aggregate value of all awards granted under the 2021 Plan to any Non-Executive Director in a one-year period combined with the value of all grants under all other Share Compensation Arrangements in such one-year period shall not exceed \$150,000. The foregoing limitations do not apply to grants made *in lieu* of directors' fees payable in cash or to a one-time initial grant under any Share Compensation Arrangement made to a director joining the Board;
- the total number of shares covered by options granted to a given Participant (as defined in the 2021 Plan) shall not exceed 5% of the total number of shares outstanding as at the date of any grant of options; and
- the total number of shares issued to Insiders (as defined in the 2021 Plan) during any one-year period and issuable at any time under the 2021 Plan and any other Share Compensation Arrangements shall not exceed 10% of the total number of shares issued and outstanding as at the date of any grant of options, respectively.

The four items mentioned above are hereinafter referred to as the "**Limits**". The Limits also apply to, subject to your approval, our Restricted Share Unit Plan and our Deferred Share Units Plan.

A share underlying an option that has been exercised or that, for any reason, is cancelled or terminated without having been exercised shall again be available for a grant of options under the 2021 Plan or for the purposes of our other Share Compensation Arrangements.

Under the 2021 Plan, options have a term and vest as determined by the Board, provided that the term cannot exceed ten years. However, the 2021 Plan allows options which would terminate or cease to be exercisable during or immediately following a Blackout Period (as defined in the 2021 Plan) to remain exercisable until the tenth business day following the cessation of that Blackout Period.

The Board establishes the option exercise price at the time each option is granted. The exercise price shall be not less than the volume-weighted average price of our shares on the Exchange (as defined in the 2021 Plan) for the five trading days immediately preceding such date of grant. If the grant is made during a Blackout Period, the option exercise price shall be not less than the volume-weighted average price of the shares on the Exchange for the five trading days immediately following the end of the Blackout Period. The 2021 Plan does not provide for any financial assistance from Aya in relation with the exercise of options.

The Board may generally provide for such additional terms and conditions in connection with the grant of options as the Board may consider necessary or appropriate. And with the consent of the affected Participants, the Board may amend or modify any outstanding option in any manner, to the extent that the Board would have had the authority to initially grant such option as so modified or amended, subject to the prior approval of the Exchange, if required. However, the price of an option is always payable in full when exercised, although the 2021 Plan provides for a cashless exercise feature.

Options granted under the 2021 Plan cannot be assigned, transferred or otherwise disposed of other than by will or by applicable laws of succession.

Generally, the 2021 Plan provides that, if a Participant ceases being an Eligible Participant (as defined in the 2021 Plan) for any reason other than death, each option held by the Participant will cease to be exercisable on or before the earlier of the expiry date of the option and 90 days after the Termination Date (as defined in the 2021 Plan). If an option is not vested by the Termination Date, that option may not under any circumstances be exercised by the Participant or the Participant Representative (as defined in the 2021 Plan). This applies regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or is entitled to a period of notice of termination which would otherwise have permitted additional options to vest.

If a Participant dies while an Eligible Participant, the Participant Representative may exercise the Participant's options on or before the earlier of the expiry date of the option and the date that is twelve months after the date of the Participant's death, but only to the extent the options had already vested on the date of death.

In the event of a Change of Control (as defined in the 2021 Plan), all options, whether vested or not on the date that the Change of Control occurs shall, subject to the approval of the Exchange and other applicable regulatory authority and further subject to the provisions of any written agreement between the Participant and Aya, if any, vest immediately prior to the Change of Control, and all options shall be deemed exercised at the time the Change of Control becomes effective. Alternatively, Aya may also or instead determine in its sole discretion that all options may be purchased for an amount per option equal to the consideration payable for each share in relation with the Change of Control, less the applicable exercise price and Withholding Tax Amount (as defined in the 2021 Plan), as of the date the Change of Control occurs or as of such other date prior to the closing date of the Change of Control as the Board may determine in its sole discretion. The 2021 Plan also provides for appropriate adjustments in the event of the subdivision or consolidation of our shares or in the event of a reorganization or other corporate transaction of a similar nature.

The Board may amend, suspend or terminate the 2021 Plan at any time if that does not require your approval and does not adversely affect the rights of Participants.

The Board may make the following amendments to the 2021 Plan without your approval:

- amendments that may be necessary to ensure that the 2021 Plan complies with applicable laws and regulations;
- amendments respecting the administration of the 2021 Plan;
- an amendment to correct or rectify an ambiguity, an inapplicable provision, an error, an omission or other similar amendment of a housekeeping nature;
- amendments to the termination provisions of options or the 2021 Plan which do not entail an extension beyond their respective original expiry date;
- amendments ensuring that options comply with any provision respecting the income tax and other laws in force in any country or jurisdiction of which a Participant may from time to time be a resident or a citizen; and
- any other amendments not requiring shareholder approval under applicable laws or regulations or as set forth below.

Together, the six items mentioned above are hereinafter referred to as the “**Inconsequential Amendments**”.

Your approval is required for the following amendments to the 2021 Plan:

- any change to remove or to exceed the Limits;
- a reduction in the exercise price of an option;
- an extension of the term of an option;
- any amendment to the amendment provisions of the 2021 Plan.

Schedule B contains the wording of the resolution to approve the adoption of the 2021 Plan and the ratification of the options granted thereunder, subject to any amendments, variations or additions that are approved at the Meeting. You will also find in Schedule B a copy of the 2021 Plan. If you elect to approve the 2021 Plan, you will be asked to renew your approval at your 2024 shareholders’ meeting.

The Board recommends that you approve the adoption of the 2021 Plan and the ratification of the options already granted thereunder. This must be approved by a majority of your votes cast at the Meeting. Unless otherwise instructed, the persons named in the Proxy Form intend to vote **FOR** the adoption of the 2021 Plan and the ratification of the options already granted under the 2021 Plan as described on page 9.

#### **4. APPROVAL OF OUR RESTRICTED SHARE UNIT PLAN AND RATIFICATION OF THE RESTRICTED SHARE UNITS GRANTED THEREUNDER**

As discussed in the first two paragraphs under the heading “Approval of our 2021 Stock Option Plan and ratification of the Options granted thereunder” on page 8, the adoption of the Restricted Share Unit Plan is a cornerstone of our compensation philosophy and is a testimony to the Board’s dedication to grow Aya into a successful, perennial business. You will find in this section a description of the Restricted Share Unit Plan. This is a summary only and you should read the full text of the Restricted Share Unit Plan in Schedule C to this Circular for a complete description.

The Limits described on page 9 of the Circular with respect to the 2021 Plan apply to the Restricted Share Unit Plan (and the Deferred Share Unit Plan) and the Board is allowed to make Inconsequential Amendments to the Restricted Share Unit Plan (and the Deferred Share Unit Plan) as it is allowed to make to the 2021 Plan. However, your approval is required for the following amendments to the Restricted Share Unit Plan:

- any change to remove or to exceed the Limits;
- a change to the term of a restricted share unit (“**RSU**”);
- any amendment to the amendment provisions of the Restricted Share Unit Plan.

As for the 2021 Plan (and the Deferred Share Unit Plan), a share underlying an RSU that has vested or that, for any reason, is cancelled or terminated without having vested shall again be available for an Award (as defined in the Restricted Share Unit Plan) under the Restricted Share Unit Plan or for the purposes of other Share Compensation Arrangements (as defined in the Restricted Share Unit Plan).

The Restricted Share Unit Plan applies to Aya’s directors, officers, employee and consultants (as defined in the Restricted Share Unit Plan) and those of our subsidiaries. The Restricted Share Unit Plan provides for the grant of non-transferable RSUs. Once they vest, RSUs are payable in cash or in shares. The value of an RSU upon payment is equal to the number of RSUs credited to a Participant’s (as defined in the Restricted Share Unit Plan) Account (as defined in the Restricted Share Unit Plan) multiplied by the volume-weighted average price of a share on the Exchange (as defined in the Restricted Share Unit Plan) for the five trading days immediately preceding the Vesting Date (as defined in the Restricted Share Unit Plan). If Aya decides to pay the RSUs in shares instead of cash, the Participant will receive that number of shares issued from Aya’s share capital equal to the whole number of RSUs credited to the Participant’s Account with respect to the applicable Vesting Date, plus a cash settlement of any fraction of an RSU. Unless

otherwise provided in an RSU Award Agreement (as defined in the Restricted Share Unit Plan), RSUs vest on December 31 of the year which is three years after the year in which the Award is granted. If the Vesting Date of any RSUs falls during a Blackout Period (as defined in the Restricted Share Unit Plan), such date shall be extended for a period ending on the tenth business day after the expiry date of the Blackout Period. Whether the RSUs are paid in cash or in shares, the Restricted Share Unit Plan provides for payment of RSUs net of applicable withholding taxes.

Subject to the provisions of the Restricted Share Unit Plan, the Board decides to whom Awards are granted, the effective date thereof, the number of RSUs to be allocated, the terms and conditions of vesting, if any, the Vesting Date and such other terms and conditions which the Board considers appropriate to the Award in question, and which terms and conditions need not be identical as between any two Awards, whether or not contemporaneous. And with the consent of the affected Participants, the Board may amend or modify any outstanding RSU in any manner, to the extent that the Board would have had the authority to initially grant such RSU as so modified or amended, subject to the prior approval of the Exchange, if required.

RSUs cannot be assigned, transferred or otherwise disposed of other than by will or by applicable laws of succession.

Generally, the Restricted Share Unit Plan provides that, subject to the provisions of any applicable RSU Award Agreement (as defined in the Restricted Share Unit Plan), upon the Participant incurring a Termination Date (as defined in the Restricted Share Unit Plan) prior to the Vesting Date, RSUs which did not vest on or prior to the Participant's Termination Date shall be terminated and forfeited as of the Termination Date.

In the event of a Change of Control (as defined in the Restricted Share Unit Plan), all RSUs, whether vested or not on the date that the Change of Control occurs shall, subject to the approval of the Exchange and other applicable regulatory authority and further subject to the provisions of any written agreement between the Participant and Aya, if any, vest immediately prior to the Change of Control, and all RSUs shall be paid at the time the Change of Control becomes effective at a price equal to the consideration payable for each share in relation with the Change of Control, less the applicable Withholding Tax Amount (as defined in the Restricted Share Unit Plan). The Restricted Share Unit Plan also provides for appropriate adjustments, including the issuance of additional RSUs, in the event of share capital adjustments as well as in the event of the payment of dividends in cash or in shares.

The Board may amend, suspend or terminate the Restricted Share Unit Plan at any time if that does not require your approval and does not adversely affect the rights of Participants.

Conditional upon obtaining your approval, the RSUs described in the following table have been granted under the Share Unit Plan. All these RSUs will vest three years after their date of grant:

<b>Name</b>	<b>Grant Date</b>	<b>RSU (#)</b>	<b>RSU Value (\$)</b>
Directors	---	---	---
Officers	March 3, 2021	29,683	141,000
Employees	March 3, 2021	78,520	373,000

As part of the approval of the Restricted Share Unit Plan, you are asked to ratify the foregoing grants of RSUs. Should you elect not to ratify these grants of RSUs, they shall be cancelled forthwith.

Schedule C contains the wording of the resolution to approve the adoption of the Restricted Share Unit Plan and the ratification of the RSUs granted thereunder, subject to any amendments, variations or additions that are approved at the Meeting. You will also find in Schedule C a copy of the Restricted Share Unit Plan. If you elect to approve the Restricted Share Unit Plan, you will be asked to renew your approval at your 2024 shareholders' meeting.

The Board recommends that you approve the adoption of the Restricted Share Unit Plan and the ratification of the RSUs already granted thereunder. This must be approved by a majority of your votes cast at the Meeting. Unless otherwise instructed, the persons named in the Proxy Form intend to vote **FOR** the adoption of the Restricted Share Unit Plan and the ratification of the RSUs already granted under the Restricted Share Unit Plan as described in the table above.

## **5. APPROVAL OF OUR DEFERRED SHARE UNIT PLAN AND RATIFICATION OF THE DEFERRED SHARE UNITS GRANTED THEREUNDER**

As discussed in the first two paragraphs under the heading “Approval of our 2021 Stock Option Plan and ratification of the Options granted thereunder” on page 8, the adoption of the Deferred Share Unit Plan is a cornerstone of our compensation philosophy and is a testimony to the Board’s dedication to grow Aya into a successful, perennial business. You will find in this section a description of the Deferred Share Unit Plan. This is a summary only and you should read the full text of the Deferred Share Unit Plan in Schedule D to this Circular for a complete description.

The Limits described on page 9 of the Circular with respect to the 2021 Plan apply to the Deferred Share Unit Plan (and the Restricted Share Unit Plan) and the Board is allowed to make Inconsequential Amendments to the Deferred Share Unit Plan (and the Restricted Share Unit Plan) as it is allowed to make to the 2021 Plan. However, your approval is required for the following amendments to the Deferred Share Unit Plan:

- any change to remove or to exceed the Limits;
- an extension of the term of a deferred share unit (“**DSU**”);
- any amendment to the amendment provisions of the Deferred Share Unit Plan.

As for the 2021 Plan (and the Restricted Share Unit Plan), a share underlying a DSU that has vested or that, for any reason, is cancelled or terminated without having vested shall again be available for an Award (as defined in the Deferred Share Unit Plan) for the purposes of other Share Compensation Arrangements (as defined in the Deferred Share Unit Plan).

The Deferred Share Unit Plan applies to Aya’s directors, officers and employees. The Deferred Share Unit Plan provides for the grant of non-transferable DSUs. DSUs vest upon the Termination Date (as defined in the Deferred Share Unit Plan) of a Participant (as defined in the Deferred Share Unit Plan) and must be settled no later than December 15 following the calendar year during which the Termination Date occurred. Once they vest, DSUs are payable in cash or in shares. The value of a DSU upon payment is equal to the number of DSUs credited to a Participant’s Account (as defined in the Deferred Share Unit Plan) multiplied by the volume-weighted average price of a share on the Exchange (as defined in the Deferred Share Unit Plan) for the five trading days immediately preceding the Settlement Date (as defined in the Deferred Share Unit Plan). If Aya decides to pay the DSUs in shares instead of cash, the Participant will receive that number of shares issued from Aya’s share capital equal to the whole number of DSUs credited to the Participant’s Account with respect to the applicable Settlement Date, plus a cash settlement of any fraction of a DSU. If the Settlement Date of any DSUs falls during a Blackout Period (as defined in the Deferred Share Unit Plan), such date shall be extended for a period ending on the tenth business day after the expiry date of the Blackout Period. Whether the DSUs are paid in cash or in shares, the Deferred Share Unit Plan provides for payment of DSUs net of applicable withholding taxes.

Subject to the provisions of the Deferred Share Unit Plan, the Board decides to whom Awards are granted, the effective date thereof, the number of DSUs to be allocated and such other terms and conditions which the Board considers appropriate to the Award in question, and which terms and conditions need not be identical as between any two Awards, whether or not contemporaneous. And with the consent of the affected Participants, the Board may amend or modify any outstanding DSU in any manner, to the extent that the Board would have had the authority to initially grant such DSU as so modified or amended, subject to the prior approval of the Exchange, if required.

DSUs cannot be assigned, transferred or otherwise disposed of other than by will or by applicable laws of succession.

Generally, the Deferred Share Unit Plan provides that, subject to the provisions of any applicable DSU Award Agreement (as defined in the Deferred Share Unit Plan), if the relationship of the Participant with Aya is terminated for cause, the Participant shall have no claim to, or in respect of, any DSU outstanding as at the date of his or her termination for cause, nor shall the Participant have any entitlement to damages or other compensation or any claim for wrongful termination or dismissal in respect of any DSU or loss of profit or opportunity which may have or would have vested or accrued to the Participant if such termination or dismissal had not occurred or if due notice of termination had been given.

In the event of a Change of Control (as defined in the Deferred Share Unit Plan), all DSUs shall, subject to the approval of the Exchange and other applicable regulatory authority and further subject to the provisions of any written agreement between the Participant and Aya, if any, vest immediately prior to the Change of Control, and all DSUs shall be paid at the time the Change of Control becomes effective at a price equal to the consideration payable for each share in relation with the Change of Control, less the applicable Withholding Tax Amount (as defined in the Deferred Share Unit Plan). The Deferred Share Unit Plan also provides for appropriate adjustments, including the issuance of additional DSUs, in the event of share capital adjustments as well as in the event of the payment of dividends in cash or in shares.

The Board may amend, suspend or terminate the Deferred Share Unit Plan at any time if that does not require your approval and does not adversely affect the rights of Participants.

Conditional upon obtaining your approval, the following DSUs have been granted under the Deferred Share Unit Plan:

Name	Position	Grant Date	DSU (#)	DSU Value (\$)
Yves Grou	Director	March 3, 2021	7,842	37,250
Dr Jürgen Hambrecht	Director	March 3, 2021	7,000	33,250
Nikolaos Sofronis	Director	March 3, 2021	6,473	30,750
Robert Taub	Director	March 3, 2021	8,157	38,750

As part of the approval of the Deferred Share Unit Plan, you are asked to ratify the foregoing grants of DSUs. Should you elect not to ratify these grants of DSUs, they shall be cancelled forthwith.

Schedule D contains the wording of the resolution to approve the adoption of the Deferred Share Unit Plan and the ratification of the DSUs granted thereunder, subject to any amendments, variations or additions that are approved at the Meeting. You will also find in Schedule D a copy of the Deferred Share Unit Plan. If you elect to approve the Deferred Share Unit Plan, you will be asked to renew your approval at your 2024 shareholders' meeting.

The Board recommends that you approve the adoption of the Deferred Share Unit Plan and the ratification of the DSUs already granted thereunder. This must be approved by a majority of your votes cast at the Meeting. Unless otherwise instructed, the persons named in the Proxy Form intend to vote **FOR** the adoption of the Deferred Share Unit Plan and the ratification of the DSUs already granted under the Deferred Share Unit Plan as described in the table above.

There are currently 5,715,000 options outstanding under our current stock option plan. Assuming that you approve the (i) 2021 Plan and ratify the 383,000 options already granted thereunder, (ii) Restricted Share Unit Plan and ratify the 108,203 RSUs already granted thereunder, and (iii) Deferred Share Unit Plan and ratify the 29,472 DSUs already granted thereunder, a total of 6,235,675 securities allowing for the issuance of shares will be outstanding, representing 6.53% of our outstanding shares.

## **EXECUTIVE COMPENSATION<sup>1</sup>**

### **1. COMPENSATION OBJECTIVES**

The objective of the compensation philosophy of Aya is to ensure that members of executive management and directors are motivated to pursue our long-term growth and success within an appropriate control framework and that there is a clear relationship between performance and compensation. This is done by establishing a coherent remuneration package for both directors and executive management which is comparable to the market for similar companies. The Board's Corporate Governance and Compensation Committee (the "**Compensation Committee**") is responsible for establishing a compensation framework that meets these objectives. The Compensation Committee has also been mandated to review the adequacy and form of the compensation of directors and to ensure that such compensation realistically reflects the responsibilities and risks involved in being an effective director.

Up to April 24, 2020, the Compensation Committee was comprised of Robert Taub (chair), Martin Wong and Nouredine Mokaddem. After Messrs. Wong and Mokkadem left Aya on that date, and with the establishment of the current Board, the Compensation Committee is comprised of Messrs. Jürgen Hambrecht (Chair), Yves Grou and Nikolaos Sofronis, three independent directors. Mr. Hambrecht has relevant experience in the management and governance of publicly-listed companies, namely in his role as member of the Supervisory Board of Daimler AG as well as member of its Presidential Committee and former Chair of the Supervisory Board of BASF SE. As a result, Mr. Hambrecht has relevant experience for leading the Compensation Committee in its recommendations to the Board as to determine executive and director compensation.

The Compensation Committee reviews information drawn from a variety of sources and, when appropriate, surveys conducted by compensation consultants. Given the 2020 management overhaul, the Board, upon the recommendation of the Compensation Committee, retained the services of a compensation consultant which will make recommendations in 2021. These recommendations will be discussed in next year's management proxy circular to be prepared for the purposes of your 2021 annual general meeting.

Our compensation philosophy aims to attract, retain and motivate high quality executives and to encourage them to meet your expectations towards Aya by preserving and growing the business. It is designed to focus executive management on critical business objectives. The Board is of the view that our compensation philosophy promotes long-term shareholder value creation by fostering greater alignment of interests between you and executive management. The adoption of the 2021 Plan, the Restricted Share Unit Plan and the Deferred Share Unit Plan will strengthen this alignment.

### **2. COMPONENTS OF AYA'S COMPENSATION PROGRAM**

Our compensation program consists of the following three components:

#### **Base salary**

Base salaries of executive management are determined by referencing salary levels in the mining and resource industry, and specifically the exploration sector in which we operate.

Criteria included in the determination of salary levels include the individual's experience level, the scope and complexity of the position held, and salaries being paid for similar positions at other Canadian companies of similar size and complexity.

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<sup>1</sup> We report our financial results in US dollars but members of executive management (and directors) are paid in Canadian dollars. Accordingly, in this Circular, unless otherwise indicated, all amounts are in Canadian dollars. All amounts and numbers are rounded.

Properly structured base salaries enable us to attract and retain highly skilled and talented employees.

### **Short-term incentive**

Our short-term incentive program consists of an annual bonus payable in cash. The annual bonus is centered around Key Performance Indicators attributed by the Compensation Committee to each of the President & Chief Executive Officer, the Chief Financial Officer and the President-General Manager (Morocco) and by the President and Chief Executive Officer to the Vice-President, Corporate Development & Investor Relations and the Exploration Consultant & Qualified Person. In this Circular, these people (together with the former President and Chief Executive officer and the former Chief Financial Officer) are collectively referred to as the “**named executive officers**”.

The respective Key Performance Indicators of the named executive officers are tailored to reflect our strategic plan and corporate objectives as well as the contribution expected from each named executive officer to our yearly goals. The 2020 short-term incentives related to the increase in our share price, our silver production, an increase of our resources and specific achievements that needed to be completed by each named executive officer individually during the year. Each objective come with a weight factor and a gradation scale allowing it to be met from 0% to 150%, depending on the objective. The Compensation Committee is responsible for monitoring the results of each objective of the President and Chief Executive Officer, the Chief Financial Officer and the President-General Manager (Morocco) while the President and Chief Executive officer is responsible for monitoring the results of each objective of the Vice-President, Corporate Development & Investor Relations and the Exploration Consultant & Qualified Person. The Board, on the recommendation of the Compensation Committee, approves the annual bonus of each named executive officer. The Board exercises its discretion when approving the annual bonus of named executive officers and may decide to grant a bonus even though an objective has not been met, to increase the bonus payable in the event of an outstanding result or to reduce it for reasons it deems appropriate.

### **Long-term incentives**

Traditionally, the long-term incentive component of our compensation philosophy consisted of stock options granted under our long-standing Stock Option Plan, which is further described under the heading “Current Stock Option Plan” below. However, if you approve the adoption of our 2021 Plan, Restricted Share Unit Plan and Deferred Share Unit Plan, we will have numerous tools at our disposal to attract and retain top mining talent.

The long-term incentives component of Aya’s compensation package is provided to focus management attention on corporate performance over a period of time longer than one year. The establishment of a balance between short and long-term compensation is essential for Aya’s sustained performance, including our ability to attract, motivate and retain a pool of talented executives and directors in a very competitive market.

All stock option awards under our current stock option plan are reviewed by the Compensation Committee and then recommended to the Board for approval. The Compensation Committee determines a meaningful level of award for employees ranging from key employees to the President & Chief Executive Officer. When determining individual option grants, the Compensation Committee takes into consideration the optionees’ position, the level of contribution these individuals make to our financial and operational performance, their potential future contributions to our success and the number and terms of stock option awards previously granted to such optionees.

### **Current Stock Option Plan**

On May 2, 2018, the Board adopted a new fixed number stock option plan (the “**Stock Option Plan**”) to attract, retain and motivate the directors, officers, management, consultants and employees of Aya to continue in their collaboration and strive for our success.

Pursuant to the Stock Option Plan, options may be granted to directors, officers, employees and consultants providing ongoing services to Aya.

Options granted under the Stock Option Plan may be exercised within a maximum of ten years from the date of grant. The Compensation Committee (or in the case of any proposed participant who is a member of the Compensation Committee, the Board) designates those individuals to whom options are to be granted, the number of options to be granted, their exercise price and their expiry date, and decides any other matter in connection therewith, in each case in accordance with the relevant legislation and requirements of the securities regulatory authorities. The exercise price of options granted under the Stock Option Plan may not be less than the closing price on the day preceding the grant. If there are no transactions on such day, the closing price is replaced by the average between the bid price and the ask price. The vesting period of the options is determined at the discretion of the Board at the time the options are granted. The number of shares reserved for issuance under the Stock Option Plan is fixed at 7,500,000.

The following table shows, as of December 31, 2020, aggregated information on the Stock Option Plan.

### Equity Compensation Plan Information

Plan Category	Number of Common Shares to be Issued Upon Exercise of Outstanding Options	Weighted Average Exercise Price of Outstanding Options	Number of Common Shares Remaining Available for Future Issuance Under the Plan
Stock Option Plan (approved by shareholders)	5,795,000 <sup>(1)</sup>	\$1.59	1,705,000

Note:

- (1) Considering the circumstances leading to the departure of Mr. Mokaddem from Aya, his 400,000 options were cancelled. However, our financial statements for the year ended December 31, 2020 include these options.

The number of shares that may be purchased under any option is determined by the Compensation Committee, provided that, among other considerations:

- (a) the aggregate number of shares that may be purchased under an option granted pursuant to the Stock Option Plan to any one participant within any one-year period shall not exceed 5% of the total number of outstanding shares, calculated on the date the option is granted;
- (b) the aggregate number of shares that may be purchased under an option granted pursuant to the Stock Option Plan to any one participant that is a consultant within any one-year period shall not exceed 2% of the total number of outstanding shares, calculated on the date the option is granted;
- (c) the aggregate number of shares that may be purchased under options granted pursuant to the Stock Option Plan to all participants retained to provide investor relations activities within any one year period shall not exceed 2% of the total number of outstanding shares, calculated on the date the option is granted, and options granted to participants retained to provide investor relations activities must vest in stages over a period of not less than one year with no more than ¼ of the options vesting in any three-month period;
- (d) the number of shares reserved for issuance to participants under the Stock Option Plan that are independent directors and all of our other security based compensation arrangements that provide for the issuance from treasury or potential issuance from treasury of shares shall not, in aggregate, exceed 1% of the total number of outstanding shares, excluding shares reserved for issuance to a participant at a time when such participant was not an independent director; and
- (e) the aggregated number of shares that may be purchased under options granted pursuant to the Stock Option Plan:

- a. to participants that are insiders (as a group), at any point in time, shall not exceed 10% of the total number of issued and outstanding shares; and
- b. to participants that are insiders (as a group), within any one-year period, shall not exceed 10% of the total number of outstanding shares, calculated on the date an option is granted to any insider.

If a participant to the Stock Options Plan shall cease to be a director, officer, manager, consultant or employee of Aya or a subsidiary of Aya for any reason (other than the death or the termination of the participant for cause), the options granted to such participant may be exercised in whole or in part by the participant during a period commencing on the date of such cessation and ending 90 days thereafter or on the expiry date, whichever comes first. If a participant to the Stock Option Plan shall cease to be a director, officer, manager, consultant or employee of Aya or a subsidiary by reason of termination for cause, the options granted to such participant may be exercised in whole or in part by the participant, until the date of notice of such termination.

In the event of the death of a participant, the options granted to such participant may be exercised in whole or in part by his heirs or administrators at any time up to the earlier of the expiry date of the options or the one year anniversary of the death of such participant.

All benefits, rights and options accruing to any participant in accordance with the terms and conditions of the Stock Option Plan shall not be transferable.

The Compensation Committee, with the approval of the Board, will have the right at any time to suspend or terminate the Stock Option Plan and will have the right to, with your approval and subject to receipt of requisite approval from the TSX, make any amendment to the Stock Option Plan, including any amendment that would:

- (a) increase the number of shares reserved for issuance under the Stock Option Plan;
- (b) reduce the exercise price per share under any option or cancel any option and replace such option with a lower exercise price per share under such replacement option, it being understood that any reduction in the exercise price of options held by insiders shall require disinterested shareholder approval;
- (c) extend the term of an option beyond its original expiry time, unless the extension arises from a blackout period;
- (d) increase the limit on participation by independent directors; or
- (e) permit an option to be transferable or assignable;

The Compensation Committee, without your prior approval, but with the approval of the Board, may make the following amendments to the Stock Option Plan:

- (a) amendments of a clerical nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms;
- (b) amendments to reflect any requirements of any regulatory authorities to which we are subject, including the TSX;
- (c) acceleration of or other amendments to any vesting provisions of an option; and
- (d) amendments to the expiration date of an option that does not extend the term of an option past the original date of expiration for such option.

Appropriate adjustments to the Stock Option Plan and to options shall be made to give effect to adjustments in the number of shares resulting from subdivisions, consolidations, substitutions, or reclassifications of the shares, the payment of stock dividends (other than dividends in the ordinary course) or other changes in Aya's capital or from a merger, an acquisition an amalgamation, an arrangement or other transaction resulting in a change of control.

Under the Stock Option Plan, in the event that the term of an option expires during such period of time which Aya has determined that one or more participants may not trade any securities because they may be in possession of undisclosed material information, as it may be implemented and amended from time to time (a "**Blackout Period**"), the expiry date for such option shall be extended to the date which is ten business days following the end of such Blackout Period, unless the participant or Aya is subject to a cease trade order (or similar order) under applicable laws.

During the financial year ended on December 31, 2020, a total of 5,305,000 options were granted to directors, consultants and employees of Aya.

#### **Burn rate of the awards granted under the Stock option Plan**

The following table sets out the burn rate of awards granted under the Stock option Plan as of the end of the financial year ended December 31, 2020 and for the two preceding financial years. The burn rate is calculated by dividing the number of awards granted under the Stock option Plan during the relevant fiscal year by the weighted average number of securities outstanding for the applicable fiscal year.

	<b>Fiscal Year ended December 31, 2020</b>	<b>Fiscal Year ended December 31, 2019</b>	<b>Fiscal Year ended December 31, 2018</b>
<b>Annual Burn Rate of the Stock Option Plan</b>	6.34%	0%	11.2%

### 3. SUMMARY COMPENSATION TABLE

The table below sets forth certain information on the compensation paid to each named executive officer during the three most recently completed financial years. Messrs. La Salle, El Ouafi and Ball joined Aya on April 24, 2020 whereas Mr. Landry-Tolszczuk joined us on May 14, 2021. The table discloses what was actually paid to them for 2020 and is not annualized. As for Messrs. Mokaddem and Wong, they were, respectively, President and Chief Executive Officer and Chief Financial Officer until April 24, 2021. The table discloses what was paid to each of them in their respective capacity in 2020.

Name and Principal Position	Year	Salary (\$)	Option-Based Awards (\$) <sup>(2)</sup>	Annual Incentive Plan (\$)	Pension Value (\$) <sup>(3)</sup>	All Other Compensation (\$)	Total Compensation (\$)
Benoit La Salle <sup>(1)</sup> President & Chief Executive Officer	2020	192,048	686,682	243,322	-	-	1,122,062
Noureddine Mokaddem Former President and Chief Executive Officer	2020	176,420	-	-	\$8,712	\$500,000 <sup>(5)</sup>	685,132 <sup>(5)</sup>
	2019	645,501	-	-	-	-	645,501
	2018 <sup>(4)</sup>	578,922	660,000	-	-	-	1,238,922
Mustapha EL Ouafi President - General Manager (Morocco)	2020	217,995	515,012	63,588	-	-	796,595
Ugo Landry-Tolszczuk Chief Financial Officer	2020	158,208	515,012	77,010	-	-	750,231
Martin Wong Former Chief Financial Officer	2020	75,000	-	-	-	-	75,000
Raphaël Beaudoin <sup>(6)</sup> Vice-President, Operations	2020	131,042	343,341	39,234	-	-	513,617
Alex Ball Vice-President, Corporate Development & Investors Relations	2020	148,154	343,341	18,049	-	-	509,544

Notes:

- (1) Mr. La Salle does not receive any salary or annual incentive for his services. The salary and annual incentive above are fees paid to Groupe Conseils Grou La Salle inc. as compensation for services rendered by Mr. La Salle as President and Chief Executive Officer; Mr. La Salle does not receive any additional compensation as a director of Aya. Groupe Conseils Grou La Salle inc. provides services to other companies. Mr. La Salle received 100% of the fees paid to Groupe Conseils Grou La Salle inc. that are attributable to the services he provided to us. Options are held by Mr. La Salle personally.
- (2) The fair value per option as granted on July 2, 2020 was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 84.26%, a risk-free interest rate of 0.56% and an expected life of options of 10 years. In the most recently completed financial year, no stock option has been re-priced, cancelled, replaced, or modified. Notwithstanding the fair value, calculated using the Black-Scholes model, the exercise price of these options is \$1.43.
- (3) We do not offer any pension plan or defined benefit or contribution plans in favor of our Named Executive Officers. However, a form of pension compensation is offered to our employees in Morocco. Mr. Mokaddem benefited from this incentive while Mr. EL Ouafi renounced it in 2020.
- (4) The amounts provided herein are a restatement of the amounts disclosed in the Aya's management proxy circular for the year ended December 31, 2018.
- (5) Considering the circumstances leading to the departure of Mr. Mokaddem from Aya, we do not anticipate paying \$500,000 that would have otherwise been payable to him under the transaction entered into on April 23, 2020.
- (6) For part of 2020, Mr. Beaudoin worked for SRG Mining Inc ("**SRG**"). We paid SRG for the services of Mr. Beaudoin.

### Outstanding Option-Based Awards at the End of the 2020 Financial Year

The table below indicates, for each Named Executive Officer, all option-based awards outstanding at the end of the most recently completed financial year:

Name <sup>(1)</sup>	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(2)</sup> (\$)
Benoit La Salle President & Chief Executive Officer	1,000,000	1.43	July 1, 2030	\$2,420,000
Mustapha EL Ouafi President - General Manager	750,000	1.43	July 1, 2030	\$1,815,000
Ugo Landry-Tolszczuk Chief Financial Officer	750,000	1.43	July 1, 2030	\$1,815,000
Martin Wong Former Chief Financial Officer	--	n/a	n/a	n/a
Raphaël Beaudoin Vice-President, Operations	500,000	1.43	July 1, 2030	\$1,210,000
Alex Ball Vice-President, Corporate Development & Investors Relations	500,000	1.43	July 1, 2030	\$1,210,000

Note:

- (1) Given the circumstances surrounding the departure of Mr. Mokaddem from Aya, his options were cancelled. However, our financial statements for the year ended December 31, 2020 include these options.
- (2) Calculated based on the difference between the exercise price of options and the closing price of one share on the TSX on December 31, 2020 (\$3.85).

No named executive officer exercised any option in 2020. The table below shows the number of exercisable and unexercisable options held by each named executive officer:

Name and principal position <sup>(1)</sup>	Year	Options exercised (#)	Underlying shares sold (#)	Aggregate value realized (\$)	Unexercised options at December 31, 2020	
					Exercisable	Unexercisable
Benoit La Salle President & Chief Executive Officer	2020	0	n/a	n/a	333,333	666,667
Mustapha EL Ouafi President - General Manager	2020	0	n/a	n/a	250,000	500,000
Ugo Landry-Tolszczuk Chief Financial Officer	2020	0	n/a	n/a	250,000	500,000
Martin Wong Former Chief Financial Officer	2020	0	n/a	n/a	-	-
Raphaël Beaudoin Vice-President, Operations	2020	0	n/a	n/a	166,666	333,334
Alex Ball Vice-President, Corporate Development & Investors Relations	2020	0	n/a	n/a	166,666	333,334

Note:

- (1) Given the circumstances surrounding the departure of Mr. Mokaddem from Aya, his options were cancelled. However, our financial statements for the year ended December 31, 2020 include these options.

### Incentive Plan Awards – Value Vested During the Year

The following table indicates for each named executive officer the value vested of all options and the bonus paid for the year ended December 31, 2020:

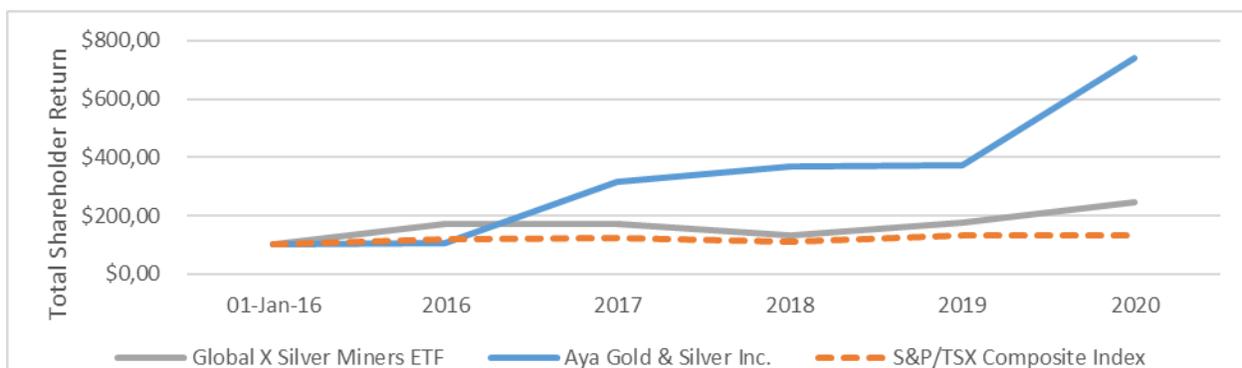
Name	Option-based awards – Value vested during the year <sup>(1)</sup> (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Benoit La Salle President and Chief Executive Officer	806,667	243,322
Noureddine Mokaddem Former President Chief Executive Officer, President and Director	-	-
Mustapha EL Ouafi President - General Manager	605,000	63,558
Ugo Landry-Tolszczuk Chief Financial Officer	605,000	77,010
Martin Wong Former Chief Financial Officer	-	-
Raphaël Beaudoin Vice-President, Operations	403,333	39,234
Alex Ball Vice-President, Corporate Development & Investors Relations	403,333	18,049

Note:

(1) Calculated based on the difference between the exercise price of the option and the closing price of a share on the TSX on the day the options became exercisable.

#### 4. PERFORMANCE GRAPH

The following graph compares the performance of our shares over the last five years to the performance of the S&P/TSX Composite Index. It shows what \$100 invested in our shares and S&P/TSX Composite Index at the end of 2015 would be worth at the end of each of the last five completed financial years.



	Dec. 31, 2015	Dec. 31, 2016	Dec. 31, 2017	Dec. 31, 2018	Dec. 31, 2019	Dec. 31, 2020
Aya Gold & Silver Inc. <sup>(1)</sup>	\$100.00	\$116.67	\$341.67	\$397.92	\$406.25	\$802.08
S&P/TSX Composite Index	\$100.00	\$117.51	\$124.60	\$109.32	\$131.97	\$134.01
Global X Silver Miners ETF	\$100.00	\$170.53	\$173.34	\$132.55	\$176.31	\$246.89

Note:

(1) On February 27, 2018, our shares were consolidated on a 4 for 1 basis. The market value per share has been adjusted to reflect the impact of this consolidation.

Given that, up to April 2020, Aya had only one executive officer who also served as country manager in Morocco, there is currently no correlation between the variation of total compensation paid to our named executive officers and our stock performance over the last five years, including with respect to the two indexes mentioned. Since April 2020 however, we have been engaged in staffing our executive ranks in a way that is commensurate with our operations and plans for growth and value creation. The share price performance shown in the chart above is a reflection of our efforts in this regard. With your approval of the 2021 Plan, the Restricted Share Unit Plan and the Deferred Share Unit Plan as well as the input of the compensation consultant who will be making recommendations in 2021 with respect to the compensation of executive management (and the directors), the Board is of the view that compensation and share performance will be closely aligned going forward.

### ***DIRECTORS COMPENSATION***

Each non-employee director is entitled to an annual retainer of \$35,000. In addition:

- the Chair of the Board is entitled to an annual retainer of \$15,000
- the Chair of the Audit committee is entitled to an annual retainer of \$12,000
- the Chair of the Corporate Governance and Compensation Committee is entitled to an annual retainer of \$10,000
- the Chair of the Environmental, Health and Safety and Sustainability Committee is entitled to an annual retainer of \$6,000
- each member of the Audit committee other than the Chair is entitled to an annual retainer of \$5,000
- each member of the Corporate Governance and Compensation Committee other than the Chair is entitled to an annual retainer of \$3,000
- each member of the Environmental, Health and Safety and Sustainability Committee other than the Chair is entitled to an annual retainer of \$3,000.

In addition, non-employee directors are entitled to an attendance fee of \$1,250 per Board or committee meeting attended as well as an annual grant of 35,000 stock options. The compensation consultant retained by Aya to review the compensation of executive management in 2021 will also make recommendations regarding the compensation of independent directors which will be discussed in next year's management proxy circular to be prepared for the purposes of your 2021 annual general meeting.

The table below indicates the total compensation earned by directors in 2020:

<b>Name</b>	<b>Fees earned</b>	<b>Option-based awards (\$)</b>	<b>Total (\$)</b>
Dr Elena Clarici	\$32,750	176,369	209,119
Yves Grou	\$37,250	41,153	78,403
Dr Jürgen Hambrecht	\$33,250	41,153	74,403
Nikolaos Sofronis	\$37,500	470,316	507,816
Robert Taub	\$45,500	156,772	202,272
Nicholas Taylor	\$32,250	41,153	73,403

The following table indicates for each director all awards outstanding on December 31, 2020:

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Options expiration date	Value of unexercised in-the-money options <sup>(1)</sup> (\$)
Dr Elena Clarici	40,000	3.30	June 6, 2023	22,000
	150,000	1.43	July 1, 2030	363,000
Yves Grou	35,000	1.43	July 1, 2030	84,700
Dr Jürgen Hambrecht	35,000	1.43	July 1, 2030	84,700
Nikolaos Sofronis	25,000	2.00	December 6, 2022	46,250
	400,000	1.43	July 1, 2030	968,000
Robert Taub	25,000	2.00	December 6, 2022	46,250
	400,000	3.30	May 4, 2023	220,000
	400,000	1.43	July 1, 2030	968,000
Nicholas Taylor	35,000	1.43	July 1, 2030	84,700

Note:

- (1) Calculated based on the difference between the exercise price of the options and the closing price of our common shares on December 31, 2020 (\$3.85).

#### Director Incentive Plan Awards – Value Vested or Earned During the Year

Name	Option-based awards – Value vested during the year (\$) <sup>(1)</sup>
Dr Elena Clarici	363,000
Yves Grou	84,700
Dr Jürgen Hambrecht	84,700
Nikolaos Sofronis	968,000
Robert Taub	322,667
Nicholas Taylor	84,700

Note:

- (1) Calculated based on the difference between the exercise price of a vested option and the closing price of one share on the TSX on the day the options became exercisable.

No director exercised any option in 2020. The table below shows the number of exercisable and unexercisable options held by each director:

Name	Year	Options exercised (#)	Underlying shares sold (#)	Aggregate value realized (\$)	Unexercised options at December 31, 2020	
					Exercisable	Unexercisable
Dr Elena Clarici	2020	0	n/a	n/a	190,000	0
Yves Grou	2020	0	n/a	n/a	35,000	0
Dr Jürgen Hambrecht	2020	0	n/a	n/a	35,000	0
Nikolaos Sofronis	2020	0	n/a	n/a	425,000	0
Robert Taub	2020	0	n/a	n/a	558,333	266,667
Nicholas Taylor	2020	0	n/a	n/a	35,000	0

## STATEMENT OF CORPORATE GOVERNANCE PRACTICES

The Board believes that good corporate governance practices are the foundation of successful mining and responsible behavior towards all our stakeholders. You will find a complete discussion of our corporate governance practices in Appendix E, together with Aya's diversity disclosure.

### ADDITIONAL INFORMATION

#### Termination and change of control benefits

The following table indicates the estimated amounts that would be paid in the event that the employment of Messrs, La Salle, EL Ouafi, Landry-Tolszczuk or Beaudoin was terminated without cause or following a change of control, as at December 31, 2020.

Name	Title	Without Cause (\$)	Change of Control (\$)
Benoit La Salle	President and Chief Executive Officer	840,000	1,120,000
Mustapha EL Ouafi	President - General Manager	149,867	599,467
Ugo Landry-Tolszczuk	Chief Financial Officer	320,000	720,000
Raphaël Beaudoin	Vice-President, Operations	190,000	380,000

#### Directors and Officers' Liability Insurance

We maintain liability insurance for directors and officers. The annual premium paid in respect of this insurance is \$155,325 and the total amount of insurance purchased is \$15,000,000, subject to a deductible amount of \$250,000. The policy contains certain exclusions. No claim has ever been made.

#### Financial Information

Additional information for the financial year ended December 31, 2020 is provided in our consolidated financial statements, in the related management's discussion and analysis of operating results and in our annual information form, where you will also find more information on the Audit committee and its members in the *Audit committee Information* section. Copies of these and other documents and additional information are available on the SEDAR website at [www.sedar.com](http://www.sedar.com) and are also available on our website at [www.ayagoldsilver.com](http://www.ayagoldsilver.com). You may also obtain them free of charge upon request to our corporate secretary at:

Aya Gold & Silver Inc.  
1320 Boulevard Graham, Suite 132  
Ville Mont-Royal (Québec) H3P 3C8  
Canada

#### Delivery of meeting material

The meeting material is sent to both registered and non-registered shareholders. If you are a non-registered shareholder and either us or your agent has sent this material directly to you, your name, address and information about your Aya shares have been obtained from your nominee in accordance with securities laws. By sending this material to you directly, Aya (and not your nominee) has assumed responsibility for:

- delivering the material to you
- executing your voting instructions.

Please return your voting instructions as specified in the request for voting instructions.

We do not intend to pay for a proximate intermediary to send the proxy-related material and request for voting instructions made by an intermediary to non-registered shareholders who are objecting beneficial owners (known as OBOs). Consequently, if you are an OBO, you may not receive our proxy-related materials unless an intermediary assumes the costs of the delivery.

### **Website**

You will find on our website various additional governance documents, including:

- our Articles and By-Laws
- the Mandate of the Audit committee
- the Mandate of the Corporate Governance and Compensation Committee
- the Mandate of the Environmental, health & safety and sustainable development committee;
- our Code of conduct; and
- our Anti-corruption Policy.

You can find all of these documents and other information regarding Aya on our website at [www.ayagoldsilver.com](http://www.ayagoldsilver.com). All references to our website are for your information only and the information it contains is not part of this Circular.

### **Direct Registration System**

You have the possibility to avail yourself of the Direct Registration System (known as *DRS*). *DRS* is a system that allows your Aya shares to be held in “book-entry” form without having a physical security certificate issued as evidence of ownership. Instead, your Aya shares are held in your name and registered electronically on Computershare’s records. Holders of securities in *DRS* (book-entry form) have all the traditional rights and privileges as holders of Aya shares in certificate form. For more information on the *DRS*, please contact Computershare at 514-982-7555 or toll free at 1-800-564-6253.

**SCHEDULE A:  
CHANGE OF AUDITORS-REPORTING PACKAGE**



**NOTICE OF CHANGE OF AUDITOR**

**TO:** Raymond Chabot Grant Thornton LLP, Chartered Accountants

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**AND  
TO:** KPMG LLP, Chartered Accountants

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**RE:** Notice Regarding Change of Auditor Pursuant to Section 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations*

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It is proposed that Aya Gold & Silver Inc. (the "Corporation") will change its auditor from Raymond Chabot Grant Thornton LLP, Chartered Accountants, Montréal, Québec, Canada (the "Former Auditor") to KPMG LLP, Chartered Accountants, Montréal, Québec, Canada (the "Successor Auditor"), effective as of the date hereof.

The Audit Committee of the Board of Directors of the Corporation (the "Audit Committee") made the recommendation for the change of auditors.

In accordance with Section 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations* ("NI 51-102"), the Corporation reports that:

1. the Former Auditor therefore does not stand for reappointment as auditor of the Corporation effective as of the date hereof;
2. the Former Auditor will not be proposed to shareholders at the next annual meeting of shareholders for reappointment;
3. there were no reservations in the Former Auditor's reports in connection with the audits of the two (2) most recently completed fiscal years and any period subsequent to the most recently completed fiscal year for which an audit report was issued and preceding the date of expiry of the Former Auditor's term of office; and
4. there are no "reportable events" as such term is defined in NI 51-102.

The change of auditor and the recommendation to appoint the Successor Auditor was approved by the Audit Committee.

DATED this 31<sup>st</sup> day of March 2021.

ON BEHALF OF THE BOARD OF DIRECTORS

**Benoit La Salle**  
President and Chief Executive Officer



March 31, 2021

Autorité des marchés financiers  
British Columbia Securities Commission  
Alberta Securities Commission  
Ontario Securities Commission

Dear Sirs/Mesdames:

**Subject: Aya Gold & Silver Inc.**

We acknowledge receipt of the Notice of Change of Auditors (the "Notice") dated March 31, 2021 delivered to us by Aya Gold & Silver Inc. in respect to the replacement of Raymond Chabot Grant Thornton LLP ("RCGT") as auditors of Aya Gold & Silver Inc. and the subsequent appointment of KPMG LLP.

We have read the statements made by Aya Gold & Silver Inc. in the attached copy of the Notice, which we understand will be filed pursuant to Section 4.11 of National Instrument 51-102. We agree with the statements in the Notice that pertains to RCGT.

Yours very truly,

*Raymond Chabot Grant Thornton LLP*

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Raymond Chabot  
Grant Thornton LLP  
Suite 2000  
National Bank Tower  
600 De La Gauchetière Street West  
Montréal, Québec  
H3B 4L8

T 514-878-2691



KPMG LLP  
 600 de Maisonneuve Blvd West  
 Suite 1500, Tour KPMG  
 Montréal (Québec) H3A 0A3  
 Tel. 514-840-2100  
 Fax. 514-840-2187  
 www.kpmg.ca

Alberta Securities Commission  
 British Columbia Securities Commission  
 The Manitoba Securities Commission  
 Financial and Consumer Services Commission, New Brunswick  
 Office of the Superintendent of Securities, Service Newfoundland & Labrador  
 Office of the Superintendent of Securities, Northwest Territories  
 Nova Scotia Securities Commission  
 Nunavut Securities Office  
 Ontario Securities Commission  
 The Office of the Superintendent of Securities, Consumer, Corporate and Insurance  
 Services Division, Prince Edward Island  
 Autorité des marchés financiers  
 Financial and Consumer Affairs Authority of Saskatchewan  
 Office of the Yukon Superintendent of Securities

March 31, 2021

Dear Sir/Madam,

**Re: Notice of Change of Auditors of Aya Gold and Silver Inc.**

We have read the Notice of Aya Gold and Silver Inc. dated March 31, 2021 and are in agreement with the statements contained in such Notice except that we are not in a position to agree or disagree with the statement of the Corporation that there have been no reportable events to disclose, as defined in section 4.11 (1) of NI 51-102.

Yours very truly,

*KPMG LLP*

**SCHEDULE B:  
2021 STOCK OPTION PLAN**

On motion duly made and seconded, be it resolved that:

1. the adoption by Aya Gold & Silver Inc. ("Aya") of its 2021 Stock Option Plan (the "Stock Option Plan"), as appended to the Management Proxy Circular of Aya prepared for the purposes of the 2021 Annual General Meeting of its shareholders (the "Circular"), be and is hereby approved;
2. the number of common shares of Aya reserved for issuance under the Stock Option Plan, combined with the number of common shares issuable under all share compensation arrangements (as defined in the Stock Option Plan) of Aya, shall not exceed 10% of Aya's outstanding common shares as at the date of any grant of options;
3. the 383,000 options already granted under the Stock Option Plan, as described in the Circular, be and are hereby ratified;
4. Aya shall have the ability to continue granting options under the Stock Option Plan until June 10, 2024; and
5. any director or officer of Aya is hereby authorized to execute (whether under the corporate seal of Aya or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable in connection with such approval, the execution of any such document of the doing of any such other act or thing by any director or officer of Aya being conclusive evidence of such determination.

**AYA GOLD & SILVER INC.**

**2021 STOCK OPTION PLAN**

## 1. GENERAL PROVISIONS

### 1.1 Interpretation

For the purpose of this Plan, the following terms shall have the following meanings:

- (a) “**Administrator**” means, initially, the secretary of the Corporation and thereafter shall mean such Director, officer or employee of the Corporation as may be designated from time to time by the Board;
- (b) “**Blackout Period**” has the meaning ascribed to that expression in Section 2.7;
- (c) “**Board**” means the board of directors of the Corporation;
- (d) “**business day**” means a day, other than Saturday, Sunday or a day on which the principal commercial banking institutions in Montréal, Québec are, or the Exchange is, closed;
- (e) “**Certificate**” means a certificate, substantially in the form set out as Schedule “A”, evidencing an Option;
- (f) “**Change of Control**” means a *bona fide* takeover offer is made to a Participant or to shareholders generally or to the Corporation, which includes among other transactions (i) an offer to acquire shares of the Corporation which, if successful, would result in the offeror exercising control over the Corporation within the meaning of the *Securities Act* (Ontario), or (ii) the completion of a transaction involving the Corporation under which, following such transaction, the shareholders of the Corporation prior to such transaction hold less than 50% of the total voting securities of the resulting or successor corporation following such completion;
- (g) “**Common Shares**” means the common shares of the Corporation;
- (h) “**Corporation**” means Aya Gold & Silver Inc.;
- (i) “**Director**” means a member of the Board;
- (j) “**Eligible Participant**” means, subject to applicable laws and regulations, any Director, officer, employee or service provider (as discussed in Section 613(b) of the TSX Company Manual; “**Consultant**” of the Corporation as well as any employee or Consultant of any of its Subsidiaries;
- (k) “**Exchange**” means the Toronto Stock Exchange or if the Common Shares are not listed on the Toronto Stock Exchange, such other stock exchange on which the Common Shares are listed, or if the Common Shares are not listed on any stock exchange, the over-the-counter market;
- (l) “**Exercise Notice**” means the notice respecting the exercise of an Option, in substantially the form set out as Schedule “B”;

- (m) **“Insider”** means an insider as defined in the TSX Company Manual;
- (n) **“Market Price”** as at any date in respect of a Common Share means the volume-weighted average price of the Common Shares on the Exchange for the five trading days immediately preceding such date, but if the Common Shares did not trade on such trading days, the Market Price shall be average of the bid and ask prices in respect of the Common Shares at the close of trading on such trading day;
- (o) **“Non-Executive Director”** means any Director of the Corporation who is not an employee or officer of the Corporation or any of its affiliates;
- (p) **“Option”** means an option to purchase a Common Share granted to an Eligible Participant pursuant to the Plan;
- (q) **“outstanding”** is determined on the basis of the number of Common Shares that are outstanding immediately prior to the grant of Options in question;
- (r) **“Participant”** means an Eligible Participant to whom an Option has been granted;
- (s) **“Personal Representative”** means:
  - (i) in the case of a deceased Participant, the estate of the Participant represented by the person entitled by law to act on its behalf, and
  - (ii) in the case of a Participant who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Participant;
- (t) **“Plan”** means this 2021 Stock Option Plan of the Corporation;
- (u) **“Share Compensation Arrangement”** means any stock option, share unit plan or any other share-based compensation or incentive mechanism involving the issuance or potential issuance of Common Shares;
- (v) **“Subsidiary”** means any entity in respect of which more than 50% of the securities with voting rights thereof are held directly or indirectly by the Corporation or is otherwise controlled by the Corporation;
- (w) **“Termination Date”** means the date on which for any reason a Participant ceases to be a Director (and is not otherwise an employee of the Corporation), officer, employee or Consultant of the Corporation, excluding any notice period awarded by the Corporation, or required by employment law or by court judgments and includes termination from the Board, termination of employment or of a contract, voluntary resignation, retirement from the workforce, permanent disability or death of a Participant; and
- (x) **“Withholding Tax Amount”** has the meaning ascribed to that expression in Section 2.8.

Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

## 1.2 Purpose

The purpose of the Plan is to advance the interests of the Corporation by (i) providing Eligible Participants with additional incentive, (ii) increasing the proprietary interest of Eligible Participants in the success of the Corporation and its Subsidiaries, (iii) encouraging Eligible Participants to remain with the Corporation or its Subsidiaries, and (iv) attracting new Eligible Participants.

## 1.3 Administration

- (a) The Plan shall be administered by the Board or a committee of the Board consisting of not less than three Directors, assisted by the Administrator. If a committee of the Board is authorized for this purpose, all references to the Board in the Plan are deemed to be references to such committee.
- (b) Subject to the terms and conditions of the Plan, the Board shall have authority to:
  - (i) grant Options to Eligible Participants;
  - (ii) determine the terms, limitations, restrictions and conditions respecting each grant of Options;
  - (iii) interpret the Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem necessary or advisable; and
  - (iv) make all other determinations and take all other actions in connection with the implementation and administration of the Plan as it may deem necessary or advisable.
- (c) The interpretation by the Board of any of the provisions of the Plan and any determination by it pursuant thereto shall be final and conclusive and shall not be subject to any dispute by any Participant. No Director or any person acting pursuant to authority delegated by the Board (including the Administrator) hereunder shall be liable for any action or determination made or taken in good faith in connection with the Plan.

## 1.4 Shares Reserved

- (a) The number of Common Shares issuable under the Plan, combined with the number of Common Shares issuable under all Share Compensation Arrangements, shall not exceed 10% of the outstanding Common Shares as at the date of any grant of Options.
- (b) (i) The maximum aggregate number of Common Shares reserved for issuance to all Non-Executive Directors under the Plan and all other Share Compensation Arrangements shall not exceed 1% of the total number of Common Shares then outstanding; (ii) the maximum value of Options granted under the Plan to any Non-Executive Director in a one-year period shall not exceed \$100,000; and (iii) the maximum aggregate value of all awards granted under the Plan to any Non-Executive Director in a one-year period combined with the value of all grants under all other Share

Compensation Arrangements in such one-year period shall not exceed \$150,000. The foregoing limitations do not apply to grants made *in lieu* of Directors' fees payable in cash or to a one-time initial grant under any Share Compensation Arrangement made to a Director joining the Board.

- (c) The total number of Common Shares covered by Options granted to a given Participant shall not exceed 5% of the total number of Common Shares outstanding as at the date of any grant of Options.
- (d) The total number of Common Shares issued to Insiders of the Corporation during any one-year period and issuable at any time under the Plan and any other Share Compensation Arrangements shall not exceed ten percent (10%) of the total number of Common Shares issued and outstanding as at the date of any grant of Options, respectively.

A Common Share underlying an Option that has been exercised or that, for any reason, is cancelled or terminated without having been exercised shall again be available for a grant of Options under the Plan or for the purposes of other Share Compensation Arrangements.

### **1.5 Amendment and Termination**

- (a) The Board may amend, suspend or terminate the Plan or any portion thereof at any time, subject to any required approval. No such amendment, suspension or termination shall alter any right granted previously to any Participant without the consent of such Participant. If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan, shall continue in effect during such time as an Option or any rights pursuant thereto remain outstanding. However, notwithstanding the termination of the Plan, the Board may make any amendments to the Plan or to any outstanding Option that the Board would have been entitled to make if the Plan were still in effect.
- (b) Subject to Paragraph 1.5(d), and with the consent of the affected Participants, the Board may amend or modify any outstanding Option in any manner, to the extent that the Board would have had the authority to initially grant such Option as so modified or amended, subject to the prior approval of the Exchange, if required.
- (c) Pursuant to the policies of the Exchange and without limiting the generality of the foregoing, the Board, subject to Paragraph 1.5(d), may make the following amendments to the Plan or an Option granted under the Plan, as applicable, without obtaining approval of any shareholder of the Corporation:
  - (i) amendments that may be necessary to ensure that the Plan complies with applicable laws and regulations;
  - (ii) amendments respecting the administration of the Plan;
  - (iii) an amendment to correct or rectify an ambiguity, an inapplicable provision, an error, an omission or other similar amendment of a housekeeping nature;

- (iv) amendments to the termination provisions of Options or the Plan which do not entail an extension beyond their respective original expiry date;
  - (v) amendments ensuring that Options comply with any provision respecting the income tax and other laws in force in any country or jurisdiction of which a Participant may from time to time be a resident or a citizen; and
  - (vi) any other amendments not requiring shareholder approval under applicable laws or regulations or Paragraph 1.5(d).
- (d) The Board may not, without the approval of the Corporation's shareholders, make amendments to the Plan or an Option granted under the Plan with respect to the following:
- (i) any change to remove or to exceed the limits set out in Section 1.4;
  - (ii) a reduction in the exercise price of an Option;
  - (iii) an extension of the term of an Option;
  - (iv) subject to Subparagraph 1.5(c)(iii), any amendment to Paragraph 1.5(c) or this Paragraph 1.5(d).

## **1.6 Compliance with Legislation**

The Plan, the grant and exercise of Options hereunder and the Corporation's obligation to issue and deliver Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulation of any stock exchange on which the Common Shares are listed for trading and to such approvals by any regulatory or governmental agency as may be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Option hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option shall be granted and no Common Share issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue of Common Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Common Share pursuant to the Plan unless such Common Share shall have been duly listed with all stock exchanges on which the Common Shares are listed for trading.

## **1.7 Miscellaneous**

- (a) Nothing contained in the Plan nor in any Option shall be deemed to give any Participant any interest or title in or to any Common Share or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than as set forth in the Plan.
- (b) The Plan does not give any Eligible Participant the right or obligation to become or to continue to serve as a Director, officer, employee or Consultant, as the case may be, of the Corporation or any of its Subsidiaries. The grant of Options to any Eligible Participant is a matter to be determined solely in the discretion of the Board.

- (c) No fractional Common Share shall be issued upon the exercise of Options and, accordingly, if a Participant would become entitled to a fractional Common Share upon the exercise of an Option, such Participant shall only have the right to purchase the next lowest whole number of Common Shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded.
- (d) The grant of an Option shall be conditional upon the Eligible Participant to whom the Option is granted completing, signing and delivering to the Corporation all documents as may be required by the Corporation.

## **1.8 Effective Date**

The Plan was adopted by the Board on February 18, 2021.

## **2. OPTIONS**

### **2.1 Grants**

Subject to the provisions of the Plan, the Board shall have the authority to determine the limitation, restrictions and conditions, if any, in addition to or in variation of those set forth in Section 2.3, applicable to the exercise of an Option. An Eligible Participant may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion.

### **2.2 Exercise Price**

The Board shall establish the Option exercise price at the time each Option is granted, which shall be not less than the volume-weighted average price of the Common Shares on the Exchange for the five trading days immediately preceding such date of grant. If the grant is made during a Blackout Period, the Option exercise price shall be not less than the volume-weighted average price of the Common Shares on the Exchange for the five trading days immediately following the end of the Blackout Period.

### **2.3 Exercise of Options**

- (a) Options granted must be exercised no later than 10 years after the date of grant or such lesser period as may be determined by the Board.
- (b) An Option may be exercised only by the Participant or the Personal Representative of a Participant. Subject to any administrative guideline and other rule or regulation adopted by the Board in connection with the Plan, an Option may be exercised, in whole or in part (subject to any applicable restrictions), at any time or from time to time up to 4:30 p.m. (Toronto time) on its expiry date by delivering to the Administrator an Exercise Notice, the applicable Certificate and a cheque, bank draft or wire transfer payable to the Corporation in an amount equal to the aggregate exercise price of the Options plus any amount, if any, due under applicable tax law at the time of the exercise of the Option.
- (c) As soon as practicable following the receipt of the documents and payment provided for in Paragraph 2.3(b), the Administrator shall, subject to any administrative guideline

and other rule or regulation adopted by the Board in connection with the Plan, cause to be delivered to the Participant a certificate for the Common Shares so purchased. If the number of Common Shares so purchased is less than the number of Common Shares subject to the Certificate surrendered, the Administrator shall forward a new Certificate to the Participant concurrently with delivery of the aforesaid share certificate for the balance of the Common Shares available under the Option.

- (d) Subject to Subparagraph 2.3(e)(ii), Options shall not be transferable or assignable, in whole or in part.
- (e) Subject to Paragraph 2.3(a) and except as otherwise determined by the Board:
  - (i) if a Participant ceases to be an Eligible Participant for any reason whatsoever other than death, each Option held by the Participant will cease to be exercisable on or before the earlier of the expiry date of the Option and 90 days after the Termination Date. If any portion of an Option is not vested by the Termination Date, that portion of the Option may not under any circumstances be exercised by the Participant or the Participant Representative. This provision shall apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or is entitled to a period of notice of termination which would otherwise have permitted additional Options to vest with the Participant;
  - (ii) if a Participant dies while an Eligible Participant, the Personal Representative of the Participant may exercise the Participant's Options on or before the earlier of the expiry date of the Option and the date that is twelve months after the date of the Participant's death, but only to the extent the Options had already vested on the date of death.
- (f) In lieu of paying the aggregate exercise price to purchase Common Shares as contemplated in Paragraph 2.3(b), the Participant or the Participant's Personal Representative may elect to receive, without payment of cash or other consideration except as required by Section 2.8, upon surrender of the applicable Certificate, a number of Common Shares determined in accordance with the following formula (a "**Cashless Exercise**"):
  - A = B (C – D)/C,

$$A = B (C - D) / C,$$

where:

A = the number of Common Shares to be issued to the Participant pursuant to this Paragraph 2.3(f);

B = the number of Common Shares otherwise issuable upon the exercise of the Options being exercised;

C = the Market Price immediately preceding the date of delivery of the Exercise Notice; and

D = the exercise price of the Option.

For greater certainty, upon the Cashless Exercise of Options, the total number of Common Shares that may be issued pursuant to the exercise of Options under the Plan, as set forth in Paragraph 1.4(a), shall be reduced by the total number of Common Shares with respect to which the Options were surrendered.

## 2.4 Adjustments

- (a) Subject to the policies, rules and regulations of any lawful authority having jurisdiction (including any exchange on which the Common Shares are listed for trading), the number of Common Shares in respect of which Options may be granted under the Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the Common Shares and, in the event of any such subdivision or consolidation, an appropriate adjustment shall be made so as to change the number of Common Shares deliverable upon the exercise of the unexercised Options granted, without change in the total exercise price applicable to the unexercised Options but with the corresponding adjustment in the exercise price for each Common Share covered thereby.
- (b) In the event the Corporation is re-organized, amalgamated or merged with or consolidated into another corporation or in the event there is a Change of Control, the Board may, subject to Section 2.5, make such provisions as it deems appropriate for the exercise of outstanding Options, including their acceleration, or continuance of outstanding Options to prevent any increase or decrease in the number of Common Shares deliverable upon their exercise.

## 2.5 Effect of Take-Over

In the event of a Change of Control, any Option held by any Participant or a Participant's Personal Representative, whether vested or not on the date that the Change of Control occurs shall, subject to the approval of the Exchange and other applicable regulatory authority and further subject to the provisions of any written agreement between the Participant and the Corporation, if any, vest immediately prior to the Change of Control, and all Options held by the Participant or the Participant's Personal Representative shall be deemed exercised at the time the Change of Control becomes effective. Upon such exercise, all rights of the Participant or the Participant's Personal Representative to the Option or to exercise same (to the extent not theretofore exercised) shall terminate and cease to have further force or effect whatsoever. Alternatively, the Corporation may also or instead determine in its sole discretion that all such outstanding Options may be purchased, including by the Corporation (or any of its affiliates), for an amount per Option equal to the Transaction Price (as defined below), less the applicable exercise price and Withholding Tax Amount, as of the date the Change of Control occurs or as of such other date prior to the closing date of the Change of Control as the Board may determine in its sole discretion. For purposes of this Section 2.5, "**Transaction Price**" means the fair market value of a Common Share equal to the consideration payable per Common Share in relation to the Change of Control. For the purposes of this Section 2.5, if the consideration that the Participant is entitled to receive after deducting the amount that the Participant would have been required to pay to the Corporation on exercise of Options, together with the Withholding Tax Amount, is not greater than zero, the Options shall be cancelled for no additional consideration.

## 2.6 Incorporation of Terms of Stock Option Plan

Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of each Certificate.

## 2.7 Extension of Expiry Date of Stock Options Due to a Blackout Period

The expiry date of outstanding Options held by Participants which may expire during a restricted trading period imposed by the Corporation in accordance with applicable securities laws (a “**Blackout Period**”), will be extended for a period ending on the tenth business day after the expiry date of the Blackout Period.

## 2.8 Withholding Tax Requirements

In order to satisfy the Corporation’s or a Subsidiary’s obligation, if any, to remit an amount to a taxation authority on account of such taxes in respect of the exercise or other disposition of an Option (the “**Withholding Tax Amount**”), each of the Corporation and such Subsidiary shall have the right, as its discretion, to:

- (a) retain and withhold amounts from any amount or amounts owing to the Participant or to the Participant’s Personal Representative, whether under this Plan or otherwise;
- (b) require the Participant or the Participant’s Personal Representative to pay to the Corporation or the Subsidiary the Withholding Tax Amount as a condition of exercise of the Options by a Participant; or
- (c) withhold from the Common Shares otherwise deliverable to the Participant or to the Participant’s Personal Representative on exercise of Options such number of Common Shares as have a market value not less than the Withholding Tax Amount and cause such withheld Common Shares to be sold on the Participant’s behalf to fund the Withholding Tax Amount, provided that any proceeds from such sale in excess of the Withholding Tax Amount shall be promptly paid to the Participant or to the Participant’s Personal Representative.

Notwithstanding the foregoing, nothing shall preclude the Corporation and the Participant or the Participant’s Personal Representative from agreeing to use a combination of the methods described in this Section 2.8 or some other method to fund the Withholding Tax Amount.

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**SCHEDULE "A"**  
**AYA GOLD & SILVER INC. STOCK OPTION PLAN**  
**OPTION CERTIFICATE**

This Certificate is issued pursuant to the provisions of the 2021 Stock Option Plan (the "**Plan**") of Aya Gold & Silver Inc. (the "**Corporation**") and evidences that \_\_\_\_\_ is the holder of \_\_\_\_\_ options (the "**Options**") to purchase up to \_\_\_\_\_ common shares (the "**Shares**") in the share capital of the Corporation at a purchase price of \$\_\_\_\_\_ per Share. Subject to the provisions of the Plan, the expiry date of the Options is \_\_\_\_\_ (the "**Expiry Date**"). The Options shall vest as to • Options on the date of the first anniversary of the grant, • Options on the date of the second anniversary of the grant and • Options on the date of the third anniversary of the grant (**Note: Options could vest over five years**)

Other than as disclosed above, Options may be exercised at any time up to 4:30 p.m. (Toronto time) on the Expiry Date, by delivering to the Administrator of the plan an Exercise Notice, in the form provided in the plan, together with this Certificate and a cheque, bank draft or wire transfer payable to Aya Gold & Silver Inc. in an amount equal to the aggregate exercise price of the Options plus any amount, if any, due under applicable tax law at the time of the exercise of the Options.

This Certificate and the Options evidenced hereby are not assignable, transferable or negotiable and are subject to the detailed terms and conditions contained in the Plan. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Corporation shall prevail.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**AYA GOLD & SILVER INC.**

Per: \_\_\_\_\_  
 Authorized Signatory

**SCHEDULE "B"**  
**EXERCISE NOTICE**

To: The Administrator, 2021 Stock Option Plan  
Aya Gold & Silver Inc.  
1320 Graham, Suite 132  
Ville Mont-Royal, Québec H3P 3C8

The undersigned hereby irrevocably gives notice, pursuant to the 2021 Stock Option Plan (the "**Plan**") of Aya Gold & Silver Inc. (the "**Corporation**"), of the exercise of the Options to acquire \_\_\_\_\_ Common Shares.

Calculation of total Exercise Price:

- (1) number of Common Shares to be acquired on exercise of Options: \_\_\_\_\_
- (2) exercise price per Share: \$ \_\_\_\_\_
- (3) (1) x (2): \$ \_\_\_\_\_
- (4) Applicable taxes (if any): \$ \_\_\_\_\_

TOTAL EXERCISE PRICE ((3) + (4)), enclosed herewith: \$ \_\_\_\_\_

The undersigned tenders herewith a cheque, bank draft or wire transfer (*circle one*) in the amount of \$ \_\_\_\_\_ payable to Aya Gold & Silver Inc and directs the Corporation to issue the share certificate evidencing the Common Shares in the name of the undersigned to be mailed to the undersigned at the following address:

DATED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_

**SCHEDULE C:  
RESTRICTED SHARE UNIT PLAN**

On motion duly made and seconded, be it resolved that:

1. the adoption by Aya Gold & Silver Inc. ("Aya") of its Restricted Share Unit Plan (the "Restricted Plan"), as appended to the Management Proxy Circular of Aya prepared for the purposes of the 2021 Annual General Meeting of its shareholders (the "Circular"), be and is hereby approved;
2. the number of common shares of Aya reserved for issuance under the Restricted Plan, combined with the number of common shares issuable under all share compensation arrangements (as defined in the Restricted Plan) of Aya, shall not exceed 10% of Aya's outstanding common shares as at the date of any grant of restricted share units;
3. the 108,203 restricted share units already granted under the Restricted Plan, as described in the Circular, be and are hereby ratified;
4. Aya shall have the ability to continue granting restricted share units under the Restricted Plan until June 10, 2024; and
5. any director or officer of Aya is hereby authorized to execute (whether under the corporate seal of Aya or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable in connection with such approval, the execution of any such document of the doing of any such other act or thing by any director or officer of Aya being conclusive evidence of such determination.

**AYA GOLD & SILVER INC.**

**RESTRICTED SHARE UNIT PLAN**

## RESTRICTED SHARE UNIT PLAN

### Article 1. PURPOSE

- 1.1 **Purpose.** The purpose of the Plan is to advance the interests of the Corporation by attracting and retaining highly competent persons as Directors, officers, employees and Consultants (as defined below), to allow such persons to participate in the long-term success of the Corporation and to promote a greater alignment of interests between the Participants and the shareholders of the Corporation.
- 1.2 **Effective Date.** This Plan was adopted by the Board on February 18, 2021.

### Article 2. DEFINITIONS

- 2.1 **Definitions.** In this Plan, unless the context otherwise requires, the following terms and expressions shall have the following meanings:
- (a) “**Account**” means an account maintained for each Participant as provided in Section 6.1;
  - (b) “**Administrator**” means, initially, the secretary of the Corporation and thereafter shall mean such director, officer or employee of the Corporation as may be designated from time to time by the Board;
  - (c) “**Award**” means a grant of RSUs in accordance with Article 4;
  - (d) “**Board**” means the board of directors of the Corporation;
  - (e) “**business day**” means a day, other than Saturday, Sunday or a day on which the principal commercial banking institutions in Montréal, Québec are, or the Exchange is, closed;
  - (f) “**Change of Control**” means a *bona fide* takeover offer is made to a Participant or to shareholders generally or to the Corporation, which includes among other transactions (i) an offer to acquire shares of the Corporation which, if successful, would result in the offeror exercising control over the Corporation within the meaning of the *Securities Act* (Ontario), or (ii) the completion of a transaction involving the Corporation under which, following such transaction, the shareholders of the Corporation prior to such transaction hold less than 50% of the total voting securities of the resulting or successor corporation following such completion;
  - (g) “**Common Shares**” means the common shares of the Corporation;
  - (h) “**Corporation**” means Aya Gold & Silver Inc.;
  - (i) “**Director**” means a member of the Board;
  - (j) “**Eligible Participant**” means any Director, officer, employee or service provider (as discussed in Section 613(b) of the TSX Company Manual; “**Consultant**”) of the Corporation and any officer, employee or Consultant of any Subsidiary;
  - (k) “**Exchange**” means the Toronto Stock Exchange or if the Common Shares are not listed on the Toronto Stock Exchange, such other stock exchange on which the Common Shares are

listed, or if the Common Shares are not listed on any stock exchange, the over-the-counter market;

- (l) “**Insider**” means an insider as defined in the TSX Company Manual;
- (m) “**Market Price**” as at any date in respect of a Common Share means the volume-weighted average price of the Common Shares on the Exchange for the five trading days immediately preceding such date, but if the Common Shares did not trade on such trading days, the Market Price shall be average of the bid and ask prices in respect of the Common Shares at the close of trading on such trading day;
- (n) “**Non-Executive Director**” means any Director of the Corporation who is not an employee or officer of the Corporation or any of its affiliates;
- (o) “**outstanding**” is determined on the basis of the number of Common Shares that are outstanding immediately prior to the grant of an Award in question;
- (p) “**Participant**” means an Eligible Participant who holds RSUs;
- (q) “**Personnel Representative**” means:
  - (i) in the case of a deceased Participant, the estate of the Participant represented by the person entitled by law to act on its behalf, and
  - (ii) in the case of a Participant who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Participant;
- (r) “**Plan**” means this Restricted Share Unit Plan of the Corporation;
- (s) “**Restricted Share Unit**” or “**RSU**” means a unit credited by means of a bookkeeping entry to an Account in accordance with the provisions hereof, the value of which, on a particular date, shall be equal to the Market Price of one Common Share;
- (t) “**RSU Award Agreement**” means the document evidencing the terms and conditions under which an Award has been granted under this Plan, substantially in the form attached hereto as Exhibit A;
- (u) “**Share Compensation Arrangement**” means any stock option, share unit plan or any other share-based compensation or incentive mechanism involving the issuance or potential issuance of Common Shares;
- (v) “**Subsidiary**” means any entity in respect of which more than 50% of the securities with voting rights thereof are held directly or indirectly by the Corporation or is otherwise controlled by the Corporation;
- (w) “**Termination Date**” the date on which for any reason a Participant ceases to be a Director (and is not otherwise an employee of the Corporation), officer, employee or Consultant of the Corporation, excluding any notice period awarded by the Corporation, or required by employment law or by court judgments and includes termination from the Board, termination of employment or of a contract, voluntary resignation, retirement from the workforce, permanent disability or death of a Participant; and

- (x) “**Vested Restricted Share Unit**” or “**Vested RSU**” has the meaning attributed to these expressions in Section 6.2; and
- (y) “**Vesting Date**” means, with respect to a Restricted Share Unit granted to a Participant and unless otherwise provided in an RSU Award Agreement, December 31 of the year which is three (3) years after the year in which the Award was granted.
- (z) “**Withholding Tax Amount**” has the meaning ascribed to that expression in Section 10.1.

Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

### **Article 3. ADMINISTRATION**

#### **3.1 General**

- (a) The Plan shall be administered by the Board or a committee of the Board consisting of not less than three Directors, assisted by the Administrator. If a committee of the Board is authorized for this purpose, all references to the Board in the Plan are deemed to be references to such committee.
- (b) Subject to the terms and conditions of the Plan, the Board shall have authority to:
  - (i) grant Awards to Eligible Participants;
  - (ii) determine the terms, limitations, restrictions and conditions respecting each Award;
  - (iii) interpret the Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem necessary or advisable; and
  - (iv) make all other determinations and take all other actions in connection with the implementation and administration of the Plan as it may deem necessary or advisable.
- (c) The interpretation by the Board of any of the provisions of the Plan and any determination pursuant thereto shall be final and conclusive and shall not be subject to any dispute by any Participant. No Director or any person acting pursuant to authority delegated by the Board (including the Administrator) hereunder shall be liable for any action or determination made or taken in good faith in connection with the Plan.

### **Article 4. RESTRICTED SHARE UNITS AWARDS**

- 4.1 **Grant of RSUs.** Subject to the provisions of the Plan, the Board may grant RSUs to Eligible Participants. At such time, the Board shall also determine, in connection with each Award, the effective date thereof, the number of RSUs to be allocated, the terms and conditions of vesting, if any, the RSU Vesting Date and such other terms and conditions which the Board considers appropriate to the Award in question, and which terms and conditions need not be identical as between any two Awards, whether or not contemporaneous.

4.2 **RSU Award Agreements and Account.** Each Award will be evidenced by an RSU Award Agreement and RSUs granted pursuant to the Plan shall be credited to an Account.

4.3 **Shares Reserved**

- (a) The number of Common Shares issuable under the Plan, combined with the number of Common Shares issuable under all Share Compensation Arrangements, shall not exceed 10% of the outstanding Common Shares as at the date of any Award.
- (b) (i) The maximum aggregate number of Common Shares reserved for issuance to all Non-Executive Directors under the Plan and all other Share Compensation Arrangements shall not exceed 1% of the total number of Common Shares then outstanding; (ii) the maximum value of Awards granted under the Plan to any Non-Executive Director in a one-year period shall not exceed \$100,000; and (iii) the maximum aggregate value of all Awards granted under the Plan to any Non-Executive Director in a one-year period combined with the value of all grants under all other Share Compensation Arrangements in such one-year period shall not exceed \$150,000. The foregoing limitations do not apply to grants made *in lieu* of Directors' fees payable in cash or to a one-time initial grant under any Share Compensation Arrangement made to a Director joining the Board.
- (c) The total number of Common Shares covered by Awards granted to a given Participant shall not exceed five percent (5%) of the total number of Common Shares outstanding as at the date of any Award.
- (d) The total number of Common Shares issued to Insiders of the Corporation during any one-year period and issuable at any time under the Plan and any other Share Compensation Arrangements shall not exceed ten percent (10%) of the total number of Common Shares outstanding as at the date of any Award, respectively.

Any Common Share underlying an RSU that has vested and was settled or that, for any reason, is cancelled or terminated without having vested shall again be available for an Award or for the purposes of other Share Compensation Arrangements.

4.4 **No entitlement unless vested.** For greater certainty, no Participant nor any Personal Representative shall be entitled to any benefit hereunder in respect of any Restricted Share Units that are not Vested Restricted Share Units.

## **Article 5. PAYMENT OF BENEFITS**

5.1 **Payment of benefits**

- (a) Unless otherwise approved by the Board and provided for in the applicable RSU Award Agreement, Restricted Share Units shall be paid in accordance with Paragraph 5.1(b) as soon as practicable after each Vesting Date for such Restricted Share Units.
- (b) The Corporation shall, in satisfaction of its payment obligations hereunder and in its sole discretion, either:
  - (i) pay to the Participant, or to the Participant's Personnel Representative, a lump sum cash payment, net of any Withholding Tax Amount, equal to the number of RSUs

credited to the Participant's Account with respect to the applicable Vesting Date multiplied by the Market Price of one Common Share on the Vesting Date; or

- (ii) deliver to the Participant, or to the Participant's Personnel Representative, that number of Common Shares issued from its share capital equal to the whole number of RSUs credited to the Participant's Account with respect to the applicable Vesting Date, plus a cash settlement of any fraction of a RSU, provided that the Corporation shall be entitled to sell a portion of the Common Shares to fund payment of the Withholding Tax Amount as contemplated in Section 10.1 as well as the costs, if any, associated with the delivery of Common Shares as a method of payment of the Vested RSUs.

- 5.2 **Blackout Periods.** If the Vesting Date of any RSU falls during a restricted trading period imposed by the Corporation in accordance with applicable securities laws (a "**Blackout Period**"), such date shall be extended for a period ending on the tenth business day after the expiry date of the Blackout Period.

## Article 6. PARTICIPANT'S ACCOUNT

- 6.1 **Account.** The Corporation shall maintain or cause to be maintained in its records an Account for each Participant recording at all times the number of RSUs credited to the Participant. Upon payment in satisfaction of RSUs in accordance with Article 5, the Participant's entitlement to receive any and all amounts in respect of RSUs so paid shall be fully discharged and satisfied and such RSUs shall be cancelled and thereupon deleted from the Account of such Participant.
- 6.2 **Vested RSUs.** All Restricted Share Units recorded in a RSU Participant's Restricted Share Unit Account which have vested in accordance with the Plan or as provided for in the applicable respective RSU Award Agreement and are not forfeited hereunder are referred to herein as "**Vested Restricted Share Units**" or "**Vested RSUs**".

## Article 7. RIGHTS OF PARTICIPANTS

- 7.1 **No Right to Employment or Service.** The Plan does not give any Eligible Participant the right or obligation to become or to continue to serve as a Director, officer, employee or Consultant, as the case may be, of the Corporation or any of its Subsidiaries. The grant of Awards to any Eligible Participant is a matter to be determined solely in the discretion of the Board.
- 7.2 **Legal Ownership of Common Shares.** Nothing contained in the Plan nor in any RSU granted thereunder shall be deemed to give any Participant any interest or title in or to any Common Shares or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than as set forth in the Plan.
- 7.3 **Administrative requirements.** The grant of an Award shall be conditional upon the Eligible Participant to whom the Award is granted completing, signing and delivering to the Corporation all documents as may be required by the Corporation.
- 7.4 **Prohibition on Transfer.** Subject to Paragraph 5.1(b), RSUs shall not be transferable or assignable, in whole or in part.

## 7.5 Termination of Employment

- (a) Subject to the provisions of any applicable RSU Award Agreement, upon the Participant incurring a Termination Date prior to the Vesting Date, all Restricted Share Units previously credited to such Participant's Account which did not become Vested Restricted Share Units on or prior to the Participant's Termination Date shall be terminated and forfeited as of the Termination Date.
- (b) If the relationship of the Participant with the Corporation is terminated for any reason prior to the vesting of the Restricted Share Units, whether or not such termination is with or without notice, adequate notice or legal notice or is with or without legal or just cause, the Participant's rights shall be strictly limited to those provided for in this Section 7.5, or as otherwise provided in the applicable RSU Award Agreement between the Participant and the Corporation. Unless otherwise specifically provided in writing, the Participant shall have no claim to, or in respect of, any Restricted Share Units which may have or would have vested had due notice of termination of employment been given, nor shall the Participant have any entitlement to damages or other compensation or any claim for wrongful termination or dismissal in respect of any Restricted Share Units or loss of profit or opportunity which may have or would have vested or accrued to the Participant if such termination or dismissal had not occurred or if due notice of termination had been given.

## Article 8. AMENDMENT, SUSPENSION AND TERMINATION

- 8.1 **General.** The Board may amend, suspend or terminate the Plan or any portion thereof at any time in accordance with applicable legislation, subject to any required approval. No such amendment, suspension or termination shall alter or impair any right granted previously to any Participant without the consent of such Participant. If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan, shall continue in effect during such time as an RSU or any rights pursuant thereto remain outstanding.
- 8.2 **Consent of Participants.** Subject to Section 8.4, and with the consent of the affected Participants, the Board may amend or modify any outstanding RSU in any manner, to the extent that the Board would have had the authority to initially grant such RSU as so modified or amended, subject to the prior approval of the Exchange, if required.
- 8.3 **No Shareholder Approval.** Pursuant to the policies of the Exchange and subject to Section 8.4, the Board may make the following amendments to the Plan or a RSU granted under the Plan, as applicable, without obtaining approval of any shareholder of the Corporation:
  - (a) amendments that may be necessary to ensure that the Plan complies with applicable laws and regulations;
  - (b) amendments respecting the administration of the Plan;
  - (c) an amendment to correct or rectify an ambiguity, an inapplicable provision, an error, an omission or other similar amendment of a housekeeping nature;
  - (d) amendments to the termination provisions of Awards or the Plan which do not entail an extension beyond their respective original expiry date;

- (e) amendments ensuring that Awards will comply with any provisions respecting the income tax and other laws in force in any country or jurisdiction of which a Participant to whom an RSU has been granted may from time to time be a resident or a citizen; and
- (f) any other amendments not requiring shareholder approval under applicable laws or regulations or Section 8.4.

8.4 **Shareholder Approval.** The Board may not, without the approval of the Corporation's shareholders, make amendments to the Plan or an RSU granted under the Plan with respect to the following:

- (a) any change to remove or to exceed the limits set out in Section 4.3;
- (b) a change to the term of an RSU;
- (c) subject to Paragraph 8.3(c), any amendment to Section 8.3 and to this Section 8.4.

8.5 **Effect of Termination.** If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force at the time of the Plan shall continue in effect as long as any RSU remains outstanding. However, notwithstanding the termination of the Plan, the Board may make any amendments to the Plan or to any outstanding RSU that the Board would have been entitled to make if the Plan were still in effect.

## **Article 9. ADJUSTMENTS, REORGANIZATIONS AND DIVIDENDS**

### **9.1 Capital Adjustments**

- (a) The existence of RSUs shall not affect in any way the right of the Corporation to make or authorize any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution of the Corporation's assets to shareholders or any other change affecting the Common Shares. However, such adjustments as are required to reflect such change shall be made with respect to each Participant's Account, as the Board in its discretion may deem appropriate to reflect such change.
- (b) In the event that the Corporation has paid any dividends on the Common Shares since the credit of a RSU to a Participant Account (other than a dividend payable in Common Shares), there shall be credited to the Participant Account that number of additional RSUs equal to: (a) the product of the aggregate number of RSUs credited to the Participant's Account on the record date of the dividend multiplied by the per share amount of such dividend (or, in the case of any dividend payable in property other than cash, the per share value of such dividend, as determined by the Board and subject to Exchange approval), divided by (b) the Market Price on the date the dividend is paid.
- (c) In the event that the Corporation has paid any dividends on the Common Shares in additional Common Shares since the credit of a RSU to a Participant Account (other than a cash dividend payable in Common Shares at the election of the holder), the number of RSUs credited to the Participant Account shall be increased by a number equal to the product of (a) the aggregate number of RSUs credited to the Participant Account prior to the payment of the dividend, multiplied by (b) the number of Common Shares (including any fraction thereof) payable as a dividend on one Common Share.

Any additional RSU's granted pursuant to these Paragraphs 9.1(b) and (c) shall vest and be settled in the same manner as the underlying RSU to which it relates.

- 9.2 **Fluctuation in Common Share Price.** No amount will be paid to, or in respect of, a Participant under this Plan or pursuant to any Share Compensation Arrangements, and no RSU will be granted to such Participants to compensate for a downward fluctuation in the price of a Common Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.
- 9.3 **Effect of a Change of Control.** In the event of a Change of Control, all RSUs held by any Participant or a Participant's Personal Representative shall, subject to the approval of the Exchange and other applicable regulatory authority and further subject to the provisions of any written agreement between the Participant and the Corporation, if any, vest immediately prior to the Change of Control, and all RSUs held by the Participant or the Participant's Personal Representative shall be paid at the time the Change of Control becomes effective. Upon such payment, all rights of the Participant or the Participant's Personal Representative to the RSU shall terminate and cease to have further force or effect whatsoever. The amount payable for each RSU shall be equal to the Transaction Price (as defined below), less the applicable Withholding Tax Amount. For purposes of this Section 9.3, "**Transaction Price**" means the fair market value of a Common Share equal to the consideration payable per Common Share in relation to the Change of Control.

#### **Article 10. TAX**

- 10.1 **Withholding Tax Amount.** Prior to the delivery of any Common Shares or cash under this Plan, the Corporation shall have the power and the right to deduct or withhold, or to require a Participant to remit to the Corporation, an amount sufficient to satisfy any federal, provincial, local and foreign taxes, pension plan contributions, employment insurance premiums and any other required deductions (collectively referred to herein as "**Withholding Tax Amount**") that the Corporation determines is required to be withheld to comply with applicable laws. The Corporation shall make any withholdings or deductions in respect of Withholding Tax Amount as required by law or the interpretation or administration thereof. The Corporation shall be entitled to make arrangements to sell a sufficient number of Common Shares to be issued pursuant to the Plan to fund the payment and remittance of Withholding Tax Amount that are required to be deducted or withheld and any associated costs (including fees).

#### **Article 11. UNSECURED PLAN**

- 11.1 **Unsecured Plan.** Unless otherwise determined by the Board, the Plan will at all times remain unfunded and the obligations of the Corporation under the Plan shall be general unsecured obligations of the Corporation and any amounts due to Participants under the Plan shall be paid out of the general assets of the Corporation. The Corporation shall not segregate any assets for the purpose of funding its obligations with respect to RSUs credited to an Account. Neither the Corporation nor the Board shall be deemed to be a trustee of any amounts to be distributed or paid pursuant to the Plan. No liability or obligation of the Corporation pursuant to the Plan shall be deemed to be secured by any pledge of, or encumbrance on, any property of the Corporation or any Subsidiary.

**Article 12. COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 **Compliance with Applicable Laws.** Any obligation of the Corporation with respect to the Common Shares in accordance with the terms of this Plan is subject to compliance with all applicable laws, regulations, rules, orders of governmental or regulatory authorities and the requirements of the Exchange. Notwithstanding any other provision of this Plan, if the Corporation, in its sole discretion, determines that it is not desirable or feasible to provide for the settlement of RSUs in Common Shares in accordance with Subparagraph 5.1(b)(ii) above, including by reason of any such laws, regulations, rules, orders or requirements, such obligation shall be satisfied by means of a cash payment determined in accordance with Subparagraph 5.1(b)(i) above, net of applicable withholdings. Each Participant shall comply with all such laws, regulations, rules, orders and requirements, and shall furnish the Corporation with any and all information and undertakings as may be required to ensure compliance therewith.

[\*\*\*]

**Exhibit A**  
**RESTRICTED SHARE UNIT RSU AWARD AGREEMENT**  
*[Unvested]*

Name of Participant:	_____
Residence Address of Participant:	_____
	_____
Total Number of Restricted Share Units:	_____
Date of Grant (actual date of issuance):	_____

THIS AGREEMENT, dated as of the Date of Grant, between AYA GOLD & SILVER INC. (the “**Corporation**”), and the participant named above (the “**Participant**”), is entered into pursuant to the Aya Gold & Silver Inc. Restricted Share Unit Plan (as amended from time to time, the “**Plan**”). All capitalized terms used but not otherwise defined herein shall have the meanings given them in the Plan.

WHEREAS the Corporation has adopted and maintains the Plan to promote the interests of the Corporation by providing officers, employees or Consultants providing services to, or for the benefit of, the Corporation with an appropriate incentive to encourage them to continue providing such services and to improve the growth and profitability of the Corporation; and

WHEREAS the Corporation desires to grant, and the Participant desires to accept, Restricted Share Units under the Plan in accordance with the terms and conditions of this RSU Award Agreement and the Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1.1 **Grant of Restricted Share Units.** Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Corporation hereby grants to the Participant the number of Restricted Share Units specified above.
- 1.2 **Date of Grant.** The Restricted Share Units are hereby granted on and effective as of the Date of Grant specified above.
- 1.3 **Vesting.** Restricted Share Units issued under the Plan shall vest as provided in the Plan.
- 1.4 **Entitlement of the Restricted Share Units.** Payment in respect of a Vested Restricted Share Units shall be made as provided in the Plan.
- 1.5 **Incorporation of Plan.** All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this RSU Award Agreement, the terms and conditions of the Plan, as interpreted by the Board, shall govern. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. The Participant hereby acknowledges that, subject to the powers and limitations established by the Board, all decisions, determinations and interpretations of the Board in respect of the Plan, this RSU Award Agreement and the Restricted Share Units evidenced hereby shall be final and conclusive.
- 1.6 **Tax.** Participant should consult his or her own tax advisor regarding the U.S. or Canadian federal, state and local, and foreign tax consequences of participation in the Plan.

- 1.7 **Termination of Employment.** Without limiting the generality of the foregoing, the Participant hereby acknowledges and agrees that all Restricted Share Units previously credited to the Participant's Restricted Share Unit Account which did not become Vested Restricted Share Units on or prior to the Participant's Termination Date shall be terminated and forfeited by the Participant as of such Termination Date. For the purposes of the Plan, the Participant's Termination Date shall be the earlier of (i) the date of the Participant's death, or (ii) the date of termination of the Participant's employment with the Corporation and/or any Affiliate for any reason whatsoever, being the Participant's last day of actual and active employment, without regard to any period of notice or pay in lieu of notice which follows the Participant's last day of actual and active employment.
- 1.8 **Miscellaneous.** This Agreement shall be governed by, and shall be construed and administered according to, the laws of the Province of Ontario, without reference to principles of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be duly executed by its duly authorized officer and the Participant has signed this RSU Award Agreement on his or her own behalf, thereby representing that he or she has carefully read and understands this RSU Award Agreement and the Plan, as of the date first written above.

AYA GOLD & SILVER INC.

By: \_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_  
 [Participant Signature]

**SCHEDULE D:  
DEFERRED SHARE UNIT PLAN**

On motion duly made and seconded, be it resolved that:

1. the adoption by Aya Gold & Silver Inc. (“Aya”) of its Deferred Share Unit Plan (the “Deferred Plan”), as appended to the Management Proxy Circular of Aya prepared for the purposes of the 2021 Annual General Meeting of its shareholders (the “Circular”), be and is hereby approved;
2. the number of common shares of Aya reserved for issuance under the Deferred Plan, combined with the number of common shares issuable under all share compensation arrangements (as defined in the Deferred Plan) of Aya, shall not exceed 10% of Aya’s outstanding common shares as at the date of any grant of deferred share units;
3. the 29,472 deferred share units already granted under the Deferred Plan, as described in the Circular, be and are hereby ratified;
4. Aya shall have the ability to continue granting deferred share units under the Deferred Plan until June 10, 2024; and
5. any director or officer of Aya is hereby authorized to execute (whether under the corporate seal of Aya or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable in connection with such approval, the execution of any such document of the doing of any such other act or thing by any director or officer of Aya being conclusive evidence of such determination.

**AYA GOLD & SILVER INC.**

**DEFERRED SHARE UNIT PLAN**

## DEFERRED SHARE UNIT PLAN

### Article 1. PURPOSE

- 1.1 **Purpose.** The purpose of the Plan is to advance the interests of the Corporation by attracting and retaining highly competent persons as Directors, officers and employees, to allow such persons to participate in the long-term success of the Corporation and to promote a greater alignment of interests between the Participants and the shareholders of the Corporation.
- 1.2 **Effective Date.** This Plan was adopted by the Board on February 18, 2021.

### Article 2. DEFINITIONS

- 2.1 **Definitions.** In this Plan, unless the context otherwise requires, the following terms and expressions shall have the following meanings:
- (a) “**Account**” means an account maintained for each Participant as provided in Article 6;
  - (b) “**Adjustment Factor**” means such multiplier as the Board determines appropriate from time-to-time with respect to calculating the number of DSUs to be granted in lieu of earned amounts that would otherwise be payable in cash but are to be deferred through the issuance of DSUs as set out from time-to-time by the Board in the applicable DSU Award Agreement;
  - (c) “**Administrator**” means, initially, the secretary of the Corporation and thereafter shall mean such Director, officer or employee of the Corporation as may be designated from time to time by the Board;
  - (d) “**Annual Board Retainer**” means the annual retainer paid by the Corporation to a Director in a fiscal year for service on the Board in any capacity, including as a Board committee member or chair;
  - (e) “**Award**” means a grant of DSUs to a Participant in accordance with Section 4.1;
  - (f) “**Board**” means the board of directors of the Corporation;
  - (g) “**business day**” means a day, other than Saturday, Sunday or a day on which the principal commercial banking institutions in Montréal, Québec are, or the Exchange is, closed;
  - (h) “**Change of Control**” means a *bona fide* takeover offer is made to a Participant or to shareholders generally or to the Corporation, which includes among other transactions (i) an offer to acquire shares of the Corporation which, if successful, would result in the offeror exercising control over the Corporation within the meaning of the *Securities Act* (Ontario), or (ii) the completion of a transaction involving the Corporation under which, following such transaction, the shareholders of the Corporation prior to such transaction hold less than 50% of the total voting securities of the resulting or successor corporation following such completion;
  - (i) “**Common Shares**” means the common shares of the Corporation;
  - (j) “**Corporation**” means Aya Gold & Silver Inc.;
  - (k) “**Deferred Share Units**” or “**DSUs**” means a unit credited by means of a bookkeeping entry to an Account in accordance with the provisions hereof, the value of which, on a particular date, shall be equal to the Market Price of one Common Share;
  - (l) “**Director**” means a member of the Board;

- (m) **“DSU Award Agreement”** means the document evidencing the terms and conditions under which an Award has been granted under this Plan, substantially in the form attached hereto as Schedule A;
- (n) **“Eligible Participant”** means any Director, officer or employee of the Corporation and any employee of any Subsidiary;
- (o) **“Exchange”** means the Toronto Stock Exchange or if the Common Shares are not listed on the Toronto Stock Exchange, such other stock exchange on which the Common Shares are listed, or if the Common Shares are not listed on any stock exchange, the over-the-counter market;
- (p) **“Insider”** means an insider as defined in the TSX Company Manual.
- (q) **“Market Price”** as at any date in respect of a Common Share means the volume-weighted average price of the Common Shares on the Exchange for the five trading days immediately preceding such date, but if the Common Shares did not trade on such trading days, the Market Price shall be the average of the bid and ask prices in respect of the Common Shares at the close of trading on such trading day;
- (r) **“Non-Executive Director”** means any Director of the Corporation who is not an employee or officer of the Corporation or any of its affiliates;
- (s) **“outstanding”** is determined on the basis of the number of Common Shares that are outstanding immediately prior to the grant of Award in question;
- (t) **“Participant”** means an Eligible Participant who holds DSUs;
- (u) **“Personnel Representative”** means:
  - (i) in the case of a deceased Participant, the estate of the Participant represented by the person entitled by law to act on its behalf, and
  - (ii) in the case of a Participant who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Participant;
- (v) **“Plan”** means this Deferred Share Unit Plan of the Corporation;
- (w) **“Quarterly Conversion Date”** means with respect to any fiscal quarter, the date used to determine the Market Price of a Common Share for the purposes of determining the number of Deferred Share Units to be credited with respect of that fiscal quarter to a Director’s Account, which shall be, unless otherwise determined by the Board and subject to Section 5.3, the last business day of the fiscal quarter in respect of which the Deferred Share Units are credited;
- (x) **“Settlement Date”** has the meaning ascribed to that expression in Section 5.1;
- (y) **“Share Compensation Arrangement”** means any stock option, share unit plan or any other share-based compensation or incentive mechanism involving the issuance or potential issuance of Common Shares;
- (z) **“Subsidiary”** means any entity in respect of which more than 50% of the securities with voting rights thereof are held directly or indirectly by the Corporation or is otherwise controlled by the Corporation;
- (aa) **“Termination Date”** means the date on which for any reason other than for cause a Participant ceases to be a Director (and is not otherwise an employee of the Corporation), officer or employee of the Corporation, excluding any notice period awarded by the Corporation, or required by employment law or by court judgments and includes

termination from the Board, termination of employment, voluntary resignation, retirement from the workforce, permanent disability or death of a Participant; and

- (bb) “**Withholding Tax Amount**” has the meaning ascribed to that expression in Section 10.1.

Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

### **Article 3. ADMINISTRATION**

#### **3.1 General.**

- (a) The Plan shall be administered by the Board or a committee of the Board consisting of not less than three Directors, assisted by the Administrator. If a committee of the Board is authorized for this purpose, all references to the Board in the Plan are deemed to be references to such committee.
- (b) Subject to the terms and conditions of the Plan, the Board shall have authority to:
- (i) grant Awards to Eligible Participants;
  - (ii) determine the terms, limitations, restrictions and conditions respecting each Award;
  - (iii) interpret the Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem necessary or advisable; and
  - (iv) make all other determinations and take all other actions in connection with the implementation and administration of the Plan as it may deem necessary or advisable.
- (c) The interpretation by the Board of any of the provisions of the Plan and any determination pursuant thereto shall be final and conclusive and shall not be subject to any dispute by any Participant. No Director or any person acting pursuant to authority delegated by the Board (including the Administrator) hereunder shall be liable for any action or determination made or taken in good faith in connection with the Plan.

### **Article 4. DEFERRED SHARE UNIT AWARDS**

4.1 **Grants of DSUs.** Subject to the provisions of the Plan, the Board may grant DSUs to Eligible Participants. At such time, the Board shall determine, in connection with each Award, the effective date thereof, the number of DSUs to be allocated and such other terms and conditions which the Board considers appropriate to the Award in question, and which terms and conditions need not be identical as between any two Awards, whether or not contemporaneous.

#### **4.2 Terms of DSUs.**

- (a) Deferred Share Units granted pursuant to the Plan shall be credited to an Account. In the case of DSUs granted in lieu of a Director’s Annual Board Retainer, the number of DSUs granted shall be equal to the product of the Annual Board Retainer to be deferred multiplied by the applicable Adjustment Factor, divided by the Market Price per Common Share on the Quarterly Conversion Date. Subject to Section 5.3, the resulting number of DSUs shall be credited effective the first business day following the last day of each fiscal quarter for which the Annual Board Retainer is payable.
- (b) DSUs may also be granted on such terms as shall be determined by the Board and set out in a DSU Award Agreement.

#### 4.3 **Shares reserved.**

- (a) The number of Common Shares issuable under the Plan, combined with the number of Common Shares issuable under all Share Compensation Arrangements, shall not exceed 10% of the outstanding Common Shares as at the date of any Award.
- (b) (i) The maximum aggregate number of Common Shares reserved for issuance to all Non-Executive Directors under the Plan and all other Share Compensation Arrangements shall not exceed 1% of the total number of Common Shares then outstanding; (ii) the maximum value of Awards granted under the Plan to any Non-Executive Director in a one-year period shall not exceed \$100,000; and (iii) the maximum aggregate value of all Awards granted under the Plan to any Non-Executive Director in a one-year period combined with the value of all grants under all other Share Compensation Arrangements in such one-year period shall not exceed \$150,000. The foregoing limitations do not apply to grants made *in lieu* of Directors' fees payable in cash or to a one-time initial grant under any Share Compensation Arrangement made to a Director joining the Board.
- (c) The total number of Common Shares covered by Awards granted to a given Participant shall not exceed five percent (5%) of the total number of Common Shares outstanding as at the date of any Award.
- (d) The total number of Common Shares issued to Insiders of the Corporation during any one-year period and issuable at any time under the Plan and any other Share Compensation Arrangements shall not exceed ten percent (10%) of the total number of Common Shares outstanding as at the date of any Award, respectively.
- (e) Any Common Share underlying a DSU that for any reason is cancelled or terminated without having vested shall again be available for an Award or for the purposes of other Share Compensation Arrangements.

### **Article 5. PAYMENT OF BENEFITS**

- 5.1 **Settlement Date.** All of the DSUs credited to the Participant's Account, as may be adjusted pursuant to Section 9.1 hereof, shall be paid by the Corporation following such Participant's Termination Date, but in no event later than December 15 following the calendar year during which the Termination Date occurred (the "**Settlement Date**").
- 5.2 **Payment of Benefits.** After the Termination Date of a Participant, the Corporation shall, in satisfaction of its obligations hereunder and in its sole discretion, either:
  - (a) pay to the Participant, or to the Participant's Personal Representative, on the Settlement Date, a lump sum cash payment, net of any applicable Withholding Tax Amount, equal to the number of DSUs credited to the Participant's Account as of the Settlement Date multiplied by the Market Price of one Common Share on the Settlement Date; or
  - (b) deliver to the Participant, or to the Participant's Personal Representative, on the Settlement Date, that number of Common Shares issued from its share capital equal to the whole number of DSUs credited to the Participant's Account as of the Settlement Date, plus a cash settlement of any fraction of a DSU, provided that the Corporation shall be entitled to sell a portion of the Common Shares to fund payment of the Withholding Tax Amount as contemplated in Section 10.1 as well as the costs, if any, associated with the delivery of Common Shares as a method of payment of the DSUs.
- 5.3 **Blackout Periods.** If the Settlement Date of any DSU or the Quarterly Conversion Date falls during a restricted trading period imposed by the Corporation in accordance with applicable

securities laws (a “**Blackout Period**”), such date shall be extended for a period ending on the tenth business day after the expiry date of the Blackout Period.

#### **Article 6. PARTICIPANT’S ACCOUNT**

- 6.1 **Participant Accounts.** The Corporation shall maintain or cause to be maintained in its records an Account for each Participant recording at all times the number of DSUs credited to the Participant. Upon payment in satisfaction of DSUs in accordance with Article 5, the Participant’s entitlement to receive any and all amounts in respect of DSUs so paid shall be fully discharged and satisfied and such DSUs shall be cancelled and thereupon deleted from the Account of such Participant.

#### **Article 7. RIGHTS OF PARTICIPANTS**

- 7.1 **No Right to Employment or Service.** The Plan does not give any Eligible Participant the right or obligation to become or to continue to serve as a Director, officer or employee, as the case may be, of the Corporation or any of its Subsidiaries. The grant of Awards to any Eligible Participant is a matter to be determined solely in the discretion of the Board.
- 7.2 **Legal Ownership of Common Shares.** Nothing contained in the Plan nor in any DSU granted thereunder shall be deemed to give any Participant any interest or title in or to any Common Shares of the Corporation or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than as set forth in the Plan.
- 7.3 **Administrative requirements.** The grant of an Award shall be conditional upon the Eligible Participant to whom the Award is granted completing, signing and delivering to the Corporation all documents as may be required by the Corporation.
- 7.4 **Prohibition on Transfer.** Subject to Section 5.2, DSUs shall not be transferable or assignable, in whole or in part.
- 7.5 **Termination.** If the relationship of the Participant with the Corporation is terminated for cause, the Participant’s rights shall be strictly limited to those provided for in this Section 7.5, or as otherwise provided in the applicable DSU Award Agreement between the Participant and the Corporation. Unless otherwise specifically provided in writing, the Participant shall have no claim to, or in respect of, any DSU outstanding as at the date of his or her termination for cause, nor shall the Participant have any entitlement to damages or other compensation or any claim for wrongful termination or dismissal in respect of any DSU or loss of profit or opportunity which may have or would have vested or accrued to the Participant if such termination or dismissal had not occurred or if due notice of termination had been given.

#### **Article 8. AMENDMENT, SUSPENSION AND TERMINATION**

- 8.1 **General.** The Board may amend, suspend or terminate the Plan or any portion thereof at any time in accordance with applicable legislation, subject to any required approval. No such amendment, suspension or termination shall alter or impair any right granted previously to any Participant without the consent of such Participant. If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan, shall continue in effect during such time as a DSU or any rights pursuant thereto remain outstanding.
- 8.2 **Consent of Participants.** Subject to Section 8.4, and with the consent of the affected Participants, the Board may amend or modify any outstanding DSU in any manner, to the extent that the Board

would have had the authority to initially grant such DSU as so modified or amended, subject to the prior approval of the Exchange, if required.

8.3 **No Shareholder Approval.** Pursuant to the policies of the Exchange and subject to Section 8.4, the Board may make the following amendments to the Plan or a DSU granted under the Plan, as applicable, without obtaining approval of any shareholder of the Corporation:

- (a) amendments that may be necessary to ensure that the Plan complies with applicable laws and regulations;
- (b) amendments respecting the administration of the Plan;
- (c) an amendment to correct or rectify an ambiguity, an inapplicable provision, an error, an omission or other similar amendment of a housekeeping nature;
- (d) amendments to the termination provisions of Awards or the Plan which do not entail an extension beyond their respective original expiry date;
- (e) amendments ensuring that Awards will comply with any provisions respecting the income tax and other laws in force in any country or jurisdiction of which a Participant to whom a DSU has been granted may from time to time be a resident or a citizen; and
- (f) any other amendments not requiring shareholder approval under applicable laws or regulations or Section 8.4.

8.4 **Shareholder Approval.** The Board may not, without the approval of the Corporation's shareholders, make amendments to the Plan or a DSU granted under the Plan with respect to the following:

- (a) any change to remove or to exceed the limits set out in Section 4.3;
- (b) an extension of the term of a DSU;
- (c) subject to Paragraph 8.3(c), any amendment to Section 8.3 and to this Section 8.4.

8.5 **Effect of Termination.** If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force at the time of the Plan shall continue in effect as long as any DSU remains outstanding. However, notwithstanding the termination of the Plan, the Board may make any amendments to the Plan or to any outstanding DSU that the Board would have been entitled to make if the Plan were still in effect.

## **Article 9. ADJUSTMENTS, REORGANIZATIONS AND DIVIDENDS**

9.1 **Capital Adjustments.**

- (a) The existence of DSUs shall not affect in any way the right of the Corporation to make or authorize any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution of the Corporation's assets to shareholders or any other change affecting the Common Shares. However, such adjustments as are required to reflect such change shall be made with respect to each Participant's Account, as the Board in its discretion may deem appropriate to reflect such change.
- (b) In the event that the Corporation has paid any dividends on the Common Shares since the credit of a DSU to a Participant Account (other than a dividend payable in Common Shares), there shall be credited to the Participant Account that number of additional DSUs equal to: (a) the product of the aggregate number of DSUs credited to the Participant's Account on the recod date of the dividend multiplied by the per share amount of such dividend (or, in the case of any dividend payable in property other than cash, the per share

value of such dividend, as determined by the Board and subject to Exchange approval), divided by (b) the Market Price on the date the dividend is paid.

- (c) In the event that the Corporation has paid any dividends on the Common Shares in additional Common Shares since the credit of a DSU to a Participant Account (other than a cash dividend payable in Common Shares at the election of the holder), the number of DSUs credited to the Participant Account shall be increased by a number equal to the product of (a) the aggregate number of DSUs credited to the Participant Account prior to the payment of the dividend, multiplied by (b) the number of Common Shares (including any fraction thereof) payable as a dividend on one Common Share.

Any additional DSU's granted pursuant to these Paragraphs 9.1(b) and (c) shall vest and be settled in the same manner as the underlying DSU to which it relates.

- 9.2 **Fluctuation in Common Share Price.** No amount will be paid to, or in respect of, a Participant under this Plan or pursuant to any Share Compensation Arrangements, and no DSU will be granted to such Participants to compensate for a downward fluctuation in the price of a Common Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

- 9.3 **Effect of a Change of Control.** In the event of a Change of Control, all DSUs held by any Participant or a Participant's Personal Representative shall, subject to the approval of the Exchange and other applicable regulatory authority and further subject to the provisions of any written agreement between the Participant and the Corporation, if any, vest immediately prior to the Change of Control, and all DSUs held by the Participant or the Participant's Personal Representative shall be paid at the time the Change of Control becomes effective. Upon such payment, all rights of the Participant or the Participant's Personal Representative to the DSU shall terminate and cease to have further force or effect whatsoever. The amount payable for each DSU shall be equal to the Transaction Price (as defined below), less the applicable Withholding Tax Amount. For purposes of this Section 9.3, "**Transaction Price**" means the fair market value of a Common Share equal to the consideration payable per Common Share in relation to the Change of Control.

## Article 10. TAX

- 10.1 **Withholding Tax Requirements.** In order to satisfy the Corporation's or a Subsidiary's obligation, if any, to remit an amount to a taxation authority on account of such taxes in respect of DSUs (the "**Withholding Tax Amount**"), each of the Corporation and such Subsidiary shall have the right, as its discretion, to:
- (a) retain and withhold amounts from any amount or amounts owing to the Participant or to the Participant's Personal Representative, whether under this Plan or otherwise;
  - (b) require the Participant or the Participant's Personal Representative to pay to the Corporation or the Subsidiary the Withholding Tax Amount as a condition of the payment of the DSUs; or
  - (c) withhold from the Common Shares otherwise deliverable to the Participant or to the Participant's Personal Representative such number of Common Shares as have a market value not less than the Withholding Tax Amount and cause such withheld Common Shares to be sold on the Participant's behalf to fund the Withholding Tax Amount, provided that any proceeds from such sale in excess of the Withholding Tax Amount shall be promptly paid to the Participant.

Notwithstanding the foregoing, nothing shall preclude the Corporation and the Participant or the Participant's Personal Representative from agreeing to use a combination of the methods described in this Section 10.1 or some other method to fund the Withholding Tax Amount.

**Article 11. UNSECURED PLAN**

- 11.1 **Unsecured Plan.** Unless otherwise determined by the Board, the Plan will at all times remain unfunded and the obligations of the Corporation under the Plan shall be general unsecured obligations of the Corporation and any amounts due to Participants under the Plan shall be paid out of the general assets of the Corporation. The Corporation shall not segregate any assets for the purpose of funding its obligations with respect to DSUs credited to an Account. Neither the Corporation nor the Board shall be deemed to be a trustee of any amounts to be distributed or paid pursuant to the Plan. No liability or obligation of the Corporation pursuant to the Plan shall be deemed to be secured by any pledge of, or encumbrance on, any property of the Corporation or any Subsidiary.

**Article 12. COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 **Compliance with Applicable Laws.** Any obligation of the Corporation with respect to the Common Shares in accordance with the terms of this Plan is subject to compliance with all applicable laws, regulations, rules, orders of governmental or regulatory authorities and the requirements of the Exchange. Notwithstanding any other provision of this Plan, if the Corporation, in its sole discretion, determines that it is not desirable or feasible to provide for the settlement of DSUs in Common Shares in accordance with Paragraph 5.2(b) above, including by reason of any such laws, regulations, rules, orders or requirements, such obligation shall be satisfied by means of a cash payment determined in accordance with Paragraph 5.2(a) above, net of any Withholding Tax Amount. Each Participant shall comply with all such laws, regulations, rules, orders and requirements, and shall furnish the Corporation with any and all information and undertakings as may be required to ensure compliance therewith.

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**SCHEDULE A****AYA GOLD & SILVER INC.****DEFERRED SHARE UNIT AGREEMENT**

This **DEFERRED SHARE UNIT AGREEMENT** is made effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between **AYA GOLD & SILVER INC.** (the “**Corporation**”) and the undersigned (the “**Participant**”), being a director, officer or employee of the Corporation or a Subsidiary of the Corporation designated pursuant to the terms of the Deferred Share Unit Plan of the Corporation, as may be amended from time to time (the “**Plan**”). Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Plan.

In consideration for the grant of DSUs made to the Participant pursuant to the Plan (the receipt and sufficiency of which are hereby acknowledged), the Participant hereby agrees and confirms that:

1. The Participant has received a copy of the Plan and has read, understands and agrees to be bound by the provisions of the Plan. The Participant acknowledges, among other things, that the Plan contains provisions relating to termination and restricting the transfer of rights or interests of Participants under the Plan.
2. The Participant accepts and consents to and shall be deemed conclusively to have accepted and consented to, and agreed to be bound by, the provisions and all terms of the Plan and all *bona fide* actions or decisions made by the Board, the Board, or any person to whom the Board may delegate administrative duties and powers in relation to the Plan, which terms and content shall also apply to and be binding on all successors and assigns of the Corporation and the Participant, including the estate of such Participant and the executor, liquidator, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant’s creditors.
3. The Participant hereby elects to receive ●% of his/her Annual Board Retainer for the remainder of the Corporation’s current fiscal year in the form of DSUs.
4. This Agreement shall be considered as part of and an amendment to the employment or service agreement between the Participant and the Corporation and the Participant hereby agrees that the Participant will not make any claim under that employment or service agreement for any rights or entitlement under the Plan or damages in lieu thereof, except as expressly provided in the Plan.
5. Participants who are “insiders” of the Corporation are required to file an insider report under Canadian securities laws in respect of the grant of DSUs and upon future conversion of these DSUs into DSU Shares and any subsequent sales of such DSU Shares.

This Agreement shall be determined in accordance with the laws of Ontario and the laws of Canada applicable therein.

Words used herein which are defined in the Plan shall have the respective meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

AYA GOLD & SILVER INC.

By: \_\_\_\_\_  
Name:  
Title:  
(Authorized Signing Officer)

Accepted: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*[Name]*

**SCHEDULE E:  
STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

The following compares Aya's governance practices against the requirements of National Policy 58-201-*Corporate Governance Guidelines* and diversity disclosure requirements provided in the *Canada Business Corporations Act*.

<b>Governance Guidelines</b>	<b>Aya's Practices</b>
<b>1. Board of Directors</b>	
(a) Disclose the identity of directors who are independent.	<p>The Board has determined, after reviewing the roles and relationships of each director or nominee director, that:</p> <ul style="list-style-type: none"> <li>• Dr Elena Clarici</li> <li>• Yves Grou</li> <li>• Dr Jürgen Hambrecht, and</li> <li>• Marc Nolet de Brauwere</li> </ul> <p>are all independent. In order to make that determination, the Board obtained information from the nominee directors by way of a questionnaire.</p>
(b) Disclose the identity of directors who are not independent, and describe the basis for that determination.	<p>Mr. Benoit La Salle is our President and Chief Executive Officer and, accordingly, is not independent. Historically, both Mr. Taub and Mr. Sofronis were independent. However, there was an overhaul of Aya's management in 2020. Messrs. Taub and Sofronis were instrumental in this overhaul and spearheaded the transition, taking executive level decisions while being heavily involved in the oversight of operations. Accordingly, the Board came to the conclusion that Messrs. Taub and Sofronis were no longer not non-independent from management.</p>
(c) Disclose whether or not a majority of directors are independent. If a majority of directors are not independent, describe what the board of directors (the Board) does to facilitate its exercise of independent judgement in carrying out its responsibilities.	<p>Four of the seven nominee directors are independent.</p>

**Governance Guidelines****Aya's Practices**

- (d) If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.
- Yves Grou is a director of SRG Mining Inc. (SRG; TSX Venture).
- Jürgen Hambrecht is a director of Nyxoah S.A. (NYXH; Euronext).
- Benoit La Salle is a director of: Earth Alive Clean Technologies Inc. (EAC; TSX Venture), GoviEx Uranium Inc. (GXU; TSX Venture), Sama Resources Inc. (SME; TSX Venture) and SRG Mining Inc. (SRG; TSX Venture).
- Robert Taub is a director of: Highcape Capital Acquisition Corp., US (CAPA: Nasdaq), Highcape Capital Acquisition II, US (HCCR; Nasdaq), and Nyxoah S.A (NYXH; Euronext);
- (e) Disclose whether or not the independent directors hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance. If the independent directors hold such meetings, disclose the number of meetings held since the beginning of the issuer's most recently completed financial year. If the independent directors do not hold such meetings, describe what the Board does to facilitate open and candid discussion among its independent directors.
- From time to time, the independent directors hold private meetings after meetings of the Board. One such meeting was held since the beginning of the issuer's most recently completed financial year.
- (f) Disclosure whether or not the chairman of the Board is an independent director. If the Board has a chair or lead director who is an independent director, disclose the identity of the independent chair or lead director, and describe his or her role and responsibilities. If the Board has neither a chair that is independent nor a lead director that is independent, describe what the Board does to provide leadership for its independent directors.
- Historically, the chair of the Board, Mr. Robert Taub, was an independent director. However, given the instrumental role he played in the 2020 overhaul of the management team, now led by Mr. La Salle, the Board came to the conclusion that Mr. Taub was no longer independent. As this is a new situation, the discussions regarding leadership for independent directors are ongoing at the Board.
- (g) Disclose the attendance record of each director for all Board meetings held since the beginning of the issuer's most recently completed financial year.
- There were 12 Board meetings in 2020. The following directors attended the number of meetings set forth opposite his or her name:  
 René Branchaud: 5  
 Elena Clarici: 11  
 Yves Grou: 6  
 Jurgen Hambrecht: 7  
 Benoit La Salle: 7  
 Nouredine Mokaddem: 5  
 Nikolaos Sofronis: 12  
 Robert Taub: 12

**Governance Guidelines****Aya's Practices**

Nicholas Taylor: 7

Martin Wong: 5

Messrs. Mokaddem and Wong left Aya on April 24, 2020, the day on which Mr. La Salle joined the Board while Mr. Grou joined on June 19, 2020. Mr. Taylor is not seeking re-election at your Meeting.

**2. Board Mandate**

Disclose the text of the Board's written mandate. If the Board does not have a written mandate, describe how the Board delineates its role and responsibilities.

The Board is ultimately responsible for the stewardship of Aya, providing guidance for our overall business and internal affairs and protecting shareholder rights. The Board does not actively manage but rather oversees the management functions delegated to the President and Chief Executive Officer and Aya's other officers. More specifically, the Board assumes, among other things, the following responsibilities directly or through committees of the Board:

- (1) the adoption of a strategic planning process and of the strategic directions arising therefrom as well as the critical assessment of these directions, of the actions taken to achieve them and the results of such actions;
- (2) the identification of the principal risks inherent to our activities and monitoring the implementation of steps and management systems to ensure proper management of these risks;
- (3) the adoption of a succession plan, including the appointment, training and monitoring of the officers;
- (4) to oversee our continuous disclosure program in order to satisfy itself that material information is disseminated in a timely fashion;
- (5) the adoption of appropriate policies and standards relating to corporate governance, business ethics and behaviour of members of Aya;
- (6) the monitoring of the integrity of internal controls and management of our information systems;

**Governance Guidelines****Aya's Practices**

- (7) the assessment of the performance of the officers, the establishment of executive compensation policies and the determination of the President and Chief Executive Officer's compensation;
- (8) the assessment of the performance of the Board, the establishment and updating of selection criteria for directors, the yearly formulation of a proposition with respect to the number of directors to be elected and the nomination of nominees to the Board as well as the determination of directors' compensation;
- (9) upon the Audit and Risk Management Committee's recommendation, the formulation of a recommendation with respect to the selection of the external auditors;
- (10) the appointment of committees of the Board, the determination of their mandates and the selection of their members; and
- (11) the selection of the Chair of the Board.

You can find the full mandate of the Board on our website at [www.ayagoldsilver.com](http://www.ayagoldsilver.com).

**3. Position Descriptions**

- (a) Disclose whether or not the Board has developed written position descriptions for the chair and the chair of each Board committee. If the Board has not developed written position descriptions for the chair and/or the chair of each Board committee, briefly describe how the Board delineates the role and responsibilities of each such position.
- (b) Disclose whether or not the Board and Chief Executive Officer have developed a written position description for the Chief Executive Officer. If the Board and Chief Executive Officer have not developed such a position description, briefly describe how the Board delineates the role and responsibilities of the Chief Executive Officer.

The Chair of the Board or of a Board committee is responsible for the management, development and effective performance of the Board or the Board committee. He or she directs and guides the committee on all aspects of its mandate and takes all reasonable measures to ensure that the committee fulfills its responsibilities. In the wake of the 2020 management overhaul, the Board intends to review the position descriptions for the Chair of the Board and of each Board Committee.

The Chief Executive Officer is primarily responsible for the overall management of our business and affairs, including establishing the strategic and operational priorities of Aya and providing leadership for the effective overall management of Aya. In the wake of the 2020 management overhaul, the Board intends to review the position description for the Chief Executive Officer.

**Governance Guidelines****Aya's Practices****4. Orientation and Continuing Education**

- (a) Briefly describe what measures the Board takes to orient new directors regarding
- (i) the role of the Board, its committees and its directors, and
  - (ii) the nature and operation of the issuer's business.
- (b) Briefly describe what measures, if any, the Board takes to provide continuing education for its directors. If the Board does not provide continuing education, describe how the Board ensures that its directors maintain the skill and knowledge necessary to meet their obligations as directors.

The Board takes the following steps to ensure that all new directors receive orientation regarding the role of the Board, its committees and the directors, as well as the operations of Aya.

Reports and other documentation relating to Aya's business and affairs are provided to new directors. The Board intends to make site visits when travel restrictions and other precautionary measures related to COVID-19 are lifted.

Orientation and education of directors is an ongoing matter. As such, ongoing informal discussions between management and members of the Board are encouraged and visits to Aya's operations were organized before the COVID-19 pandemic and will resume as soon as possible.

**5. Ethical Business Conduct**

- (a) Disclose whether or not the Board has adopted a written code for the directors, officers and employees. If the Board has adopted a written code:
- (i) disclose how a person or Corporation may obtain a copy of the code;
  - (ii) describe how the Board monitors compliance with its code, or if the Board does not monitor compliance, explain whether and how the Board satisfies itself regarding compliance with its code; and

The Board has adopted a written code to help its directors, officers and employees to take a consistent approach on key integrity issues.

The code of conduct is available on SEDAR at [www.sedar.com](http://www.sedar.com). A copy may be obtained upon written request to the secretary of Aya at 1320 Boulevard Graham, Suite 132, Ville Mont-Royal (Québec) H3P 3C8 Canada or by accessing our website at [www.ayagoldsilver.com](http://www.ayagoldsilver.com).

The Board has the responsibility of reviewing and monitoring Aya's controls and procedures to maintain the integrity and accuracy of Aya's financial reporting, internal controls and disclosure controls, information systems, and compliance with the code of conduct. Aya has developed and implemented various corporate policies, including a trading restrictions policy as well as anti-corruption policy. Aya periodically asks employees to acknowledge their commitment to the spirit and letter of our code of conduct. A procedure has been put in place so that employees may anonymously raise an integrity concern.

Governance Guidelines	Aya's Practices
<p>(iii) provide a cross-reference to any material change report filed since the beginning of the issuer's most recently completed financial year that pertains to any conduct of a director or executive officer that constitutes a departure from the code.</p>	<p>N/A</p>
<p>(b) Describe any steps the Board takes to ensure directors exercise independent judgement in considering transactions and agreements in respect of which a director or executive officer has a material interest.</p>	<p>In the event any transactions or agreements occur in respect of which a director or executive officer has a material interest, the matter must be initially reviewed by the Corporate Governance Committee and is then submitted to the Board. The Board may implement any measures that it finds necessary in order to ensure the exercise of independent judgment. In the event a director has a material interest in any transaction or agreement, such director shall abstain from voting on the subject matter. During the course of 2020, the Board established an <i>ad hoc</i> committee composed of independent directors only regarding the transaction involving the acquisition of Algold Resources Ltd. as two Aya directors are also on the board of directors of Algold Resources Ltd. The <i>ad hoc</i> committee had the mandate of reviewing and making the recommendations it deems appropriate to the Board regarding this transaction. In its work, the <i>ad hoc</i> committee was assisted by an independent financial advisor.</p>
<p>(c) Describe any other steps the Board takes to encourage and promote a culture of ethical business conduct.</p>	<p>The Board is committed to promote the highest standard of ethic and integrity in the pursuance of all of Aya's activities. Accordingly, directors, officers and employees are expected to act and to hold their office within Aya's best interests. In addition, the Board has adopted a policy on payments to governments and foreign officials to ensure that our operations overseas are conducted in an ethical manner.</p>
<p><b>6. Nomination of Directors</b></p>	
<p>(a) Describe the process by which the Board identifies new candidates for Board nomination.</p>	<p>The nomination of new candidates for Board nomination is determined by discussions between members of the Board and management.</p> <p>Any new appointee or nominee to the Board of Directors must have a favourable track record in general business management, special expertise in areas of strategic interest to Aya, the ability to</p>

**Governance Guidelines****Aya's Practices**

- (b) Disclose whether or not the Board has a nominating committee composed entirely of independent directors. If the Board does not have a nominating committee composed entirely of independent directors, describe what steps the Board takes to encourage an objective nomination process.
- (c) If the Board has a nominating committee, describe the responsibilities, powers and operation of the nominating committee.

devote the time required and a willingness to serve as a director.

The Board has a Corporate Governance and Compensation Committee composed of three independent directors.

The Corporate Governance and Compensation Committee shall identify and make recommendations with respect to qualified candidates for nomination as directors. Proposed nominations are subject to review and approval from the Board.

**7. Compensation**

- (a) Describe the process by which the Board determines the compensation for the issuer's directors and officers.
- (b) Disclose whether or not the Board has a compensation committee composed entirely of independent directors. If the Board does not have a compensation committee composed entirely of independent directors, describe what steps the Board takes to ensure an objective process for determining such compensation.
- (c) If the Board has a compensation committee, describe the responsibilities, powers and operation of the compensation committee.

On an annual basis, the Corporate Governance and Compensation Committee evaluates the adequacy of compensation of the directors and executive management. After review and analysis, the Corporate Governance and Compensation Committee recommends the compensation of the directors and executive management to the Board for approval.

The Board has a Corporate Governance and Compensation Committee composed of three independent directors.

The Corporate Governance and Compensation Committee reviews the compensation of Aya's directors and senior management. The compensation component of its mandate include:

- a) determine and agree with the Board and the Chief Executive Officer on a broad framework for remuneration. The objective of such framework is to ensure that members of executive management are motivated to pursue the long term growth and success of Aya within an appropriate control framework and that there is a clear

**Governance Guidelines****Aya's Practices**

relationship between key executive performance and remuneration;

- b) within the terms of the agreed framework, determine the remuneration package of the President and Chief Executive Officer including, where appropriate, bonuses, incentive payments, shares, share option grants and/or performance share units;
- c) within the terms of the agreed framework, confirm aspects of the individual remuneration packages of other members of the executive management as recommended by the President and Chief Executive officer and designated by the Board including, where appropriate, incentive payments, shares, share option grants and/or performance share units; and
- d) determine Aya's recruitment, retention and termination policies and procedures for the President and Chief Executive Officer and such other members of the executive management as designated by the Board to consider.

You can find the full mandate of the Corporate Governance and Compensation Committee on our website at [www.ayagoldsilver.com](http://www.ayagoldsilver.com).

- (d) If a compensation consultant or advisor has, at any time since the beginning of the issuer's most recently completed financial year, been retained to assist in determining compensation for any of the issuer's directors and officers, disclose the identity of the consultant or advisor and briefly summarize the mandate for which they have been retained. If the consultant or advisor has been retained to perform any other work for the issuer, state the fact and briefly describe the nature of the work.

No compensation consultant provided services in 2020. However, considering the management overhaul that took place during the year, the services of a compensation consultant were retained in 2021 for the purposes of advising on the proper compensation for executive management and directors.

**Governance Guidelines****Aya's Practices****8. Other Board Committees**

If the Board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.

Other than the Audit Committee and the Corporate Governance and Compensation Committee, the Board has an Environmental, Health and Safety and Sustainability Committee.

The Environmental, Health and Safety and Sustainability Committee is entrusted with reviewing and recommending to the Board changes in environmental, health and safety and sustainability policies and standards, reviewing such reports or other matters concerning environmental, health and safety and sustainability issues as may be appropriate, and monitoring compliance with environmental, health and safety and sustainability policies and standards.

**9. Assessments**

Disclose whether or not the Board, its committees and individual directors are regularly assessed with respect to their effectiveness and contribution. If assessments are regularly conducted, describe the process used for the assessments. If assessments are not regularly conducted, describe how the Board satisfies itself that the Board, its committees, and its individual directors are performing effectively.

The Board has not adopted a formal assessment process. However, discussions pertaining to (i) the efficiency of the Board and of its committees, and (ii) the participation and the input of the members thereto are held annually in lieu of a formal assessment.

**10. Director Term Limits and Other Mechanisms of Board Renewal**

Disclose whether or not the issuer has adopted term limits for the directors on its board or other mechanisms of board renewal and, if so, include a description of those director term limits or other mechanisms of board renewal. If the issuer has not adopted director term limits or other mechanisms of board renewal, disclose why it has not done so.

The Board did not deem appropriate to adopt term limits for directors as the Board believes that the renewal of a member's mandate is neither a matter of age nor the number of years the director has served on the board, but rather the director's contribution to the orientation, management, development, growth and profitability of Aya, in keeping with the highest standards of integrity.

**11. Policies Regarding the Representation of Women on the Board**

(a) Disclose whether the issuer has adopted a written policy relating to the identification and nomination of women directors. If the issuer has not adopted such a policy, disclose why it has not done so.

Aya has not adopted a written policy specifically relating to the identification and nomination of women directors as the Board is not in a position to predict with assurance its future turnover rate and needs in relation thereto. One woman currently sits on the Board; the Board is willing to increase the number of women directors on its

**Governance Guidelines****Aya's Practices**

Board as new positions open. However, all the candidates must meet the leadership criteria, have the necessary skills and meet the independence criteria that the Board has fixed in order to contribute to Aya's development.

**12. Consideration of the Representation of Women in the Director Identification and Selection Process**

Disclose whether and, if so, how the board or nominating committee considers the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board. If the issuer does not consider the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board, disclose the issuer's reasons for not doing so.

In identifying and nominating candidates for election or re-election to the Board, the Board considers a number of factors, including the level of women representation. Nominations for a directorship will always be based on the expertise of the candidate, the needs of the Board and other factors, such as contribution to diversity on the Board.

**13. Consideration Given to the Representation of Women in Executive Officer Appointments**

Disclose whether and, if so, how the issuer considers the level of representation of women in executive officer positions when making executive officer appointments. If the issuer does not consider the level of representation of women in executive officer positions when making executive officer appointments, disclose the issuer's reasons for not doing so.

Aya considers the level of representation of women in executive officer positions in the context of new appointments by taking into consideration candidates' skills, functional experience, background, personal qualities and knowledge desired at that particular time.

**14. Issuer's Targets Regarding the Representation of Women on the Board and in Executive Officer Positions**

(a) Disclose whether the issuer has adopted a target regarding women on the issuer's board. If the issuer has not adopted a target, disclose why it has not done so.

Aya has not established a target regarding the representation of women on the Board. 2020 was a pivotal year for Aya with a complete overhaul of the senior management team. As Aya continues on this new path, the Board will eventually consider establishing such targets.

(b) Disclose whether the issuer has adopted a target regarding women in executive officer positions of the issuer. If the issuer has not adopted a target, disclose why it has not done so.

Aya has not established a target regarding the representation of women in executive officer positions. Given the small size of its executive team, Aya believes that implementing targets would not be beneficial to its interests at this time.

**Governance Guidelines****Aya's Practices****15. Number of Women on the Board and in Executive Officer Positions**

- |  |  |
|--|--|
| (a) Disclose the number and proportion (in percentage terms) of directors on the issuer's board who are women.   | There is currently one woman acting as director of Aya, being 14.29% of the total. |
| (b) Disclose the number and proportion (in percentage terms) of executive officers of the issuer, including all major subsidiaries of the issuer, who are women. | There is currently no woman holding an executive officer position.                 |

**Diversity**

Traditionally, Aya's view was that directors and members of executive management are best identified, nominated and promoted based on merit, which includes consideration of competencies, expertise, skills, background and other qualities identified for a given position, regardless of whether or not the candidate is a member of a designated group such as women, Aboriginal peoples, persons with disabilities and members of visible minorities. While Aya respects the value of diversity, this view ensures that a small organization like Aya consistently selects the best possible candidates.

Accordingly, we do not have a diversity policy relating to the identification and nomination of directors or of executive management who are part of designated groups and we have not adopted a target number or percentage (or range) for members of the designated groups to hold positions on the Board or to be members of management by a specific date. Currently, one director is a woman (representing 14.29% of directors).

As discussed in the Circular, there was a management overhaul in 2020. Many things were accomplished to position Aya to fulfill its potential as a mining company in the coming years. The Board is fully aware of the push, need and benefits of diversity at all levels in our organization. As the dust of the management overhaul settles, the Board will turn to this issue with a view to strengthen diversity within Aya while being aware that targets may not be well suited for organizations of our size.

## APPENDIX: VIRTUAL AGM USER GUIDE



# VIRTUAL AGM USER GUIDE

### Getting Started

This year's annual meeting will be held virtually. You can participate online using your smartphone, tablet or computer.

By participating online, you will be able to listen to a live audio cast of the meeting, ask questions online and submit your votes in real time.

As usual, you may also provide voting instructions before the meeting by completing the Form of Proxy or voting information form that has been provided to you.

### Important Notice for Non-Registered Holders:

Non-registered holders (being shareholders who hold their shares through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary) who have not duly appointed themselves as proxy will not be able to participate at the meeting.

If you are a non-registered holder and wish to attend and participate at the meeting, you should carefully follow the instructions set out on your voting information form and in the management information circular relating to the meeting, in order to appoint and register yourself as proxy, otherwise you will be required to login as a guest.

### In order to participate online:

#### Before the meeting:

1. Check that your browser for whichever device you are using is compatible. Visit <https://web.lumiagm.com/208375257> on your smartphone, tablet or computer. You will need the latest version of Chrome, Safari, Edge or Firefox.

**Caution:** Internal network security protocols including firewalls and VPN connections may block access to the Lumi platform for your AGM. If you are experiencing any difficulty connecting or **watching the meeting**, ensure your VPN setting is disabled or use computer on a network not restricted to security settings of your organization.

2. All securityholders MUST register any 3rd party appointments at <http://www.computershare.com/Aya>. Failure to do so will result in the appointee not receiving login credentials.

Gather the information you need to access the online meeting:

**Meeting ID:** 208375257

**Password:** aya2021

To log in, you must have the following information:

#### Registered Holders

The 15 digit control number provided on your form of proxy provided by Computershare, which constitutes your user name.

#### Appointed Proxy

The user name provided by Computershare via email, provided your appointment has been registered.

 **Broadcast**     **The broadcast bar: Allows you to view and listen to the proceedings.**

 **Home page icon: Displays meeting information**

 **Questions icon: Used to ask questions**

 **Voting icon: Used to vote. Only visible when the chairperson opens poll.**

- 1 To proceed to the meeting, you will need to read and accept the Terms and Conditions.



- 2 Registered holders: Your user name is the 15 digit control number printed on your proxy form.

Appointed proxy holders:  
Your user name can be found in the email sent to you from Computershare.



**3** Once logged in, you will see the home page, which displays the meeting documents and information on the meeting.

Icons will be displayed in different areas, depending on the device you are using.

**4** To view proceedings you must tap the broadcast arrow on your screen.

Toggle between the up and down arrow to view another screen.

### TO VOTE

**5** When the Chair declares the poll open:

- > A voting icon will appear on your device and the Meeting Resolutions will be displayed.
- > To vote, tap one of the voting options. Your response will be highlighted.

The number of items you have voted on, or are yet to vote on, is displayed at the top of the screen.

Votes may be changed up to the time the chair closes the poll.

**NOTE:** On some devices, in order to vote, you may need to minimize the audio cast by selecting the arrow in the broadcast bar. Audio will still be available. To return to the audio cast after voting, select the arrow again.

### TO ASK QUESTIONS

**6** Tap on the Questions icon then press the button to submit a question.

Compose your question and select the send icon .

Confirmation that your message has been received will appear.