

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

**Aura Minerals Inc.**

1,052,594 Common Shares

(\$0 Par Value Per Share)

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**AURA MINERALS INC.  
SHARE OPTION PLAN**

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This prospectus relates to common shares of Aura Minerals Inc., \$0 par value, that we may deliver pursuant to awards under the Aura Minerals Inc. Share Option Plan.

The shares are being offered to certain employees and other persons who provide services to Aura Minerals Inc. and its subsidiaries.

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**THESE SECURITIES HAVE NOT BEEN APPROVED BY  
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THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.  
ANY REPRESENTATION TO THE CONTRARY IS A  
CRIMINAL OFFENSE.**

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The date of this prospectus is August 8, 2025

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## INTRODUCTION

This document, which constitutes part of a Prospectus under the Securities Act of 1933, as amended (the “Securities Act”), is being made available to you in connection with one or more awards that have been granted to you under the Aura Minerals Inc. Share Option Plan (the “Plan”). The Plan is no longer used to make equity awards to employees and other service providers of the Company, but continues to govern outstanding stock options awarded under the Plan. This Prospectus is organized as follows:

- The first part of this Prospectus contains general information about the Plan and awards under the Plan. The terms of awards granted under the Plan vary from person to person and from year to year, and may vary from jurisdiction to jurisdiction. For these reasons, it is not possible to describe in this Prospectus the specific terms of the awards granted under the Plan that you may hold. The specific terms of your awards are set out in the award agreement covering your awards. Throughout this Prospectus, we will refer collectively to the award agreement (which may be in electronic form) that sets forth the terms and conditions of a particular award as the “award document.”
- The second part of this Prospectus is a summary of the material U.S. federal income tax consequences applicable to awards under the Plan. We encourage you to consult your individual tax or financial advisor for a more complete analysis of your particular tax situation, including the effects of any state, local or non-U.S. taxes.
- The third part of this Prospectus is a summary of the restrictions on resale of Shares acquired under the Plan.
- The final section of this Prospectus contains certain important legal information, including how to find information about the Company’s business and financial results.

**The summary set forth in this Prospectus is qualified in its entirety by the complete text of the Plan and the award documents under the Plan. We make copies of the applicable award documents available to each participant who receives an award under the Plan.**

You may obtain additional copies of your award documents, as well as a copy of the Plan, by contacting the Corporate Secretary at [kcardoso@auraminerals.com](mailto:kcardoso@auraminerals.com), with copy to [rvelazquez@auraminerals.com](mailto:rvelazquez@auraminerals.com).

Throughout this Prospectus, we will refer to Aura Minerals Inc. as “Aura” and to Aura together with all of its subsidiaries as the “Company.” For purposes of the Plan and this Prospectus, a corporation or other entity is considered a “subsidiary” of Aura Minerals Inc. if Aura Minerals Inc. directly or indirectly holds all or a majority of the value of the outstanding equity interests of such entity or a majority of the voting power with respect to the voting securities of such entity. We refer to shares of Aura common shares, \$0 par value, as “Shares.” When we refer to the “Board” we mean Aura’s Board of Directors, and when we refer to the “Committee,” we mean the Compensation Committee of the Board or any other committee of the Board appointed by the Board to administer the Plan or to have authority with respect to the Plan, or any subcommittee appointed by the Compensation Committee.

## PART I: SUMMARY OF THE AURA MINERALS INC. SHARE OPTION PLAN

### ELIGIBILITY, ADMINISTRATION AND AVAILABLE SHARES

#### What are the purposes of the Plan?

The purpose of the Plan is to advance the interests of the Company through the motivation, attraction and retention of officers, directors and employees of the Company and such other key individuals (including consultants) as the Board deems reasonably appropriate.

### **Who is eligible to receive awards under the Plan?**

The Plan was previously used for purposes of grants of stock options to certain employees, officers, directors and consultants of the Company. The Plan is no longer used to make equity awards to employees and other service providers of the Company, but continues to govern outstanding stock options awarded under the Plan.

### **Who administers the Plan?**

The Plan is administered by the Board. Subject to the limitations of the Plan, applicable law and the requirements of each applicable stock exchange, the Board has the authority:

- to grant to eligible persons options to purchase Shares,
- to determine the terms, limitations, restrictions and conditions upon such grants, including the nature and duration of any restrictions applicable to a sale or other disposition of Shares acquired upon exercise of an option and the nature of events, if any, that may cause any participant's rights in respect of Shares acquired upon exercise of an option to be forfeited and the duration of the period of such forfeiture,
- to interpret the Plan and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as the Board may from time to time deem advisable,
- to correct any defect, supply any omission or reconcile any inconsistency in the Plan or any option agreement, and
- to make all other determinations and to take all other actions in connection with the implementation and administration of the Plan as the Board may deem necessary or advisable.

### **May the Board delegate its authority?**

To the extent permitted by applicable law, the Board may delegate any or all of the powers under the Plan to one or more committees or subcommittees of the Board.

### **How many shares are available for awards under the Plan?**

Subject to adjustment (as described below in "*What adjustments can be made to the Plan and outstanding awards?*"), as of the date of this Prospectus there are 1,052,594 Shares underlying outstanding options granted under the Plan.

### **What individual award limits are Participants subject to under the Plan?**

The number of Shares issuable to non-employee directors pursuant to the Plan and other security-based compensation arrangements shall not exceed 1% of the issued and outstanding Shares. The number of Shares issuable to Insiders (as defined in the Plan), at any time, pursuant to the Plan and other security-based compensation arrangements shall not exceed 8% of the issued and outstanding Shares. The number of Shares issued to Insiders (as defined under the Plan), within a one-year period, pursuant to the Plan and other security-based compensation arrangements shall not exceed 8% of the issued and outstanding Shares.

Notwithstanding any other provision of the Plan to the contrary, the number of Shares available for granting incentive stock options under the Plan shall not exceed 50,000,000 subject to adjustment as provided in the Plan.

### **What adjustments can be made to the Plan and outstanding awards?**

If there is any change in the outstanding Shares by reason of a share dividend or split, subdivision, recapitalization, consolidation, combination or exchange of shares, distributions or other similar corporate change, subject to any prior approval required of applicable regulatory authorities or stock exchange, the Board may make appropriate substitution or adjustment in:

- the fair market value of the Shares on any relevant date and/or any exercise price of unexercised options;
- the number or kind of shares or other securities or property (including cash) issuable pursuant to the Plan; and
- the number and kind of shares subject to unexercised options theretofore granted and in the exercise price of those options,

## **AWARDS UNDER THE PLAN**

### **What are options?**

A option is a contractual right to purchase Shares at a future date at a specified exercise price. The per Share exercise price of a option will be determined by the Board and may not be less than the price required by applicable regulatory authority, which in the case of (a) the Toronto Stock Exchange and (b) any options granted to U.S. taxpayers, is the fair market value of a Share on the grant date. The Board will determine the date after which each option may be vested and exercised, the expiration date of each option (provided that no option will be exercisable more than eight (8) years after the grant date) and the form in which payment will be made upon exercise. As a general matter, options vest yearly on a “straight line basis” as to one-third of the Shares under such option on the date that is two and one half years (2.5) from the anniversary of the date of grant for a period of three years (for greater certainty, 1/3 equally commencing on year 2.5, 3.5 and 4.5). Stock options that are intended to qualify as incentive stock options must meet the requirements of Section 422 of the Code.

In any case in which an option is exercisable, the Company may elect to purchase for cancellation the option for an amount equal to the difference between the fair market value of the underlying Shares (or any lesser amount agreed upon by the Company and the participant) and the aggregate exercise price of such underlying Shares, subject to the payment to the Company of any applicable taxes by the participant. However, this right may be exercised by the Company only with the consent of the participant, which consent may be withheld for any reason.

In any case in which an option is duly exercised, the Company may, in its sole discretion, elect to provide cash in lieu of Shares in an amount equal to the difference between the fair market value of the underlying Shares (or any lesser amount agreed upon by the Company and the participant) and the aggregate exercise price of such underlying Shares, subject to the payment to the Company of any applicable taxes by the Participant.

### **What happens to awards on a termination of service?**

Upon a termination of service for any reason whatsoever other than termination with cause, and subject to any determination to the contrary by the Board, each vested option held by the Participant will cease to be exercisable on the earlier of (i) the expiry date of the option and (ii) 90 days after the termination date. If a Participant is terminated with cause, all vested and unvested portions of options held by that participant will terminate immediately upon such termination and, in the case of vested portions of options, cease to be exercisable. Upon a termination of service because of resignation from the Company by the participant, all vested and unvested portions of options held by that participant will terminate immediately upon such resignation.

### **What happens if there is a change in control, combination, liquidation or dissolution of the Company?**

In the event of a “Proposed Transaction” (as defined below), the Board will address the economic value of the rights that participants, as a group, have in outstanding options in whatever manner the Board deems to be reasonable in the circumstances, including the accelerated vesting of any options and any of the following:

- providing that the options are assumed, or rights equivalent to the options are substituted, by the acquiring or succeeding corporation (or an affiliate);
- upon written notice to participants, providing that all unexercised options (both vested and/or unvested portions thereof) will terminate immediately prior to the consummation of the Proposed Transaction unless

those portions of options which have vested are exercised by respective participants within a specified number of days following the date of the notice;

- in case of a Combination (as defined below) under the terms of which holders of Shares will receive cash and/or other consideration for each Share surrendered in the Combination, providing for the delivery to each participant of the cash and/or other consideration that the participant would have received had the participant exercised all of the participant's outstanding vested options immediately prior to the Combination less the amount the participant would have been required to pay to the Company on that exercise, in cash and/or in a portion of any other consideration having a fair market value equal to the amount, in exchange for the termination of all of the participant's vested and unvested Options;
- requiring participants to surrender their outstanding (vested and unvested) options in exchange for a payment, in cash, Shares or other appropriate consideration as determined by the Board, in an amount equal to the amount by which the then fair market value of the Shares subject to each participant's unexercised (vested) options exceeds the exercise price of those options (treating all unexercised (vested) portions of options as being fully exercisable for purposes of this calculation);
- complete a transaction or series of transactions which are intended to provide to Participants economic consequences which are substantially similar to or more favourable than those noted above; or
- complete a combination of the procedures contemplated by the, including providing on a good faith basis for certain participants or groups of participants to be subject to different procedures than other participants or groups of participants.

In the event that a Participant experiences a termination of service at any time before six months have expired from the effective date of a Change of Control (as defined below), then notwithstanding the vesting provisions of the Plan or the option agreement governing the options held by such Participant, all unvested options of such Participant will immediately vest and become immediately exercisable and the expiry date for such options shall be the 90<sup>th</sup> day following the effective date of such Change of Control.

For purposes of the Plan, as "Proposed Transaction" is defined as any of the following events:

- any Change of Control or any proposed Combination;
- any proposed dissolution, liquidation or winding-up of the Company, either voluntarily or involuntarily;
- any other proposed distribution of the assets of the Company among shareholders for the purpose of winding up its affairs;
- any proposed merger, consolidation, share exchange, reorganization, amalgamation, arrangement, take-over bid, reverse take-over or other business combination or other transaction or series of related transactions pursuant to which all or part of the business of the Company is combined with that of the any other person (a "Combination");
- any proposed acquisition, directly or indirectly through any one or more transactions, by any person other than the Company of: (i) any of the shares of any class of shares in the capital of the Company; or (ii) all or substantially all of the assets of the Company;
- any proposed long-term lease or license of all or substantially all of the assets of the Company or of any subsidiary of the Company (other than a sale, transfer or license to a wholly-owned subsidiary of the Company);
- any combination of the foregoing or any like proposed transaction.

A “Change of Control” under the Plan is generally defined as:

- the consummation of any transaction or series of transactions the result of which is that any person or group of persons acting jointly or in concert for purposes of such transaction becomes the beneficial owner, directly or indirectly, of more than 50% of the voting shares in the capital of the Company (but shall not include the creation of a holding company or similar transaction that does not involve any material change in the indirect beneficial ownership of the shares in the capital of the Company);
- the direct or indirect sale, transfer or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company, taken as a whole, to any person or group of persons acting jointly or in concert for purposes of such transaction (other than to any affiliates of the Company);
- the election at a meeting of the Company’s shareholders of that number of individuals that would represent a majority of the Board as directors of the Company, who are not included in the slate for election as directors proposed to the Company’s shareholders by management of the Company or a transaction or series of transactions as a result of which a majority of the directors of the Company are removed from office at any annual or special meeting of shareholders or as a result of a transaction referred to in the first bullet above, or a majority of the directors of the Company resign from office over a period of 60 days or less, and the vacancies created thereby are filled by nominees proposed by any person other than directors or management of the Company in place immediately prior to the removal or resignation of the directors; or
- the completion of any transaction or the first of a series of transactions which would have the same or similar effect as any transaction or series of transactions referred to in clauses (a), (b) or (c) referred to immediately above.

#### **When do I own the Shares underlying my awards?**

You do not become a shareholder, and you do not have any of the rights of a shareholder of Aura with respect to Shares subject to an award, until the Shares are delivered.

#### **May awards be sold or transferred?**

Options are personal to the participant and are non-transferable except in limited circumstances pursuant to the Plan. For greater certainty, a participant may not mortgage, hypothecate, pledge or grant a security interest in any Option. A purported transfer of any option in violation of the Plan will not be valid, and the Company will not issue any Shares upon the attempted exercise of an improperly transferred option.

#### **When may I sell Shares that I acquire under the Plan?**

The Board may include in your awards restrictions on your ability to transfer Shares that you acquire pursuant to the award. Restrictions (if any) will be set forth in the applicable award document or otherwise.

Once Shares acquired pursuant to awards are no longer subject to transfer restrictions under the terms of the award, they may be sold, but only in compliance with the Company’s policies that apply generally to sales by employees. You will be separately notified whether, and how, Company policies limit the time or manner in which you may sell Shares. The Company may amend its policies from time to time.

#### **How are my awards affected if I live outside the United States?**

From time to time the Board may adopt certain additional and/or different terms and conditions for awards that are made to participants in certain non-U.S. jurisdictions. These variations on the terms of the awards that may be applicable to a general grant made to a group of participants (e.g., grants of annual year-end equity-based awards) would be intended to comply with local law or, in some cases, to permit citizens or residents of non-U.S. jurisdictions to qualify for favorable tax treatment under local law. Depending on the jurisdiction involved, for example, awards may be subject to vesting or payment terms that differ from those that apply to Participants based in the U.S., awards may not carry the same voting rights, or awards may be granted in a different form.

If you are based outside the United States, your award documents may set forth any jurisdiction-specific terms and conditions applicable to your awards. Please consult your award documents for details.

### **Where do I find the terms of my awards?**

All awards under the Plan are evidenced by an award document that contains the terms and provisions applicable to the award. This document may be signed by an officer on behalf of the Company and, in some instances, the Company may require that you sign it as well. Your award document may take the form of a “generic” award document that states the general terms and conditions of your award, and that is supplemented by a separate notification that sets out the specific details of your award. Award documents can be obtained by contacting the Corporate Secretary at [kcardoso@auraminerals.com](mailto:kcardoso@auraminerals.com), with copy to [rvelazquez@auraminerals.com](mailto:rvelazquez@auraminerals.com).

You should keep your award documents in a safe place for future reference.

## **GENERAL INFORMATION ABOUT THE PLAN**

### **How long will the Plan remain in effect?**

The Plan is no longer used to make equity awards to employees and other service providers of the Company, but continues to govern outstanding stock options awarded under the Plan.

### **How can the Plan or awards be amended or terminated?**

The Board may amend, suspend or terminate the Plan or any portion of it at any time in accordance with applicable law and subject to any required regulatory or shareholder approval. However, except as otherwise provided in the Plan, unless consent is obtained from the affected participant, no amendment, suspension or termination may materially impair any options, or any rights related to options, that were granted to that participant prior to the amendment, suspension or termination. Any amendments to the Plan to change the maximum number of percentage of Shares issuable pursuant to options granted under the Plan shall be deemed not to materially impair the rights of any Participant.

The following types of amendments to the Plan or an option grant will require shareholder approval: (i) an increase to the maximum number or percentage of securities issuable under the Plan; (ii) amendment provisions granting additional powers to the Board to amend the Plan or entitlements thereunder; (iii) a reduction in the exercise price of an outstanding option or other entitlements under the Plan; (iv) any cancellation and reissue of options or other entitlements; (v) any change to the categories of individuals eligible to be selected for grants of options where such change may broaden or increase the participation of non-employee directors under the Plan; (vi) an amendment to the prohibition on the transfer of options; (vii) an amendment to the amendment provisions of the Plan; (viii) an extension to the term of options; and (ix) any changes to insider or non-employee director participation limits.

The Board may make the following amendments to the Plan or an option granted under the Plan, as applicable, without obtaining approval of any participant or shareholder of the Company: (i) amendments to the terms and conditions of the Plan necessary to ensure that the Plan complies with applicable law and regulatory requirements, including the requirements of any applicable stock exchange, in place from time to time; (ii) amendments to the provisions of the Plan respecting administration of the Plan and eligibility for participation under the Plan; (iii) amendments to the provisions of the Plan respecting the terms and conditions on which options may be granted pursuant to the Plan, including the vesting schedule; (iv) the addition of, and any subsequent amendment to, any financial assistance provision; (v) amendments to the Plan that are of a “housekeeping” nature; (vi) amendments to the provisions relating to a change of control; and (vii) any other amendments not requiring shareholder approval under applicable laws or the requirements of any stock exchange.

### **Is the Plan a tax-qualified retirement plan?**

The Plan is not a retirement plan and is neither subject to the Employee Retirement Income Security Act of 1974, as amended, nor qualified under Section 401(a) of the Code. The Plan is intended to be an “unfunded and unsecured” plan for incentive compensation. With respect to any payments (whether in cash, Shares that are not

restricted stock or other property) not yet made to you, nothing in the Plan gives you any rights to these payments that are greater than the rights of a general, unsecured creditor of the Company.

**If I receive an award, does that give me a right to continue working for the Company?**

Nothing in the Plan or your award document gives you the right to continue in the employment or service of the Company or affects any right which the Company may have to terminate your employment or service. Additionally, the Plan does not confer upon you any right to be granted an award.

**Will my awards under the Plan affect my retirement or severance benefits?**

All awards and deliveries of Shares, cash or other property under the Plan constitute special discretionary incentive payments and are not required to be taken into account in computing the amount of your salary, wages or other compensation for the purpose of determining any contributions to or any benefits under any severance, pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or other benefits from the Company or under any agreement with you, unless Aura specifically provides otherwise.

**What should I know about this Prospectus?**

This Prospectus describes the main features of the Plan as of August 8, 2025. However, the terms and conditions of the Plan are governed by the official Plan document and the terms and conditions of each award are governed by an award document. Accordingly, if there is any inconsistency between this Prospectus and the official Plan document or an award document, the Plan document or award document will govern.

**What account summaries will I receive regarding my outstanding awards?**

The Company does not intend to send reports on a regular basis to Participants in the Plan as to the amount and status of their accounts. Such information can be obtained by contacting the Corporate Secretary at [kcardoso@auraminerals.com](mailto:kcardoso@auraminerals.com), with copy to [rvelazquez@auraminerals.com](mailto:rvelazquez@auraminerals.com).

**PART II: U.S. FEDERAL INCOME TAX EFFECTS**

The following is a summary of the principal U.S. federal income tax consequences to Participants and the Company of certain awards under the Plan. In general, this summary is applicable only to Participants who are citizens or residents of the United States and is for general information purposes.

***The following description applies only to U.S. citizens and residents who receive awards under the Plan. Participants who are neither U.S. citizens nor residents, but who perform services in the United States may also be subject to U.S. federal income tax under some circumstances. In addition, former citizens and long-term residents of the United States may be subject to special expatriate tax rules that are not addressed in this summary.***

Due to the complexity of the applicable provisions of the Code, this Prospectus describes only the general federal tax principles affecting awards that may be granted under the Plan. Depending on individual facts and circumstances, these general tax principles might not apply to you. In addition, these general tax principles are subject to changes that may be brought about by subsequent legislation or by regulations and administrative rulings that may be applied on a retroactive basis. You also may be subject to state, local or foreign income taxes and you should refer to the applicable laws in those jurisdictions.

***In any event, you should consult your own tax adviser as to the tax consequences of your particular awards under the Plan.***

**What is the U.S. federal income tax treatment of stock options?**

*Non-Qualified Stock Options.* A non-qualified stock option is an option that does not meet the requirements of Section 422 of the Code. A Participant will not have taxable income when granted a non-qualified stock option. When the Participant exercises the stock option, he or she will have taxable ordinary income equal to the excess of the fair market value of the Shares received on the exercise date over the aggregate exercise price of the Shares. The

Participant's tax basis in the Shares acquired on exercise of the option will be increased by the amount of such taxable income. The Company generally will be entitled to a federal income tax deduction in an amount equal to the ordinary income that the Participant recognizes. When the Participant sells the Shares acquired on exercise, the Participant will realize long-term or short-term capital gain or loss, depending on whether the Participant holds the Shares for more than one year before selling it. Special rules apply if all or a portion of the exercise price is paid in the form of Shares.

*Incentive Stock Options.* An incentive stock option or "ISO" is an option that meets the requirements of Section 422 of the Code. A Participant will not have taxable income when granted an ISO or when exercising the option. If the Participant exercises the option and does not dispose of the Shares until the later of two years after the grant date and one year after the exercise date, the entire gain, if any, realized when the Participant sells the Shares will be taxable as long-term capital gain. However, even though a Participant will not have taxable income when exercising an ISO, the exercise of the option is taken into account for purposes of determining whether the Participant has any alternative minimum tax liability (described below). The Company will not be entitled to any corresponding tax deduction.

If a Participant disposes of the Shares received upon exercise of an ISO within the one-year or two-year periods described above, it will be considered a "disqualifying disposition." Under such circumstances, the Participant generally will realize ordinary income in the year of the disposition, and the Company generally will be entitled to a corresponding deduction. The amounts of the Participant's ordinary income and the Company's deduction will equal the excess of the lesser of the amount, if any, realized on the disposition and the fair market value of the Shares on the exercise date over the aggregate exercise price of the option. Any additional gain or loss that the Participant realizes on the disposition will be long-term or short-term capital gain or loss, depending on whether the Participant holds the Shares for more than one year before selling it. Special rules apply if all or a portion of the exercise price is paid in the form of Shares.

If a Participant exercises an ISO more than three months after the Participant's employment with the Company terminates, the option will be treated as a non-qualified stock option for federal income tax purposes. If the Participant is disabled and terminates employment because of his or her disability, the three-month period is extended to one year. The three-month period does not apply in the case of the Participant's death.

#### **What is the U.S. federal income tax treatment of SARs?**

If you receive SARs, you do not recognize income at the time a SAR is granted. You will recognize income at the time cash or stock representing the amount of the appreciation is transferred to you pursuant to exercise of the SAR. The amount of income will equal the amount of cash or fair market value of Shares paid or transferred to you and will be ordinary income. The Company will receive a corresponding income tax deduction for amounts taxed to you as compensation.

#### **What is the U.S. federal income tax treatment of RSUs?**

If you receive RSUs, you will not realize taxable income at the time of grant. If you receive RSUs, you will recognize ordinary income equal to the fair market value of the RSUs at the time of the settlement of the award. The Company will withhold any Federal Insurance Contribution Act ("FICA") taxes due in respect of the RSUs in the year the RSUs vest based on the fair market value of the Shares and/or cash underlying such award on the vesting date. Upon a subsequent sale or exchange of the Shares, any gain or loss recognized in the sale or exchange is treated as a capital gain or loss (short-term or long-term depending on the applicable holding period).

#### **What is the U.S. federal income tax treatment of restricted stock?**

If you receive restricted stock, you will not recognize any income upon the receipt of unvested Shares or restricted stock unless you elect under Section 83(b) of the Code, within 30 days after receipt of the Shares, to recognize ordinary income in an amount equal to the fair market value of the Shares at the time of receipt, less any amount paid for the Shares. A Participant who makes the election will not be allowed a deduction for the value of any Shares subsequently forfeited. A Participant who does not make the election generally will recognize ordinary income on the date of the lapse of the restrictions applicable to the Shares, which may be at the time of grant, in an amount equal to the fair market value of the Shares on such date, less any amount paid for the Shares. The Company will withhold any FICA taxes due in respect of the Shares in the year the restrictions applicable to the Shares lapse,

based on the fair market value of the Shares on the vesting date, unless you elect under Section 83(b) of the Code, in which case the Company will withhold any FICA taxes due in respect of the Shares in the year of grant based on the fair market value of the Shares on the grant date.

Generally, upon a sale or other disposition of restricted stock with respect to which a Participant has recognized ordinary income (i.e., a Section 83(b) election was previously made or the restrictions previously lapsed), the Participant will recognize capital gain or loss in an amount equal to the difference between the amount realized on such sale or other disposition and the basis in such Shares. Such gain or loss will be long-term capital gain or loss if the Participant holds such Shares for more than one year.

**Are there limitations on the Company's ability to receive a tax deduction for amounts taxed to Participants as compensation?**

If the taxable compensation from the Company (including compensation related to options) of a covered employee (within the meaning of Section 162(m) of the Code) exceeds \$1,000,000, the compensation in excess of \$1,000,000 will not be deductible by the Company under Section 162(m).

**Does the Company collect any portion of the taxes related to awards under the Plan?**

As a condition to the grant, vesting or payment of any award or the lapse of the restrictions applicable to an award, the Committee may require you to pay the amount necessary to enable the Company to satisfy all federal, state and other governmental "withholding" tax requirements or other charges imposed on the Company that arise in connection with the award. The Company may arrange for these obligations to be satisfied by delivering to you a lesser number of Shares or by permitting you to tender previously owned Shares to satisfy the withholding obligation. The Company may deduct or withhold from any salary or other payment or distribution to you, whether or not pursuant to the Plan.

**Are there other elements of U.S. federal income taxation relevant to awards?**

*Section 409A.* If any awards under the Plan provide for the deferral of compensation, they may be subject to Section 409A. Section 409A imposes on an employee or other service provider an additional 20% tax (in addition to ordinary income tax) plus interest on deferred compensation that does not meet specified requirements under Section 409A. The Plan provides that the provisions of the Plan and any award document will be interpreted in a manner that satisfies the requirements of Section 409A and that the Plan will be operated accordingly. Nevertheless, the Company cannot guarantee that the operation of the Plan will eliminate all risk that a Participant may be required to pay additional taxes or interest under Section 409A with respect to an award.

*Alternative Minimum Tax.* A Participant's alternative minimum taxable income is based on the Participant's regular taxable income for the year, adjusted to (i) include certain additional items of income and tax preference and (ii) disallow or limit certain deductions otherwise allowable for tax purposes. Participants only pay alternative minimum tax to the extent the Participant's alternative minimum taxable income exceeds the Participant's regular federal income tax for the year.

If a Participant pays alternative minimum tax for one or more taxable years, the Participant may use the amount of such tax (subject to certain adjustments and reductions) as a partial credit against the Participant's regular tax in subsequent years. However, Participants cannot use this credit against future alternative minimum tax. Thus, Participants can only use the credit to the extent the Participant's regular tax exceeds the Participant's alternative minimum tax.

### **PART III: RESTRICTIONS ON RESALE**

The U.S. federal securities laws, as well as the Company's insider trading policy, impose certain restrictions on resales of Shares acquired under the Plan. Accordingly, Participants should consult with counsel to the Company when contemplating resales of Shares acquired under the Plan in order to determine the applicability of such restrictions on resales. The following paragraphs briefly summarize these restrictions:

First, the U.S. federal securities laws prohibit sales of Shares by persons who possess material, non-public information about the Company. Therefore, Shares acquired under the Plan should not be resold by any Participant who possesses such information.

Second, Participants who are deemed to be “affiliates” of the Company, which may include directors and executive officers of the Company, must resell Shares acquired under the Plan in compliance with Rule 144 of the Securities Act. Sales pursuant to Rule 144 of the Securities Act are subject to certain volume limitations and manner of sale requirements. In addition, Rule 144 of the Securities Act contains certain holding period requirements.

Third, “insiders” (including directors and executive officers of the Company and shareholders who beneficially own more than 10% of the Company’s outstanding securities) are also subject to certain reporting requirements as well as potential short-swing profits liability under Section 16(b) of the Exchange Act, with respect to purchases and sales of Shares and transactions in derivative securities, including options and other awards.

#### **PART IV: IMPORTANT LEGAL INFORMATION**

The Securities and Exchange Commission (the “SEC”) allows us to incorporate by reference some of the information we file with it, which means that we can disclose important information to you by referring you to these documents. The information that we incorporate by reference is considered to be part of this Prospectus, and later information that we file with the SEC will automatically update and supersede this information. Copies of documents that we file with the SEC through its Electronic Data Gathering Analysis and Retrieval (EDGAR) system are publicly available through the SEC’s website located at [www.sec.gov](http://www.sec.gov).

We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act until our offering under the Plan is completed or the securities subject to such offering have been deregistered:

- the Registration Statement on Form F-1, Amendment No. 5, filed with the Commission on July 14, 2025 (Registration No. 333-287864) (the “Form F-1”), which contains the Registrant’s audited financial statements for the latest fiscal year for which such statements have been filed;
- the Registrant’s prospectus to be filed with the Commission pursuant to Rule 424(b) under the Securities Act relating to the Form F-1;
- all other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the filing of the Registrant’s Registration Statement referred to in (a) above; and
- the description of the Registrant’s Shares contained in the Registrant’s Registration Statement on Form 8-A (Registration No. 001-42744) filed with the Commission on July 14, 2025, including any amendments or reports filed for the purpose of updating such description.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document that is also incorporated or deemed to be incorporated herein modifies or supersedes such statement. Any modified or superseded statement will not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

#### **Where can I obtain a copy of these documents?**

We will provide to you at no cost, upon your written or oral request, copies of any report, proxy statement or other communication distributed by us to our shareholders generally as well as a copy of any or all of the documents incorporated by reference in this Prospectus (other than exhibits, unless such exhibits are specifically incorporated by reference into such documents) and a copy of the latest annual report of the Plan filed pursuant to Section 15(d) of the Exchange Act. Requests for copies and questions about the Plan and its administration should be directed to:

Aura Technical Services Inc.  
3390 Mary St,  
Suite 116, Coconut Grove,

Florida, 33133, United States  
+ 1 (305) 239-9332  
Corporate Secretary

**Where can I obtain a copy of the Plan?**

A copy of the Plan will be available by contacting the Corporate Secretary at [kcardoso@auraminerals.com](mailto:kcardoso@auraminerals.com), with copy to [rvelazquez@auraminerals.com](mailto:rvelazquez@auraminerals.com).

**Will updating information about the Plan be provided in the future?**

We may update this Prospectus in the future by furnishing you a new prospectus or a supplement containing updated information. You should rely only on the information incorporated by reference or provided in this Prospectus or any new updated prospectus. We have not authorized anyone to provide you with different or additional information. We are not making an offer to sell any stock in any state or country where the offer is not permitted. You should not assume that the information in this Prospectus or in any updated prospectus or supplement is accurate as of any date other than the date on the front of that prospectus or supplement.