

Good Neighbor Agreement

DATE: **November 29, 2023**

PARTIES, This Good Neighbor Agreement (“Agreement”) is made as of March 6, 2024 between Resolution Copper Mining LLC (“RCM”) and the Town of Superior Arizona (“TOS”). As used herein, “Party” refers to either RCM or TOS, and “Parties” refers to RCM and TOS collectively. Both Party and Parties may include any future signatories to this Agreement.

WHEREAS, RCM desires to work with the greater Superior community and surrounding areas that might be affected by the project to find mutually acceptable approaches to the challenges, opportunities, issues, and concerns related to the proposed Resolution Copper Mine.

WHEREAS, the Parties agree that Stakeholders and citizens should have a say in decisions about actions that affect their lives;

WHEREAS, in 2013, the Community Working Group (CWG) was established to keep citizens informed about the proposed Resolution Copper Mining project, discuss issues and concerns about its development, and economic, social, and environmental impacts on the region. CWG ensures ongoing transparency and communication between the mine and the community and is intended to find ways of resolving issues of concern;

WHEREAS, the Parties wish to create a Relationship Committee to more formally evaluate issues that arise between parties receiving funding or engaging RCM and provide a forum for amicably resolving conflicts and disputes (since the Relationship Committee is a subset of the CWG, all instances of “Community Working Group” and “CWG” will include and incorporate the Relationship Committee unless specifically noted); and

WHEREAS, the Parties wish to have one document that outlines the purposes and processes of both the CWG and the Relationship Committee.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to 1) the Working Agreement of the CWG and 2) the Operating Agreement of the Relationship Committee, as set forth below:

1.0 Principles of Relationship

- 1.1 Mutual interest and cooperation.** The Parties commit to the principles of good faith and promoting mutual interest. The Parties agree to support significant, transparent, and meaningful engagement between them to advance the development of the RCM Project and related socio-economic development and growth of the CWG and as well as the health and vibrancy of the other Parties.
- 1.2 Support for Signatories of this agreement.** The Parties will work together to develop an understanding of the issues and priorities of the TOS and the other signatories of this agreement and to jointly facilitate implementation and monitoring of certain obligations under this Agreement in order to promote the sustainable socio-economic development of TOS and partnerships related to the development of the RCM.
- 1.3 Publicity about the RCM Project.** The Parties agree to provide correct and accurate information about the RCM Project to the public (which includes citizens and residents of TOS and any third parties) and take reasonable steps to ensure that information about the RCM Project provided to the public by third parties is correct and wrong information is not distributed.

2.0 Community Working Group

2.1 Scope/Objective

- 2.1.1 To address issues of concern raised by parties to contracted relationships related to Resolution Copper Mining Operations;
- 2.1.2 To provide a mechanism for maintaining open lines of communication between the Parties to this Agreement, the affected local communities, affected tribes and Resolution Copper;
- 2.1.3 To provide a mechanism for monitoring the development and implementation of all audits, plans, programs, studies, and monitoring related to the USFSEIS;
- 2.1.4 To provide a forum to request additional study or provide information to the community on specific concerns raised by CWG or members of the community; and
- 2.1.5 To monitor and encourage progress under other agreements entered into by Parties to this Agreement.

2.2 Role of the Community Working Group

- 2.2.1 The CWG is designed as a process to help make better decisions that incorporate the interests and concerns of all affected stakeholders and meet the needs of RCM and regulatory agency decision-makers. The intent of the CWG is to invite a broad range of community interests to participate in dialogue, fact-finding, planning, and consensus building. The CWG will meet regularly to explore topics of interest, review the status of issues and project components, develop and carry out work plans as desired, provide information to respective stakeholder groups, and offer guidance to RCM.
- 2.2.2 The CWG is a community group and will not be asked to make decisions on behalf of the company, public agencies, local municipal governments, tribes, landowners, or any other stakeholder group. However, RCM will carefully consider CWG advice and input and will provide an explanation where a CWG recommendation has not been accepted for implementation.

2.3 Makeup, Eligibility to Join, Funding, Attendance

- 2.3.1 CWG, which was established early in the development of the project, shall continue as the key forum for communication, presentations, questions and concerns. The present members of the CWG shall continue.
- 2.3.2 New members may be selected by the current members of the CWG and confirmed by the Relationship Committee.
- 2.3.3 Resolution Copper shall continue to fund the facilitation of the CWG as well as its relevant subcommittees through final project closure at its current funding level, adjusted for inflation, unless dissolution is unanimously determined to be in the best interest of CWG and Resolution Copper. The project will be considered as not closed if the company or its successor has ongoing activities including but not limited to an active mine operation. Mine closure will be defined using the January 2022 International Council on Mining & Metals “Closure Maturity Framework” Element 14 Closure execution and post-closure monitoring ML-4 Leading Practice.
- 2.3.4 Resolution Copper’s funding of the CWG shall be limited to covering the following costs: facilitator and record keeping, CWG website, administrative costs, venue, meals, travel and lodging.
- 2.3.5 Resolution Copper’s ongoing funding of the CWG is conditioned on project funding by Resolution Copper’s parent companies. However, the CWG will continue to be funded as long as there has not been a complete closure as

defined above and this ongoing agreement will be included in any sale of the properties, project or mine to a third party.

2.3.6 The CWG will meet at least quarterly.

2.3.7 CWG is encouraged to appoint one member to the Town of Superior Community Development Committee. Individual CWG members may represent more than one organization including the Town of Superior Community Development Committee.

2.4 Membership

2.4.1 CWG members will reflect the broad range of public interests within the Superior community and surrounding areas that might be affected by the project.

2.4.2 Representative CWG members may include local landowners, members of special interest groups, community service organizations, environmental conservation groups, business interests, unions, education institutions, community leaders, and others.

2.4.3 Membership and invitations to new members will be largely determined by a consensus of the existing members of the CWG and confirmed by the Relationship Committee members.

2.4.4 Members of the CWG will serve for an indefinite period of time. Membership may be cancelled by the Relationship Committee by three consecutive unexcused absences.

2.4.5 All current and new members of the CWG will be provided with a copy of the group's policies and operating procedures, as well as all relevant information about the project and data that may be used to support decisions.

2.4.6 All current and new members will be expected to abide by the policies of the group and support the cooperative spirit of the CWG.

2.4.7 All new members of the CWG will be expected to respect the time and efforts of the group to date and to productively build on that work.

2.4.8 Additional experts, officials, or other stakeholders may be appointed to issue-specific subcommittees to provide specific resources and guidance to the CWG. Each subcommittee will contain at least one member of the CWG.

2.4.9 Subcommittees will provide input to the full CWG and will not make independent recommendations or decisions.

2.5 Expectations

CWG members will be asked to:

2.5.1 Provide input to plans, studies, programs, and decisions that need to be developed for the Resolution Copper Project.

2.5.2 Act as a conduit of information between Resolution Copper and the interested or affected public, including stakeholder groups that might be represented by specific CWG members.

2.5.3 Inform Resolution Copper of issues, concerns, and opportunities that result from communications with your respective organizations and the community.

2.5.4 Report to respective stakeholder and user organizations on a regular basis about the work of the CWG, with the intent of increasing community awareness of the group's work.

2.5.5 To provide additional forums for resolving disputes and misunderstandings arising under various agreements between the Parties.

2.6 Operating Procedures

- 2.6.1 CWG meeting agendas will be developed cooperatively by its members, facilitators and RCM.
- 2.6.2 CWG meetings will be convened and conducted by the facilitator.
- 2.6.3 Meetings will be conducted in accordance with the ground rules adopted by the CWG.
- 2.6.4 Each attending member of the CWG will have an equal voice in discussions, opinions, and recommendations undertaken at every meeting.
- 2.6.5 All statements and commitments made by CWG members, RCM, and the facilitators will be made in good faith.
- 2.6.6 Consensus is defined as “an opinion or position reached by a group as a whole” or “general agreement or accord.” Consensus is often explained as “a decision that we can live with.”
- 2.6.7 Recommendations and decisions made by the CWG will be made by a consensus of the attending members of the group. If a consensus is not possible or practical, a decision may be made by a majority vote of the attending members.
- 2.6.8 The facilitator will be responsible for keeping meeting notes and summaries and providing copies to the CWG members.
- 2.6.9 CWG meeting summaries will be compiled in final form by the facilitator and a summary will be distributed prior to the next meeting.
- 2.6.10 Agendas for upcoming CWG meetings will be distributed to the members prior to the meeting.
- 2.6.11 The facilitators will advocate for the fairness and integrity of the meeting process and for the CWG objectives.

2.7 Compensation.

Membership in the CWG is entirely voluntary by the participants.

2.8 Schedule of Meetings

- 2.8.1 CWG meetings will be scheduled and agreed upon by the group.
- 2.8.2 Locations and hours of meetings will be determined by a consensus of the CWG and facilitation team.
- 2.8.3 Separate issue-specific committee meetings may be held in addition to the regular CWG meetings. Issue specific committees may be led by CWG members. The facilitator may support these meetings if desired.

2.9 Meeting Attendance

- 2.9.1 CWG members are expected to arrive at meetings on time.
- 2.9.2 CWG members are expected to attend at least two-thirds of the scheduled meetings unless special arrangements are made.
- 2.9.3 CWG members who cannot attend meetings on a consistent basis may be asked to relinquish their position and may be asked to suggest an alternate if they represent a stakeholder group.

2.10 Visitors

- 2.10.1 Meetings of the CWG will typically be open to the public, and the public is welcome to attend as observers.

- 2.10.2 The public may make comments or ask questions of CWG members when invited to do so by the facilitator, or by the attending CWG members, or when there is a specific agenda item calling for public comment.
- 2.10.3 Topic experts and guests may be invited to speak at meetings if the attending CWG members and facilitator agree that the guest's presence is pertinent to the issues being discussed.

2.11 Record Keeping

There shall be a record kept of all CWG meetings and this record shall constitute the official summary of such meetings. The official summary shall be available to the public, subject to prior approval by the CWG. The Parties also prepare a summary of each Relationship Committee meeting that is available to the public after its approval by the Relationship Committee.

2.12 Behavior and Conduct

- 2.12.1 Since the CWG is a voluntary group, it is important that individual CWG members abide by accepted standards of behavior.
- 2.12.2 CWG members are expected to treat each other with mutual courtesy, respect and dignity.
- 2.12.3 Unacceptable or disruptive behavior will not be tolerated.
- 2.12.4 Any CWG member who acts disrespectfully toward other members or disrupts the CWG process may be asked to leave or resign from the CWG.
- 2.12.5 CWG members are expected to listen respectfully to opinions and views that may differ from their own.
- 2.12.6 CWG members and guests are expected to listen carefully and speak honestly.
- 2.12.7 CWG members are expected to respect the views of others.
- 2.12.8 CWG members are expected to keep an open mind.
- 2.12.9 CWG members are expected to criticize ideas, not people.
- 2.12.10 CWG members are expected to allow all members to speak without dominating the conversation.
- 2.12.11 CWG members are expected to take responsibility for the success of each meeting.

2.13 Resources

- 2.13.1 The CWG may request additional assistance to better understand certain issues.
- 2.13.2 Assistance is available through a variety of resources, depending upon the subject of interest.
- 2.13.3 The facilitator will coordinate such support and assistance at the request of the group.

2.14 Liability

- 2.14.1 CWG members will act in the capacity of listening, understanding, deliberating and providing input to RCM.
- 2.14.2 Decisions and actions may be made by RCM based on CWG input and recommendations; however, CWG members will not be held responsible or liable for decisions or actions of RCM.

3.0 Relationship Committee

- 3.1 The Relationship Committee is a wholly included subset of the CWG. All of the other

sections of this Agreement apply to the Relationship Committee equally. The parts of this Section 3.0 are intended to guide the efforts of the Relationship Committee and set out rights and responsibilities of the Parties with respect to the Relationship Committee specifically

3.2 Scope/Objective

- 3.2.1 To oversee and implement the terms of this Good Neighbor Agreement;
- 3.2.2 To serve as the decision-making body on issues delegated to the Relationship Committee under this Agreement; and
- 3.2.3 To provide additional forums for resolving disputes and misunderstandings arising under various agreements between the Parties. However, nothing in this Agreement shall supersede contract language in previously executed or future contracts between the Parties.
- 3.2.4 Approve applications for membership in the CWG after nomination by the full CWG and hear requests for removal forwarded from the CWG.

3.3 Makeup

- 3.3.1 The Relationship Committee shall be comprised of six (6) voting members elected by the CWG. Three (3) additional members of the CWG will be elected as auxiliary (back-up) members to allow the Relationship Committee to meet with six (6) voting members.
- 3.3.2 Makeup of Relationship Committee: Members of the CWG are eligible to be elected by their peers to the Relationship Committee.

3.3.3 Appointment and Term

- 3.3.3.1 The CWG shall appoint the initial individuals to sit on the Relationship Committee within 30 days of the Effective Date of this Agreement.
- 3.3.3.2 Relationship committee members may serve no more than 3 consecutive years with one year off between terms.

3.3.4 Removal

The CWG may replace members of the Relationship Committee if the member fails to attend consecutive meetings of either the Relationship Committee or CWG.

3.4 Operating Procedures

- 3.4.1 Within 90 days of the formation of the Relationship Committee, the Relationship Committee shall meet to adopt bylaws by majority vote/consensus.
- 3.4.2 Within 90 days of the formation of the Relationship Committee, it shall establish meeting procedures and rules.

3.5 Meetings

The Relationship Committee shall meet at least twice a year, or more frequently as requested by the Parties, to maintain an open and transparent relationship as to the terms of this and other Agreements as needed and entered into by Parties of this Good Neighbor Agreement

3.6 Record Keeping

There shall be a record kept of all Relationship Committee meetings and this record shall constitute the official summary of such meetings. The summary shall be available to the public, subject to prior approval by the CWG and Relationship Committee. The Parties also prepare a summary of each Relationship Committee meeting that is available to the public after its approval by the Relationship Committee.

3.7 Decision-making, Dispute-resolution, Authority of the Relationship Committee

- 3.7.1 The Relationship Committee shall make decisions, recommendations, and take actions on issues arising from disputes under this Agreement and other agreements entered into by the Parties by majority vote. The Parties generally agree to abide by the decisions of the Relationship Committee but understand they are legally non-binding. Disputes concerning terms of any contracts between Parties of this Agreement may be settled as follows. However, nothing in this Agreement shall take precedence over settlement and resolution mechanisms as laid out in any individual contract or abridge the rights of Parties to enforce a contract by means of the judicial system.
- 3.7.1.1 Step One: The matter shall come before the Relationship Committee for discussion. The Relationship Committee shall issue a finding in the matter in which the Parties generally agree to abide.
- 3.7.1.2 Step Two: Any party to the dispute may seek mediation. The mediator shall either be agreed upon by the parties to the dispute or chosen by the Relationship Committee. Mediation costs shall be paid equally by the parties directly involved in the dispute.

4.0 Common Terms Applicable to Both the CWG and the Relationship Committee

4.1 Rights

The rights of the CWG and Relationship Committee representatives, within their respective groups, shall include, but are not limited to, the following:

- 4.1.1 The right to establish standing agenda items and the right to raise new agenda items when necessary.
- 4.1.2 The right to access information, subject to the limitations set forth in Sections 4.2 through 4.4.
- 4.1.3 The right to observe and engage in citizen sampling and observe scheduled Resolution Copper Sampling and Monitoring Events.
- 4.1.4 The right to call emergency meetings of the CWG with 72 hours' notice to each CWG member.
- 4.1.5 The right, with the consent of the majority of CWG members, to invite other representatives of the local community and/or local, regional, state or federal administrative agencies to CWG meetings and to provide them an opportunity to be heard within limits set by the CWG or its designated facilitator.
- 4.1.6 The right to be escorted to mine premises to inspect mine facilities subject to MSHA regulations and in compliance with all safety and fitness requirements of the project and MSHA. Generally, access will be provided between 8am and 4pm Monday through Friday excluding holidays. If an event on the mine site requires inspection outside of normal business hours, access will be granted unless this would compromise site safety. This right does not apply to tours or other invitation only events conducted onsite by Resolution Copper.

4.2 Information Sharing

Information Sharing is encouraged between Resolution Copper and all members of the CWG to advance transparency trust between Parties. Information sharing does not extend to Confidential Information (as defined below) as determined by Resolution Copper, in its sole and complete discretion.

4.3 Definition of Information

“Information” means “all data, sampling results, studies, reports, evaluations, plans, projects, audits, transcripts, and other Documents derived from or collected under this Agreement.” All Information shall be part of the public domain and shall not be subject to any requirement of confidentiality or non-disclosure. Information does not include Confidential Information.

4.4 Confidential Information

- 4.4.1 “Confidential Information” shall include “Intellectual Property” and “Confidential Business Information,” which shall be defined as follows:
- 4.4.2 “Intellectual Property” means trademarks, service marks, trade names, copyrights, mask works, moral rights, designs, inventions, patents, patent rights, trade secrets, know how, proprietary information and other intellectual property in any and all countries, unions, and jurisdictions and under any and all laws, regulations, treaties, conventions and agreements. Intellectual Property includes registrations of, and applications to register, copyrights, trademarks and service marks, and further includes patent applications.
- 4.4.3 “Confidential Business Information” means commercial, operational, geological and financial information that Resolution Copper designates as confidential, the disclosure of which is likely to cause substantial harm, in Resolution’s judgment, to the competitive position of Resolution Copper and/or be subject to disclosure requirements related to publicly traded securities and regulatory oversight.
- 4.4.4 Resolution Copper shall have sole and complete discretion, not limited by anything in this Agreement or elsewhere, to determine what constitutes Confidential Information related to its business.

4.5 Copies

Resolution Copper shall provide the CWG with 3 (three) copies of all Information required to be disclosed to the CWG under this Section or, alternatively, with an electronic copy of such Information, if available.

4.6 Agreed Obligations and Commitments

- 4.6.1 The Parties agree to develop mutually beneficial short-term and “life of mine” agreements in the following thematic areas which the Parties recognize as being important and of mutual interest:
 - 4.6.1.1 Mitigations as required by the Final Environmental Impact Statement;
 - 4.6.1.2 Contributions and other community funding as approved through internal RCM contributions committee also known as “Social Investments”; and
 - 4.6.1.3 Other funding outside 2.1.1 and 2.1.2 through contracted business arrangements;
 - 4.6.1.4 This Agreement does not supersede, replace, modify or nullify any existing agreements or obligations currently in place between the Parties and all existing agreements remain in full force through the fulfilment or expiration of the agreement.
- 4.6.2 Development of agreements will be aligned and consistent with applicable laws, and other relevant binding commitments on RCM and subject to meeting applicable RCM and Rio Tinto standards, policies, requirements and guidelines found in the Communities and Social Performance Standard, Human Rights Standard, the Way We Work Code of Conduct, and Business Integrity Standards of Rio Tinto.

4.7 Previous and Existing RCM Contributions

- 4.7.1 The Parties acknowledge that RCM has contributed significant funds and other

benefits, prior to executing this Agreement.

- 4.7.2 The Parties acknowledge that significant work has been accomplished with said funding to many of the participants to this Agreement.

4.8 Term and Termination

- 4.8.1 This Agreement commences on the Commencement Date.
- 4.8.2 Any Party may withdraw from this Agreement at any time without affecting any other Party to the Agreement.
- 4.8.3 The Parties understand that in the event the Project is suspended, terminated, or cancelled, this Agreement shall be null and void.

4.9 Implementation

The Parties recognize the importance of implementing the principles, commitments and processes set out in this Agreement in an efficient and timely way to support this Agreement's aims and the Parties' relationship.

4.10 Notices

- 4.10.1 Any notice, demand, consent or other communication (Notice) required to be given to a Party under this Agreement must be in writing and will be deemed to have been duly given when it has been delivered by hand or mail, with postage or transmission charges fully prepaid, to the Party to which it is required to be given or made at such Party's address specified below (or such other address notified to the other Parties). If sent by mail, it is taken to have been received 5 Business Days after it is posted.
- 4.10.2 The address for Notice for each Party is as follows:
- TOS: Town of Superior, PO Box 218, 199 N. Lobb Ave. Superior AZ
- Resolution Copper Mining: Resolution Copper Mining, Manager - Communities, Box 1904, 102 Magma Heights, Superior, AZ 85173
- Copy to: Rio Tinto Legal, c/o Resolution Copper Mining LLC, 426 N. 44th St., Ste. 320, Phoenix, AZ 85008

4.11 Miscellaneous

4.11.1 Entire Agreement

Except as provided for in this Agreement, this Agreement contains the entire agreement between the Parties about its subject matter and supersedes all prior discussions, negotiations, representations, warranties, understandings and agreements with respect thereto.

4.11.2 Relationship of the Parties

Nothing in this Agreement (including the establishment of the CWG or Relationship Committee) is intended to create, nor will it be construed as creating, any partnership, association, or any other obligation or liability with regard to the Parties except as expressly provided for in this Agreement.

4.11.3 Governing law

This Agreement will be governed by the laws of the State of Arizona.

4.11.4 Transparency and integrity

The Parties agree this Agreement will be carried out consistently with applicable anti-bribery, anti-corruption and similar business integrity laws and regulations and the Parties will promote policies and practices that seek to prevent violation of such laws and regulations and rules. The Parties acknowledge and agree to

comply with RCM's code of conduct, The Way We Work, and Business Integrity Standard, established as of September 1, 2023, each of which is available online at <https://www.riotinto.com/sustainability/policies>. The Parties shall report to RCM and the Relationship Committee all actual, alleged or suspected non-compliance with this Section and shall cooperate promptly and fully in any investigation of an alleged or suspected breach.

4.11.5 Amendment

4.11.5.1 Upon mutual consent recorded in writing, the Parties may make amendments to this Agreement from time to time.

4.11.5.2 If additional parties wish to become a Party to this Agreement, said party may do so by completing the following: (1) obtaining the approval of the Relationship Committee, (2) completing the addendum attached hereto as Appendix A, and (3) distributing the completed addendum to the members of the Relationship Committee.

4.11.6 Force Majeure

To the extent and for the period that a Party's ability to perform its obligations or commitments under this Agreement is affected by Force Majeure it will be excused and its obligations and commitments will be suspended provided it notifies the other Parties in writing setting out the details of the Force Majeure and its likely duration.

4.11.7 Severability

Any provision of this Agreement that is illegal, invalid or unenforceable will be severed to the extent necessary and this does not affect the legality, validity or enforceability of this Agreement or any other provision of this Agreement

Signing Pages

The Parties acknowledge and record their signature below to recognize this Good Neighbor Agreement and support its purpose and content.

Signed for and on behalf of **Resolution Copper Mining**

Name: Victoria Peacey

Title: Vice President, Resolution Copper Mining

Date:

Signed for and on behalf of **Town of Superior**

Name: Mila Besich

Title: Mayor, Town of Superior

Date:

Several entities and organizations, listed below, have been actively involved in the Community Working Group (CWG) of Superior. Those involved in the creation of this agreement are invited to sign.

Arizona Trail Association

Arizona Wildlife Federation

Boyce Thompson Arboretum

Cobra Valley Regional Medical Center

Copper Community Alliance

Queen Valley

Queen Valley Fire Department

Queen Valley Golf Association

Queen Valley Historic Society

Rebuild Superior Inc.

Superior Chamber of Commerce

Superior Optimist Club

Superior Unified School District

Top of the World

Town of Miami

Other governmental organizations, groups, entities and individuals who believe that they have a vested interest in this Agreement, are invited to consider their involvement and commitment.

Appendix A
Additional Parties Signature Page

Signing pages

The party below (the “Additional Party”) requests to become a party to the Good Neighbor Agreement dated March 6, 2024 by and between the Town of Superior, Resolution Copper Mining LLC, and Pinal County (the “Agreement”). The Additional Party acknowledges and records its signature below to recognize, be bound by, and support the purposes and content of the Agreement. The Additional Party shall become a party to the Agreement upon completion of the following: (1) the Relationship Committee’s vote of approval and (2) the Additional Party shall distribute this page, signed by a duly authorized individual, to the Relationship Committee members.

Signed for and on behalf of Pinal County

Name: Mike Goodman

Title: Chairman of the Board of Supervisors

Date: March 6, 2024