

**EXECUTION VERSION**

**THIS AGREEMENT** is dated

2 May 2026

**BETWEEN**

- (1) **ZINNWALD LITHIUM PLC** (company number 10829496) whose registered office is c/o Calculo Tax Audit Ltd, the Threshing Barn Manor Barns, Coates Lane, High Wycombe, Bucks, England, HP13 5UX (the "**Company**"); and
- (2) **AMG LITHIUM B.V.** (company number 34326772)) whose registered office is World Trade Center, Strawinskylaan 1, 1077 XW, Amsterdam, the Netherlands (the "**Bidder**"); (each a "**Party**" and together the "**Parties**").

**BACKGROUND**

- (A) The parties are involved in negotiations regarding a possible recommended offer to be made in accordance with the Code by the Bidder and/or one or more of its Affiliates to acquire the entire issued and to be issued share capital of the Company (the "**Transaction**").
- (B) In connection with the Transaction and in consideration of each Party making Confidential Information available to the other Party, each Party (in its capacity as the "**Disclosing Party**") may disclose Confidential Information to the other Party (in its capacity as the "**Receiving Party**") subject to the terms of this agreement (the "**Agreement**") and undertakes to the other Party on the terms of this Agreement.

**TERMS AGREED**

1. **Definitions and interpretation**

<b>"acting in concert"</b>	has the meaning given in, and shall be construed in accordance with, the Code;
<b>"Advisers"</b>	in relation to each Party, that Party's professional, financial, legal, accounting, pensions, tax, remuneration and insurance advisers and any registrars or settlement agents advising that Party in connection with the Transaction;
<b>"Affiliate"</b>	in relation to any person any other person directly or indirectly Controlled by, or Controlling, or under common Control with, that person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust;
<b>"Applicable Law"</b>	means all applicable laws, regulations, rules (including, for the avoidance of doubt, the Code), legal processes (including any court or tribunal orders or judgments) and the rules and requirements of any Regulatory Authority;
<b>"Code"</b>	the City Code on Takeovers and Mergers, as amended from time to time by the Panel;  in relation to a Disclosing Party:

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**"Confidential Information"**

- (a) all information relating to the Disclosing Party or any of its Affiliates or to the Transaction which is or has been made available for the purposes of or in connection with the Transaction by the Disclosing Party or its Related Persons to the Receiving Party or its Related Persons;
- (b) analyses, compilations, studies and other material prepared by the Receiving Party or its Related Persons which contain, reflect or are otherwise generated from the information described in (a) above; and
- (c) subject to clause 6.6.2, the existence and contents of the discussions between the Parties about the Transaction, including the identity of the Parties and the existence and contents of this Agreement,

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether disclosed or created before or after the date of this Agreement, but, in the case of the information referred to in (a) and (b) above only, excluding information which:

- (i) is or becomes publicly available (other than as a direct or indirect result of any breach of the terms of this Agreement); or
- (ii) is known to the Receiving Party or its Related Persons before it is disclosed by the Disclosing Party or its Related Persons or is lawfully obtained by the Receiving Party after such disclosure, other than from a source which is connected with the Disclosing Party and which, in either case, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to the Disclosing Party or its Affiliates;

**"Control"**

when a person directly or indirectly holds or controls a majority of the voting rights of, or the right to appoint or remove a majority of the board of directors of, or the right to exercise a dominant influence over or otherwise control

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(by virtue of an undertaking's constitution or otherwise), another person, and "**Controlled**" or "**Controlling**" shall be construed accordingly;

<b>"GDPR"</b>	the EU General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data;
<b>"Panel"</b>	the Panel on Takeovers and Mergers;
<b>"Regulatory Authority"</b>	means any governmental, regulatory or supervisory authority or organisation (including, for the avoidance of doubt, the Panel), any court of competent jurisdiction or any stock or securities exchange, in each case to whose jurisdiction the relevant person is subject;
<b>"Related Persons"</b>	in relation to a Party, its directors, officers, employees its Affiliates (and their directors, officers, employees), Advisers, auditors, insurers, escrow agents and lenders at any time when the provisions of this Agreement apply;
<b>"UK GDPR"</b>	the UK version of GDPR which is part of English law by virtue of the European Union (Withdrawal) Act 2018; and
<b>"UK MAR"</b>	the UK version of the EU Market Abuse Regulation (EU) 596/2014 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

**2. Confidentiality**

**2.1 Each Receiving Party shall:**

- 2.1.1 keep the Disclosing Party's Confidential Information confidential and not disclose the Disclosing Party's Confidential Information to any third party except as permitted in accordance with this Agreement;
- 2.1.2 use the Confidential Information only in connection with considering, evaluating, negotiating, implementing and/or obtaining financing for the Transaction;
- 2.1.3 subject to clause 2.2, not disclose the Confidential Information to anyone other than those of the Receiving Party's Related Persons who, in the Receiving Party's reasonable opinion, need to know the Confidential Information for the purposes of the Transaction, in each case in confidence and only to the extent necessary for considering, evaluating, negotiating, implementing and/or obtaining financing for the Transaction;
- 2.1.4 ensure that each Related Person to whom the Confidential Information is disclosed (whether by the Receiving Party or by the Disclosing Party or any of their Related Persons) is aware of and observes the Receiving Party's

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obligations of confidence under this Agreement and will be responsible for any breach of the provisions of this Agreement by its Related Persons; provided, however that the Receiving Party will not be responsible for any breach of this Agreement by any of its Related Persons that have entered into a confidentiality agreement directly with the Disclosing Party in respect of the Transaction; and

- 2.1.5 only contact any of the Disclosing Party's Related Persons in relation to the Transaction or the Confidential Information if and to the extent that the Disclosing Party has approved that contact for that purpose (being those persons as each Party may notify to the other Party from time to time).
- 2.2 Clause 2.1 shall not prevent the Receiving Party from disclosing any of the Disclosing Party's Confidential Information, subject to clause 2.3:
  - 2.2.1 to the extent required by either Applicable Law or by any Regulatory Authority; and/or
  - 2.2.2 if required by the regulations of any stock exchange or required or requested by a Regulatory Authority to which the Receiving Party is subject (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply).
- 2.3 If the Receiving Party or any of its Related Persons becomes required, in circumstances contemplated in clause 2.2, to disclose any Confidential Information, it shall (to the extent permitted by Applicable Law) give to the Disclosing Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the Disclosing Party, having due regard to the Disclosing Party's views, and take such steps as the Disclosing Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure and, where the disclosure is to be by way of a public announcement, make reasonable efforts to agree the wording of the announcement with the Disclosing Party in advance.
- 2.4 A Receiving Party will, within ten days of receipt of a written demand from the Disclosing Party (email being sufficient) either:
  - 2.4.1 return to the Disclosing Party, or destroy (at the Receiving Party's sole election), all documents, held by the Receiving Party containing or based on or generated from Confidential Information relating to the Disclosing Party and the Transaction, and instruct in writing (email being sufficient) its Related Persons to do the same, provided that each Party and its Related Persons may retain documents containing or based on such Confidential Information to the extent required by Applicable Law or the rules of any Regulatory Authority or in order to comply with its bona fide internal compliance, tax, audit or insurance policies;
  - 2.4.2 permanently remove any Confidential Information held on any computer, disk or other device, to the extent reasonably practicable, provided that it may retain such Confidential Information as is contained in an electronic record created

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as part of automated archiving or business continuity procedures operated by or on behalf of it, if such record is not accessible other than for disaster recovery or similar operations and subject always to the duties of confidentiality in respect of such Confidential Information contained in this Agreement; and

2.4.3 certify in writing (with email being sufficient) to the Disclosing Party that it has complied with the requirements of this clause 2.4.

2.5 Without prejudice to any rights or liabilities accrued prior to such termination, the obligations set out in this clause 2 shall terminate and shall have no further force or effect:

2.5.1 upon completion of the Transaction; or

2.5.2 if completion of the Transaction has not occurred by the date which is one year after the date of this Agreement, on that date, except to the extent that the Confidential Information falls under limb (c) of the definition of Confidential Information, in relation to which the obligations shall terminate on the date which is three years after the date of this Agreement.

### 3. **Reservation of rights**

Each Disclosing Party reserves all rights in its Confidential Information. The Company and the Bidder acknowledge and agree that the disclosure of Confidential Information by a Disclosing Party pursuant to this Agreement does not give the Receiving Party or any other person any licence, interest and/or any right whatsoever in respect of any such Confidential Information beyond the rights expressly set out in this Agreement.

### 4. **Notices**

#### 4.1 **Requirements for notices**

A notice (including any approval, consent or other communication) given in connection with this agreement and the documents referred to in it must be in writing in the English language, signed on behalf of the Party giving it and must be given by one of the following methods:

4.1.1 by hand (including by courier or process server) to the address of the addressee;

4.1.2 by pre-paid recorded delivery (or airmail if posted to or from a place outside the United Kingdom) to the address of the addressee; or

4.1.3 by email (including by attachment to an email) to the email address(es) specified for that addressee in which case the requirement for a signature shall not apply,

being the address or email address(es) which is specified in clause 4.2 in relation to the Party or Parties to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or such other email address(es), or

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marked for the attention of such other person as the relevant Party may from time to time specify by notice given to all of the other Parties in accordance with this clause 3.

### 4.2 Parties' contact details

The relevant address and specified details for each of the Parties at the date of this agreement are as follows:

Name: Osman Cherif Rifaat

Address: C/O Calculo Tax Audit Ltd, The Threshing Barn, Manor Barns, Coates Lane, High Wycombe, Bucks, England, HP13 5UX

Email address: [cherif@zinnwaldlithium.com](mailto:cherif@zinnwaldlithium.com)

For the attention of: Osman Cherif Rifaat, Chief Financial Officer

With a copy to: John Campion ([John.Campion@dwf.law](mailto:John.Campion@dwf.law))

Name: Mike Connor

Address: World Trade Center, Strawinskylaan 1, 1077 XW, Amsterdam, the Netherlands

Email address: [mconnor@amq-nv.com](mailto:mconnor@amq-nv.com)

For the attention of: Michael Connor, Chief Corporate Development Officer

With a copy to: Annerose Tashiro ([atashiro@amq-lithium.com](mailto:atashiro@amq-lithium.com)), Matthew Hearn ([mhearn@paulweiss.com](mailto:mhearn@paulweiss.com)) and David Lakhdir ([dlakhdir@paulweiss.com](mailto:dlakhdir@paulweiss.com))

### 4.3 Deemed receipt

Unless it is proved that it was received earlier and subject to clause 4.4 below, a notice is deemed to be received:

- 4.3.1 in the case of a notice given by hand, at the time when the notice is left at the relevant address;
- 4.3.2 in the case of a notice given by posted letter, on the third day after posting or, if posted from a place outside the United Kingdom, the seventh day after posting; and
- 4.3.3 in the case of a notice given by email, four hours after the time at which the email is sent to the email address(es) specified for that Party in clause 4.2.

- 4.4 A notice received or deemed to be received on a day which is not a business day in the place of receipt, or after 5:00pm on any business day in the place of receipt, shall be deemed to have been received on the next following business day in the place of

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receipt (and for the purposes of this clause a business day in the place of receipt shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in that place).

4.5 Where the sender and recipient(s) of any notice are in different time zones, then for the purpose of assessing the date or time of deemed receipt, the relevant time zone is that of the recipient's postal address in clause 4.2.

4.6 This clause 4 does not apply to service of proceeding or other documents in any judicial proceedings.

## 5. Entire Agreement

5.1 Each Party agrees on behalf of itself and its Affiliates that this Agreement:

5.1.1 constitutes the whole agreement in relation to the Transaction and supersedes any previous agreement between the Parties (or any of their Affiliates) in relation to the Transaction; and

5.1.2 to the extent permitted by law, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

5.2 Each Party agrees that this Agreement is made on the basis that, neither Party has been induced to enter into this Agreement by, nor has relied on, any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment, which is not expressly set out in this Agreement.

5.3 The terms of this Agreement shall prevail over any additional purported confidentiality requirements imposed by any offering memorandum, confidential information memorandum, electronic datasite, or other repository of Confidential Information. Notwithstanding acceptance of any of the foregoing (including any "click-through" or other indication of assent to any of the foregoing), it is understood and agreed that the Receiving Party and its Related Persons' obligations with respect to Confidential Information are exclusively governed by this Agreement and may not be enlarged except by a written supplement in reference to this Agreement.

## 6. Miscellaneous

### 6.1 Right to terminate discussions

Each Party reserves the right in its sole and absolute discretion to terminate discussions and negotiations relating to the Transaction at any time, but such termination shall not affect the terms of this Agreement which shall remain in full force and effect. No discussions or communications between the Parties will:

6.1.1 serve to impair the right of that Party to develop, make, use, procure or market products or services now or in the future that may be competitive with those offered by the other Party;

6.1.2 require that Party to disclose any Confidential Information to the other Party;  
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6.1.3 result in any obligation to enter into any further agreement of any kind.

**6.2 No offer**

Neither the Confidential Information nor anything else in this Agreement shall constitute an offer by or on behalf of the Bidder or the Company (or any of their respective Affiliates) and neither the Bidder nor the Company (nor any of their respective Affiliates) shall be under any obligation to accept any offer or proposal or to proceed with or implement the Transaction.

**6.3 Compliance with law**

Each Party acknowledges that it must, and will advise each of its Related Persons that they must, deal with the Confidential Information having regard to each of the following, where applicable:

6.3.1 the prohibition on market abuse contained in UK MAR in particular in relation to insider dealing and unlawful disclosure of inside information;

6.3.2 Article 17 and 18 of UK MAR in relation to inside information;

6.3.3 the Disclosure Guidance and Transparency Rules issued by the Financial Conduct Authority;

6.3.4 the AIM Rules for Companies issued by London Stock Exchange plc;

6.3.5 the Euronext Rule Book issued by Euronext Amsterdam N.V.;

6.3.6 the criminal offences in relation to inside information contained in Part V of the Criminal Justice Act 1993; and

6.3.7 the requirements of any applicable legislation relating to privacy or the processing of personal data, including UK GDPR and/or GDPR, as applicable to independent controllers of any personal data contained in the Confidential Information, including but not limited to the obligation to process personal data fairly, lawfully and in a transparent manner.

**6.4 No representations or warranties**

6.4.1 No representation or warranty is made or given as to the accuracy or completeness of the Confidential Information or any other information supplied or as to the reasonableness of any assumptions on which any of the same is based (and there is no obligation on either Party to update or correct such information).

6.4.2 The Parties agree, for themselves and on behalf of their Related Persons, that (without prejudice to any liability for fraud) neither Party in its capacity as a Disclosing Party nor any of its Related Persons shall have any liability to the other Party in its capacity as a Receiving Party or any of its Related Persons, resulting from the use of the Confidential Information or any other information supplied, or for any opinions expressed, or any omissions or mis-statements made by any of them in connection with the Transaction.

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**6.5 Privileged Information**

No Party intends that the provision of its Confidential Information pursuant to this Agreement shall be deemed to waive or in any manner diminish any legal professional privilege or other privilege or protection applicable to any such Confidential Information.

**6.6 Takeover Code**

Nothing in this Agreement shall:

6.6.1 oblige a Party to take any action which the Panel determines would not be permitted by Rule 21.2 of the Code;

6.6.2 prevent the Company from making an announcement relating to a possible offer, or publicly identifying the Bidder as a potential offeror, if required by the Panel under Rule 2.2 or Rule 2.4 of the Code, and any such announcement may be made by the Company without prior notification to, or consultation with, the Bidder; and/or

6.6.3 prevent the Company from complying with the Code or any Panel determination.

**6.7 Third party rights**

No term of this Agreement is enforceable by a person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

**6.8 Variation and waiver**

6.8.1 No variation of this Agreement shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

6.8.2 No waiver of any right or remedy provided by this Agreement or by law shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, the Party granting it.

6.8.3 The failure to exercise, or delay in exercising, any right or remedy provided by this Agreement or by law does not:

6.8.3.1 constitute a waiver of that right or remedy;

6.8.3.2 restrict any further exercise of that right or remedy; or

6.8.3.3 affect any other rights or remedies.

6.8.4 A single or partial exercise of any right or remedy does not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

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### 6.9 Counterparts

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed shall be an original, but all the counterparts together constitute one instrument.

### 6.10 Costs

Each Party shall bear its own costs and expenses incurred in connection with the negotiation and preparation, of this Agreement and any other documents referred to in this Agreement and any other documents which are ancillary or incidental to it.

### 6.11 Severance

6.11.1 If any provision or part of any provision of this Agreement is or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

6.11.2 If any provision of this Agreement is or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, but would be valid and enforceable if some part of the provision were deleted, the provision in question shall apply in respect of such jurisdiction with such deletion as may be necessary to make it valid and enforceable.

### 6.12 Equitable remedies

Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages alone may not be an adequate remedy for any breach of the provisions of this Agreement. The remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of the provisions of this Agreement may be more appropriate remedies.

### 6.13 Governing law

This Agreement and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by, and construed in accordance with, English law.

### 6.14 Dispute resolution

6.14.1 Each Party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with this Agreement.

6.14.2 Each Party irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

This Agreement has been entered into on the date stated at the beginning of it.

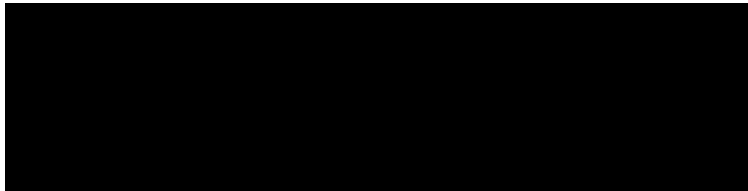
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**SIGNATURE PAGE**

**SIGNED** by **OSMAN CHERIF RIFAAT**, a  
director, for and on behalf of **ZINNWALD  
LITHIUM PLC**

**DIRECTOR**

Signature:



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**SIGNED** by **AMG LITHIUM B.V.** acting by the following authorised signatories

**AUTHORISED SIGNATORY**

Signature:



Name:

**Michael Connor (Managing Director)**

**AUTHORISED SIGNATORY**

Signature:



Name:

**Ludo Mees (Managing Director)**