

27 September 2024

Litica Resources B.V.  
Muiderstraat 7/A, 1011PZ  
Amsterdam, The Netherlands

Re: Irrevocable Offer No. 1/2024

D2 Lithium Corp, a corporation organized under the laws of Canada with registered offices at Suite 202-8661-201 Street Langley, BC V2Y 0G6, Canada (“Seller”), hereby submits this irrevocable offer No. 1/2024 (the “Offer”) to Litica Resources B.V., a company organized under the laws of the Netherlands with a registered office at Muiderstraat 7/A, 1011PZ Amsterdam, The Netherlands (“Buyer” and together with Seller, the “Parties”), to sell, assign and transfer to Buyer the total amount of shares that Seller owns in Dajin Resources S.A. (the “Company”), subject to the terms and conditions set forth under Annex A attached to this Offer.

This Offer shall be deemed irrevocably and unconditionally accepted by Buyer if no later than October 4, 2024, Buyer sends to Seller an acceptance letter pursuant to the draft under Annex B of this Offer (the “Acceptance Letter”).

Upon receipt of the Acceptance Letter, all terms and conditions under Annex A shall be deemed in full force and effect between the Parties.

Sincerely,

By: D2 Lithium Corp.

By:(signed) “Brian Findlay”  
Name: Stanley Brian Findlay  
Position: President

**Annex A**  
**Terms and Conditions**

**1. Transfer of Shares**

1.1 Subject to these terms and conditions:

- (a) the Seller hereby sells, assigns and transfers to the Buyer at Closing (as defined below) all right, title and interest in all its currently held shares in the Company, which represent a total amount of 149,940,000 ordinary shares, nominative, non-endorsable with a nominal value of AR\$1 per share, free from any Liens (the “Shares”). For the purposes of this Offer, “Liens” shall mean any liens (statutory or other), claims, mortgages, encumbrances, pledges, security interests (including, in respect of shares, depositary receipts for such shares having been issued), easements, hypothecation, rights-of-way, claims, covenants, conditions, restrictions (including transfer restrictions), options, rights of first offer or refusal, third-party rights, limitations on voting rights, encroachments, title defects or charges of any kind or nature whatsoever, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.
- (b) the Seller hereby sells, assigns and transfers to the Buyer at Closing any other rights held by Seller in the Company, in exchange for the assumption by Buyer of the obligations currently held with the Company by the Seller (the “Obligations Assumption”).

1.2 At Closing, Buyer shall pay Seller the Price set forth under Section 2 (Purchase Price) and in exchange, Buyer shall acquire the full, perfect and negotiable proprietary rights over the Shares.

1.3 This transaction includes the assignment to Buyer of all rights and obligations arising from the Shares, without limitations or exceptions, and including: (i) all economic and political rights; (ii) rights regarding capital contributions made and not capitalized in favour of the Company that may exist at Closing; (iii) rights to accumulated earnings in the Company until Closing, and to all dividends approved until the date of this Offer and pending payment as of Closing that correspond to the Seller; (iv) rights with respect to the subscription of shares of the Company corresponding to subscriptions offered until Closing; and (v) rights to distributions of the Shares declared by the Company until Closing, whether due to capitalization of capital adjustment accounts or reserves or for any other reason. In addition, Seller shall transfer to Buyer the rights in all other forms of distribution approved by the Company until Closing, whether due to capital reductions, share premium distributions or for other reasons; and in general, the Seller shall transfer to Buyer any type of credits that may correspond to the Shares and/or to the Seller in the Company or that the Seller may have against the Company (the “Rights”).

**2. Purchase Price and Payment**

2.1 The total price for the purchase of the Shares including all Rights is USD \*\*\* (the “Price”), which shall be paid by Buyer at Closing by wire transfer to be credited to the bank account in Canada specified in **Schedule 2.1**.

The Parties acknowledge and agree that, as of the date of this Offer, Buyer is not required by the applicable laws to deduct or withhold any taxes from the Price. However, if the Buyer is required to make any deductions or withholdings on accounts of taxes pursuant to the applicable law after the date of this Offer, Buyer shall: (a) deduct such tax from the amount payable to the Seller; (b) pay such

deducted amount to the relevant tax authority in the manner and within the timelines prescribed by such applicable law; and (c) promptly forward to the Seller a receipt or other document reasonably requested by the Seller evidencing such payment.

2.2 The wire transfer receipt shall be deemed to have liberating effect of payment for Buyer against Seller and shall constitute proof of an effective receipt and payment letter, notwithstanding which, at the Buyer's request, the Seller will be obliged to issue a formal payment receipt.

2.3 Each Party shall bear the expenses and costs of its own attorneys, advisors, accountants and auditors and any other expenses incurred in connection with the performance of all obligations hereunder.

### **3. Closing**

3.1 The Parties agree that Closing shall occur on the date of acceptance of this Offer ("Closing"). On the Closing date, the Parties shall meet at Lima 339, City of Buenos Aires, Argentina and/or through videoconference, in order to execute all closing acts, as agreed hereunder.

#### **3.2 Actions at Closing**

3.2.1 Buyer shall pay the Price as provided under Section 2 and shall comply with any other terms under this Offer. Seller shall deliver to Buyer a receipt of payment upon accreditation of the Price in the Seller's account identified in Schedule 2.1 of this Offer.

3.2.2 Seller shall deliver to Company a letter signed by Seller, communicating to the Company the transfer of the Shares to Buyer, pursuant to the terms of Article 215 of the Argentine Companies Act 19,550 (and any modifying and complementary provisions).

3.2.3 Seller shall deliver to the Buyer the certificates representing the Shares.

3.2.4 Seller shall deliver the original to the Company and copies to the Buyer of the letters of resignation to their position and to the corresponding fees signed by the Director Brian Findlay and of the Alternate Director Cosme Beccar Varela.

3.2.5 The Parties will cause that the Company hold a board meeting, pursuant to the terms of Appendix I.

3.2.6 The transfer of Shares shall be duly registered in the Share Registry Book.

3.2.7 The Seller shall cause the Company to resume the shareholders meeting of the Company originally called for September 17, 2024, in accordance with the terms of the Argentine Companies Act 19,550;

3.2.7 The Buyer shall cause Litica Resources S.A to enter into an assignment agreement with the Seller whereby the Seller sells, assigns and transfers to Litica Resources S.A. certain rights held by Seller in the Company, in exchange for the assumption by Litica Resources S.A. of the certain obligations held with the Company by the Seller.

3.3 Simultaneity of actions: All actions that the Parties shall perform at the date of Closing pursuant to the terms of Section 3.2 of this Offer shall be deemed to be performed simultaneously, as if all actions were a single one.

#### **3.4 Post-Closing obligations**

3.4.1 **Further assurances:** Subject to the other express provisions of this Offer, upon the request of the Buyer, the Seller shall use reasonable best efforts to undertake as soon as reasonably practicable (or procure the undertaking as soon as reasonably practicable of) all acts including executing and delivering (or procuring the execution and delivery of) all such other documents, instruments and agreements as may be reasonably necessary for the purpose of carrying out the intent of this Offer and the transactions contemplated by this Offer.

3.4.2 **Public statements:** Each Party hereto agrees not to issue any press release or make any other public announcement relating to this Offer or the transactions contemplated hereby without the prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed) of the other Party, except as may be required by law, court process or the rules and regulations of any national securities exchange or national securities quotation system, in which case the other Party hereto shall, to the extent practicable, be given the reasonable opportunity to review and comment on any such press release or other public announcement prior to its public release.

3.4.3 **Withdrawal of Mediation Process:** Immediately after Closing, the Seller shall proceed to withdraw and close the prejudicial mediation initiated on June 11, 2024 “*D2 Lithium Corp. c/ Dajin Resources S.A. and Litica Resources S.A. s/ impugnación de asamblea*”.

3.4.4 **Resignation Acceptance and Director Replacement.** Immediately after Closing, Buyer shall cause the Company to hold a Shareholder’s Meeting in which it shall be resolved to accept the resignations of Mr. Stanley Brian Findlay and Mr. Cosme María Beccar Varela to their position of principal and alternative director, respectively. Additionally, the Shareholders’ Meeting shall approve their performance as Directors, and appoint new directors in order to comply with paragraph two of Section 255 of the Argentine Company Act.

3.4.5 **Registration of Resignations and New Directors.** Promptly following the Closing date, the Buyer shall cause the Company and the members to the Board of Directors of the Company to file before the Public Registry of Commerce of the City of Buenos Aires (*Inspección General de Justicia*) for the purposes of registration therein, the resignation of Mr. Stanley Brian Findlay and Mr. Cosme María Beccar Varela to their position of principal and alternative director, respectively, and the appointment of their replacements.

#### **4. Representations and Warranties**

4.1 Seller represents and warrants Buyer that, at the date of the Offer and at the date of Closing:

4.1.1 It has full authority and all necessary powers to accept, agree and execute this Offer and the other documents related hereto, as well as to perform the obligations assumed under this Offer, and under the other documents related hereto, and to consummate the transactions contemplated in this Offer and/or in the remaining documents related hereto, which have been duly authorized.

4.1.2 The execution and performance of this Offer, and any other document related hereto by the Seller: (i) does not violate any provision of any regulation, applicable law, agreement or obligation to which the Seller may be subject; and (ii) does not violate any resolution, decision or ruling of any governmental or judicial authority applicable to Seller.

4.1.3 The Seller is the record and beneficial owner of, and has good, valid and marketable title to, the Shares, free and clear of any and all Liens, restraint, court order or any other claim or action that prevents the Seller from freely disposing of all or any part of the Shares.

4.1.4 No petition under any bankruptcy law has been filed by, or against the Seller, and the Seller has never made an assignment for the benefit of creditors or taken advantage of any insolvency act for the benefit of debtors.

4.1.5 The Seller is not subject to any restrictions or limitations, nor has made any acts or incurred in any omissions that may affect the transfer of the Shares in favor of the Buyer.

4.1.6 By means of this Offer and at Closing, the Buyer will acquire from the Seller the record and beneficial ownership of, and will have good, valid and marketable title to, the Shares, free and clear of any and all Liens.

4.1.7 The Shares (i) have been validly issued, subscribed, and fully integrated and are not subject to any Lien; and (ii) are the exclusive property of Seller and have been legitimately and validly acquired by Seller. None of the Shares have been issued nor have been acquired in violation of pre-emptive subscription rights or other rights of third parties.

4.1.8 Seller (i) has not made, offered, promised or authorized and will not, offer, promise or authorize the giving of any payment, gift, promise, entertainment or other advantage, whether directly or indirectly, for or for the direct or indirect use or benefit of any public official or any other person, when said offer, promise, payment, gift or entertainment violates Anti-Bribery Laws and Obligations (as defined in Section 9.1 below); (ii) except for Olen Aasen, J.D., De Visser Gray LLP and C&Beccar Varela has not and will not use any broker, agent, consultant or other intermediary in connection with the solicitation, obtention, negotiation, structuring or execution of this Offer; and (iii) has not received from any governmental authority or from any other person any internal or external notification, inquiry or accusation, nor has made any voluntary or involuntary disclosure to a governmental authority of any actual or potential violation or irregularity, in each case related to the Anti-Bribery Laws and Obligations.

4.1.9 Neither Seller nor any of its respective officers, directors, or managers are (i) a Sanctioned Person or is owned, directly or indirectly, by a Sanctioned Person; (ii) are organized, incorporated, resident, located or directly carry on a trade or business in any jurisdiction subject to Sanctions; or (iii) included on any applicable Sanctions List or export-related restricted party list.

For the purposes of this Section 4.1.9:

“Sanctions” means any laws or regulations relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time by a “Sanctions Authority”, which include without limitation: (i) the United States Government; (ii) the United Nations Security Council; (iii) the World Bank; (iv) the European Union or any of its member states’ governments; (v) the United Kingdom government; (vi) Canadian Government; (vii) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“OFAC”), the United States Department of State and Department of Commerce, and His Majesty’s Treasury; and (viii) any other governmental institution or agency with responsibility for imposing, administering or enforcing Sanctions with jurisdiction over the Seller.

“Sanctioned Person” means a person that is listed on, or owned or controlled by, or acting on behalf of, a person listed on any Sanctions List.

“Sanctions List” means (i) the Specially Designated Nationals and Blocked Persons list maintained by OFAC; (ii) the Denied Persons List maintained by the United States Department of Commerce; (iii) the Consolidated List of Financial Sanctions Targets maintained by His Majesty’s Treasury; or (iv) any other list issued or maintained by any of the aforementioned Sanctions Authorities of persons subject to Sanctions, each as amended, supplemented or substituted from time to time.

4.1.10 Seller is not aware of extrajudicial claims and/or actions, trials, processes and/or procedures initiated by any arbitrator or public authority and/or filed against the Seller that are in process and/or are imminent initiation, that affect and/or may affect the legality, validity and/or enforceability of the Offer, and/or prevent and/or hinder any of the operations, acts and/or documents provided for herein and/or in such documents.

4.2 Buyer represents and warrants Seller that, at the date of the Offer and at the date of Closing:

4.2.1 Buyer has full authority and all necessary powers to accept, agree and execute this Offer and the other documents related hereto, as well as to perform the obligations assumed under this Offer, and under the other documents related hereto, and to consummate the transactions contemplated in this Offer and/or in the remaining documents related hereto, which have been duly authorized.

4.2.2 Buyer has no restriction or impediment to enter into and fulfill this Offer. Neither the execution of this Offer nor the compliance with its terms and conditions will imply for the Buyer the breach or violation of any law, decree, administrative resolution or court order, contract, permit, certificate, license, or other legal instrument, in which the Buyer is a party to or to which the Buyer is obligated or subject.

4.2.3 The execution, granting, performance and execution of this Offer, and any other document related hereto, does not and will not require the Buyer to obtain any other consent, waiver, authorization or approval of any person, entity or authority, except as provided in this Offer.

4.2.4 Buyer represents that the source of funds transferred under this Offer is: (i) legitimate and originates from Buyer's lawful activities as part of its trade and business; and (ii) does not originate from activities related to money laundering, terrorist financing and other crimes.

4.2.5 Buyer (i) has not made, offered, promised or authorized and will not, offer, promise or authorize the giving of any payment, gift, promise, entertainment or other advantage, whether directly or indirectly, for or for the direct or indirect use or benefit of any public official or any other person, when said offer, promise, payment, gift or entertainment violates Anti-Bribery Laws and Obligations (as defined below); (ii) except for Stikeman and Allende & Brea has not and will not use any broker, agent, consultant or other intermediary in connection with the solicitation, obtention, negotiation, structuring or execution of this Offer; and (iii) has not received from any governmental authority or from any other person any internal or external notification, inquiry or accusation, nor has made any voluntary or involuntary disclosure to a governmental authority of any actual or potential violation or irregularity, in each case related to the Anti-Bribery Laws and Obligations.

4.2.6 Neither Buyer nor any of its respective officers, directors, or managers are (i) a Sanctioned Person (as defined in Section 4.1.7 of this Offer) or is owned, directly or indirectly, by a Sanctioned Person; (ii) organized, incorporated, resident, located or directly carry on a trade or business in any jurisdiction subject to Sanctions (as defined in Section 4.1.7 of this Offer); or (iii) included on any applicable Sanctions List (as defined in Section 4.1.7 of this Offer) or export-related restricted party list.

## **5. Termination of agreements. Waiver of claims**

After effectiveness of Closing, all agreements between the Parties related to or in connection with the Company shall be automatically terminated in their entirety, including without limitation, the Shareholders Agreement dated October 25, 2016 (the "SHA") and the Share Purchase Agreement dated October 25, 2016 (the "SPA"), and its corresponding amendments, except for the confidentiality provisions set forth in Article 4 of the SHA and Section 7.2 and Article 4 of Schedule "E" of the SPA. Except for such provisions, no further rights, obligations or responsibilities shall be in full force and effect between the Parties after termination of the agreements.

The Parties agree that, upon effectiveness of Closing, there shall be no liability or obligation on the part of either Party or any of such Party's affiliates - whether directly or indirectly-, subsidiaries, or any other related party or related person and each of its respective shareholders, directors, employees,

agents, consultants (the “Related Persons”) to the other Party resulting from or in connection with the Company, its mining rights, assets, and/or any agreement related thereto. As a result, each Party hereby waives any claim it may have against the other Party and such other Party’s Related Persons resulting from or in connection with the Company, its mining rights, assets or related agreements. For the purposes of this paragraph, the Company shall be considered a Related Person of Buyer. More specifically, upon effectiveness of Closing, Seller shall withdraw any and all claims filed by the Seller against Buyer and the Company, whether before a court or currently undergoing a mediation procedure and will take all appropriate steps to immediately terminate any of such proceedings and shall cover all the respective administrative costs, including the Mediator’s fees.

## **6. Indemnity by Seller**

The Seller shall indemnify and hold Buyer harmless from and against any actions and all costs and damages which the Buyer may suffer or incur or which may be brought against Buyer in any jurisdiction arising directly or indirectly out of, in respect of or in connection with (i) any failure of the Seller in performing any actions or obligations under this Offer; and/or (ii) any breach of warranty or representation under this Offer.

Without prejudice of any other provisions under this Offer, the Seller does not grant to the Buyer any indemnity related to the mining rights, exploration works, employees or any other matter connected to the operation of the Company.

## **7. Confidentiality**

The Parties shall not to disclose to third parties in any way and for a period of three (3) years after Closing any information about or regarding: (i) this transaction; (ii) this Offer; and/or (iii) information exchanged by the Parties hereunder or in connection therewith, unless such information is requested by a court of law or other competent authority, or unless a party is required to provide such information to any governmental or administrative body or disclose such information pursuant to a legal or regulatory obligation (including stock exchange regulations), or at the request of any organization, local or international, public or private. Each Party shall cause its respective personnel to comply with the provisions of this Section and shall remain liable for any act or omission that results in a breach of this Section by its own personnel.

## **8. Applicable Law and Dispute resolution**

8.1 This Agreement is ruled by the laws of the Republic of Argentina.

8.2 Any controversy between the Parties regarding this Offer, its interpretation, validity, compliance and/or non-compliance will be in good faith negotiated between the Parties for a period of thirty (30) calendar days. If, following such negotiation period the Parties failed to solve the dispute, it shall be finally settled at the Business Center for Mediation and Arbitration (Civil Association) (Centro Empresarial de Mediación y Arbitraje (Asociación Civil) (“CEMA”) by three arbitrators appointed in accordance with its rules. The Parties hereby waive any rights each may have to submit any dispute to any other jurisdiction. The tribunal shall apply the laws of Argentina to issue an award. For the execution of the award and for any other matter outside the arbitral jurisdiction, the Parties submit to the ordinary jurisdiction of the Courts of the City of Buenos Aires, waiving any rights to other jurisdictions. The arbitral tribunal may, at the request of one of the Parties, grant precautionary measures in the manner provided for in the CEMA Arbitration Rules.

## **9. Anti-Bribery Laws and Obligations**

9.1 In connection with this Offer, each Party agrees not to engage or cause its representatives and/or such of its respective affiliates to engage or participate in activities that could cause them or their

respective representatives to violate or breach any Anti-Bribery Laws and Obligations. Additionally, each Party agrees to release and indemnify the other Party from any liability, damages, costs and expenses related, directly or indirectly, to any breach or alleged breach of the Anti-Bribery Laws and Obligations. For the purposes of this Agreement, “Anti-Bribery Laws and Obligations” includes: (i) the laws relating to combating bribery and corruption, and/or the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention’s Commentaries; and (ii) the laws, decrees, regulations, judicial measures, administrative acts and/or regulations, whether in force or that may be enacted in the future in relation to money laundering, anti-terrorism, influence peddling and the fight against bribery and corruption in each Party’s place of incorporation, principal place of business, and/or place of registration as an issuer of securities, and/or in the countries of such Party’s ultimate parent company’s place of incorporation, principal place of business, and/or place of registration as an issuer of securities.

9.2 If a Party or any of its affiliates, or any of its respective directors, officers and employees, is formally notified of a judicial or administrative proceeding referring to the operations, activities and obligations established in this Offer, for the alleged violation of Anti-Bribery Laws and Obligations and/or Sanctions on the part of such Party or any of its Affiliates, or any of its directors, officers and employees, then such Party will immediately notify the other Party and keep it reasonably informed, provided that such Party is not obligated to disclose information considered lawful privileged.

9.3 Each Party declares: (i) that no Public Official or family member thereof (any son, daughter, stepson, father, mother, stepfather, stepmother, spouse, brother, father-in-law, mother-in-law, daughter-in-law, brother-in-law and any person living under the same household, except tenants and employees) is or has served as a director, officer or employee of such Party; or (ii) that has no actual, potential or apparent conflict of interest with the other Party or with the personnel of the other Party that could give rise to conflicting commitments or interests under this Offer.

## **10. Taxes and Duties**

10.1 Notwithstanding the provisions under Section 2.1, each Party shall bear any taxes and duties which are imposed on each Party and result payable by such a Party pursuant to the applicable law in respect of this Offer or the transactions contemplated hereby.

## **11. Notices**

11.1 Any notice or other communication, including any request, demand, consent, or approval, to or by a Party must be in legible writing and in English addressed as shown below

### **IF TO BUYER**

Litica Resources B.V.

Muiderstraat 7/A, 1011PZ

Amsterdam, The Netherlands

Attention: **[Redacted: personal information]**

Email: **[Redacted: personal information]**

With a copy to: **[Redacted: personal information]**

### **IF TO SELLER**

D2 LITHIUM CORP.  
Suite 202 – 8661 – 201 Street  
Langley, BC V2Y 0G9  
Canada

Attention: Brian Findlay, President

Email: **[Redacted: personal information]**

11.2 Notices shall be deemed to have been duly given by the sender and received by the addressee (i) if by delivery in person, when delivered to the addressee; or (ii) if by email transmission, on the next business day following the day on which it is successfully transmitted to the addressee.

**12. No assignment**

Neither Party may assign any rights under this Offer without the prior written consent of the other Party, not to be unreasonably withheld or delayed.

**Schedule 2.1.**

**Wire Transfer Instructions**

**[Redacted: Confidential banking information]**

**Appendix I**

**Draft of Board Meeting Minute**

**[Redacted: Confidential board meeting minutes]**

Buenos Aires City, September 27, 2024

**D2 LITHIUM CORP**  
Suite 202 – 8661 – 201 Street  
Langley, BC V2Y 0G9  
Canada

Re: Irrevocable Offer No. 1/2024

We hereby accept your Irrevocable Offer No. 1/2024 dated September 27, 2024.

Sincerely,

(signed) “Rodrigo Tosti Ibanez”

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**Rodrigo Tosti Ibanez**

**Attorney in fact**

**Litica Resources B.V.**