

EXECUTION VERSION

DATED 11 OCTOBER 2024

NORTH LEINSTER LITHIUM PROJECT
TERMINATION and SETTLEMENT AGREEMENT

TECHNOLOGY MINERALS PLC

and

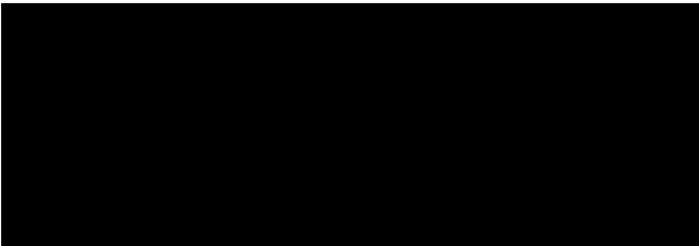
LRH RESOURCES LIMITED

and

GLOBAL BATTERY METALS LIMITED

SPENCER WEST

SPENCER WEST LLP



CONTENTS

CLAUSE

1. INTERPRETATION4

2. EFFECT OF THIS AGREEMENT5

3. PAYMENT AND TAX.....5

4. RELEASE6

5. AGREEMENT NOT TO SUE.....6

6. COSTS.....6

7. WARRANTIES AND AUTHORITY6

8. INDEMNITIES7

9. NO ADMISSION7

10. SEVERABILITY7

11. ENTIRE AGREEMENT7

12. CONFIDENTIALITY7

13. GOVERNING LAW.....8

14. JURISDICTION.....8

15. CO-OPERATION8

16. THIRD-PARTY RIGHTS.....8

17. COUNTERPARTS.....8

18. VARIATION8

This agreement is dated 11 October 2024

PARTIES

- (1) Technology Minerals PLC, a company incorporated and registered in England with company number 13446965, whose registered office is at [REDACTED]
- (2) LRH Resources Limited, a company incorporated and registered in Ireland with company number 619930 whose registered office is at [REDACTED] (**LRHR**)
- (3) Global Battery Metals Limited incorporated and registered in British Columbia, Canada whose registered office is at [REDACTED] (**Global**)

BACKGROUND

- (A) LRHR holds the legal title to the exploration licenses in Cos. Wicklow and Wexford as described in Schedule 1, forming the North Leinster Lithium project in the Republic of Ireland (the **Project**);
- (B) LRHR is a wholly-owned subsidiary of TM1;
- (C) Global and LRHR entered into a legally binding Amended and Restated Letter of Intent dated 15 August 2022 (**LOI**) under which GBML agreed to carry out and fund exploration work on the Project for which Global would have options to earn an equitable interest in the Project. A copy of the LOI is annexed as Schedule 2.
- (D) Under the LOI, Global funded the required exploration work to enable Global to exercise the First and Second Options (as defined in the LOI) and having exercised the First and Second Options Global acquired an agreed 55% equitable interest in the Project (the **Global Interest**).
- (E) Since the exercise by Global of the Second Option, Global has incurred liabilities of Euros 565,990.94 to pay for exploration works in connection with the Project as set out in Schedule 3 (**Global Liabilities**). The items set out in Schedule 3 Part A have been paid by LRHR as payment was not forthcoming from Global and the payments were required to be made to keep the Project licences in good standing. The items set out in Schedule 3 Part B remain unpaid as at the date of this Agreement.
- (F) TM1 has entered into binding Amended and Restated Heads of Agreement dated on or about the date of this Agreement (the **EUR HoA**) with European Lithium Limited (**EUR**) to sell to EUR the entire issued share capital of LRH subject to various conditions including completion by EUR of legal and technical due diligence (the **Share Sale**). The consideration for the Share Sale is the transfer of shares to TM1 or its nominee of 1,371,742 fully paid shares held by EUR in Critical Metals Corp, a company incorporated under the laws of Delaware United States and listed on NASDAQ (**CRML**) (the **Consideration Shares**) calculated in accordance with the EUR HoA to be locked up until 28 February 2025

- (G) A dispute has arisen between the parties to the LOI regarding the terms of the joint venture agreement to be made between LRHR and Global as required by the LOI to govern the management of the Project.
- (H) The parties have , agreed to terms for the termination of their mutual obligations under the LOI and for the full and final settlement of the Dispute and wish to record those terms of settlement, on a binding basis, but subject to the terms and conditions set forth in this agreement (**Agreement**).

AGREED TERMS

1. INTERPRETATION

The following definitions apply in this deed.

Completion: completion of the Share Sale;

Consideration: USD 10 million to be settled through the transfer to TM1 and TM1's nominees of the Consideration Shares;

Consideration Shares: the 1,371,742 fully paid shares held in CRML, to be transferred to TM1 and GBML and certain creditors

CG50: an application for CGT clearance;

CGT: Irish Capital Gains Tax

CRML: Critical Metals Corp, a company incorporated under the laws of Delaware United States and listed on NASDAQ;

EUR HoA: the Amended and Restated binding heads of agreement made on or about the date of this Agreement between TM1 and European Lithium Limited (**EUR**) to sell to EUR the entire issued share capital of LRHR a copy of which is attached hereto as Schedule 4

Global Interest: the agreed 55% equitable interest in the Project acquired by Global following the exercise the of the First and Second Options (as defined in the LOI);

Global Portion: 55% of the sum of North Lithium Consideration less € 377,327.29 (being two thirds of the total of amounts set out in Schedule 3);

Global Portion Shares: the proportion of the Consideration Shares attributable to the Global Portion, being 284,362 fully paid shares in CRML:

Global Lock up Agreement: the lock up agreement to be made between CRML and Global in similar terms to the form of Lock-agreement set out in Schedule 5

Lock-up Agreement: the lock up agreement to be entered into between TM1 and CRML under the EUR HoA;

Net Consideration: USD\$9,000,000 being the Consideration less commission and any other expenses payable; amounting to 10% of the Consideration.

North Lithium Consideration: USD\$4,500,000 being 50% of the Net Consideration;

Project: the exploration of the licenses in Cos. Wicklow and Wexford as described in Schedule 1, forming the North Leinster Lithium project in the Republic of Ireland;

Related Parties: a party's parent, subsidiaries, assignees, transferees, representatives, principals, agents, shareholders officers or directors, and all persons acting by, through, under, or in concert with them.

Share Sale: the sale by TM1 to EUR of the entire issued share capital of LRH in accordance with the EUR HoA, subject to various conditions including completion by EUR of legal and technical due diligence, and

TM1 Portion: 45% of the North Lithium Consideration.

2. EFFECT OF THIS AGREEMENT

The parties hereby agree that on and subject to Completion, receipt by Global of the approval of its shareholders to the transactions contemplated herein by special resolution at a meeting duly called and held, and the approval of the TSX-V and the provisions of Article 3:-

- (a) The LOI shall be terminated with immediate effect;
- (b) All Global's interests in the Project shall be deemed to be transferred to LRHR.
- (c) Global shall be paid the Global Portion in accordance with Clause 3 below.
- (d) TM1 will retain the TM1 Portion.

TM1 will keep Global advised of any and all matters concerning the EurHoA (including without limitation, the termination thereof) and will provide immediate written notice to Global that Completion has occurred. TM1 warrants to Global that as of the date hereof the EurHoA remains in full force and effect unamended. TM1 will deliver for and on behalf of Global to CRML on Completion the Global Lock Up Agreement.

3. PAYMENT AND TAX

3.1 On Completion TM1 will pay the Global Portion directly to Global or its nominee by the transfer by EUR of the Global Portion Shares subject to the terms of the **Global Lock up Agreement**. Global will deliver the duly executed Global Lock up Agreement to TM1 before Completion. The Global Portion Shares will not be subject to any resale restrictions (contractual or regulatory) after the Lock up Period has expired and will have no legends thereon except set forth in the Global Lock up Agreement

3.2 Pay the sums due to the creditors listed in Schedule 3 Part B by the transfer of Consideration Shares as follows:-

- (a) 33,128 Consideration Shares to Aurum;
- (b) 47,145 Consideration Shares to Priority Drilling.

- 3.3 Global will make a CG50 application for CGT clearance, and will pay in full any CGT payable in respect of the disposal of the Global Interest if required to do so by the Irish tax Authority.

4. RELEASE

The Parties acknowledge that the delivery to Global of the Global Portion Shares with effect as of such delivery is in full and final settlement of, and for good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), each party hereby releases and forever discharges, all and/or any actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that it, its Related Parties or any of them ever had, may have or hereafter can, shall or may have against the other party or any of its Related Parties arising out of or connected with:

- (a) The Dispute.
- (b) The underlying facts relating to the dispute.
- (c) Any other matter arising out of or connected with the relationship between the parties including without limitation matters concerning the LOI and the Project.

5. AGREEMENT NOT TO SUE

- 5.1 With effect as of the delivery set forth in Section 4, each party agrees, on behalf of itself and on behalf of its Related Parties not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party or its Related Parties any action, suit or other proceeding concerning the Released Claims, in any jurisdiction.
- 5.2 Clause 4 and clause 5.1 shall not apply to, and the Released Claims shall not include, any claims in respect of any breach of this agreement.

6. COSTS

- 6.1 The parties shall each bear their own legal costs in relation to the Dispute and this agreement.
- 6.2 This clause supersedes and overrides any and all previous agreements between the parties and any court order regarding the legal costs in relation to the Dispute and in relation to this agreement (including the implementation of all matters provided by this agreement).

7. WARRANTIES AND AUTHORITY

- 7.1 Each party warrants and represents that it has not sold, transferred, assigned or otherwise disposed of its interest in the Released Claims.
- 7.2 Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this agreement.

8. INDEMNITIES

Each party hereby indemnifies, and shall keep indemnified, the other party against all costs and damages (including the entire legal expenses of the parties) incurred in all future actions, claims and proceedings in respect of any of the Released Claims which it or its Related Parties or any of them may bring against the other party or its Related Parties or any of them.

9. NO ADMISSION

This agreement is entered into in connection with the compromise of disputed matters and in the light of other considerations. It is not and shall not be represented or construed by the parties as, an admission of liability or wrongdoing on the part of either party to this agreement or any other person or entity.

10. SEVERABILITY

If any provision of this agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this agreement.

11. ENTIRE AGREEMENT

11.1 This agreement constitutes the entire understanding and agreement between the parties in relation to the subject matter of this agreement.

11.2 Each party acknowledges that it has not entered into this agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other party (whether orally or in writing) other than as expressly set out in this agreement.

12. CONFIDENTIALITY

12.1 The terms of this agreement, and the substance of all negotiations in connection with it, are confidential to the parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other party other than:

- (a) To the parties' respective auditors, insurers and lawyers on terms which preserve confidentiality.
- (b) To the extent that such information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, the Financial Conduct Authority, the London Stock Exchange, the TSX Venture Exchange or the Toronto Stock Exchange or pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and

- (c) As far as necessary to implement and enforce any of the terms of this agreement, including, without limitation, in a management information circular of Global to seek approval to proceed with the matters contemplated herein.

The parties are entitled to confirm the fact of, but not the terms of, settlement of the Dispute.

13. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

14. JURISDICTION

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

15. CO-OPERATION

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

16. THIRD-PARTY RIGHTS

No person who is not party to this agreement shall have any right to enforce any term of this agreement.

17. COUNTERPARTS

This agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement. For the purposes of completion, a signed counterpart sent by email by the parties' legal advisers shall be binding.

18. VARIATION

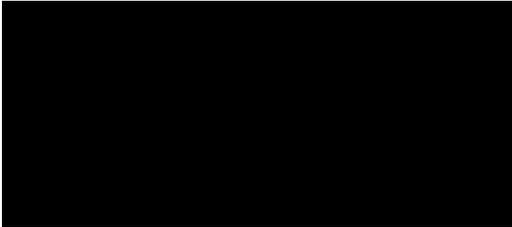
Any variation of this agreement shall be in writing and signed by or on behalf of each party.

Schedule 1 Licenses

No	Licence Area	Commence Date	AREA km2
1	3030 NE Leinster	12/10/2018	44.92
2	3285 NE Leinster	12/10/2018	40.67
3	3799 NE Leinster	12/10/2018	41.91
4	4536 NE Leinster	23/10/2018	25.57
5	4537 NE Leinster	23/10/2018	24.57
6	4538 NE Leinster	23/10/2018	24.92
7	4539 NE Leinster	23/10/2018	40.33
8	4540 NE Leinster	12/10/2018	31.06
9	4541 NE Leinster	12/10/2018	33.7
10	4542 NE Leinster	23/10/2018	33.05
11	4543 NE Leinster	23/10/2018	40.64
12	4544 NE Leinster	23/10/2018	21.89
13	4545 NE Leinster	12/10/2018	32.52
14	4546 NE Leinster	12/10/2018	20.12
15	4547 NE Leinster	23/10/2018	21.49
16	1597 SW Leinster	22/03/2022	48.32
	TOTAL		525.68

Schedule 2 Letter of Intent

Wilson Robb
Director
LRH Resources Limited



August 15, 2022

Dear Mr. Robb,

AMENDED and RESTATED LETTER OF INTENT (THE "LOI") WITH THE ORIGINAL TRANSACTION ENTERED INTO AS OF APRIL 16, 2020 (THE "ORIGINAL DATE") AND THE DATE OF THIS AMENDMENT AND RESTATEMENT BEING THE "RESTATEMENT DATE"

PROPOSED OPTION/JOINT VENTURE BETWEEN LRH RESOURCES LIMITED AND GLOBAL BATTERY METALS LTD. TO EXPLORE AND ADVANCE THE NORTH-WEST LEINSTER LITHIUM PROJECT

This Amended and Restated Letter of Intent effective as of the Restatement Date incorporates and includes the agreed changes to the Letter of Intent made on the Original Date and amends, restates and supercedes in its entirety the Letter of Intent made on the Original Date.

LEGAL*56715054.1

A. EARN-IN/JOINT VENTURE OPTIONS - BACKGROUND

LRH Resources Limited ("LRHR" or the "TITLEHOLDER") holds the mineral exploration rights to the North West Leinster Lithium Project (the "PROJECT") in Ireland as illustrated and defined in Schedules A and B.

The parties hereto agree that the mineral exploration rights that existed as at the Original Date (the "Original Date Rights") are the 15 licenses exclusive of PL 1597 and that the mineral exploration right that has been added after the Original Date and as at the Restatement Date (the "Restatement Date Rights") is PL1597.

LRHR represents and warrants that it has obtained all mineral prospecting licences (the "Licences") relevant to the PROJECT and that the Licences are in good standing.

For the purposes of this LOI "Business Day" means a day, other than a Saturday or a Sunday on which commercial banks are open for the transaction of business in Vancouver, British Columbia, Canada and Ireland.

By our mutual execution hereof, LRHR and Global Battery Metals Ltd. ("GLOBAL") agree to the following terms;

B. EARN-IN/JOINT VENTURE OPTIONS

GLOBAL shall have the option to earn up to a 90% undivided equity interest in the PROJECT upon the terms set out below.

1. 1st Option. GLOBAL can earn a 17.5% equity interest in the PROJECT (the "1st Option Earn-In") by spending: (i) €85,000 on expenditures on the PROJECT on or prior to October 12, 2022 (such date being hereinafter referred to as the "COMMENCEMENT"); and (ii) up to €6,500 in connection with all such licence charges, fees and rents as may be required to keep the PROJECT in good standing until October 12, 2022. LRHR will use commercially reasonable efforts to make representations with all regulatory and governmental agencies in Ireland to defer (or to block blend) any minimum required expenditures on the PROJECT during the term of the 1st Option Earn-In given the fact that it is estimated that as of the Restatement Date, there is a deficiency of approximately €69,500. LRHR shall keep GLOBAL reasonably apprised with respect to such efforts and shall respond in a timely manner to all reasonable requests of GLOBAL for information in connection therewith.

In the event GLOBAL fulfills the terms of the 1st Option Earn-in but does not exercise the 2nd Option, under the terms of Section 8(2), GLOBAL shall send a notice to such effect to LRHR, whereupon as soon as reasonably practicable, the joint

venture contemplated in Section 8(4) and on the terms and conditions therein contained shall be formed (with the equity interests of the parties to be GLOBAL 17.5% and LRHR 82.5%) (or a *pro rata* adjustment to the equity interest split agreed to by GLOBAL and LRHR relating to GLOBAL'S overspend in excess of the said €85,000 expenditures for the 1st Option Earn-in (the "1st Option Overspend"). The date of formation of the said joint venture (the "Joint Venture") for all purposes of this LOI shall be the "JV Formation Date" and the period prior to the JV Formation Date is the "Earn In Period".

2. **2nd Option.** In the event that GLOBAL exercises the 1st Option Earn-In, GLOBAL can earn a further 37.5% equity interest (for a cumulative 55% equity interest in total) in the PROJECT (the "2nd Option Earn-In") by: (i) providing notice to LRHR of exercise by GLOBAL of the 1st Option Earn-In (the "1st Option Notice") on or prior to October 12th 2022; (ii) spending a further €500,000 on expenditures on the Project within two years following receipt by LRHR of the 1st Option Notice (the "2nd Option Earn-In Period") and on the basis that GLOBAL must spend a minimum of €50,000 in expenditures during any half year (six months) of the 2nd Option Earn-In Period. LRHR and GLOBAL agree that any 1st Option Overspend shall be counted as expenditures that form a part of the €500,000 expenditure requirement during the 2nd Option Earn-In Period; and (iii) paying LRHR €50,000 in either cash or common shares of GLOBAL ("Global Shares"), at the option of GLOBAL, and at the Market Price (as such term is defined in

the policies of the TSX Venture Exchange) as at the date GLOBAL provides notice to LRHR of exercise of the 2nd Option Earn-In (the "2nd Option Notice"¹¹), provided that at least €5,000 will be payable in cash, with the aggregate payment being made or Global Shares being delivered, as the case maybe, within 14 Business Days following the date of the 2nd Option Notice.

Prior to the exercise of the 2nd Option Earn-In by the forwarding of the 2nd Option Notice, both parties will have a right of first refusal ("RoFR"¹¹) to purchase the other party's equity in the PROJECT (the "Transferring Party"¹¹), if the Transferring Party shall receive a bona fide written offer from a third person (the "Third Party"¹¹), which the Transferring Party is willing to accept, it being understood and agreed that if a party seeks to transfer its equity interest in the PROJECT prior to the exercise by GLOBAL of the 1st Option (being a 17.5% equity interest or other adjusted equity interest as provided in Section B(I)), then: (i) GLOBAL shall have the right to purchase all of the rights of LRHR in the PROJECT (which are subject to this LOI) and if GLOBAL shall see fit, to activate the 1st Option Earn In (or if applicable, the 2nd Option Earn In) prior to accepting such purchase in the place and stead of the Third Party; and (ii) LRHR shall have the right to purchase all of the rights of GLOBAL set out in this LOI (which may or may not be after GLOBAL has exercised the 1st Option and acquired a 17.5% equity interest or other adjusted equity

interest as provided in Section B(I)) in the place and stead of the Third Party.

3. **3rd Option.** In the event that GLOBAL exercises the 2nd Option Earn-In, GLOBAL can earn a further 35% equity interest (for a cumulative 90% equity interest in total) in the PROJECT (the "3rd Option Earn-In") by: (i) providing LRHR with the 2nd Option Notice; (ii) spending a further €1,000,000 in expenditures on the PROJECT within two years following receipt by LRHR of the 2nd Option Notice (the "3rd Option Earn-In Period") and on the basis that GLOBAL shall spend a minimum of €50,000 in expenditures during any half year period (six months) of the 3rd Option Earn In Period) provided that LRHR and GLOBAL agree that any expenditures on the PROJECT spent by GLOBAL in excess of €500,000 during the 2nd Option Earn-In Period prior to Commencement, shall be counted as expenditures that form a part of the €1,000,000 expenditure requirement during the 3rd Option Earn-In Period; and (iii) paying LRHR €200,000 in either cash or Global Shares, at the option of GLOBAL, and at the Market Price as at the date GLOBAL provides notice to LRHR of exercise of the 3rd Option Earn-In (the "3rd Option Notice"), provided at least €20,000 will be payable in cash, with the aggregate payment being made or Global Shares delivered, as the case maybe, within 14 Business Days following the date of the 3rd Option Notice.

-
4. During the Earn In Period: (i) GLOBAL shall sole fund the exploration of the PROJECT; and (ii) the Title Holder will keep the tenure and permitting conditions in good standing (including by means of recording or registering in accordance with applicable law, the expenditures made by GLOBAL under this LOI).

 5. During the 1st Option Earn-In Period and 2nd Option Earn-in Option Period (but not the 3rd Option Earn-In Period), the Title Holder will prepare within 60 days of the end of each prior program and budget a draft program and budget for review by GLOBAL (each, a "Draft Program and Budget"). Each Draft Program and Budget shall be designed in such a manner so as to permit GLOBAL to meet its expenditure requirements (spread out over the applicable Earn-In Period in a commercially reasonable manner) set out in B(1) and (2) and so as to not obstruct or prevent GLOBAL from meeting such expenditure requirements. Within the next 30 days after the delivery of the Draft Program and Budget to GLOBAL, GLOBAL and LRHR shall liaise in order to come to agreement with respect to the Draft Program and Budget. If: (i) within such 30 days GLOBAL and LRHR reach agreement with respect to the Draft Program and Budget, then the Draft Program and Budget as so agreed upon shall be an "Approved Program and Budget" for the purposes of this LOI; or (ii) within such 30 days GLOBAL and LRHR are unable to reach agreement with respect to the Draft Program and Budget, the dispute (the "Dispute")

shall be elevated to the Chief Executive Officers of GLOBAL and LRHR who shall attempt to resolve the Dispute with respect to the Draft Program and Budget within a further period of six months (being the "Dispute Period").

The 1st Option Earn-In Period and the 2nd Option Earn-In Period shall be extended by the amount of time each Dispute is in existence, to a maximum of six months for each Dispute.

If within the Dispute Period: (i) GLOBAL and LRHR reach agreement with respect to the Draft Program and Budget, then the Draft Program and Budget as so agreed upon shall be an "Approved Program and Budget" for the purposes of this LOI; or (ii) Global and LRHR fail to reach agreement with respect to the Draft Program and Budget then the Earn In Period shall terminate and if GLOBAL has satisfied the applicable requirements of the 1st Option Earn-In Period, then the Joint Venture shall be formed and there shall be a JV Formation Date.

It is understood and agreed that GLOBAL and LRHR shall each act in a commercially reasonable manner with respect to each Draft Program and Budget and shall not take positions that are "off market" in the international mining community or that are designed to specifically detract from the earn in provisions of this LOI.

6. During the 1st Option Earn In Period and the 2nd Option Earn In Period, GLOBAL shall grant LRHR the preferential right to either directly or indirectly through its affiliates provide operational, technical services and support for the PROJECT and Approved Programs and Budgets, based on agreed budgets and schedules of rates, provided that the rates and other terms being offered by LRHR or its affiliates are on market terms.
7. If GLOBAL earns a 55% equity interest in accordance with the terms of the 2nd Option Earn-In the JV shall be formed and the JV Formation Date shall occur.
8. Until the JV Formation Date, the PROJECT will be subject to a 25 km area of interest around the Original Date Rights (the uAOI"). Any opportunity to acquire new ground, exploration rights or licences in the AOI shall first be offered by the party concerned to the other party and the parties shall negotiate the terms in relation to each new licence in good faith to develop that opportunity jointly.

C. JV OPERATION CONDITIONS

1. The provisions of this Section C apply with respect to the Joint Venture as of the JV Formation Date.
2. The parties shall act in a commercially reasonable manner and negotiate and then settle and execute and deliver a formal

joint venture agreement (within a period of 60 days after the Joint Venture Formation Date) on mutually agreeable terms and conditions and not inconsistent with the terms of this LOI (the "Joint Venture Agreement"). Among other things, the Joint Venture Agreement shall contain terms providing for voting rights and managerial duties.

3. Each party will have a right of first refusal (the "ROFR") to purchase the other party's equity interest in the PROJECT and the Joint Venture. If a party does not exercise its ROFR then then subject to Section C(4) the other party may transfer its equity interest in the PROJECT and the Joint Venture to the third party (the "**Buyer**") whose offer gave rise to the ROFR rights.
4. Each party shall retain a tag along right (the "Tag Holder") such that if the other party intends to sell its equity interest in the PROJECT and the Joint Venture (and the Tag Holder or the other party does not exercise its ROFR) the Buyer will be obligated to acquire the Tag Holder's equity interest in the PROJECT and the Joint Venture under equivalent pro rata terms.
5. The PROJECT will be subject to the AOI such that and any ground, exploration rights or licences in the AOI acquired by either party within the AOI will be offered initially to the Joint Venture on the same terms upon which it was acquired.

-
6. The party owning the majority equity interest will retain complete control of expenditure and exploration programs but will keep the other party fully informed of all technical progress, site visits and technical meetings.
 7. On the termination of the Earn In Period, both parties have the option to fund approved programs and budgets and an agreed standard dilution clause shall apply. The formula for calculating a party's equity interest from time to time is as follows:

$$I = \frac{Q}{R} \times 100$$

Where:

I is the party's equity interest;

Q is the total of the actual and deemed contributions by that party to expenditures to the date of calculation; and

R is the total of the actual and deemed contributions by both parties to expenditures to the date of calculation.

For the purposes of the above, a party's 'deemed contribution' to expenditures shall mean an amount equal to the amount of expenditures sole funded by GLOBAL during the Earn In Period multiplied by that party's equity interest as at the date GLOBAL ceased sole funding. Actual contributions shall be based on actual contributions of the parties following the Earn In Period or once GLOBAL ceases sole funding.

8. If the equity interest of either party is diluted below 10%, its equity interest shall convert to a gross smelter return royalty equal to 2% (the "GSR") of the actual cash proceeds (not inclusive of any value added tax or other tax required to be collected and remitted in respect of any sale), without deductions of any kind, received by the owner of the PROJECT from the sale of Products (as defined below) mined, extracted, removed, produced or otherwise recovered from the property comprising the PROJECT. The GSR shall be set forth in a mutually acceptable royalty agreement.

For the purposes of the GSR, "Products" means spodumene concentrates, lithium carbonate, lithium sulphate, lithium hydroxide or any other lithium compounds whether solid or in solution and all other minerals produced from the PROJECT.

9. The royalty payor of the GSR shall have a buy-back right (the "Buy-Back Right"), exercisable within 12 months of the grant thereof, on one half of the 2% GSR (to reduce the GSR to a 1% GSR) by providing notice of the exercise of such Buy-Back Right (the "Buy-Back Notice") and paying €1,000,000 in cash to the royalty holder of the GSR within 14 Business Days of the date of the Buy-Back Notice.

At the option of GLOBAL and if GLOBAL is the royalty payor, the said price for the Buy-Back Right may be settled, at the option of GLOBAL, in whole or in part, by either cash or shares,

at the Market Price at the date of the Buy-Back Notice, subject to the rules of the TSX Venture Exchange.

10. For a period of two years from the JV Formation Date LRHR shall have the preferential right to either directly or indirectly through its affiliates provide operational, technical services and support for the PROJECT and approved programs and budgets, based on agreed budgets and schedules of rates, provided that the rates and other terms being offered by LRHR or its affiliates are on market terms.

D CURRENCY

Unless otherwise stated, all references in this LOI to sums of money are expressed in lawful money of Canada and "\$" refers to Canadian dollars. All references to € refers to Euros.

E GOVERNING LAW AND PRESS RELEASES

1. This LOI shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any principles of conflict of laws thereof which would result in the application of the laws of any other jurisdiction. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this LOI.

2. All public announcements or press or stock exchange releases must be approved in writing by both parties, such approval not to be unreasonably withheld or delayed. The approval shall not apply to a disclosure: (i) by a party to its directors or officers, or the directors, officers, partners or employees of any financial, accounting, legal and professional advisers of such party and its affiliates, as well as any contractors and subcontractors of such party or to an agent that has a bona fide need to be informed and who is bound by the same confidentiality provisions set out in this Section; (ii) by a party to a person providing debt or equity financing or funding to the party; (iii) by a party to any third person to whom the disclosing party in a bona fide and in good faith contemplates a transfer of its equity interests provided that such a transfer is in full compliance with the provisions of this LOI; (iv) by a party to any person that is proposing to acquire control of the party by way of a take-over bid, the sale by the party of all or substantially all of its assets or business, or the acquisition, amalgamation, arrangement, merger, or combination of the party with or into any other person; or (v) by a party for the purpose of any judicial proceedings arising out of this LOI or any other agreement entered into under or pursuant to this LOI, provided that in the case of disclosure contemplated under subsections (ii), (iii) and (iv), prior to receiving any confidential information, the recipient enters into a confidentiality agreement with the disclosing party pursuant to which the recipient provides a confidentiality undertaking to maintain the confidentiality of the confidential information. Only such confidential information as any recipient person shall have a legitimate business need to know shall be disclosed.

F ARBITRATION

Any disputes under this LOI shall be submitted to binding arbitration consisting of a panel of three arbitrators, one arbitrator appointed by each of the parties with a third arbitrator appointed by the parties' two designated arbitrators, with all costs of such arbitrator to be borne by the unsuccessful party(ies).

For greater certainty the decision of the arbitrators, or a majority of them, shall be final and binding upon the parties as to any matter or matters so submitted to arbitration and the parties shall perform the terms and conditions thereof. The parties further agree that the provisions of the *Arbitration Act* (British Columbia) shall apply to any such arbitration.

G DEFINITIVE DOCUMENTATION

The parties may enter into a formal agreement containing more detailed provisions with respect to the option and earn-in/joint venture, but preserving the principles of the agreement herein contained and shall enter into a Joint Venture Agreement as herein contemplated. However, until such agreement is completed, or if no such agreement is made, the provisions

herein shall have full effect, shall be enforceable against the parties and shall govern the operation of the matters herein.

H. SHARING OF OPPORTUNITY REGARDING AMG LITHIUM GMBH OR OTHER THIRD PARTY DEFINITIVE DOCUMENTATION

1. Until the JV Formation Date, if a Third Party directly or indirectly expresses its desire to acquire an equity interest in the Project ("Third Party Expression of Interest"), then provided that GLOBAL and LRHR are mutually satisfied with the terms of such acquisition and the related agreements that will be part of the acquisition, then GLOBAL and LRHR will enter into an agreement to terminate this LOI, including any Joint Venture ("Termination Agreement").

The recipient of the signed Third Party Expression of Interest, being either LRHR or GLOBAL (as the case may be) ("the Recipient") shall immediately send to the other party (the "Other Party") the signed Third Party Expression of Interest and the Recipient shall keep the Other Party reasonably apprised by both written documentation and oral communications with respect to the progress being made with respect to the Third Party acquisition. This will include the Recipient sending to the Other Party the draft acquisition and related agreements that will form a part of the Third Party Acquisition from time to time.

When such acquisition and related agreements are in near to final form (execution ready) (the "Final Third Party Documents") the Other Party shall have a period of 30 days after receipt of

the Final Third Party Documents to advise the Recipient in writing (the "Third Party Participation Consent") that it is satisfied with the Third Party, the Third Party Acquisition and the terms of the Final Third Party Documents (the "Third Party Consideration Period"). If the Other Party does not send the Third Party Participation Consent to the Recipient prior the end of the Third Party Consideration Period (or if the Other Party sends a written notice to the Recipient that it is not satisfied with the Third Party, the Third Party Acquisition or the terms of the Final Third Party Documents), then the Recipient may only transfer its interest in the PROJECT subject to the overriding ROFR rights in favour of the Other Party and the tag along rights held by the Other Party.

2. As part of any Termination Agreement (as hereinafter defined), the parties will agree to incorporate and organize a subsidiary, in a jurisdiction that is acceptable to LRHR and GLOBAL, ("PROPERTYCO") and LRHR will transfer the Project to PROPERTYCO free and clear of any and all encumbrances. LRHR will cause:
 - a. 35% of the shares of PROPERTYCO to be issued to GLOBAL for zero consideration, or
 - b. At the option of GLOBAL, 55% of the shares of PROPERTYCO to be issued to GLOBAL for consideration equal to EUR266,000 (less any exploration expenditures incurred by GLOBAL after the Restatement Date) to be satisfied by cash or the issuance of common shares of GLOBAL at a price per share equal to the volume weighted average trading price such shares on the TSX Venture Exchange for the five days prior to the date of issuance (or such other price as required by rules of the TSX Venture Exchange) based on a then current exchange rate (EURO to Canadian dollars).

3. Immediately after the incorporation of PROPERTYCO: (i) LRHR shall issue the percentage of shares of PROPERTYCO to GLOBAL as set forth in the Third Party Participation Consent and LRHR shall own the remaining shares of PROPERTYCO not acquired by GLOBAL; (ii) GLOBAL and LRHR will terminate the Agreement, and if applicable, any Joint Venture (the "Termination Agreement"); and (iii) GLOBAL and LRHR will sign a mutually satisfactory shareholders' agreement (the "SHA") with respect to PROPERTYCO including such matters as board nomination rights; voting rights; and transfer restrictions.

It is contemplated that the Third Party Acquisition will either entail the acquisition by the Third Party of an interest in PROPERTYTCO (by acquiring a pro rata interest from each of GLOBAL and LRHR} or the acquisition by the Third Party of an interest in the PROJECT (with PROPERTYCO to retain a reduced interest in the PROJECT). If the former is the case, then the Third Party will execute and deliver a deed of assumption with respect to the SHA {with the necessary amendments, such amendments to be subject to the mutual agreement of GLOBAL and LRHR}.

If you are in agreement with the terms of this LOI please sign a duplicate copy and return to the undersigned

Global Battery Metals Ltd.



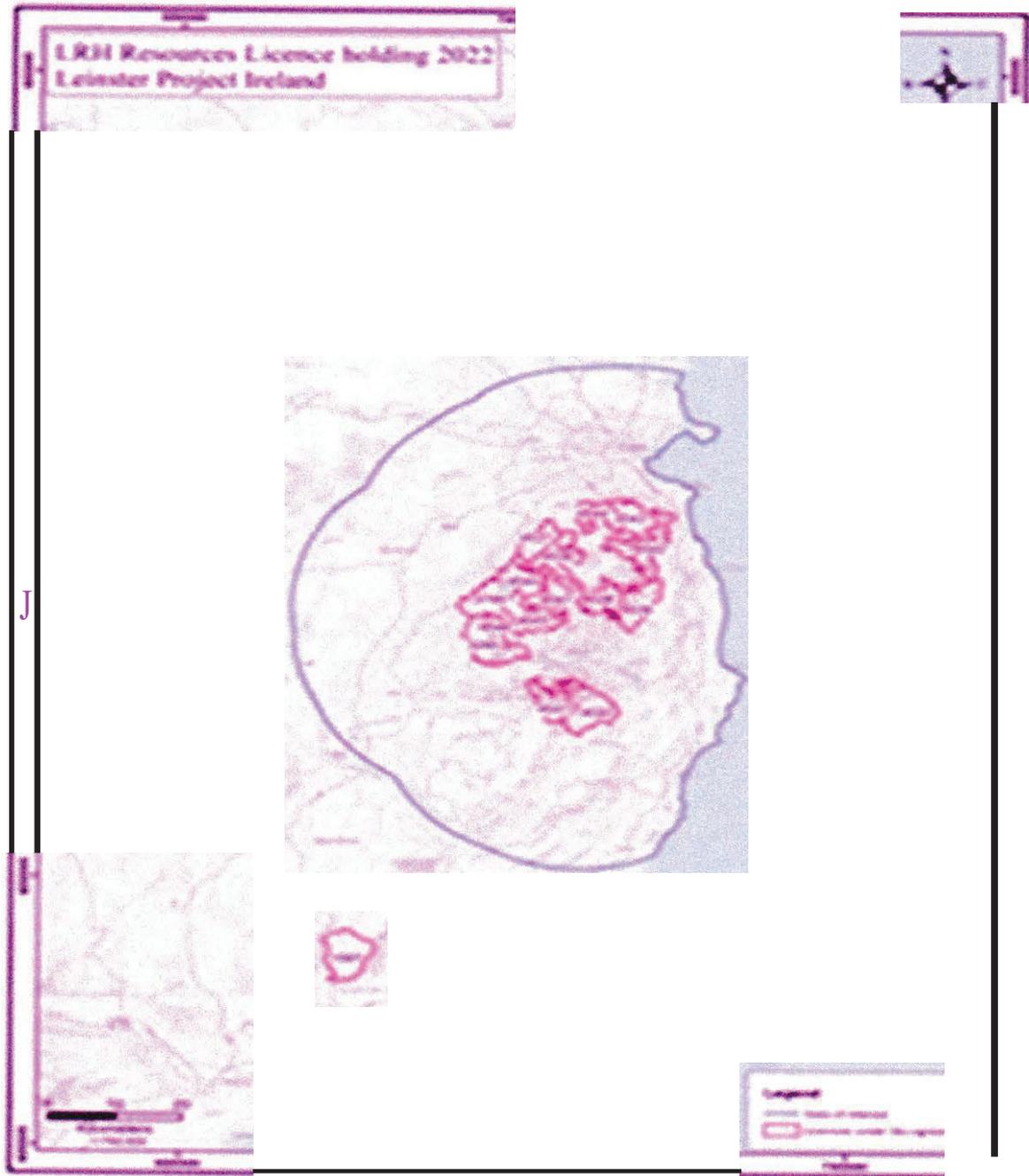
Accepted and agreed as of 16th August 2022

LRH Resources Limited



Wilson Robb
Director

Figure showing the NW Leinster Lithium Project Area



Schedule 3

Creditor	Status	Description	Period	Amount
Part A - Paid by LRH				
GSRO	Paid by LRH	Licence Fees GSRO Invoice for 332-1 (Northern Block)	Nov-23	€ 4,000.00
GSRO	Paid by LRH	Licence Fees GSRO Invoice for 332-2 (Northern Block)	Nov-23	€ 4,500.00
Jim Cody	Paid by LRH	Coreshed Rental	Dec23 & Jan 24	€ 1,600.00
Jim Cody	Paid by LRH	Coreshed Rental & Trench Rehabilitation	Feb-23, Mar-23, Apr-23, May-23	€ 4,200.00
ALS	Paid by LRH	Analyses Trench Ref: LR23343794	Nov-23	€ 2,432.67
			sub total	€16,732.67
Part B - Unpaid				
Aurum	Unpaid	Technical Exploration Management & Drilling	Aug 23, Sep-23, Oct-23, Nov-23 & April 24	€ 226,674.44
Priority Drilling	Unpaid	Drilling Knockeen Coolyhune	Jun-Nov 2023	€ 322,583.83
			sub total	€ 549,258.27
				€ 565,990.94
			Two-thirds =	€ 377,327.29

Schedule 4

Amended and Restated Heads of Agreement¹

AMENDED AND RESTATED BINDING HEADS OF AGREEMENT

PRIVATE AND CONFIDENTIAL

European Lithium Limited (ACN 141 450 624) (**EUR**) is an Australian lithium and battery metals focused mineral exploration company listed on the Australian Securities Exchange (**ASX**).

Technology Minerals plc (a company registered under the laws of England and Wales with registration number 13446965) (**TM1**) is a UK-based company listed on the standard list of the London Stock Exchange. TM1 has 100% ownership of its subsidiary LRH Resources Limited (incorporated in the Republic of Ireland with Company Number 619930) (**LRH**).

LRH is the legal and beneficial owner of the licenses further detailed in Annexure B (**Licenses**) which comprise the Leinster Lithium project in Ireland (the **Project**) subject to the beneficial interests held in respect of some of the licences as set out in the proposed agreement with GBML Settlement Agreement (defined below).

This Amended and Restated heads of agreement (**HOA**) sets out the key terms and conditions pursuant to which EUR (or its nominee) agrees to acquire, and TM1 agrees to sell 100% of the issued share capital of LRH held by TM1 (**LRH Shares**).

TM1 proposes to enter into an agreement with Global Battery Metals Limited, incorporated and registered in British Columbia, Canada whose registered office is at [REDACTED] (**GBML**) (**GBML Settlement Agreement**), whereby GBML will release any claims it may otherwise have against TM1 and LRH relating to the Licenses in which GBML has a beneficial interest, and will relinquish its beneficial interest in the Licenses, in consideration for which GBML will receive a proportion of the Consideration Shares (defined below) (**GBML Settlement Shares**). The GBML Settlement Shares will be held by TM1 as nominee and agent for GBML.

This HOA supersedes any and all previous correspondence, agreements or understandings (including (for the avoidance of doubt) the Binding Heads of Agreement made on or about 22 April 2024 between the parties in respect of the subject matter of this HOA and is binding on all parties to it (**Parties**)).

1.	Acquisition	Subject to satisfaction (or waiver) of the Conditions in clause 4, EUR (or its nominee) agrees to acquire, and TM1 agrees to sell, the LRH Shares on the terms and conditions set out in this HOA (Acquisition).
2.	Consideration	<p>In consideration for the Acquisition, EUR will transfer to TM1 (or its nominees) 1,371,742 fully paid ordinary shares in the capital of Critical Metals Corp (a company incorporated under the laws of British Virgin Islands and listed on NASDAQ) (CRML) currently held by EUR, at an indicative price of US\$7.29 per share, valued at US\$10,000,000 (Consideration Shares).</p> <p>A proportion of the Consideration will comprise the GBML Settlement Shares. TM1 will receive and hold the GBML Settlement Shares as agent for GBML and will transfer the GBML Settlement Shares to GBML upon completion and execution by GBML of the GBML Settlement and the GBML Lock-Up Agreement.</p>

¹ This is the latest draft and is subject to further minor changes

3.	Lock-up Agreement	<p>(a) TM1 agrees to:</p> <ul style="list-style-type: none"> (i) transfer the GBML Settlement Shares to GBML upon completion and execution of a Lock-Up Agreement (a template copy of which is annexed as Annexure C), whereby the Consideration Shares (including the GBML Settlement Shares) will be locked up until 28 February 2025; (ii) procure execute and deliver (or procure the execution and delivery of) the Lock-Up Agreement . (iii) procure that GBML executes, and that TM1 will deliver to EUR, the signed counterpart of GBML's Lock-Up Agreement; (iv) no later than two business days before Settlement, nominate to EUR in writing, any other nominated recipients of some of the Consideration Shares (Nominees) who will be required to execute Lock-up Agreements ; and (v) procure that the Nominees execute, and that TM1 delivers to EUR, the signed counterpart of each Nominee Lock-up Agreement at Settlement, failing which the parties agree that TM1 shall be issued the relevant Consideration Shares at Settlement. <p>(b) EUR agrees that it will use its best endeavours to procure CRML to sign the Lock-up Agreements referred to in clause 3(a) above.</p>
4.	Conditions Precedent	<p>Settlement of the Acquisition (Settlement) is conditional upon the satisfaction (or waiver by EUR) of the following conditions precedent (each a Condition):</p> <p>EUR completing legal and technical due diligence investigations on the Sale Assets by 6 September 2024 (or such later date as mutually agreed between the Parties in writing) to the sole satisfaction of EUR;</p> <p>TM1 and CRML agreeing the terms of the Lock-up Agreement as referred to in clause 3 above;</p> <p>EUR obtaining all necessary third-party approvals or consents to give effect to the matters set out in this HOA (including, in respect of any approvals or consents required pursuant to applicable law or Governmental authority);</p> <p>; and</p> <p>the transfer by LRH of all the issued shares in Asturmet Recuros SL, a corporation registered in Spain to a newly formed wholly owned Irish subsidiary of TM1.</p> <p>The Parties will use their best efforts to ensure that the Conditions are satisfied as soon as reasonably practicable following execution of this HOA.</p>
5.	Waiver of Conditions	<p>The Conditions set out in clause 4 (a) to (c) inclusive are for the sole benefit of EUR and may only be waived by EUR (in its sole and absolute discretion) by written notice to the other Parties.</p> <p>The Condition set out in clause 4 (d) is for the sole benefit of TM1 and may only be waived by TM1 (in its sole and absolute discretion) by written notice to EUR.</p> <p>Other than clause 4(a), if the Conditions set out above are not satisfied or waived by 5.00pm (WST) on the date which is one (1) month from the date of execution of this HOA (or such later date as is agreed between the parties in writing) (End Date), either Party may terminate this HOA by notice in writing to the other Party, in which case, the agreement constituted by this HOA will be at end and the</p>

		Parties will be released from their obligations under this HOA (other than those which survive termination).
6.	Settlement	<p>Settlement will occur on that date which is five (5) business days after the satisfaction or waiver of the last of the Conditions (Settlement Date).</p> <p>(a) At Settlement, EUR will:</p> <ul style="list-style-type: none"> (i) provide a duly signed transfer form in respect of the Consideration Shares to TM1 (or its nominee/s); and (ii) procure that CRML delivers signed counterparts of the Lock-up Agreements for GBML and any Nominee. <p>(b) At Settlement, TM1 must deliver to EUR (or its nominee):</p> <ul style="list-style-type: none"> (i) the original share certificate in respect of the LRH Shares or an Indemnity for lost share certificate in agreed form; (ii) an instrument of transfer in registrable form for the LRH Shares in favour of EUR (as transferee) which have been duly executed by TM1 (as transferors); (iii) the corporate, legal, technical and financial records for LRH, including all Mining Information and instruments of title to the Licences (as applicable); (iv) letters of resignations of each of the directors and secretaries of LRH with effect from the Settlement Date confirming that they each have no claim for loss of office or otherwise against LRH; (v) approval of the appointment as replacement directors and secretary of LRH of those persons nominated by EUR by written notice before the Settlement Date; (vi) recording EUR (or its nominee) as the holder of the LRH Shares in LRH's register of members; (vii) the approval of the registration of the transfers of the LRH Shares and the issue of new share certificates for the LRH Shares in the name of EUR (or its nominee); (viii) ; (ix) signed counterparts of the Lock-up Agreements for itself and any Nominee; (x) all other information, items and documents or things required by EUR for TM1 to transfer ownership of LRH to EUR which EUR may reasonably require; (xi) copy of the minutes of the board of directors of TM1 to approve the Transaction; and (xii) take all other steps required under LRH's constituent documents and applicable laws to constitute and evidence EUR (or its nominee) as the holder of the LRH Shares.
7.	Conditions of Settlement	<p>(a) The obligations in clause 6 are interdependent and all actions required to be performed are taken to have occurred simultaneously at Settlement.</p> <p>(b) Settlement does not occur unless all of the obligations of the Parties under clause 6 are complied with.</p> <p>(c) If a Party (Defaulting Party) fails to satisfy its obligations under clause 6 on the day and at the place and time for Settlement then, any other Party (Notifying Party) may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of ten (10) Business Days from the date of the notice and declaring time to be of the essence. The Parties agree, however, that none of EUR or TM1 can be a Notifying party, if one or more of them is a Defaulting Party.</p> <p>(d) If the Defaulting Party fails to satisfy those obligations within those 10 business days the Notifying Party may, without limitation to any</p>

		other rights it may have, terminate this HOA by giving written notice to the other Parties.
8.	Caveats	EUR may lodge such caveats as it thinks fit to protect its interests under this HOA.
9.	Warranties and Indemnity	<p>(a) By execution of this HOA, TM1 represents and warrants to EUR each of the warranties set out in Annexure A as at the date of execution of this HOA and the Settlement Date.</p> <p>(b) Each warranty made by TM1 is made subject to matters disclosed in the Disclosure Letter.</p> <p>(c) The aggregate liability of TM1 for all claims for breach of warranty shall not exceed \$1 million.</p> <p>(d) TM1 shall not be liable for a claim for breach of warranty (Claim) unless TM1's liability in respect of that claim exceeds \$25,000.</p> <p>(e) TM1 will have no liability pursuant to this HOA unless the relevant claim has been notified to TM1 within 24 months of the Settlement Date.</p> <p>(f) TM1 shall not be liable for a Claim if the Claim arises from facts, events or circumstances that have been disclosed in the Disclosure Letter.</p> <p>(g) EUR warrants that:</p> <p>(i) it has full power and lawful authority to enter into and complete the arrangements set out in this HOA; and</p> <p>(ii) it is not in breach of its continuous disclosure obligations under the ASX Listing Rules and <i>Corporations Act 2001</i> (Cth) (Corporations Act) and is not withholding any information pursuant to ASX Listing Rule 3.1A (other than information relating to Acquisition and this HOA).</p> <p>(h) TM1 shall indemnify EUR against all liabilities, costs, expenses, damages and legal costs suffered or incurred by EUR arising out of or in connection with any claim against LRH by:</p> <p>(i) Wilson Robb or Vaughan Williams for gross smelter return royalty payments in respect any production arising from the Licences; or</p> <p>(ii) GBML in respect of the GBML Settlement Agreement or otherwise.</p>
10.	Maintaining Status Quo	<p>(a) Other than as contemplated in this Agreement, or as disclosed fully and fairly in writing to EUR before the date of execution of this Agreement, or with the prior written approval of EUR (such approval not to be unreasonably withheld or delayed), until Settlement, LRH must not (and TM1 must procure that LRH does not):</p> <p>(i) undertake or allow any material business change;</p> <p>(ii) enter into any material contract or incur any material liability;</p> <p>(iii) dispose of the whole, or a substantial part, of its business or assets;</p> <p>(iv) vary or reduce its capital structure;</p> <p>(v) issue, or agree to issue, any equity or debt securities, or grant or agree to grant any rights over existing issued capital, or rights to be issued securities;</p> <p>(vi) alter or agree to alter its constitution;</p> <p>(vii) declare any dividends or distribute any assets;</p> <p>(viii) cause to occur, by act or omission, an event or series of events, whether related or not, which may have, from the perspective of EUR, a material adverse effect on the business, assets or financial condition of LRH or on the Transaction;</p>

		<ul style="list-style-type: none"> (ix) create or permit the creation of any encumbrance over the assets of LRH; and (x) sell, assign or dispose of any legal or beneficial interest in the Licences. <p>During the period from the date of execution of this HOA until Settlement LRH agrees to and TM1 agrees to procure that LRH:</p> <ul style="list-style-type: none"> (i) maintain the Licenses in full force and keep the Licenses in good standing and free from any liability to forfeiture or non-renewal in accordance with the Minerals Development Act, 1940 (Mining Act) and any other applicable law; (ii) meet all outgoings in respect of the Licenses; (iii) observes and performs all stipulations and conditions relating to the Licenses (including, without limitation, expenditure conditions prescribed under the Mining Act and applicable law) and all statutory obligations relating to its activities on the Licenses; (iv) not create or permit the creation of any Encumbrance (as defined in Annexure A) over the Sale Assets; (v) not relinquish any portion of any of the Licenses except as required by law or with the written agreement of EUR; and (vi) promptly pass to EUR any notice or communication from the relevant department responsible for administering the regulatory framework set out in the Mining Act or any other government authority in any way affecting the Sale Assets.
11.	Exclusivity	<p>During the period from the date of execution of this HOA until Settlement, TM1 covenants that it will not:</p> <ul style="list-style-type: none"> (a) enter into any discussions, negotiations, agreements (binding or otherwise) with any Party (or encourage, solicit or procure any Party to do any of those things) in relation to a sale of, or an option to sell the Sale Assets; (b) grant any rights over the Sale Assets or contract to sell the Licenses, except to EUR; (c) encumber, assign, charge or otherwise dispose of the Licence or any of its rights in respect of the Sale Assets, except to EUR; or (d) provide any information concerning the Licenses to any person other than EUR, <p>unless it has obtained EUR's prior written approval, or with respect to clause 11(d) TM1 does so because it is required to do so by the Mining Act or any other relevant legislation or regulation.</p>
12.	Termination	<p>Either Party may terminate this HOA if another Party commits a material breach of any of its terms, and either:</p> <ul style="list-style-type: none"> (a) if the breach is capable of being remedied, after being notified in writing by the aggrieved party, the other party fails to remedy such breach within 10 days; or (b) the breach is not capable of being remedied.
13.	Confidentiality	<p>Each Party is to keep confidential the terms of this HOA and any other information obtained from one another during the negotiations preceding the execution of this HOA or in the course of furthering the Transaction whether in the course of conducting due diligence or otherwise (Confidential Information), and is not to disclose it to any person except:</p> <ul style="list-style-type: none"> (a) to employees, shareholders, legal advisers, auditors and other consultants requiring the information for the purposes of this HOA; with the consent of the other disclosing Party or Parties; <p>if the information is, at the date of execution, lawfully in the possession of the recipient of the information through sources other than any of the other Parties;</p>

		<p>if required by law or a stock exchange;</p> <p>if strictly and necessarily required in connection with legal proceedings relating to this HOA;</p> <p>if the information is generally and publicly available other than as a result of a breach of confidence; or</p> <p>to a financier or prospective financier (or its advisers) of a Party.</p> <p>A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving the Confidential Information from it do not disclose the Confidential Information except in the circumstances permitted in this clause.</p> <p>The obligations under this clause contain obligations separate and independent from the other obligations of the Parties and remain in existence for a period of two years from the Execution Date, regardless of any termination of this HOA.</p>
14.	Mediation	<p>Mediation of a dispute must:</p> <p>(a) be conducted in the state of New York by the person or body agreed to by the Parties or, failing agreement within 35 days after receipt of notice by another Party initiating a process in respect of a dispute (Dispute Notice);</p> <p>(b) be conducted in accordance with such rules as may be agreed to by the Parties or, failing agreement within 35 days after receipt of the Dispute Notice, in accordance with the rules nominated by the person or body agreed or nominated to conduct the mediation;</p> <p>(c) be at the cost and expense of the Parties equally (except that each Party must pay its own advisers, consultants and legal fees and expenses) unless the Parties otherwise agree; and</p> <p>(d) if not earlier resolved, be continued for a period expiring on the date being 14 days after the nomination of the mediator (or such other period as the Parties may agree) after which a Party may at any time after that date seek expert determination in accordance with this agreement or commence litigation proceedings in respect of the dispute.</p>
15.	Further Assurance	Each Party shall sign and execute and do all deeds, acts, documents and things as may reasonably be required by the other parties to effectively carry out and give effect to the terms and intentions of this HOA.
16.	Governing Law	The agreement constituted by this HOA shall be governed by and construed in accordance with the law from time to time in Western Australia. The Parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Courts which hear appeals from those Courts.
17.	Assignment	Neither Party may assign any of the rights or obligations conferred by this agreement without the consent of the other Party.
18.	Costs	<p>Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this HOA.</p> <p>EUR will pay any duty assessed on or in respect of this HOA.</p>

19.	Notices	<p>Each notice authorised or required to be given to a Party shall be in writing and may be delivered personally or sent by properly addressed prepaid mail in each case addressed to the Party at its address set out in below:</p> <p>In the case of EUR: Address: [REDACTED] Email: [REDACTED] Attention: Tony Sage</p> <p>In the case of TM1 and LRH: Address: [REDACTED] Email: [REDACTED] Attention: Alexander Stanbury</p>
20.	Severance	<p>If any provision of this HOA is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.</p>
21.	Counterparts	<p>This HOA may be executed in any number of counterparts, each of which when executed and delivered to the other parties shall constitute an original, but all counterparts together shall constitute one and the same agreement.</p>
22.	Interpretation	<p>In this HOA unless the context otherwise requires:</p> <ul style="list-style-type: none"> (a) headings are for convenience only and do not affect its interpretation; (b) an obligation or liability assumed by, or a right conferred on, the Parties, binds or benefits all of them jointly and each of them severally; (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust; (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation; (e) a reference to any document (including this HOA) is to that document as varied, novated, ratified or replaced from time to time; (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it; (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender; (h) reference to parties, clauses, schedules, exhibits or annexure are references to parties, clauses, schedules, exhibits and annexure to or of this HOA and a reference to this HOA includes any schedule, exhibit or annexure to this HOA; (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and (j) a reference to \$ or dollar is to currency in the United States.
23.	Definitions	<p>Where the following terms are used in this HOA they have the following meanings:</p>

- (a) **Data Room:** means the electronic data room comprising the documents and other information relating to the LRH made available to EUR and its advisers in relation to the Transaction.
- (b) **Data Room Index:** means the index, in agreed form, attached to the Disclosure Letter and showing the contents of the Data Room as at 5 p.m. GMT on the day before the Settlement Date.
- (c) **Disclosure Documents:** means the documents contained in the in the Data Room as listed on the Data Room Index.
- (d) **Disclosure Letter:** means the letter from TM1 to EUR delivered on the Execution Date, together with the Disclosure Documents.
- (e) **GBML Lock-Up Agreement:** means the lock-up agreement to be made between GBML and CRML pursuant to Clause 3 (a)(iii) above.
- (f) **GBML Settlement Shares:** means the Consideration Shares to be held by TM1 as agent for GBML and to be transferred to GBML by TM1 after the Settlement Date under the terms of the GBML Settlement Agreement subject to the GBML Lock Up Agreement.
- (g) **HMRC:** means His Majesty's Revenue & Customs being the national taxing authority of the United Kingdom.
- (h) **Lock-Up Agreements:** means the lock-up agreements as reasonably required by EUR to give effect to the lock-up arrangements under clause 3 of this HOA.

If the terms and conditions set out above are acceptable, please execute this HOA in the appropriate place below.

EXECUTED by the Parties as an Agreement on the _____ day of _____ 2024.

EXECUTED by _____)
EUROPEAN LITHIUM LIMITED)
ACN 141 450 624)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

Signature of director

Signature of director/company secretary

Name of director

Name of director/company secretary

EXECUTED by _____)
TECHNOLOGY MINERALS PLC)
in accordance with its constituent documents)
and laws of its place of incorporation:)

Signature of director

Signature of director/company secretary

Name of director

Name of director/company secretary

EXECUTED by)
LRH RESOURCES Ltd)
in accordance with its constituent documents)
and laws of its place of incorporation:)

Signature of director

Signature of director/company secretary

Name of director

Name of director/company secretary

ANNEXURE A – TM1 WARRANTIES

TM1 makes the following warranties as at the Execution Date and the Settlement Date, unless otherwise stated, that save as disclosed fully and fairly in writing to EUR under the Disclosure Letter:

- (a) LRH is duly incorporated and validly exists under the law of its place of incorporation.
- (b) TM1 is the legal and beneficial owner of the LRH Shares free of any Encumbrance (defined below).
- (c) TM1 is able to sell and transfer the LRH Shares without the consent of any other person and free of any Encumbrance (defined below), pre-emptive rights or rights of first refusal.
- (d) Upon Settlement in accordance with this HOA, EUR will have 100% legal and beneficial ownership of the LRH Shares.
- (e) The LRH Shares are fully paid and no money is owing in respect of them.
- (f) No sums are now owing or will at Settlement be owing by LRH to TM1 or any person related to TM1.
- (g) LRH is not under any obligation to allot any shares to any person or persons, or otherwise to alter the structure of any part of its unissued share capital, and LRH is not under any obligation to give any option over any part of its unissued shares capital nor has LRH offered to do any of the matters stated in this sub-paragraph.
- (h) Other than the LRH Shares, no equity securities, debt securities or hybrid securities are on issue in LRH.
- (i) This HOA constitutes a legal, valid and binding obligation of TM1 enforceable in accordance with its terms.
- (j) There are no outstanding options, contracts, calls, first refusals, commitments, rights or demands of any kind relating to the issued or unissued capital of LRH.
- (k) LRH is the legal and beneficial owner of the Sale Assets subject to the beneficial interests held by GBML.
- (l) Upon Settlement, LRH has transferred all the issued shares in Asturmet Recuros SL, a corporation registered in Spain to a newly-formed wholly owned Irish subsidiary of TM1.
- (m) Upon Settlement, LRH has no outstanding liabilities in relation to the exploration activities of Asturmet Recuros SL,
- (n) Upon Settlement, TM1 and LRH have filed all legal documents required to register transfer of all the issued shares in Asturmet Recuros SL referred to in (l) above and to notify the relevant authorities in Spain of the change of beneficial ownership of Asturmet Recuros SL.

- (o) LRH has not disposed of, agreed to dispose of or granted any option to any person to purchase any of the LRH Shares.
- (p) LRH has (and will on Settlement have) exclusive occupation and quiet enjoyment of the Licenses.
- (q) The execution and delivery of this HOA has been properly authorised by all necessary action of TM1.
- (r) LRH has full power and lawful authority to execute and deliver this HOA and to consummate and perform or cause to be performed its obligations under this HOA.
- (s) This Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable in accordance with its terms.
- (t) The Licenses are (and will on Settlement be) of full force and effect and in good standing and not liable to forfeiture or cancellation for any reason and LRH is not in breach or contravention of any of the terms and conditions upon which the Licenses were granted or of any other rule, regulation or provision of the Mining Act or any other statute concerning, affecting or relating to the Licenses.
- (u) All reports and notices required by the Mining Act in relation to the Licenses (if any) or exploration, mining or other activities on the Licenses and that the levels and categories of expenditure and other information reported in all such reports, forms and notices are accurate in all material respects.
- (v) All contributions required to be made in respect of the Licenses in the period prior to Settlement have been (and will be) made in full by LRH.
- (w) There are not (and will not on Settlement be) any agreements dealing with the LRH Shares or the Licences other than this HOA (and the agreements contemplated as being signed under this HOA such as the definitive agreement).
- (x) LRH is not (and will not on Settlement be) in breach of any third-party agreement and there is no subsisting or unresolved dispute with any third party as to the meaning, effect, interpretation or status of any third-party agreement.
- (y) Subject to execution of the GBML Settlement Agreement, there is no litigation or proceeding of any nature concerning LRH or its assets pending or threatened against LRH or any other person which may defeat, impair, detrimentally affect or reduce the right, title and interest of LRH in the LRH Shares.
- (z) No third party has any actual or contingent right to receive any cash or 'in kind' royalty in relation to any mining on the Licenses.
- (aa) There are no unsatisfied or outstanding judgments, orders, decrees, stipulations, or notices affecting LRH or any person for whom LRH may be vicariously liable.
- (bb) Any information known to LRH and its directors concerning LRH or its assets which might reasonably be regarded as material to a purchaser for value of the Sale Assets has been disclosed in writing to EUR.
- (cc) All information concerning LRH or its assets supplied to EUR by LRH and its directors or its agents, employees or advisers is true, complete and accurate in all material respects, and is not misleading or deceptive.
- (dd) The information set out in this HOA is true, accurate and not misleading or deceptive (whether by omission or otherwise) in any respect.
- (ee) LRH is not the subject of any investigation or audit by the tax office of any country or state nor is any such investigation or audit pending or threatened.
- (ff) LRH is not in material breach of any provision of any relevant laws or material contract or agreement to which LRH is party.
- (gg) LRH does not have any liabilities of any nature whatsoever.
- (hh) LRH has all permits, license, authorities, registrations and approvals necessary for properly carrying on its business and LRH and TM1 are not aware of any circumstance or fact which may result in the revocation, variation or non-renewal in any material respect of any such permits, licenses, authorities, registrations and approvals.

- (ii) TM1 or its nominees are either:
 - (i) located outside of Australia and is a person to whom an offer of Consideration Shares can lawfully be made under all applicable laws without the need for any disclosure, registration, lodgement, or other formality; or
 - (j) located within Australia and it is a person to whom an offer of Consideration Shares can be made without a disclosure document (as defined in the Corporations Act) on the basis that it is a:
 - (A) sophisticated investor within the meaning of section 708(8) of the Corporations Act;
 - (B) professional investor within the meaning of section 708(11) of the Corporations Act; or
 - (C) person who has obtained this offer through a financial services licensee in accordance with, and in compliance with, section 708(10) of the Corporations Act, and is exempt from the disclosure requirements of Part 6D.2 of the Corporations Act.

For the purpose of this Schedule, Encumbrance means:

- (a) any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and (including any possessory lien in the ordinary course of business) whether arising by operation of law or by contract; or
- (b) any contractual obligation to pay any royalty, in kind or cash or otherwise, to any third party or any other third-party interest whatsoever; or
- (c) any caveat or other impediment or defect in title.

ANNEXURE B - LICENSE DETAILS

No	Licence	Area	Status	Commence Date	Area Km2
1	3030	NE Leinster	TM-GBML JV	12/10/2018	44.94
2	3285	NE Leinster	TM-GBML JV	12/10/2018	40.59
3	3799	NE Leinster	TM-GBML JV	12/10/2018	41.88
4	4540	NE Leinster	TM-GBML JV	12/10/2018	31.07
5	4541	NE Leinster	TM-GBML JV	12/10/2018	33.71
6	4545	NE Leinster	TM-GBML JV	12/10/2018	32.53
7	4546	NE Leinster	TM-GBML JV	12/10/2018	20.12
8	4536	NE Leinster	TM-GBML JV	23/10/2018	25.58
9	4537	NE Leinster	TM-GBML JV	23/10/2018	24.58
10	4538	NE Leinster	TM-GBML JV	23/10/2018	24.93
11	4539	NE Leinster	TM-GBML JV	23/10/2018	40.34
12	4542	NE Leinster	TM-GBML JV	23/10/2018	33.06
13	4543	NE Leinster	TM-GBML JV	23/10/2018	40.65
14	4544	NE Leinster	TM-GBML JV	23/10/2018	21.90
15	4547	NE Leinster	TM-GBML JV	23/10/2018	21.50
16	1597	SW Leinster	TM-GBML JV	22/03/2022	48.32
17	3895	SW Leinster	TM ONLY	01/12/2022	23.74
18	3896	SW Leinster	TM ONLY	01/12/2022	34.49
19	4054	SW Leinster	TM ONLY	01/12/2022	33.09
20	1541	SW Leinster	TM ONLY	01/12/2022	36.61
21	1542	SW Leinster	TM ONLY	01/12/2022	20.39
22	3213	SW Leinster	TM ONLY	01/12/2022	43.42
23	3214	SW Leinster	TM ONLY	01/12/2022	43.33
				TOTAL	760.77

ANNEXURE C – LOCK-UP AGREEMENT

(as per Schedule 5)

Schedule 5

Form of Lock-up Agreement

LOCK-UP AGREEMENT – TEMPLATE

This Lock-up Agreement (this “Agreement”) is entered into as of [____], 2024, by and between Critical Metals Corp., BVI business company incorporated in the British Virgin Islands (“PubCo”) and [____] (the “Holder”). PubCo and the Holder and their respective successors and permitted assigns are sometimes collectively referred to herein as the “Parties”, and each of them is sometimes individually referred to herein as a “Party”.

RECITALS

WHEREAS, on [●], 2024, Technology Minerals Plc (“TM1”) (a company registered under the laws of England and Wales with registration number 13446965) and European Lithium Limited, an Australian Public Company limited by shares and an existing shareholder of PubCo (“EUR”), entered into a Amended and Restated Binding Heads of Agreement (the “Purchase Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein, the Holder agreed to sell to EUR and EUR agreed to purchase from the Holder all the issued and outstanding share capital of LRH Resources Limited, a wholly-owned subsidiary of the Holder, in exchange for 1,371,742 ordinary shares, par value \$___ per share (the “PubCo Shares”), of PubCo that are currently held by EUR (the transaction contemplated by the Purchase Agreement, the “Transaction”);

WHEREAS, EUR is a party to that certain Lock-Up Agreement (the “EUR Lock-Up Agreement”) with PubCo and VO Sponsor, LLC, pursuant to which, subject to certain exceptions, EUR agreed to not transfer any PubCo Shares held by EUR until the earlier of (x) February 28, 2025 and (y) which PubCo consummates a third-party tender offer, stock sale, liquidation, merger, share exchange or other similar transaction with an unaffiliated third party that results in all of PubCo’s shareholders having the right to exchange their equity holdings in PubCo for cash, securities or other property;

WHEREAS pursuant to the Transaction TMI has agreed to transfer [____] of its PubCo Shares to the Holder and Pubco has consented to that transfer;

WHEREAS, in accordance with the EUR Lock-Up Agreement, PubCo may consent to any transfer of PubCo Shares; provided, that the transferee of such PubCo Shares agrees to be bound by the terms of the EUR Lock-Up Agreement;

WHEREAS pursuant to the Transaction TMI has agreed to transfer [____] of its PubCo Shares to the Holder and Pubco has consented to that transfer;

WHEREAS, after the Closing Date (as defined below), Holder will be the holder of record and beneficial owner (as such term is defined in Rule 13d-3 promulgated under the Exchange Act), with the sole power to dispose of (or sole power to cause the disposition of) and the sole power to vote (or sole power to direct the voting of) the Lock-up Shares (as defined below); and

WHEREAS, in connection with the Transaction, the Parties desire to enter into this Agreement, on substantially similar terms as the EUR Lock-Up Agreement, pursuant to which the Lock-up Shares shall become subject to the limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

INTRODUCTORY MATTERS

Section 1.01 Defined Terms. The following terms have the following meanings when used herein with initial capital letters:

“Affiliate” shall mean, as applied to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with, such Person. For purposes of this definition, “control” (including with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Closing Date” means [____], 2024 .

“Covered Shares” means all the PubCo Shares owned by the Holder from time to time, including any PubCo Shares issued as part of dividends and distributions and any securities into which or for which any or all of the Covered Shares may be changed or exchanged or which are received in any recapitalization, share exchange, share conversion or similar transactions.

“Immediate Family” means with respect to any Person, such Person’s spouse or partner (or former spouse or former partner), siblings (whether by blood, marriage or adoption) and his or her spouse, descendants and ascendants (whether by blood, marriage or adoption) and his or her spouses and siblings.

“Lock-up Period” means the period beginning on the Closing Date and ending on the date that is the earlier of (i) February 28, 2025 and (ii) the date after the Closing Date on which PubCo consummates a third-party tender offer, stock sale, liquidation, merger, share exchange or other similar transaction with an unaffiliated third party that results in all of PubCo’s shareholders having the right to exchange their equity holdings in PubCo for cash, securities or other property.

“Lock-up Shares” means with respect to the Holder or each of its Permitted Transferees, any Covered Shares held by it immediately after the Closing Date or issued or issuable to the Holder in connection with the Transaction, together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted.

“Permitted Transferees” means, prior to the expiration of the Lock-up Period, any Person to whom the Holder or any Permitted Transferee of such Holder is permitted to Transfer PubCo Shares pursuant to Section 2.01(b) or Section 2.01(c).

“Person” shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or governmental entity.

“Transfer” means the (A) sale of, public offer to sell, entry into a contract or agreement to sell, hypothecation or pledge of, grant of any option to purchase or otherwise disposition of or agreement to dispose of, in each case, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position with respect to, any security, (B) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (C) public announcement of any intention to effect any transaction specified in clause (A) or (B).

ARTICLE II

LOCK-UP

Section 2.01 Lock-up.

(a) Subject to the exclusions in Section 2.01(b) and Section 2.01(c), the Holder agrees not to Transfer any Lock-up Shares until the end of the Lock-up Period (the “Lock-up”).

(b) Notwithstanding the Lock-up restrictions set forth in Section 2.01(a), the Holder may Transfer any Lock-up Shares it holds during the Lock-up Period: (i) to any direct or indirect partners, members or equity holders of the Holder, any Affiliates of the Holder or any related investment funds or vehicles controlled or managed by such Persons or their respective Affiliates; (ii) by gift to a charitable organization; (iii) in the case of an individual, by gift to a member of the individual’s Immediate Family or to a trust, the primary beneficiaries of which are one or more members of the individual’s Immediate Family or an Affiliate of such Person; (iv) in the case of a trust, to the trustor or beneficiary of such trust or the estate of a beneficiary of such trust; (v) in the case of an individual, by will or other testamentary document or device or by virtue of laws of descent and distribution upon death of the individual; (vi) in the case of an individual, pursuant to a qualified domestic relations order; (vii) with the prior written consent of PubCo; (viii) in connection with a liquidation, merger, stock exchange, reorganization, tender offer, takeover offer, scheme of arrangement or other similar transaction which results in all of PubCo’s shareholders having the right to exchange their PubCo Shares for cash, securities or other property; or (ix) to the extent required by any legal or regulatory order; provided that in each case of clauses (i)–(vii), if the transferee is not a Holder, such transferee will agree to be bound by the terms of this Agreement in writing, in form and substance reasonably satisfactory to PubCo.

(c) The Holder also agrees and consents to the entry of stop transfer instructions with PubCo’s transfer agent and registrar against the Transfer of any Lock-up Shares except in compliance with the foregoing restrictions and to the addition of a legend to the Holder’s Lock-up Shares describing the foregoing restrictions.

(d) For the avoidance of doubt, the Holder shall retain all of its rights as a shareholder of PubCo with respect to the Lock-up Shares during the Lock-up Period, including the right to vote any Lock-up Shares (subject to the other provisions hereof) and any dividends or other distributions declared on the Lock-up Shares.

(e) During the Lock-Up Period each certificate evidencing any Lock-up Shares shall be stamped or otherwise imprinted with a legend in substantially the following form, in addition to any other applicable legends:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP AGREEMENT, DATED AS OF [____], 2024, BY AND AMONG CRITICAL METALS CORP. AND THE REGISTERED HOLDER OF THE SECURITIES (OR THE PREDECESSOR IN INTEREST TO THE SECURITIES), AS AMENDED. A COPY OF SUCH LOCK-UP AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST.”

ARTICLE III

MISCELLANEOUS

Section 3.01 Miscellaneous.

(a) Further Assurances. The Parties shall execute and deliver such additional documents and take such additional actions as the Parties reasonably may deem to be practical and necessary in order to consummate the transactions contemplated by this Agreement.

(b) Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) the next day when sent by overnight carrier to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) If to PubCo:

c/o European Lithium Ltd.

Attention: Tony Sage

Email: [REDACTED]

with copies (which shall not constitute notice) to:

White & Case LLP

Attention: Jason A. Rocha

Email: [REDACTED]

(ii) If to Holder, to the address set forth on Holder's signature page hereto.

(c) Rules of Construction. Each of the Parties agrees that it has been represented by independent counsel of its choice during the negotiation and execution of this Agreement and each Party and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document. The words "hereof," "herein," "hereinafter," "hereunder," and "hereto" and words of similar import refer to this Agreement as a whole and not to any particular section or subsection of this Agreement and reference to a particular section of this Agreement will include all subsections thereof, unless, in each case, the context otherwise requires. The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context shall require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless otherwise indicated the words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." References to Sections and Exhibits are to sections of, and exhibits to, this Agreement. The Exhibits form part of this Agreement. Any reference to "writing" or "written" means any method of reproducing words in a legible and non-transitory form. References to a "company" include any company, corporation or other body corporate wherever and however incorporated or established. The table of contents and headings are inserted for convenience only and do not affect the construction of this Agreement. Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders. References to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any subordinate legislation made under the relevant statute or statutory provision.

(d) Third Party Rights. This Agreement is made for the benefit of the Parties and the Permitted Transferees (and their respective successors and permitted assigns) and is not intended to confer upon any other Person any rights or remedies.

(e) Severance and Validity. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

(f) Counterparts. This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

(g) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior understandings, agreements and representations by or between the Parties to the extent they relate in any way to the subject matter hereof.

(h) Modifications and Amendments. This Agreement may be amended or modified by written agreement executed by each of the Parties hereto. The provisions and terms of this Agreement may only be waived in a writing signed by the Party against whom enforcement of such waiver is sought. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof.

(i) Assignment. Except for transfers permitted by Article II, neither this Agreement nor any rights, interests or obligations that may accrue to the Parties may be transferred or assigned without the prior written consent of each of the other Parties. Any such assignment without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

(j) No Waiver of Rights, Powers and Remedies. No failure or delay by a Party in exercising any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall operate as a waiver of any such right, power or remedy of such Party. No single or partial exercise of any right, power or remedy under this Agreement by a Party, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such Party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a Party shall not constitute a waiver of the right of such Party to pursue other available remedies. No notice to or demand on a Party not expressly required under this Agreement shall entitle the Party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

(k) Remedies.

(i) The Parties agree that irreparable damage may occur if this Agreement was not performed and that money damages or other legal remedies may not be an adequate remedy for any such damage. It is accordingly agreed that the Parties shall be entitled to seek equitable relief, including in the form of an injunction or injunctions, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without proof of actual damages or the inadequacy of monetary damages as a remedy, in an appropriate court of competent jurisdiction as set forth in Section 3.01(n) this being in addition to any other remedy to which any Party is entitled at law or in equity, including money damages. The Parties further agree (i) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, (ii) not to assert that a remedy of specific enforcement pursuant to this Section 3.01(k) is unenforceable, invalid, contrary to applicable law or inequitable for any reason, and (iii) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

(ii) The Parties acknowledge and agree that this Section 3.01(k) is an integral part of the transactions contemplated hereby and without that right, the Parties would not have entered into this Agreement.

(iii) In any dispute arising out of or related to this Agreement, or any other agreement, document, instrument or certificate contemplated hereby, or any transactions contemplated hereby or thereby, the applicable adjudicating body shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the dispute and the enforcement of its rights under this Agreement or any other agreement, document, instrument or certificate contemplated hereby and, if the adjudicating body determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the adjudicating body may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the adjudication and the enforcement of its rights under this Agreement or any other agreement, document, instrument or certificate contemplated hereby or thereby.

(l) No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in PubCo any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares.

(m) No Partnership, Agency or Joint Venture. This Agreement is intended to create a contractual relationship between the Parties, and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between or among the Parties.

(n) Governing Law and Jurisdiction. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts seated in New York County, New York and any appellate court therefrom in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of New York for such Person and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Each Party and any Person asserting rights as a third-party beneficiary may do so only if he, she or it hereby waives, and shall not assert as a defense in any legal dispute, that: (i) such Person is not personally subject to the jurisdiction of the above named courts for any reason; (ii) such legal proceeding may not be brought or is not maintainable in such court; (iii) such Person's property is exempt or immune from execution; (iv) such legal proceeding is brought in an inconvenient forum; or (v) the venue of such legal proceeding is improper. Each Party and any Person asserting rights as a third-party beneficiary hereby agrees not to commence or prosecute any such action, claim, cause of action or suit other than before one of the above-named courts, nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit to any court other than one of the above-named courts, whether on the grounds of inconvenient forum or otherwise. Each Party hereby consents to service of process in any such proceeding in any manner permitted by New York law, and further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 3.01(b). Notwithstanding the foregoing in this Section 3.01(n), any Party may commence any action, claim, cause of action or suit in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(o) No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future shareholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any Party, or any former, current or future direct or indirect shareholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or affiliate of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the Parties or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any Party against the other Parties, in no event shall any

Party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

IN WITNESS WHEREOF, the Parties have executed or caused this Lock-up Agreement to be executed by its duly authorized representative as of the date set forth below.

PUBCO:

Critical Metals Corp.

By:

Name: Tony Sage

Title: Chief Executive Officer

HOLDER:

[]

By:

Name: [●]

Title: [●]

Address for Notices:

[Address]

Attention: [●]

Email: [●]

[Signature Page]

Signed by Alexander Stanbury
Director
For and on behalf of Technology Minerals Plc


.....
Alexander Stanbury (Fri, 11th Oct 2024 13:57:20 BST)

SIGNED by Lester Kemp
Director
For and on behalf of LRH Resources Limited:


.....
Lester Kemp (Fri, 11th Oct 2024 14:04:31 BST)

SIGNED by
Director
For and on behalf of Global Battery Metals Ltd:


.....
Michael Murphy (Fri, 11th Oct 2024 14:01:57 BST)