

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme Green Technology Metals Limited (ASX:GT1)

ACN/ARSN 648 657 649

1. Details of substantial holder (1)

Name LG Energy Solution, Ltd. ("LGES"), LG Chem Ltd. ("LGC") and LG Corporation ("LG"), on each of their own behalf and on behalf of each of their controlled bodies corporate

ACN/ARSN (if applicable)

The holder became a substantial holder on 14th June 2023

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	21,739,130	21,739,130	7.89% (based on 275,645,793 ordinary shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
LGES	Relevant interest in 21,739,130 ordinary shares under section 608(1)(a) of the Corporation Act 2001(Cth) (Corporations Act) as the registered holder of those ordinary shares (LGES Registered Holding).	21,739,130 ordinary shares
LGC	Relevant interest in the LGES Registered Holding under section 608(3)(b) of the Corporations Act by reason of having control of LGES.	21,739,130 ordinary shares
LG	Relevant interest in the LGES Registered Holding under section 608(3)(a) of the Corporations Act by reason of having voting power above 20% in LGC.	21,739,130 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Each of the persons listed in paragraph 3	LGES	LGES	21,739,130 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
LGES	14 th June 2023	\$0.92 per share	21,739,130 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
The entities controlled by LGES, LGC, and LG	Each entity controlled by either LGES, LGC, or LG by virtue of section 12(2)(a) of the Corporations Act

7. Addresses

The addresses of persons named in this form are as follows:

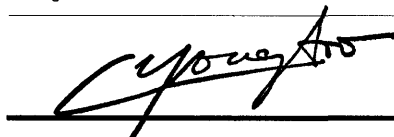
Name	Address
LGES	Tower 1, Parc.1, 108 Yeoui-daero Yeongdeungpo-gu, Seoul 07335, South Korea
LGC	128 Yeoui-daero Yeongdeungpo-gu, Seoul 07335, South Korea
LG	128 Yeoui-daero Yeongdeungpo-gu, Seoul 07335, South Korea

Signature

print name Young Soo Kwon

Authorised Signatory

sign here



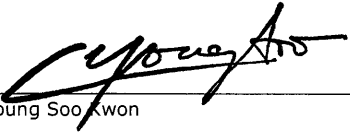
DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
 - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
 - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100. (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
 - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

Share Subscription Agreement

This is Annexure "A" of 13 pages referred to in the Form 603, "Notice of initial substantial holder".


Name: Young Soo Kwon

Date: 14th June 2023

[Copy of the Share Subscription Agreement follows]

THIS SHARE SUBSCRIPTION AGREEMENT is made on this 18th day of May 2023

BETWEEN:

- (1) **Green Technology Metals Limited** ACN 648 657 649 whose registered office is at Level 1, 338 Barker Road, Subiaco WA 6008, Australia (the **Company**); and
- (2) **LG Energy Solution, Ltd.** whose registered office is at Tower 1, Parc.1, 108 Yeoui-daero Yeongdeungpo-gu, Seoul 07335, South Korea (the **Subscriber**).

RECITALS:

- (A) The Company has agreed to issue the Subscription Shares to the Subscriber, and the Subscriber has agreed to subscribe for the Subscription Shares and pay the Subscription Price to the Company, on the terms of this agreement.

OPERATIVE PROVISIONS

1 Interpretation

1.1 Definitions

The following definitions apply in this agreement.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as appropriate.

Binding Offtake Term Sheet means the binding offtake term sheet to be executed on or about the date of this agreement between the Company and the Subscriber.

Business Day means:

- (a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.

Company Share means a fully-paid ordinary share in the Company.

Completion means the completion of the subscription for, and allotment and issue of, the Subscription Shares in accordance with this agreement.

Completion Date means the date that is the latest of:

- (a) the day which is ten Business Days after satisfaction (or waiver under clause 3.2) of the last of the Conditions; and
- (b) any other date agreed in writing by the Company and the Subscriber.

Conditions means the conditions precedent set out in clause 3.1.

Corporations Act means the *Corporations Act 2001* (Cth).

Encumbrance means:

- (a) a security interest that is subject to the *Personal Property Securities Act 2009* (Cth);
- (b) any other mortgage, charge, pledge or lien; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or which gives a creditor priority over unsecured creditors in relation to any property.

End Date means 9 June 2023, or any later date agreed in writing by the Company and the Subscriber.

Strategic Equity Offer means an offer by the Company to issue any Company Shares in consideration for cash at a price less than \$0.92 to a third party strategic investor (which, to avoid doubt, excludes institutional and retail investors).

Group means the Company and each of its related bodies corporate.

Listing Rules means the listing rules of the ASX.

Subscription Price means, for all of the Subscription Shares, \$20,000,000.

Subscription Shares means 21,739,130 Company Shares.

1.2 Rules for interpreting this agreement

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (1) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (2) a document (including this agreement) or agreement, or a provision of a document (including this agreement) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (3) a party to this agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (4) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (5) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) A reference to **\$** or **dollars** is a reference to Australian dollars.
- (h) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (i) The expressions **subsidiary** and **related body corporate** each have the same meaning as in the Corporations Act.

1.3 Business Days

If the day on or by which a person must do something under this agreement is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day

2 Subscription and issue

2.1 Subscription Shares

Subject to the satisfaction or waiver of the Conditions, on the Completion Date, the Company must allot and issue, and the Subscriber must subscribe for, the Subscription Shares for the Subscription Price on the terms of this agreement.

2.2 Constitution

At Completion, the Subscriber will become a member of the Company and agrees to be bound by the Company's constitution in respect of the Subscription Shares.

2.3 Rights and ranking

All Subscription Shares issued to the Subscriber will be issued as fully paid, be free of Encumbrances, and rank equally in all respects with the other fully paid ordinary shares on issue in the capital of the Company as at the Completion Date.

2.4 No separate application form for the Subscription Shares

This agreement serves as an application by the Subscriber for the allotment and issue of the Subscription Shares on Completion. The parties acknowledge that it will not be necessary for the Subscriber to provide any separate or additional application for the Subscription Shares at Completion.

3 Conditions precedent

3.1 Conditions

Completion is conditional on the following conditions (**Conditions**) having been satisfied or waived (where waiver is permitted by and otherwise in accordance with clause 3.2):

	Condition	Party entitled to benefit	Party responsible
(a)	The Binding Offtake Term Sheet being executed by all parties to that agreement and the Binding Offtake Term Sheet not being terminated or materially breached.	Company and Subscriber	Company and Subscriber
(b)	Receipt of Foreign Direct Investment approval from the designated foreign exchange bank of the Subscriber	Subscriber	Subscriber

3.2 Waiver of Conditions

- (a) If a Condition has been included for the benefit of:
 - (1) one party only, then only that party may, in its sole and absolute discretion, waive the Condition; or
 - (2) more than one party, then the Condition may be waived only by the consent of both those parties.
- (b) A Condition may only be waived in writing.
- (c) If a party waives a Condition, that waiver does not preclude the party from suing the other party for any breach of this agreement that resulted in any non-fulfilment of the Condition.

3.3 Obligation to satisfy Conditions

- (a) Each party must:
 - (1) use its reasonable endeavours (other than waiver) to ensure that each Condition is satisfied as soon as practicable after the date of this

- agreement (having regard to, where applicable, the requirements of applicable law);
- (2) promptly give the other party all information reasonably requested by that party in connection with any application required to satisfy a Condition;
- (3) keep each other informed of any circumstances which may result in any of those Conditions not being satisfied in accordance with its terms; and
- (4) promptly advise the other party in writing of the satisfaction of a Condition or if a Condition has become incapable of being satisfied.
- (b) Without limiting clause 3.3(a), the Subscriber must make the Foreign Direct Investment filing to the designated foreign exchange bank of the Subscriber as soon as practicable after the date of this agreement.

3.4 Result of non-satisfaction of Conditions

- (a) If the Conditions are not satisfied or waived under clause 3.2 on or before the End Date, then any party may, at any time after that date and before satisfaction or waiver of those Conditions, terminate this agreement by giving fifteen (15) days prior written notice to the other party.
- (b) If any Condition becomes incapable of satisfaction prior to the End Date, then either party may terminate this agreement by giving fifteen (15) days prior written notice to the other party.
- (c) If this agreement is terminated in accordance with clauses 3.4(a), 3.4(b) or 11, then all rights and obligations under this agreement will immediately terminate other than:
 - (1) rights and obligations expressed in this clause 3 and clauses 1 (Interpretation), 11 (Termination), 12 (Confidentiality), 14 (Notices) and 15 (General);
 - (2) rights and obligations expressed in any other clause that are expressed to survive termination of this agreement; and
 - (3) rights that have accrued before the date of termination in respect of any breach of this agreement.

4 Completion

4.1 Date for Completion

Completion of the issue of the Subscription Shares under this agreement must take place at Ashurst Australia, Level 10, 123 St Georges Terrace, Perth WA 6000, at 10:00am (Perth time) on the Completion Date, or at any other date, time or place otherwise agreed in writing by the parties.

4.2 Subscriber's obligations

At Completion:

- (a) the Subscriber will be deemed to have subscribed for and accepted the issue of the Subscription Shares; and
- (b) the Subscriber must pay to the Company the Subscription Price by electronic funds transfer into an account nominated in writing by the Company.

4.3 Company's obligations

At Completion, the Company must allot and issue, or procure the allotment or issue, of the Subscription Shares to the Subscriber free from any Encumbrance or other third party rights and register the Subscriber as the holder of the Subscription Shares

4.4 Completion simultaneous

In respect of Completion

- (a) the obligations of the parties under this agreement are interdependent; and
- (b) all actions required to be performed will be taken to have occurred simultaneously on Completion.

5 Post-Completion

As soon as practicable (and in any event within 2 Business Days) after the Completion Date, the Company must:

- (a) apply to ASX for official quotation of the Subscription Shares;
- (b) give to ASX a notice under section 708A(5)(e) of the Corporations Act in relation to the Subscription Shares; and
- (c) give, at the election of the Subscriber, a CHESS holding statement or an issuer-sponsored holding statement in respect of the Subscription Shares to the Subscriber.

6 Quarterly briefing and site visit

- (a) At least once each calendar quarter, the Company must provide a briefing to the Subscriber in relation to its development and operational activities in respect of the Seymour Project or, if the Company makes a final investment decision in respect of a Prioritised Project (defined below) before it makes a final investment decision in respect of the Seymour Project, the relevant Prioritised Project (and any other matters reasonably requested by the Subscriber).
- (b) The Subscriber or its technical representative may, upon reasonable written notice to the Company and at reasonable times but not more frequently than once every calendar quarter and at its own cost and risk, conduct on-site inspection of the Seymour Project or, if the Company makes a final investment decision in respect of a Prioritised Project (defined below) before it makes a final investment decision in respect of the Seymour Project, the relevant Prioritised Project, provided that it complies with the reasonable requirements of the Company.

7 Project financing

If the directors of the Company determine that debt capital required by the Company in respect of the Seymour Project or, if the Company makes a final investment decision in respect of a Prioritised Project (defined below) before it makes a final investment decision in respect of the Seymour Project, the relevant Prioritised Project should be provided by a Korean Export Credit Agency, then the Subscriber will have the right to appoint a financial adviser or co-adviser to procure for the benefit of the Company debt project finance from a Korean Export Credit Agency, subject to terms acceptable to the Company being agreed. For the purpose of clarity, the Subscriber's right to appoint a financial advisor shall not be construed as an obligation on the part of the Subscriber to provide or secure the project financing for the Seymour Project or any other relevant Prioritised Project.

8 Future equity issues

- (a) From Completion until the date 6 months thereafter, if the Company proposes, directly or indirectly, to undertake a Strategic Equity Offer, the Company must ensure that the Subscriber is given at least 10 Business Days written notice of the proposal to conduct the Strategic Equity Offer (**Strategic Equity Offer Notice**).
- (b) If the Subscriber wishes to participate in a Strategic Equity Offer then the Subscriber must provide written notice to the Company to that effect (**Strategic Equity Offer Acceptance**) within 15 Business Days after receipt of a Strategic Equity Offer Notice.
- (c) Upon receipt of a Strategic Equity Offer Acceptance from the Subscriber in accordance with clause 8(b), the Company must negotiate with the Subscriber in good faith to identify whether the parties can agree terms on which the Subscriber will participate in the Strategic Equity Offer.

- (d) If the Company receives a Strategic Equity Offer Acceptance from the Subscriber in accordance with clause 8(b) then the Company must not issue any Company Shares to third parties under the Strategic Equity Offer until:
- (1) the terms of the Subscriber's participation in the Strategic Equity Offer are agreed between the Company and the Subscriber under clause 8(c) (if applicable); or
 - (2) no agreement is reached between the Company and the Subscriber under clause 8(c) within 15 Business Days after the Company having received a Strategic Equity Offer Acceptance from the Subscriber in accordance with clause 8(b).
- (e) If:
- (1) the terms of the Subscriber's participation in the Strategic Equity Offer are agreed between the Company and the Subscriber within 15 Business Days of the Company having received a Strategic Equity Offer Acceptance from the Subscriber in accordance with clause 8(b); and
 - (2) the Company requires shareholder approval by law or the Listing Rules before Company Shares can be issued to the Subscriber under this clause 8 (**Required Shareholder Approval**),
- then such issue will be conditional upon receipt of the Required Shareholder Approval and the Company must use all reasonable endeavours to ensure that the Required Shareholder Approval is obtained in respect of the issue of such Company Shares to the Subscriber as expeditiously as possible after the time of such agreement (including taking all reasonable steps to procure that the Company's non-interested directors unanimously recommend that Company shareholders vote in favour of the resolution approving the issue of such Company Shares to the Subscriber, subject at all times to those directors' fiduciary and statutory duties).

9 Offtake rights for Prioritised Project

If the Company makes a final investment decision in respect of any of its other lithium projects to the extent known or existing as at the date of this agreement (being the projects specified in clause 10.2(f)) (each, a **Prioritised Project**) before it makes a final investment decision in respect of the Seymour Project, and such Prioritised Project successfully goes into production, then the Company and the Subscriber agree to transfer the offtake terms agreed in the Binding Offtake Term Sheet in relation to the Seymour Project to the Prioritised Project.

10 Warranties

10.1 Mutual warranties

The Company and the Subscriber each warrant to and for the benefit of the other on the date of execution of this agreement and immediately before Completion that:

- (a) (**(incorporation)**) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (b) (**(power and capacity)**) it has full power and capacity to enter into and perform its obligations under this agreement;
- (c) (**(corporate authorisations)**) all necessary authorisations (excluding any authorisations necessary for the fulfilment of any Condition) for the execution, delivery and performance by it of this agreement in accordance with its terms have been obtained or will be obtained prior to the Completion Date.
- (d) (**(no trust)**) it is not entering into this agreement as trustee of any trust or settlement.

- (e) **(no legal impediment)** the execution, delivery and performance of this agreement:
 - (1) complies with its constitution or other constituent documents (as applicable); and
 - (2) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and that would prevent it from entering into and performing its obligations under this agreement; and
- (f) **(solvency)**:
 - (1) it has not gone, or proposed to go, into liquidation;
 - (2) it has not passed a winding-up resolution or commenced steps for winding-up or dissolution;
 - (3) it has not received a deregistration notice under section 601AB of the Corporations Act or applied for deregistration under section 601AA of the Corporations Act;
 - (4) it has not been presented or threatened with a petition or other process for winding-up or dissolution and, so far as it is aware, there are no circumstances justifying a petition or other process;
 - (5) no receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of it, and, so far as it is aware, there are no circumstances justifying such an appointment; and
 - (6) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them.

10.2 Company specific warranties

The Company warrants to and for the benefit of the Subscriber on the date of execution of this agreement and immediately before Completion that:

- (a) **(capital structure)** the capital structure of the Company as at the date of execution of this agreement comprises:
 - (1) 253,906,663 fully paid ordinary shares;
 - (2) 15,500,000 unlisted performance rights;
 - (3) 1,815,000 unlisted options expiring on 10 September 2024; and
 - (4) 3,950,000 unlisted options expiring on 3 November 2025;
- (b) **(ownership)** the Subscriber will acquire on the Completion Date:
 - (1) the full legal and beneficial ownership of the Subscription Shares free and clear of all Encumbrances, subject to registration of the Subscriber in the Company's register of shareholders;
 - (2) the Subscription Shares free of competing rights, including pre-emptive rights or rights of first refusal; and
 - (3) the Subscription Shares that are fully paid and have no money owing in respect of them;
- (c) **(rights of Subscription Shares)** on their allotment and issue, the Subscription Shares will rank on an equal footing in all respects with the then existing issued fully paid ordinary shares in the capital of the Company;

- (d) **(share issues)** other than as disclosed to ASX or pursuant to the issue of Company Shares upon the exercise of options, performance rights or other securities in the Company convertible into Company Shares existing at the date of execution of this agreement, or an issue of securities to an officer or employee of the Company under an incentive based scheme or plan, there are no agreements, arrangements or understandings in force or securities issued which call for the present or future issue of, or grant to any person the right to require the issue of, any shares or other securities in the Company;
- (e) **(no preferential rights)** notwithstanding any provision in any other agreement among the existing shareholders or between an existing shareholder and the Company, no other existing shareholders of Company have (i) any other preferential right of co-sale and/or restrictions on their shares, including but not limited to, put options, tag-along rights; and (ii) any subscription rights, rights of first refusal, or other rights to acquire new shares of the Company, that may be granted to the existing shareholders or any other party.
- (f) **(ownership of projects)** the Group is the sole legal and beneficial owner of the mineral claims comprising the projects set out below (such mineral claims being definitively set out in the separate document to be certified by an officer of the Company and provided to the Subscriber prior to the date of execution of this agreement):
 - (1) the Seymour project located approximately 250km from the town of Thunder Bay in Ontario, Canada;
 - (2) the Allison Lake project located approximately 350km from the town of Thunder Bay in Ontario, Canada;
 - (3) the Root project located approximately 300km northwest of Thunder Bay in Ontario, Canada; and
 - (4) the Wisa project located approximately 100km east of Fort Francis, the border town to the US;
- (g) **(Listing Rules)** the issue of the Subscription Shares will not breach Listing Rule 7.1, or any other Listing Rule;
- (h) **(cleansing notice)** section 708A(5) of the Corporations Act is and will be applicable to the Subscription Shares and the Company will be able to provide, and there is nothing preventing it from providing, a cleansing notice under section 708A(5)(e) of the Corporations Act in accordance with clause 5(b);
- (i) **(official list):**
 - (1) it has been admitted to and is listed on the Official List (as defined in the Listing Rules);
 - (2) it has not been removed from the Official List and no removal from the Official List has been threatened by ASX; and
 - (3) the Company Shares are quoted on ASX and have not been suspended from quotation and no suspension has been threatened by ASX;
- (j) **(disclosure obligations)** it is in compliance with its periodic and continuous disclosure obligations under the Listing Rules and the Corporations Act; and
- (k) **(litigation and compliance)** other than as disclosed to the Subscriber, no member of the Group is, as at the date of execution of this agreement, a party to any investigation, prosecution, litigation or arbitration that will, or would reasonably be likely to, have a material adverse effect on the Group (**Material Proceedings**) and, so far as the Company is aware, as at the date of execution of this agreement, no Material Proceedings against a member of the Group are pending or threatened and the Company is not aware of any disputes that will, or would reasonably be likely to, give rise to any Material Proceedings.

10.3 Survival

The parties' rights and obligations under clauses 6,7,8 and 9, and the warranties given under clauses 10.1 and 10.2 survive the execution and Completion of this agreement.

10.4 Reliance

The parties acknowledge that each party has entered into this agreement in reliance on the warranties given by the other party.

10.5 Independent warranties

Each warranty given under clause 10.1 and clause 10.2 is separate and independent and not limited by reference to any other warranty or any notice or waiver given by any party in connection with anything in this agreement.

11 Termination

11.1 Termination by the Subscriber or the Company

- (a) The Subscriber or the Company may terminate this agreement at any time before Completion if the other party commits a material breach of this agreement (including a warranty) and:
 - (1) it has given written notice to the other party setting out the relevant circumstances and stating an intention to terminate this agreement; and
 - (2) the relevant circumstances are not remedied to the non-defaulting party's reasonable satisfaction and have continued to exist for 15 Business Days from the time such notice is given (or such shorter period ending on the Completion Date).
- (b) Termination under clause 11.1(a) will be deemed to take effect at the expiry of the relevant period referred to in clause 11.1(a)(2).

11.2 Effect of termination

Clause 3.4(c) will apply if this agreement is terminated in accordance with this clause 11.

12 Confidentiality and announcements

12.1 Confidentiality

Each party (**recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to another party or its business (which is disclosed to the recipient by the other party, its representatives or advisers), this agreement and the transactions contemplated by it other than to the extent that:

- (a) the information is in the public domain as at the date of this agreement (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the recipient);
- (b) the recipient is required to disclose the information by applicable law or the rules of any recognised stock exchange on which its shares or the shares of any of its related bodies corporate are listed, provided that the recipient has to the extent possible having regard to the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;
- (c) the disclosure is made by the recipient to its financiers or lawyers, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the recipient to properly perform its obligations under this agreement or to conduct their business generally, in which case the recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;
- (d) the disclosure is required for use in legal proceedings regarding this agreement; or
- (e) the party to whom the information relates has consented in writing before the disclosure.

12.2 Announcement

- (a) The Company and the Subscriber will consult with each other in relation to material public releases in relation to the subscription for the Subscription Shares by the Subscriber and, subject to clause 12.2(b), neither party may, before or after the Completion Date, make or send any material public statement, announcement or communication concerning the subscription for Subscription Shares unless it has first obtained the consent of the other party, which consent must not be unreasonably withheld or delayed.
- (b) Clause 12.2(a) does not apply to a public announcement or communication required by law or a regulation of a stock exchange, if the party required to make or send it has:
 - (1) provided the other party with reasonable notice of the public announcement or communication; and
 - (2) consulted to the extent possible in the circumstances (having regard to the required timing of the disclosure) with the other party and its legal advisers.

12.3 Extent of obligation

Each recipient must ensure that its directors, officers, employees, agents, representatives, financiers, advisers and related bodies corporate comply in all respects with the recipient's obligations under clause 12.1.

13 GST

13.1 Definitions

Words used in this clause 13 that have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**), have the same meaning as in the GST Act unless the context indicates otherwise.

13.2 GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include goods and services tax or similar value added tax levied or imposed in Australia under the GST Act or otherwise on a supply (**GST**).
- (b) To the extent that any supply made under or in connection with this agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (c) Whenever an adjustment event occurs in relation to any taxable supply to which clauses 13.2(a) and 13.2(b) applies:
 - (1) the supplier must determine the amount of the GST component of the consideration payable; and
 - (2) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

13.3 Tax invoices

The supplier must issue a tax invoice to the recipient of a supply to which clause 13.2 applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.



13.4 Reimbursements

If either party is entitled under this agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

14 Notices

14.1 How to give a notice

A notice, consent or other communication under this agreement is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it or any person acting as an officer or agent of that person;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (1) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (2) sent by email to that person's email address.

14.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is sent by mail:
 - (1) within Australia – three Business Days after posting; or
 - (2) to or from a place outside Australia – seven Business Days after posting; and
- (b) if it is sent by email, at the earlier of:
 - (1) when the sender receives an automated message confirming delivery; and
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

14.3 Addresses for notices

For the purpose of this clause the address of a person is the address set out below or another address of which that person may give notice to each other person:

Subscriber:

Attention: Ilhyun Lee
Address: Tower 1, Parc 1, 108 Yeoui-daero Yeongdeungpo-gu, Seoul 07335, Korea
Email: david.lee@lgensol.com
Copy to: clarklee@lgensol.com and sunqbin.seo@lgensol.com

Company:

Attention: Luke Cox
Address: Level 1, 338 Barker Road, Subiaco WA 6008, Australia
Email: luke@greentm.com.au
Copy to: nick@greentm.com.au and cameron@greentm.com.au



15 General

15.1 Governing law and jurisdiction

- (a) This agreement is governed by the law in force in Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

15.2 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

15.3 Duty and costs

- (a) The Subscriber must pay all duty in respect of the execution, delivery and performance of this agreement and any other agreement or document entered into under this agreement.
- (b) Unless otherwise provided for in this agreement, each party must pay its own costs in respect of the negotiation, preparation, execution, delivery, registration and performance of this agreement and any other agreement or document entered into under this agreement.

15.4 Entire agreement

This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings, arrangements and agreements, express or implied in respect of its subject matter.

15.5 Counterparts

This agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this agreement by signing any counterpart.

15.6 No merger

No provision of this agreement merges on, or by virtue of, Completion.

15.7 Variation of rights

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this agreement. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this agreement.

15.8 Further action

Each party must, at its own cost, do all things and execute all documents necessary to give full effect to this agreement and the transactions contemplated by it.



Signed as an agreement

Signed by
Green Technology Metals Ltd
by

sign here ► 
Company Secretary/Director

print name Joel Ives

sign here ► 
Director

print name Cameron Henry

Signed for
LG Energy Solution, Ltd.
by its authorised representative

sign here ► 
CEO

print name Young Soo, Kwon

