

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme **Charger Metals NL**ACN/ARSN **646 203 465****1. Details of substantial holder (1)**Name **See Annexure A (the "Substantial Shareholders")**

ACN/ARSN (if applicable)

The holder became a substantial holder on **12/01/2024****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 ("Shares")	4,705,882	4,705,882	6.08% (based on 77,420,250 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
See Annexure A	Relevant interest arises under section 608(1)(a) of the Corporations Act 2001 (Cth) ("Corporations Act") as registered holder of the Shares and under section 608(3) of the Corporations Act.	4,705,882 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
See Annexure A	Rio Tinto Exploration Pty Limited	Rio Tinto Exploration Pty Limited	4,705,882 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
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		Cash	Non-cash	
See Annexure A	12/01/2024 by way of issue of Shares pursuant to a convertible loan facility provided as part of a broader transaction under a Farm-in Term Sheet (a copy of which is attached as Annexure B)	\$0.255 per Share		4,705,882 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
See Annexure A	

7. Addresses

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

Name	Address
See Annexure A	

Signature

print name	Tim Paine	capacity	Company Secretary, Rio Tinto Limited
sign here		date	15/01/2024

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.
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Annexure A

This is Annexure A of 1 page referred to in the accompanying Form 603

print name	Tim Paine	capacity	Company Secretary, Rio Tinto Limited
sign here		date	15/01/2024

Substantial Shareholders


- a) Rio Tinto Exploration Pty Limited (ACN 000 057 125) of 37 Belmont Avenue, Belmont WA 6104, Australia;
- b) Rio Tinto Limited (ACN 004 458 404) of Level 43, 120 Collins Street, Melbourne, VIC 3000, Australia;
- c) Each subsidiary of Rio Tinto Limited (ACN 004 458 404) other than Rio Tinto Exploration Pty Limited (ACN 000 057 125);
- d) Rio Tinto plc (Company No. 719885) of 6 St James's Square, London SW1Y 4AD, United Kingdom; and
- e) Each subsidiary of Rio Tinto plc (Company No. 719885),

(each a **Substantial Shareholder**, together the **Substantial Shareholders**).

Rio Tinto Limited gives this notice on its own behalf and on behalf of each of the other Substantial Shareholders.

Annexure B

This is Annexure B of 41 pages (including this page) referred to in the accompanying Form 603

print name	Tim Pain	capacity	Company Secretary, Rio Tinto Limited
sign here		date	15/01/2024

The copy of the document attached to this Annexure B is a true copy of the original.

Rio Tinto Exploration Pty Limited & Charger Metals NL

- Convertible Loan and Lake Johnston Project Farm-in and Joint Venture Term Sheet

This binding **Term Sheet** records the agreed terms between **Rio Tinto Exploration Pty Limited** and **Charger Metals NL** in relation to the Lake Johnston Project in the Yilgarn region of Western Australia.

Defined terms are capitalised when used, with meanings as defined in clause 51 or otherwise as defined throughout this Term Sheet in text that is bold, italic and capitalised.

General		
1.	Parties	<p>a) Rio Tinto Exploration Pty Limited (ABN 76 000 057 125) of 37 Belmont Avenue, Belmont, Western Australia 6104 (RTX), a private Australian company which is a wholly owned subsidiary of Rio Tinto Ltd; and</p> <p>b) Charger Metals NL (ABN 61 646 203 465) of Unit 32, Level 3, 22 Railway Road, Subiaco, Western Australia 6008 (Charger), an ASX-listed public Australian company.</p> <p>(the Parties or Party)</p>
2.	Execution Date	The date the last Party executes this binding Term Sheet (the Execution Date).
3.	Assets	<p>a) Exploration Licences E63/1809, E63/1883 and E63/1903 issued pursuant to the Mining Act, which for illustrative purposes are shown in Annexure 1, (the Charger Tenements) together with any other permits, licences, rights, authorities and third-party agreements which are held by Charger to the extent that they are ancillary to facilitating exploration on the Charger Tenements;</p> <p>b) Contractual Lithium Rights on Exploration Licences E63/1722, E63/1723 and E63/1777 issued pursuant to the Mining Act and held by Hampton Metals Ltd, which for illustrative purposes are also shown in Annexure 1, (the Hampton Tenements) together with any other permits, licences, rights, authorities and third-party agreements which are held by Charger to the extent that they are ancillary to facilitating exploration in respect of Contractual Lithium Rights on the Hampton Tenements; and</p> <p>(together, the Tenement Interests); and</p> <p>c) All Mining Data created, generated or held by Charger whenever created (including prior to the Execution Date) in respect of the Tenement Interests, including all information contemplated by clause 17(i), a summary of which is set out in Annexure 2 (the Charger Mining Data).</p> <p>(together, the Assets)</p>
4.	Background	<p>a) Charger holds a 70% beneficial interest in Exploration Licence E 63/1809 pursuant to the LIT Agreement with the registered holder Lithium Australia Limited (LIT), where the remaining 30% is held by LIT pursuant to the LIT Agreement.</p> <p>b) Charger holds a 70% legal and beneficial interest in the Contractual Lithium Rights on the Hampton Tenements pursuant to the Lefroy and LIT Agreements and the remaining 30% legal and beneficial interest in the Contractual Lithium Rights is held by LIT pursuant to the Lefroy and LIT Agreements.</p> <p>c) The LIT Buyout Agreement has been entered into, or will be entered into concurrent with this Term Sheet, by Charger and LIT in relation to the acquisition, subject to certain conditions precedent, by Charger of LIT's 30% legal and beneficial interest in (i) the Contractual Lithium</p>

		<p>Rights on the Hampton Tenements and (ii) E63/1809, with LIT retaining certain rights in relation to product offtake..</p> <p>d) Charger is the sole beneficial holder of Exploration Licence E63/1883 pursuant to the Gianni Agreement, with the registered holder being Peter Gianni, and is the sole beneficial holder of Exploration Licence E63/1903 pursuant to the LIT Agreement, with the registered holder being LIT (Peter Gianni and LIT being together, the Other Holders).</p> <p>e) Pursuant to the terms set out in this Term Sheet and subject to various conditions precedent including completion of the LIT Buyout Agreement, Charger agrees to grant RTX the exclusive right to farm-in and earn an interest in the Assets, and potentially form a joint venture, by fulfilment of certain payment, activity and expenditure obligations in relation to further exploration of the Tenement Interests.</p> <p>f) Separate to the farm-in arrangement, RTX has also agreed to make available a A\$1.2 million convertible loan facility that may be drawn down by Charger and converted into Charger Shares on the terms set out in this Term Sheet.</p>
5.	Nature of Term Sheet	This Term Sheet becomes legally binding on the Execution Date.
6.	Stamping of Term Sheet	As soon as practicable after the Execution Date, RTX must attend to the Stamping of this Term Sheet.
Convertible Loan		
7.	RTX Convertible Loan	<p>Subject to the Convertible Loan Conditions, as set out in clause 8, being satisfied (or waived in accordance with clause 8), RTX agrees to make available to Charger a convertible loan facility of A\$1,200,000 (the Convertible Loan) in accordance with the following terms and conditions:</p> <p>a) At any time on and from the Convertible Loan Conditions Satisfaction Date, Charger may elect to drawdown funds from the Convertible Loan in parcels that are multiples of A\$100,000 by providing written notice and a tax invoice for such amount to RTX.</p> <p>b) Within five (5) Business Days after the receipt of a written notice and tax invoice from Charger for a loan drawdown amount under clause 7(a), RTX must pay the requested loan drawdown amount to Charger.</p> <p>c) The Convertible Loan is unsecured, interest free with no restriction on use of funds.</p> <p>d) Charger covenants not to enter into any other borrowings whilst any amount of the Convertible Loan remains outstanding.</p> <p>e) For a two (2) Business Day period commencing on satisfaction (or waiver in accordance with clause 9) of all the Farm-in Conditions except the LIT Buyout Completion Condition, either Charger or RTX may elect for Charger to draw any undrawn balance of the Convertible Loan and if such election is made Charger must provide RTX with a tax invoice for such amount as soon as practicable and RTX must pay the loan drawdown amount referred to in such invoice in accordance with clause 7(b).</p> <p>f) On the third Business Day after the Effective Date, the balance of the Convertible Loan will automatically convert into Charger Shares based on a conversion price per Charger Share that is:</p> <p>(i) the lowest issue price of Charger Shares pursuant to any equity raising undertaken between the Execution Date and the date Charger holds a general meeting of its shareholders to seek the Charger Shareholder Approval For LIT Buyout Agreement (Shareholder Meeting); or</p>

		<p>(ii) if no equity raising referred to in clause 7(f)(i) takes place, equal to the 10-day VWAP of Charger Shares on the ASX up to and including the ASX trading day prior to conversion, but in each case with a minimum conversion price of A\$0.25 per Charger Share.</p> <p>g) Unless otherwise agreed between the Parties in writing, the number of Charger Shares issued to RTX on conversion of the Convertible Loan (including, for the avoidance of doubt, under clause 7(h)(i)) will be capped such that RTX's relevant interest (as defined in the Corporations Act) in Charger does not exceed 9.99%. Any remaining balance of the Convertible Loan after such capped conversion will be immediately due and payable by Charger to RTX.</p> <p>h) If the Charger Shareholder Approval For LIT Buyout Agreement is not obtained (or the planned Shareholders Meeting is cancelled or withdrawn for any reason) or Charger Shareholder Approval For LIT Buyout Agreement is obtained but the Effective Date is not achieved within 1 month of the date of the Shareholders Meeting for any reason, unless otherwise agreed in writing with Charger, RTX must within ten (10) Business Days elect whether to:</p> <p>(i) convert the Convertible Loan into Charger Shares based on a conversion price per Charger Share equal to the 10-day VWAP of Charger Shares on the ASX up to and including the ASX trading day prior to conversion subject to a minimum conversion price of A\$0.25 per Charger Share (and, for the avoidance of doubt, clause 7(g) will apply in respect of such conversion); or</p> <p>(ii) require that Charger repay the Convertible Loan in full;</p> <p>and, in such circumstance (regardless of (A) the election made by RTX in this clause 7(h), (B) whether the Convertible Loan Conditions were satisfied or waived, and (C) whether any amount was drawn down by Charger on the Convertible Loan):</p> <p>(iii) for the period from the date RTX makes such election until up to the date that is twelve (12) months after the date of the planned Shareholders Meeting, Charger will grant RTX a first right of refusal (on the same general process terms as set out in clause 38(c)) in relation to any proposed transaction by Charger to obtain funds (whether by way of debt or equity or otherwise) for the purposes of (A) funding Charger's exercise of its pre-emptive right under the LIT Agreement over LIT's interest in the Tenements, and/or (B) funding further exploration of the Tenements, excluding any funding obtained or proposed to be obtained from a pro rata issue to existing Charger shareholders and subject to any restrictions under the ASX Listing Rules or the Corporations Act; and</p> <p>(iv) RTX and Charger will in good faith work together to seek to agree an alternative transaction to the Farm-in under which RTX will farm-in to the Tenements.</p> <p>i) Within ten (10) Business Days after the relevant conversion date, Charger must issue the relevant number of Charger Shares (the Conversion Shares) to RTX as an "issuer sponsored" shareholding with registration address details as set out in this Term Sheet unless otherwise agreed between Charger and RTX.</p> <p>j) If the issue of the Conversion Shares requires the approval of Charger shareholders, Charger must use reasonable endeavours to obtain such shareholder approval as soon as practicable after the Convertible Loan Conditions Satisfaction Date and take all required actions to ensure the issue of the Conversion Shares can be undertaken as soon as reasonably practicable in accordance with the provisions set out in this clause.</p> <p>k) As soon as reasonably practicable following issue of the Conversion Shares (and in any event by no later than the following Business Day), Charger must lodge a notice under section 708A(5)(e) of the Corporations Act unless it is unable to do so, in which case Charger must, within 30 Business Days of issue of the Conversion Shares, lodge with ASIC and ASX a disclosure document that complies with part 6D of the Corporations Act and until such disclosure</p>
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		<p>document has been lodged with ASIC and ASX RTX must not offer to sell, or transfer, the Conversion Shares to any person.</p> <p>l) Any drawn down amount of the Convertible Loan that becomes repayable pursuant to clause 6(g) or 6(h) must be repaid by Charger to RTX within twenty (20) Business Days of receipt of a valid tax invoice for such amount from RTX, with such invoice including the relevant banking details for RTX.</p>
8.	Convertible Loan Conditions Precedent	<p>a) The provision of the Convertible Loan by RTX to Charger is subject to and conditional upon:</p> <ul style="list-style-type: none"> (i) the LIT Buyout Agreement being executed; (ii) ASX granting Charger any waiver from compliance with the ASX Listing Rules that is required for Charger to proceed with the LIT Buyout Agreement including a waiver from ASX Listing Rule 10.1 in order for Charger to pay LIT consideration under the LIT Buyout Agreement that is not “restricted securities” (ASX Waiver); (iii) the ASX confirming to Charger that ASX listing Rules 11.1 and 11.2 do not apply to the Farm-in and that the Convertible Loan complies with ASX Listing Rule 6.1, in each case if Charger believes in its absolute discretion that such confirmations are required in order for RTX to proceed with the Farm-in and the Convertible Note (ASX Confirmations); (iv) Charger receiving statements of intention from the directors of Charger and other key Charger shareholders representing in total over 18% of the Charger Shares on issue to the effect that they intend, provided that a Positive IER Opinion is given in the independent expert’s report prepared for the meeting seeking Charger Shareholder Approval For LIT Buyout Agreement, to vote in favour of the resolution seeking Charger Shareholder Approval For LIT Buyout Agreement, <p>(together, the Convertible Loan Conditions).</p> <p>b) RTX may choose to waive the conditions in clause 8(a)(i) and (iv) in its absolute discretion by written notification of any such waiver to Charger, with the conditions in clauses 8(a)(ii) and (iii) only able to be waived by the Parties by mutual written agreement.</p> <p>c) Charger will be responsible for attending to the various matters required to satisfy the Convertible Loan Conditions and will use its best endeavours to satisfy the Convertible Loan Conditions as soon as possible after the Execution Date and will keep RTX informed of its progress in this regard, including providing notification as soon as practicable after each of the Convertible Loan Conditions is satisfied. In this regard, Charger must include in its notice of meeting seeking Charger Shareholder Approval For LIT Buyout Agreement a statement that each Charger director intends to vote any Charger Shares owned or controlled by the relevant Charger director in favour of the resolution seeking Charger Shareholder Approval For LIT Buyout Agreement provided that Charger is not required to include such statement</p> <ul style="list-style-type: none"> (i) in respect of any Charger director that determines (in that Charger director’s sole discretion) that such statement will or may breach that director’s fiduciary duties as director; and (ii) unless the independent expert’s report prepared for such meeting gives an opinion that the LIT Buyout Agreement is in the best interests of Charger’s shareholders and is fair and reasonable to Charger’s shareholders (excluding LIT) or is not fair but reasonable to Charger’s shareholders (excluding LIT) (Positive IER Opinion). <p>d) RTX will, upon request from Charger, provide reasonable assistance to Charger in relation to satisfying the Convertible Loan Conditions.</p> <p>e) The Convertible Loan Conditions Satisfaction Date is the date on which all of the Convertible Loan Conditions have been satisfied (or waived in accordance with this clause 8).</p>

		<p>f) If the Convertible Loan Conditions are not satisfied (or waived in accordance with this clause 8) by the date that is 150 days from the Execution Date (or such later date as the Parties may agree in writing) or Charger Shareholder Approval For LIT Buyout Agreement is not obtained at the Charger Shareholder Meeting, then either Party may, by notice in writing to the other Party, elect to terminate this Term Sheet, other than RTX's rights under clauses 7h)(iii) and (iv) which will be retained.</p> <p>g) On termination of this Term Sheet pursuant to clause 7(f) the Parties will cease to have any rights, interest, obligations or liabilities in respect of this Term Sheet, other than for any breach prior to termination or any liabilities which accrued prior to termination and which remain undischarged at termination and subject to the operation of clause 49 and except in respect of any clauses that this Term Sheet expressly states will survive termination.</p>
Farm-in		
9.	Farm-in Conditions Precedent	<p>a) The Farm-in rights and obligations under this Term Sheet are subject to and conditional upon:</p> <ul style="list-style-type: none"> i) ASX granting Charger the ASX Waiver and ASX confirming to Charger the ASX Confirmations (to the extent Charger believes in its absolute discretion that the ASX Confirmations are required in order for RTX to proceed with the Farm-in); ii) Charger obtaining all approvals from its shareholders as is necessary to proceed with the LIT Buyout Agreement (Charger Shareholder Approval For LIT Buyout Agreement); iii) "Completion" (as that term is defined in the LIT Buyout Agreement) of the LIT Buyout Agreement (or a similar replacement transaction) occurring (LIT Buyout Completion Condition); and iv) Hampton providing such consents as are necessary under the Lefroy Agreement for: <ul style="list-style-type: none"> A) RTX to access the Hampton Tenements as necessary to proceed with the Farm-in (to the extent that such consent is necessary under the Lefroy Agreement); and B) the Parties to assign interests in the Contractual Lithium Rights as contemplated by this Term Sheet and the Parties and Hampton executing a deed of assignment on terms agreed by the Parties (acting reasonably) covering such assignments and the associated assumption of obligations under the Lefroy Agreement, <p>(together, the Farm-In Conditions)</p> <p>b) Each of the Farm-in Conditions may only be waived by the Parties by mutual written agreement.</p> <p>c) Charger will be responsible for attending to the various matters required to satisfy the Farm-in Conditions and will use its best endeavours to satisfy the Farm-in Conditions as soon as possible after the Execution Date and will keep RTX informed of its progress in this regard, including providing notification as soon as practicable after each of the Farm-in Conditions is satisfied.</p> <p>d) RTX will, upon request from Charger, provide reasonable assistance to Charger in relation to satisfying the Farm-in Conditions.</p> <p>e) The Effective Date is the date on which all of the Farm-in Conditions have been satisfied (or waived in accordance with this clause 9).</p> <p>f) Charger covenants that during the period from the Execution Date until the Effective Date or the effective date of termination of this Term Sheet (including in accordance with clause 9(g)) it will (except as otherwise required or contemplated by this Term Sheet including in accordance with the LIT Buyout Agreement):</p> <ul style="list-style-type: none"> i) ensure there is no material change to the Tenement Interests;

		<p>ii) take all reasonable steps to protect and maintain the Tenement Interests in good standing; and</p> <p>iii) refrain from entering into any material agreements in respect of the Tenement Interests (other than the LIT Buyout Agreement) without the express consent of RTX (which will not be unreasonably withheld).</p> <p>g) If the Farm-in Conditions are not satisfied or waived by RTX by the date that is 150 days from the Execution Date (or such later date as the Parties may agree in writing), or Charger Shareholders Approval (LIT Buyout Agreement) is not obtained at the Charger Shareholder Meeting, then either Party may, by notice in writing to the other Party, elect to terminate this Term Sheet other than the obligations and rights in respect of the Convertible Loan under this Term Sheet (being the obligations and rights in clauses 7 and 8).</p> <p>h) On termination of this Term Sheet pursuant to clause 9(g) the Parties will cease to have any rights, interest, obligations or liabilities in respect of this Term Sheet, other than for any breach prior to termination or any liabilities which accrued prior to termination and which remain undischarged at termination and subject to the operation of clause 49 and except in respect of any clauses that this Term Sheet expressly states will survive termination..</p> <p>i) Up until the earlier of the Effective Date and the date of any termination of this Term Sheet (including pursuant to clause 9(g)), Charger must:</p> <p>i) not solicit, initiate, or encourage the submission of any proposal or offer (A) from any third party relating to the acquisition of any interest in the Tenements or (B) for an acquisition of a shareholding of greater than 8% in Charger by an investor that is not a Major Mining Corporate or an acquisition of any shareholding in Charger by a Major Mining Corporate, including by way of subscription to an issue of new Charger Shares;</p> <p>ii) not participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any third party to do or seek any of the foregoing; and</p> <p>iii) notify RTX immediately if any third party makes any proposal or offer to acquire any interest in some or all the Tenement Interests (which such notice, for the avoidance of doubt, will not require details of the party making such proposal or offer).</p>
10.	Farm-in Period	The Farm-in Period commences on the Effective Date and ends on the earlier of the Joint Venture Formation Date or the Termination Date (Farm-in Period).
11.	RTX First Payment	RTX must pay Charger A\$500,000 (RTX First Payment) within two (2) Business Days of the later of the satisfaction (or waiver in accordance with clause 9) of all the Farm-in Conditions except the LIT Buyout Completion Condition and the receipt of a tax invoice for such amount from Charger, being for reimbursement of prior costs incurred by Charger in relation to the Tenement Interests. It is acknowledged that Charger intends to use the RTX First Payment to fund part of the consideration payable by Charger to LIT under the LIT Buyout Agreement and accordingly, if "Completion" (as that term is defined in the LIT Buyout Agreement) of the LIT Buyout Agreement (or a similar replacement transaction) does not occur for any reason Charger must refund the RTX First Payment to RTX.
12.	RTX Exclusive Exploration Right during Farm-in Period	<p>a) On and subject to the terms of this Term Sheet, Charger grants RTX the sole and exclusive right to sole fund and carry out exploration and associated activities during the Farm-in Period for:</p> <p>i) all minerals on the Charger Tenements; and</p> <p>ii) Lithium Minerals on the Hampton Tenements.</p>

		<p>b) Subject to the terms of this Term Sheet, in particular clause 17, RTX will make all reasonable efforts to consult with Charger on the nature, timing and conduct of all exploration activities and budgets on the Tenements during the Farm-in period.</p> <p>c) Notwithstanding clause 12(b) and subject to the terms of this Term Sheet, in particular clause 17, RTX shall determine at its sole discretion the nature, timing and conduct of all exploration activities and budgets on the Tenement Interests during the Farm-in Period.</p>
13.	Land Access Authority	<p>a) For the duration of the Farm-in Period, if required for any periods during which RTX is acting as Operator of the exploration programme, Charger authorises RTX to exclusively conduct negotiations on behalf of Charger with any authority, landowner, infrastructure operator or native title party to obtain and secure appropriate access to the Tenement Interests for the purposes of undertaking exploration (including completion of any necessary native title and cultural heritage surveys within the area of the Tenement Interests) provided that RTX has no authority to bind Charger to any obligation to a third party except with Charger prior written consent (not be unreasonably withheld).</p> <p>b) Without limiting clause 13(a), RTX has no authority to bind Charger to any Land Access related agreements, or amendments to such agreements, without Charger's prior written consent (not to be unreasonably withheld). RTX will in good faith consider any comments from Charger on any proposed Land Access related agreements, or amendments to such agreements.</p>
14.	Exploration Expenditure	<p>a) For the purposes of any expenditure requirements in this Term Sheet, Exploration Expenditure means all expenditure incurred by RTX or Charger (as applicable) (and where relevant, any JV Manager) on exploration, evaluation, feasibility work (in relation to a potential future mining operation) and associated activities on and in relation to mineralisation or potential mineralisation on the Tenement Interests after the Effective Date, including Land Access and Tenement Management activities.</p> <p>b) Exploration Expenditure includes the attributable cost of a Parties employee time and other resources used in such activities, provided that such costs have been approved by the Operator (acting reasonably and in consultation with the other Party in good faith) in respect to each Approved Programme or RTX Operatorship Programme or (after the Joint Venture Formation Date) expenditure plan and budget (as applicable) and provided that that such costs are no higher than what such costs would be if they were negotiated on arms-length terms and where any of these activities or services are not used solely for exploration on the Tenement Interests but also for unrelated operations of RTX, the costs must be allocated on a pro-rata basis based on the proportion of time such activities or services are used for purposes relating to the Tenement Interests.</p> <p>c) Each Party has the right to audit and challenge the Exploration Expenditure and shall be provided with details, including time sheets, on request. Any dispute in relation to Exploration Expenditure that is not able to be resolved between the Parties will be subject to the dispute resolution procedures in clause 47.</p> <p>d) Exploration Expenditure includes a management fee that the Operator, from time to time, is entitled to charge to cover indirect administration and support overheads, comprising managerial, administrative, secretarial, legal, accounting, insurance and personnel services. Such management fee will be equal to 10% of the total of any Exploration Expenditure in any relevant period.</p>
15.	RTX Farm-in Right	<p>a) RTX has a sole and exclusive right (Farm-in Right) to earn a 51% joint venture interest in the Assets (the Farm-in Interest) by:</p>

		<p>i) sole funding Exploration Expenditure of A\$10,000,000 within four (4) years after the Effective Date (or as such period may be extended in accordance with clause 39 by reason of Force Majeure);</p> <p>ii) meeting the Minimum Commitment as described in clause 16; and</p> <p>iii) after the Minimum Commitment Period, sole funding Exploration Expenditure of at least \$1,000,000 each calendar year (or as such period may be extended in accordance with clause 39 by reason of Force Majeure) during the Farm-in Period, unless after request from RTX, Charger agrees in writing to waive such requirement for any such calendar year, acting reasonably based on exploration results and planned activities at the time,</p> <p>(the Farm-in Requirement and more generally, the Farm-in).</p> <p>b) If RTX fails to:</p> <p>i) sole fund Exploration Expenditure of A\$10,000,000 within four (4) years after the Effective Date (or as such period may be extended in accordance with clause 39 by reason of Force Majeure); or</p> <p>ii) after the Minimum Commitment Period, sole fund Exploration Expenditure of at least \$1,000,000 each calendar year (or as such period may be extended in accordance with clause 39 by reason of Force Majeure) during the Farm-in Period, unless after request from RTX, Charger agrees in writing to waive such requirement for any such calendar year, acting reasonably based on exploration results and planned activities at the time,</p> <p>RTX will be deemed to have given a notice under clause 29(a) terminating this Term Sheet.</p>
16.	RTX Minimum Exploration Commitment	<p>RTX must sole fund minimum Exploration Expenditure of A\$3,000,000 which is inclusive of funding a minimum of 5,000m of diamond core and/or reverse circulation drilling on the Tenement Interests (the Minimum Commitment Amount), before the date that is twelve (12) months after the Effective Date (or as such period may be extended in accordance with clause 39 by reason of Force Majeure and subject always to clause 17(n)) (the Minimum Commitment Date, with such period being the Minimum Commitment Period), (the Minimum Commitment).</p> <p>If RTX fails to meet the Minimum Commitment during the Minimum Commitment Period, an amount equal to the difference between the Minimum Commitment Amount and the Exploration Expenditure sole funded by RTX during the Minimum Commitment Period will become immediately due and payable to Charger and Charger may, without limitation to its rights under this Term Sheet or at law or in equity, terminate this Term Sheet by written notice to RTX.</p>
17.	Charger Operator during the Minimum Commitment Period	<p>a) Charger will be the initial Operator of the exploration activities on the Tenement Interests and will, subject to clause 17(b) and RTX's Step-in Right described in clause 18, remain the Operator during the Minimum Commitment Period and for such longer period as the Parties may agree in writing. For the avoidance of doubt, this clause 17 applies during the Earn-in Period whilst Charger is Operator.</p> <p>b) Prior to the date that is ten (10) Business Days after the Effective Date and thereafter prior to 1 March each year, RTX will provide to Charger a proposed exploration programme and indicative budget for the upcoming year (or part thereof) ending 31 March (Field Year), including details of any proposed drilling activities and proposed geophysical or geochemical surveys. RTX and Charger will then meet within ten (10) Business Days of the provision of such proposed programme to allow Charger to comment on the proposed exploration activities to take place and advise RTX as to the appropriate budget and timing for such activities under Charger's operatorship, which must include all anticipated Tenement Interests holding costs. RTX must then finalise the programme and budget in consultation with Charger and provide a copy to Charger, which will be the Approved Programme for that Field Year.</p>

		<p>c) The Approved Programmes must be sufficient to meet any minimum expenditure commitments under the Charger Tenement conditions, subject to any exemptions that may be sought and obtained, and thereby keep the Charger Tenement Interests in good standing. Save that, in respect of the current Charger Tenement year obligations, RTX and Charger will cooperate and use reasonable endeavours to undertake sufficient activities to meet such obligations.</p> <p>d) An Approved Programme may be amended from time to time by RTX providing at least twenty (20) Business Days' notice to Charger, and seeking and considering, acting reasonably, input and comments from Charger in relation to such amendment, including considering the obligations set out in clause 17(e).</p> <p>e) Charger will carry out an Approved Programme in accordance with RTX's reasonable instructions and the terms of this Term Sheet, accepted mining and exploration methods and practices, the Mining Act, the conditions of the Tenement Interests (including lodgement of statutory reports at least 10 days before their due date), the terms of any Third Party Agreements, and all other applicable laws in respect of its activities on the Tenement Interests.</p> <p>f) If Charger expects that there will be a cost overrun of more than 10% in carrying out an Approved Programme which cannot be avoided by proper diligence, care and operating practice, Charger will seek the consent of RTX prior to exceeding the budget contained in the Approved Programme.</p> <p>g) Charger will make quarterly cash calls (in the form of a tax invoice) in advance to RTX for the funds to meet the estimated expenses to be incurred by Charger during the succeeding three (3) month period in respect of an Approved Programme (Approved Programme Call).</p> <p>h) The funds requested by Charger in an Approved Programme Call will be due and payable ten (10) Business Days from when the Approved Programme Call is received by RTX.</p> <p>i) Charger will provide quarterly reports to RTX within fifteen (15) Business Days of the end of the relevant calendar quarter, in respect of a summary of its activities and Exploration Expenditure while it is acting as Operator, and must keep RTX reasonably informed, as soon as practicable, of any material exploration results and any material matters that impact on the Tenement Interests and the rights and obligations of RTX (collectively, Tenement Matters).</p> <p>j) Whilst Charger is acting as Operator, RTX may elect to second up to two (2) of its personnel to Charger's operations on the Tenement Interests at RTX's sole risk with RTX's attributable cost counting toward Exploration Expenditure in an Approved Programme (provided that such attributable cost is set out in the applicable Approved Programme).</p> <p>k) In reasonable consultation with Charger, RTX may also undertake certain other exploration activities in respect of the Tenement Interests, including geophysical modelling, geological mapping, sampling, geophysics, mineral analysis and interpretation services, that may or may not involve personnel accessing the Tenements, with such RTX costs counting toward Exploration Expenditure (provided that such costs are set out in the applicable Approved Programme). Any such activities that require access to the Tenements will be undertaken at RTX's sole risk and under any reasonable directions and/or supervision from Charger.</p> <p>l) If RTX requests, Charger must facilitate RTX and its personnel to gain access to the Tenement Interests at any reasonable times and allow RTX and its personnel to observe Charger's activities on the Tenements and undertake any activities pursuant to clause 17(k).</p> <p>m) Notwithstanding any provision to the contrary, nothing in this Term Sheet obliges Charger to incur expenditure on the Tenement Interests in an amount more than those funds forming part of an Approved Programme which is actually received by Charger from RTX.</p> <p>n) In the event that RTX has paid Approved Programme Calls sufficient to satisfy the Minimum Commitment but Charger has not incurred those funds prior to the expiry of the Minimum</p>
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		<p>Commitment Period, or Charger's completion of any Approved Programme that would have met the Minimum Commitment is delayed, the Minimum Commitment Period is automatically extended until Charger completes the Approved Programme and incurs the amount of the Approved Programme Calls paid by RTX and completes any necessary Minimum Commitment activities in that Approved Programme on the Tenement Interests.</p> <p>o) Notwithstanding the provisions set out in this clause 17, the Parties will at all times consult in good faith in relation to the Operator arrangements of Charger and will seek to agree pragmatic approaches to the advancing the exploration of the Tenements and to address any matters not specifically covered, or not well covered, by these provisions.</p>
18.	RTX Step-in Right	<p>a) RTX may exercise the Step-in Right in accordance with this clause 18, to assume the role of Operator, at any time while Charger is acting as Operator if:</p> <ul style="list-style-type: none"> i) Charger is in material breach of any of its material obligations under this Term Sheet; or ii) in the reasonable opinion of RTX, Charger's operations are at risk of becoming, or have become, unsafe or in material breach of any native title heritage obligations, <p>(each a Step-In Right Event).</p> <p>b) Nothing in this clause 18 prevents RTX, upon becoming entitled to exercise the Step-in Right, from requiring Charger to immediately suspend all of its operations if, in the reasonable opinion of RTX, Charger's operations are at risk of becoming, or have become, unsafe or in material breach of any native title heritage obligations. The suspension of Charger's operations may continue for as long as RTX reasonably believes Charger's operations are, or may be, unsafe or in material breach of any native title heritage obligations.</p> <p>c) In order to exercise the Step-in Right, RTX must provide Charger with the Step-in Right Notice which must set out the alleged Step-in Right Event and the grounds, and either:</p> <ul style="list-style-type: none"> i) require the breach or risk, to be remedied or removed by Charger within a cure period of not less than 30 (thirty) days (or in the case of an Emergency such period within which RTX reasonably believes the breach must be remedied or removed in the circumstances), taking into account Charger's technical and financial capabilities at the time of the Step-In Right Notice; or ii) if the breach is not reasonably capable of being remedied or removed by Charger, set out the terms of suspension of Charger's operations and any other action RTX reasonably deems necessary to assist in curing the breach and mitigating risk. <p>d) If Charger remedies the breach or removes the risk the subject of a Step-in Right Notice within the cure period specified in the Step-in Right Notice then the Step-in Right will not apply in respect of that breach or risk.</p> <p>e) If the Step-in Right Event set out in the Step-in Right Notice has not been remedied or removed within the cure period specified in the Step-in Right Notice, Charger must:</p> <ul style="list-style-type: none"> i) immediately cease all work on the Tenement Interests as Operator; ii) as soon as practicable, provide to RTX full details of the results of the activities undertaken by Charger, all Mining Data generated by Charger and full details of the expenditure incurred by Charger; and iii) to the extent required, procure assignment to RTX of any contract entered into by Charger in respect of the work to which the Step-in Right relates. <p>f) In exercising the Step-in Right, RTX must complete the work to which the Step-in Right relates (i) in accordance with the relevant Approved Programme in respect of the Charger Tenements, and (ii) to the extent it is able to do so in respect of the Hampton Tenements.</p>

		<p>g) The exercise of the Step-in Right in relation to the Contractual Lithium Rights is subject to obtaining the consent of Hampton Metals if required, with the Parties to cooperate in good faith in seeking such consent.</p> <p>h) Any expenditure reasonably and properly incurred by RTX in exercising the Step-in Right, excluding any legal and commercial time and costs in enforcing the Step-in Right, is claimable as Exploration Expenditure.</p> <p>i) The Minimum Commitment Period and Farm-in Period will be extended for a period equal to any delay in completing exploration activities that arises as a result of RTX's exercise of the Step-in Right.</p>
19.	RTX Second Payment	<p>Unless RTX elects to withdraw from the Farm-in pursuant to clause 29(a)(i) prior to the RTX Second Payment Due Date, RTX must pay Charger A\$500,000 (RTX Second Payment) within thirty (30) days of the later of the:</p> <ul style="list-style-type: none"> a) Minimum Commitment Date; b) Initial Program Results Date; and c) receipt of a tax invoice for such amount from Charger, <p>being for reimbursement of prior costs incurred by Charger in relation to the Tenements (RTX Second Payment Due Date).</p> <p>For the avoidance of doubt, RTX's failure to pay the RTX Second Payment by the RTX Second Payment Due Date will be a material breach of RTX's obligations under this Term Sheet for the purposes of clause 29(b).</p>
20.	RTX Contingent Payment	<p>Unless RTX elects to withdraw from the Farm-in pursuant to clause 29(a)(i) prior to the RTX Contingent Payment Due Date, if the Initial Program Results include a Significant Intersection, RTX must pay Charger a further A\$500,000 (RTX Contingent Payment) within thirty (30) days of the later of the:</p> <ul style="list-style-type: none"> a) Minimum Commitment Date; b) Initial Program Results Date; and c) receipt of a tax invoice for such amount from Charger, <p>(RTX Contingent Payment Due Date) being for reimbursement of prior costs incurred by Charger in relation to the Tenements.</p> <p>For the avoidance of doubt, RTX's failure to pay the RTX Contingent Payment by the RTX Contingent Payment Due Date will be a material breach of RTX's obligations under this Term Sheet for the purposes of clause 29(b).</p>
21.	Tenement Removal Right	<ul style="list-style-type: none"> a) At any time after the date that is two years after the Effective Date and subject to the minimum required expenditure (under the Mining Act) and Charger Tenement conditions for the current tenure year for that Charger Tenement having been met, RTX may elect, by providing ten (10) Business Days' written notice to Charger (Notification of Surrender), to remove any Tenement Interests from the Assets (to which the Farm-in Right and this Term Sheet applies), where it reasonably considers that it no longer wishes to fund any Exploration Expenditure on that Tenement Interest. b) Upon removal of a Tenement Interest pursuant to clause 21(a), RTX would no longer have any rights or obligations in respect of that Tenement Interest other than completing any environmental rehabilitation and meeting any obligations under Third Party Agreements in respect of its activities during the Farm-in Period on that Tenement Interest.

		<p>c) The removal of a Tenement Interest pursuant to clause 21(a), does not affect the Minimum Commitment or the Exploration Expenditure required to earn the Farm-in Interest.</p> <p>d) Upon removal of a Tenement Interest pursuant to clause 21(a) RTX must immediately remove all caveats lodged by RTX over such Tenement Interest.</p>
22.	RTX Third Payment	<p>Unless RTX elects to withdraw from the Farm-in pursuant to clause 29(a)(i) prior to the RTX Third Payment Due Date, RTX must pay Charger A\$1,000,000 (RTX Third Payment) within thirty (30) days of the later of the:</p> <p>a) Joint Venture Formation Date; and</p> <p>b) receipt of a tax invoice for such amount from Charger,</p> <p>(RTX Third Payment Due Date) being for reimbursement of prior costs incurred by Charger in relation to the Tenements.</p>
23.	Joint Venture Formation Actions	<p>a) As soon as practicable after meeting the Farm-in Requirement and at the latest before the date that is four (4) years and one (1) month after the Effective Date (unless RTX otherwise elects to withdraw from the farm-in at such time pursuant to clause 29(a)(i)) RTX must provide a notice to that effect to Charger (Joint Venture Notice) which includes:</p> <p>i) a summary of the Exploration Expenditure incurred in meeting the Farm-in Requirement (with the total Exploration Expenditure incurred in meeting the Farm-in Requirement being the Farm-in Spend); and</p> <p>ii) an election as to whether RTX wishes to sole fund Joint Venture expenditure in accordance with clause 34 to earn a further 24% Joint Venture interest (the Sole Fund Election).</p> <p>b) Within twenty (20) Business Days of RTX's Sole Fund Election, RTX will provide Charger with a proposed exploration plan and budget for the next twelve (12) months (Sole Fund Budget).</p> <p>c) If requested by Charger (with such request to be made within twenty (20) Business Days of receiving the summary of the Exploration Expenditure incurred in meeting the Farm-in Requirement pursuant to clause 23(a)) RTX must, within ten (10) Business Days of receiving such request, provide Charger with further details on its Exploration Expenditure. Any dispute in relation to whether the Farm-in Requirement has been met that is not able to be resolved between the Parties will be subject to the dispute resolution procedures in clause 47. Charger must give RTX notice that it either accepts or disputes the satisfaction of the Farm-in Requirement within forty (40) Business Days of receiving the Joint Venture Notice. If Charger does not provide confirmation to RTX of such acceptance or dispute within the forty (40) Business Days of receiving the Joint Venture Notice, Charger will be deemed to have accepted the satisfaction of the Farm-in Requirement.</p> <p>d) RTX agrees to continue to sole fund the Exploration Expenditure during any dispute process and or until the Joint Venture Formation Date.</p> <p>e) On the first to occur of the date that Charger confirms acceptance (expressly or deemed in accordance with clause 23(c)) of the satisfaction of the Farm-in Requirement or the date of resolution of a dispute regarding the Farm-in Requirement in accordance with clause 23(c) confirming that it has been satisfied (being the Joint Venture Formation Date):</p> <p>i) RTX will be deemed to have acquired from Charger the Farm-in Interest, free from all encumbrances other than the conditions of grant of tenure, the LIT Agreement, Lefroy Agreement, the Ngadju Heritage Agreement, the Marlinsky Ghoorlie Agreement, the LIT Buyback Agreement and the Gianni Agreement; and</p> <p>ii) Charger will hold the Farm-in Interest on trust for the benefit of RTX until that interest is transferred to RTX.</p>

		<p>f) On and from the Joint Venture Formation Date, the Joint Venture will be formed pursuant to clause 30.</p> <p>g) The amount, if any, by which the total Exploration Expenditure incurred and sole funded by RTX prior to the Joint Venture Formation Date exceeds the Exploration Expenditure incurred up to the point that the Farm-in Requirement is satisfied will be carried over and counted towards the expenditure of the Joint Venture and included in the Joint Venture budget for the initial twelve (12) months (subject to a cap of \$1,000,000), with appropriate balancing up entries between the Parties' cash calls if required.</p> <p>h) If RTX has made a Sole Fund Election in accordance with clause 23(a), within twenty (20) Business Days of the Joint Venture Formation Date (or such other date that the Parties agree):</p> <p>i) Subject to who the registered holder of the relevant Tenements is at such time, Charger must deliver to RTX:</p> <p>A) Transfer Forms signed by Charger or the relevant Other Holder as relevant (but unstamped) for the transfer of a 51% legal interest in the Charger Tenements to RTX; and</p> <p>B) If relevant, Transfer Forms signed by Charger and the relevant Other Holder (but unstamped) for the transfer of a 49% legal interest in the Charger Tenements to Charger; and</p> <p>ii) Charger and RTX will sign a Form 32 security in respect of the Charger Tenements which provides that RTX will be liable for 51% of that security and Charger will be liable for 49% of the security, with the liability under such security being several, not joint and several.</p> <p>i) If RTX has not made a Sole Fund Election in accordance with clause 23(a), within twenty (20) Business Days of the Joint Venture Formation Date (or such other date that the Parties agree):</p> <p>i) Subject to who the registered holder of the relevant Tenements is at such time, Charger must deliver to RTX:</p> <p>C) Transfer Forms signed by Charger or the relevant Other Holder as relevant (but unstamped) for the transfer of a 49% legal interest in the Charger Tenements to RTX; and</p> <p>D) If relevant, Transfer Forms signed by Charger and the relevant Other Holder (but unstamped) for the transfer of a 51% legal interest in the Charger Tenements to Charger</p> <p>ii) Charger and RTX will sign a Form 32 security in respect of the Charger Tenements which provides that RTX will be liable for 49% of that security and Charger will be liable for 51% of the security, with the liability under such security being several, not joint and several.</p> <p>j) As soon as practicable after the Joint Venture Formation Date:</p> <p>i) RTX must attend to Stamping of the Transfer Forms and lodge them for consent and registration under the Mining Act; and</p> <p>ii) RTX and Charger will take actions as necessary, including entering into deeds if required, to transfer (or assign), to the extent of RTX's Joint Venture interest, the rights and obligations of Charger under any Third Party Agreements in relation to the Tenement Interests (unless other arrangements are agreed between the Parties, including but not limited to the arrangement agreed in clause 23(k) below). To the extent possible, any obligations and associated liabilities under the Third Party Agreements will be several, not joint and several.</p> <p>k) For the purposes of clause 23 (j)(ii), the Parties agree that RTX will assume, to the extent of its Joint Venture interest, responsibility for the royalties payable under the Gianni Agreement (in respect of E 63/1883) and the LIT Agreement (in respect of E63/1722, E63/1723, E63/1777 and</p>
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		E63/1809) and, for the avoidance of doubt, as soon as practicable after the Joint Venture Formation Date, the Parties will take actions as necessary, including entering into deeds if required, to transfer (or assign), to the extent of RTX's Joint Venture interest, the obligations of Charger for such royalties.
24.	Charger Obligations	<p>a) Charger shall do all things as reasonably necessary and within its power to ensure that RTX (or any of its Related Bodies Corporate) is able to carry out the actions and activities contemplated by this Term Sheet.</p> <p>b) Charger shall do all things as reasonably necessary and within its power to give full effect to RTX's Farm-in Right in accordance with clause 15.</p> <p>c) During the Farm-in Period while Charger is acting as Operator, Charger will do all things reasonably necessary to carry out exploration in accordance with an Approved Programme.</p> <p>d) Charger will retain responsibility for all environmental and other liabilities relating to the Tenement Interests as a result of the conduct or inaction of Charger or its Representatives prior to the Effective Date (Prior Liabilities) and indemnifies RTX and its Representatives from any and all loss or damage suffered or incurred by them arising out of, or in connection with, the Prior Liabilities but subject always to clause 36(e).</p> <p>e) During the Farm-in Period while Charger is acting as Operator, Charger indemnifies RTX and its Representatives from any and all loss (including by way of penalty) or damage suffered or incurred by RTX and its Representatives arising out of, or in connection with, the conduct or inaction of Charger as Operator but subject always to clause 36(e).</p>
25.	RTX Obligations	<p>a) During the Farm-in Period, other than when Charger is acting as Operator, RTX must keep Charger reasonably informed of Tenement Matters.</p> <p>b) At a minimum and other than when Charger is the Operator:</p> <ol style="list-style-type: none"> RTX must within fifteen (15) Business Days of the end of each calendar quarter within the Farm-in Period, provide to Charger a written report summarising RTX's exploration activities within the Tenement Interests for that quarter, the Exploration Expenditure it has incurred, the results obtained, Tenement Matters that arose during the quarter and the proposed activities for the subsequent quarter; RTX must within fifteen (30) Business Days of the end of each calendar quarter within the Farm-in Period meet with Charger to discuss RTX's exploration activities within the Tenement Interests for that quarter, the Exploration Expenditure it has incurred, the results obtained, Tenement Matters that arose during the quarter and the proposed activities for the subsequent quarter; <p>c) During the Farm-in Period, other than when Charger is acting as Operator, prior to 1 March each year, RTX will provide to Charger its proposed exploration programme and indicative budget for the upcoming year (or part thereof) ending 31 March (RTX Operatorship Field Year), including details of any proposed drilling activities and proposed geophysical or geochemical surveys. RTX and Charger will then meet within ten (10) Business Days of the provision of such proposed programme to allow Charger to comment on the proposed exploration activities to take place. RTX must then finalise the programme and budget in consultation with Charger and provide a copy to Charger, which will be the RTX Operatorship Programme for that RTX Operatorship Field Year.</p> <p>d) The RTX Operatorship Programmes must be sufficient to meet any minimum expenditure commitments under the Charger Tenement conditions, subject to any exemptions that may be sought and obtained, and thereby keep the Charger Tenement Interests in good standing.</p>

		<p>e) An RTX Operatorship Programme may be amended from time to time by RTX providing at least twenty (20) Business Days' notice to Charger in respect of any material amendments, and seeking and considering, acting reasonably, input and comments from Charger in relation to such amendment, including considering the obligations set out in clause 25(f).</p> <p>f) RTX will carry out an RTX Operatorship Programme in accordance with the terms of this Term Sheet, accepted mining and exploration methods and practices, the Mining Act, the conditions of the Tenement Interests (including lodgement of statutory reports at least 10 days before their due date), the terms of any Third Party Agreements, and all other applicable laws in respect of its activities on the Tenement Interests.</p> <p>g) RTX will retain responsibility for all environmental and other liabilities relating to the Tenement Interests as a result of the conduct or inaction of RTX or its Representatives after the Effective Date and prior to the Joint Venture Formation Date (Post Liabilities) and indemnifies Charger and its Representatives from any and all loss or damage suffered or incurred by them arising out of, or in connection with, the Post Liabilities but subject always to clause 36(e).</p> <p>h) During the Farm-in Period while RTX is acting as Operator, RTX indemnifies Charger and its Representatives from any and all loss (including by way of penalty) or damage suffered or incurred by Charger and its Representatives arising out of, or in connection with, the conduct or inaction of RTX as Operator but subject always to clause 36(e).</p> <p>i) Notwithstanding the provisions set out in this clause 25, the Parties will at all times consult in good faith in relation to the Operator arrangements of RTX during the Farm-in Period and will seek to agree pragmatic approaches to advancing the exploration of the Tenements and to address any matters not specifically covered, or not well covered, by these provisions.</p>
26.	Mining Data	<p>a) Charger grants to RTX and its Related Bodies Corporate a licence to use the Charger Mining Data during the Farm-in Period in connection with the exploration and other activities contemplated by this Term Sheet.</p> <p>b) Charger must deliver to RTX copies of all Charger Mining Data prior to, or as soon as practicable after, the Execution Date.</p> <p>c) RTX Mining Data means all Mining Data created or generated by RTX after the Execution Date.</p> <p>d) From the Joint Venture Formation Date, the Charger Mining Data and the RTX Mining Data will both form part of the assets of the Joint Venture formed pursuant to clause 30.</p> <p>e) On and from the Execution Date, RTX grants a licence to Charger to use RTX Mining Data for any purpose and agrees to make RTX Mining Data available to Charger upon request.</p> <p>f) If this Term Sheet is terminated in accordance with clause 29 or otherwise during the Farm-in Period such that RTX no longer has any Farm-in Right or interest in the Tenement Interests:</p> <ol style="list-style-type: none"> RTX assigns all right, title and interest in the RTX Mining Data to Charger on and from the Termination Date and will deliver the Mining Data to Charger as soon as practicable after that date in an electronically readable and reproducible form, as directed by Charger; Charger grants to RTX and its Related Bodies Corporate a perpetual, royalty free, irrevocable and transferable licence to retain a copy of and use the RTX Mining Data and the Charger Mining Data for their internal business purposes without restrictions or further obligations; and to the extent RTX was the Operator during the Farm-in Period, RTX shall also be entitled to retain a selection of sample material consisting of: (1) representative core and other drilling samples to produce a skeleton log of each hole drilled; and (2) a sample pulp and 200g bulk (or coarse crush) split of each sample collected (including core, RC, soil, stream etc.), for use by it or its Related Bodies Corporate for their internal purposes without restrictions or further

		<p>obligations as long as this does not prevent Charger from complying with requirements to submit samples or core to the Department under the conditions for the Tenements.</p> <p>g) Each Party (and its Related Bodies Corporate) has an unrestricted right to use the Mining Data in its possession for any purpose and engage in all activities, not limited to prospecting, exploration and mining for minerals outside of the Tenements (whether or not in competition with the other Party) without consulting the other Party and without being obliged to procure for the other Party to participate and without accounting to the other Party for any proceeds of those activities.</p> <p>h) The principles in relation to Mining Data usage as set out in clauses 26(f) and 26(g) shall also apply, as relevant, after the Joint Venture Formation Date and upon any exit of RTX from the Joint Venture.</p>
27.	Tenement Management	<p>a) During the Farm-in Period, whichever Party is acting as Operator will also be responsible for:</p> <ul style="list-style-type: none"> i) maintaining the Charger Tenements in good standing, which for clarity may include seeking statutory expenditure exemptions where there is a basis to do so; ii) complying with any obligations attached to the Contractual Lithium Rights pursuant to the Lefroy Agreement and otherwise complying with the Third Party Agreements; iii) complying with all relevant laws and conditions for the Tenement Interests; iv) paying all rents, assessments and other outgoings in respect of the Charger Tenements; and v) management of the Charger Tenements (including any relinquishments or renewals required). <p>(together, Tenement Management)</p> <p>save that, the Parties will assist each other in good faith in relation to Tenement Management, provide copies of any material tenement correspondence to the other Party and whilst Charger is acting as Operator, its Tenement Management obligation is subject to RTX meeting its obligations under clause 17.</p> <p>b) During the Farm-in Period, Charger must not assign, transfer, dispose of, encumber (other than by the conditions of grant of tenure, the LIT Agreement, the Lefroy Agreement, the Ngadju Heritage Agreement, the Marlinyu Ghoorlie Agreement, the LIT Buyback Agreement and the Gianni Agreement), relinquish or surrender (other than as permitted or contemplated by this Term Sheet) the whole or any part of its interests in the Tenement Interests except with the prior written approval from RTX or under clause 38.</p> <p>c) During the Farm-in Period, the Parties will in good faith use their best endeavours to agree to any required relinquishments or surrenders of Tenement Interests areas required to meet statutory obligations, with RTX having the final decision on the areas to be relinquished if the Parties cannot otherwise agree but subject always to the rights of Hampton Metals under the Lefroy Agreement.</p> <p>d) During the Farm-in Period, at any time whilst RTX is acting as Operator, any site visit to the Tenements by Charger or any of their Representatives will require prior written approval by RTX (not to be unreasonably withheld) and must be conducted in accordance with the Rio Tinto Policies.</p>
28.	Power of Attorney	<p>a) If during the Farm-in Period RTX assumes the role of Operator, Charger will in good faith consider, if requested by RTX, agreeing to execute and deliver a power of attorney (or other instrument of authority in such form as reasonably requested by RTX) providing appropriate authority to RTX to do all acts and execute all documents during the Farm-in Period when RTX</p>

		<p>is acting as Operator (and up until any transfer of the Farm-in Interest under clause 23 has been completed) as may be necessary or desirable to:</p> <ul style="list-style-type: none"> i) obtain Land Access pursuant to clause 13; ii) undertake Tenement Management pursuant to clause 27; and iii) carry out the exploration activities contemplated under this Term Sheet. <p>If during the Farm-in Period RTX assumes the role of Operator and requests, Charger will also in good faith consider agreeing to change the registered address for all Charger Tenement correspondence with the Department to RTX's address for the purposes of Tenement Management during the Farm-in Period. If such address change is made, RTX agrees to forward a copy of all material Charger Tenement correspondence received through to Charger promptly upon request by Charger.</p>
29.	Termination Right	<ul style="list-style-type: none"> a) Notwithstanding any other provision of this Term Sheet, RTX may terminate this Term Sheet during the Farm-in Period by giving ten (10) Business Days' prior written notice to Charger: <ul style="list-style-type: none"> i) if RTX has met the Minimum Commitment during the Minimum Commitment Period; or ii) if Charger is in material breach of its obligations under this Term Sheet and such breach is not remedied within twenty (20) Business Days of the receipt by Charger of RTX's notice to remedy or the breach is incapable of remedy. b) Notwithstanding any other provision of this Term Sheet, Charger may terminate this Term Sheet during the Farm-in Period by giving ten (10) Business Days' prior written notice to RTX if RTX is in material breach of its obligations under this Term Sheet and such breach is not remedied within twenty (20) Business Days of the receipt by RTX of Charger's notice to remedy or the breach is incapable of remedy. c) The effective date of termination (i.e. after the notice period) is the Termination Date. d) On and from the Termination Date, RTX and Charger will cease to have any rights, interest, obligations or liabilities in respect of this Term Sheet, other than for any breach prior to the Termination Date or any liabilities which accrued prior to the Termination Date and which remain undischarged at the Termination Date and except in respect of any clauses that this Term Sheet expressly states will survive termination. e) As soon as practicable after the Termination Date, RTX will: <ul style="list-style-type: none"> i) deliver copies of any RTX Mining Data to Charger; ii) fund any environmental and rehabilitation obligations under the Mining Act in relation to its exploration activities on the Tenement Interests; iii) except where otherwise agreed between the Parties, meet any outstanding obligations under any Third Party Agreement that accrued during the Farm-in Period in respect of RTX's activities; and iv) remove all caveats lodged by RTX over the Tenement Interests.
Joint Venture Arrangements		
30.	Formation of Joint Venture	<ul style="list-style-type: none"> a) With effect from the Joint Venture Formation Date, the Parties will form an unincorporated joint venture for the further exploration and evaluation of the Tenement Interests (including any feasibility studies on future mine development) (the Joint Venture), with participating/Joint Venture interests as follows: <ul style="list-style-type: none"> i) if RTX has made a Sole Fund Election in accordance with clause 23(a): <ul style="list-style-type: none"> A) RTX: 51%

		<p>B) Charger: 49%; or</p> <p>ii) if RTX has not made a Sole Fund Election in accordance with clause 23(a), unless otherwise agreed between the Parties in writing:</p> <p>A) RTX: 49%</p> <p>B) Charger: 51%.</p> <p>b) The Parties agree to in good faith negotiate a full form Joint Venture Agreement and a full form Royalty Deed, which will govern the activities and management of the Joint Venture and the payment of the Royalty (as defined in clause 33(f) below), with a view to executing the Joint Venture Agreement and Royalty Deed prior to the Joint Venture Formation Date (and in any event as soon as possible after the Joint Venture Formation Date). RTX will prepare a first draft of such documents which will, in addition to embodying the key Joint Venture and Royalty terms as set out in this Term Sheet, include provisions typical of joint ventures and royalties of the nature contemplated by this Term Sheet, and for the avoidance of doubt, the Energy & Resources Law Association's standard form joint venture agreement, deed of cross security and royalty deed shall be considered to contain such typical provisions except where in conflict with the provisions otherwise set out in this Term Sheet.</p> <p>c) If the Joint Venture Agreement and Royalty Deed are not executed prior to the Joint Venture Formation Date, the terms set out in this Term Sheet will govern the activities and management of the Joint Venture, and if necessary, the payment of the Royalty, until such time as the Joint Venture Agreement and Royalty Deed are in place.</p>
31.	Joint Venture Manager	<p>a) Either Party will be the operator / manager of the Joint Venture (the JV Manager) whilst it is sole funding Joint Venture expenditure. If both Parties are contributing to Joint Venture expenditure, the Party which holds a majority interest in the Joint Venture will be the JV Manager.</p> <p>b) If a Party relinquishes being the JV Manager as required pursuant to clause 31(a), then that Party will advise the other Party as soon as practicable and will deliver copies of the Mining Data to the other Party.</p> <p>c) The JV Manager will be entitled to include as Joint Venture expenditure, in accordance with the principles set out in clause 14(d), a management fee for indirect administration and support services, comprising managerial, administrative, secretarial, legal, accounting, insurance and personnel services that are attributable to the Joint Venture, equivalent to a maximum of 10% of total Exploration Expenditure in any relevant period.</p> <p>d) The JV Manager must act in good faith in all its dealings, as JV Manager, with each Party.</p> <p>e) The JV Manager must carry out an Approved Programme in accordance with expenditure plans and budgets approved by the Joint Venture, the terms of this Term Sheet, accepted mining and exploration methods and practices, the Mining Act, the conditions of the Tenement Interests (including lodgement of statutory reports at least 10 days before their due date), the terms of any Third Party Agreements, and all other applicable laws in respect of its activities on the Tenement Interests.</p>
32.	Key Joint Venture Terms	<p>a) Each Party will have voting rights under the Joint Venture proportionate to their participating interest at any given time.</p> <p>b) Decisions of the Joint Venture will be made by simple majority vote, other than decisions regarding:</p> <p>i) Tenement surrender or relinquishment, save that such approval may not be withheld if the surrender or relinquishment is required to meet statutory obligations, for minor boundary adjustments or for the purposes of applying for a new tenement as may be required under the Mining Act and/or an approved Decision to Mine pursuant to clause 35;</p>

		<p>ii) termination of the Joint Venture other than in accordance with this Term Sheet;</p> <p>iii) acquisition or disposal of any item of Joint Venture property with a value in excess of \$250,000 and which is material to the operation of the Joint Venture;</p> <p>iv) approval of annual expenditure plans and budgets (except where a Party is sole funding Joint Venture expenditure and that Party is the JV Manager) and approval of any variation of 10% or more to an annual expenditure plan and budget previously approved by the Joint Venture, other than where the variation is as a result of Emergency expenditure;</p> <p>v) variation of the JV Manager's fee;</p> <p>vi) the commencement of litigation or other proceedings by the JV Manager on behalf of or in respect of the Joint Venture for an amount in excess of \$250,000;</p> <p>vii) approval of entry into any agreement by the JV Manager on behalf of or in respect of the Joint Venture where the agreement is to be entered with the JV Manager or any Related Body Corporate of the JV Manager which is not on arm's length commercial terms, or</p> <p>viii) whilst RTX holds a majority participating interest in the Joint Venture and subject to the provisions of clause 35, a Decision to Mine,</p> <p>which will require unanimous approval.</p> <p>c) Each Party will contribute to Joint Venture expenditure, will own Joint Venture assets and be responsible for Joint Venture liabilities in proportion to their participating interest, except as otherwise specified in this Term Sheet (such as during the Sole Fund Period).</p> <p>d) A Party may only sell or assign its legal and equitable interest in the Assets and Joint Venture subject to the principles set out in clause 38.</p> <p>e) The Joint Venture participants will in good faith seek to agree any required relinquishments or surrenders of Tenement Interests areas required to be meet statutory obligations, with such areas to be relinquished to be decided by simple majority vote if the Parties cannot otherwise agree.</p> <p>f) Each Party owns and must take their share of Mineral product separately in kind provided that the Parties' respective share of Mineral product are reduced pro rata by the offtake or marketing rights of LIT under the LIT Buyout Agreement (LIT Offtake Rights) which such LIT Offtake Rights shall take precedence over the Parties respective rights under the Joint Venture.</p> <p>g) Each Party (or its Related Bodies Corporate) has the right to act as the marketing and sales agent in respect of its share of any Mineral product provided that:</p> <p>i) the Parties' respective share of Mineral product is reduced pro rata by the LIT Offtake Rights which such LIT Offtake Rights shall take precedence over the Parties respective rights under the Joint Venture;</p> <p>ii) the Parties cooperate with each other in relation to any proposed marketing arrangements; and</p> <p>iii) whilst RTX holds a majority participating interest in the Joint Venture, RTX (or its nominee) is granted a right of first refusal in respect of any marketing and/or offtake rights proposed to be assigned by Charger to a third party (which, for the avoidance of doubt, excludes the LIT Offtake Rights). To exercise such right of first refusal, RTX must match the terms provided by the third party under the proposed assignment (including in relation to any linked funding arrangements from the third party).</p>
33.	Budget and Dilution	<p>a) After the Joint Venture Formation Date, the JV Manager will prepare an expenditure plan and budget in respect of each calendar year and distribute this to each party at least forty (40) Business Days ahead of the commencement of the relevant calendar year for review by each Party and approval by the Joint Venture. If the Joint Venture does not approve the expenditure</p>

		<p>plan and budget, a holding budget that maintains the Tenements in good standing and under which annual expenditure is no higher than the previous calendar year's annual expenditure plan and budget will be put in place by the JV Manager, which Parties must contribute to in accordance with their participating interests, until such time as the Parties agree a replacement annual expenditure plan and budget. The Parties must act reasonably and in good faith in relation to the agreement of the expenditure plan and budget. Any proposed material change to an existing approved expenditure plan and budget shall also be distributed by the JV Manager to each party at least twenty (20) Business Days ahead of any Joint Venture meeting to approve it.</p> <p>b) Other than in relation to the Sole Fund Period, Parties will have at least thirty (30) Business Days after approval of an expenditure plan and budget to elect whether it wishes to contribute to such expenditure in accordance with its participating interest. If both Parties elect not to contribute, a minimum holding budget that maintains the Tenements in good standing will be put in place by the JV Manager, which Parties must contribute to in accordance with their participating interests, until such time as the Parties agree a way forward for the Joint Venture.</p> <p>c) The JV Manager will issue cash calls not less frequently than once per three (3) calendar months or more frequently that once per calendar month.</p> <p>d) Other than during the Sole Fund Period, dilution of a Party's participating interest in the event of not contributing to Joint Venture expenditure in accordance with its participating interest will be calculated in accordance with a typical industry standard dilution formula with a diluted participating interest calculated based on that Parties' actual plus deemed expenditure divided by total actual plus deemed expenditure and with deemed expenditure based on total expenditure to date (being taken as Aggregate Cash Payments plus Farm-in Spend plus Joint Venture expenditure).</p> <p>e) For clarity, for dilution calculation purposes, at the end of the Farm-in Period the deemed expenditure of Charger will be 49% / 51% multiplied by the aggregate of the Aggregate Cash Payments and the Farm-in Spend (which, for example, would be A\$11,049,020 if the Aggregate Cash Payments is A\$1,500,000 and the Farm-in Spend is A\$10,000,000)) with total expenditure (deemed plus actual) being calculated by dividing by 0.51 the aggregate of the Aggregate Cash Payments and the Farm-in Spend (which, for example would be A\$22,549,020 if the Aggregate Cash Payments is A\$1,500,000 and the Farm-in Spend is A\$10,000,000). Similarly, at the end of the Sole Fund Period (under clause 34 below) the deemed expenditure of Charger will be calculated as (Aggregate Cash Payments plus Farm-in Spend plus Sole Fund Amount) x (25%/75%).</p> <p>f) In the event that RTX does not make the Sole Fund Election, at the end of the Farm-in Period the deemed expenditure of Charger will be 51% / 49% multiplied by the aggregate of the Aggregate Cash Payments and the Farm-in Spend (which, for example, would be A\$11,969,388 if the Aggregate Cash Payments is A\$1,500,000 and the Farm-in Spend is A\$10,000,000)) with total expenditure (deemed plus actual) being calculated by dividing by 0.49 the aggregate of the Aggregate Cash Payments and the Farm-in Spend (which, for example would be A\$23,469,388 if the Aggregate Cash Payments is A\$1,500,000 and the Farm-in Spend is A\$10,000,000).</p> <p>g) If the participating interest of the Party being diluted in the Joint Venture (the Diluting Party) is reduced to less than 10% (whether due to dilution or assignment) then, unless the Parties agree in good faith to a buyout of the Diluting Party's interest by the non-Diluting Party, the Diluting Party is deemed to have converted its participating interest (that is less than 10%) into a 1.25% GR Royalty payable on sale or disposal of Saleable Product derived from the Tenements from the date of first commercial production of Saleable Product from the Tenements to the date that is fifteen (15) years after the date of first commercial production of Saleable Products from the Tenements (the Royalty).</p>
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34.	Sole Fund Period	<p>a) If RTX makes the Sole Fund Election under clause 23(a) to earn an additional 24% Joint Venture interest in the Assets, RTX will sole fund the expenditure of the Joint Venture up until the earlier of:</p> <ul style="list-style-type: none"> i) the completion of a DFS in respect of one or more Mineral deposits in a defined area of the Tenements; or ii) incurring a total of A\$40m of Exploration Expenditure on the Tenement Interests since the Effective Date, <p>by the date that is six (6) years after the Joint Venture Formation Date (or as such period may be extended in accordance with clause 39 by reason of Force Majeure) (the Sole Fund Milestone).</p> <p>b) As soon as practicable after meeting the Sole Fund Milestone, RTX will provide a notice to that effect to Charger (Sole Fund Completion Notice) with the period from the Joint Venture Formation Date up to and including the date of meeting the Sole Fund Milestone being the Sole Fund Period.</p> <p>c) The Sole Fund Completion Notice must include, or be accompanied by:</p> <ul style="list-style-type: none"> i) a copy of the applicable DFS (if the Sole Fund Milestone is met under clause 34(a)(i)); and ii) a summary of the Joint Venture expenditure incurred during the Sole Fund Period (the Sole Fund Amount); and iii) a proposed exploration plan and budget for the next twelve (12) months (to the extent that such period is not already covered in an existing Joint Venture expenditure plan and budget approved by the Joint Venture). <p>d) If requested by Charger, with such request to be made within twenty (20) Business Days of Charger receiving the Sole Fund Completion Notice, RTX must, within ten (10) Business Days of receiving such request, provide Charger with further details on the applicable DFS and its Exploration Expenditure and satisfaction of the Sole Fund Milestone. Any dispute in relation to the applicable DFS or Exploration Expenditure incurred during the Sole Fund Period or the Sole Fund Milestone that is not able to be resolved between the Parties will be subject to the dispute resolution procedures in clause 47. Charger must give RTX notice that it either accepts or disputes the satisfaction of the Sole Fund Milestone within forty (40) Business Days of receiving the Sole Fund Completion Notice. If Charger does not provide confirmation to RTX of such acceptance or dispute within the forty (40) Business Days of receiving the Sole Fund Completion Notice, Charger will be deemed to have accepted the satisfaction of the Sole Fund Milestone.</p> <p>e) RTX agrees to continue to sole fund the Joint Venture expenditure during any dispute process under clause 34(d).</p> <p>f) On the first to occur of the date that Charger confirms acceptance (expressly or deemed in accordance with clause 34(d)) of the satisfaction of the Sole Fund Milestone or the date of resolution of a dispute regarding the Sole Fund Milestone in accordance with clause 34(d) confirming that it has been satisfied:</p> <ul style="list-style-type: none"> i) RTX will be deemed to have acquired from Charger a further 24% Joint Venture interest in the Assets, free from all encumbrances other than the conditions of grant of tenure, the LIT Agreement, the Lefroy Agreement, the Ngadju Heritage Agreement, the Marlinyu Ghoorlie Agreement, the LIT Buyback Agreement and the Gianni Agreement (i.e. such that RTX will then hold a 75% Joint Venture interest); and ii) Charger will hold RTX's further 24% Joint Venture interest in the Assets on trust for the benefit of RTX until that interest is transferred to RTX; and
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		<p>iii) the actions under clauses 23(h) and 23(j) (as applicable to the situation) will be taken by the Parties to effect the transfer of the further 24% Joint Venture interest to RTX.</p> <p>g) Any Joint Venture expenditure sole funded by RTX that is incurred after the Sole Fund Period with the written agreement of Charger (not to be unreasonably withheld) will be included as an adjustment spread evenly over the Parties' Joint Venture cash calls during the six (6) months following the Sole Fund Period.</p> <p>h) RTX may elect to cease sole funding Joint Venture expenditure at any time after making the Sole Fund Election under clause 23(a) but prior to meeting the Sole Fund Milestone by giving Charger at least six (6) months' written notice of such intended cessation (Sole Funding Cessation Notice) along with a proposed exploration plan and budget for the subsequent twelve (12) months after such cessation becomes effective. On the date RTX ceases sole funding Joint Venture expenditure (being, for the avoidance of doubt, 6 months after giving the Sole Funding Cessation Notice):</p> <ul style="list-style-type: none"> i) RTX will lose all right to elect to sole fund Joint Venture expenditure to earn the additional 24% Joint Venture interest; ii) Charger will be deemed to have acquired from RTX for nil consideration an additional 2% Joint Venture interest in the Assets, free from all encumbrances other than the conditions of grant of tenure, the LIT Agreement, the Lefroy Agreement, the Ngadju Heritage Agreement, the Marlinyu Ghoorlie Agreement, the LIT Buyback Agreement and the Gianni Agreement (i.e. such that Charger will then hold a 51% Joint Venture interest); and iii) RTX will hold Charger's additional 2% Joint Venture interest in the Assets on trust for the benefit of Charger until that 2% Joint Venture interest is transferred to Charger; and iv) the actions under clauses 23(h) and 23(j) (as applicable to the situation) will be taken by the Parties to effect the transfer of the additional 2% Joint Venture interest to Charger; and v) for the avoidance of doubt, RTX's Joint Venture interest will thereafter be 49% for dilution calculation purposes and Charger's expenditure at that point will be deemed as (Aggregate Cash Payments plus Farm-in Spend plus RTX sole funded Joint Venture expenditure) x 51% / 49%. <p>i) If RTX fails to meet the Sole Fund Milestone RTX will be deemed to have given Charger a Sole Funding Cessation Notice.</p>
35.	Decision to Mine	<p>a) After provision to the Parties of a DFS in respect of one or more Mineral deposits in a defined area of the Tenements (the Mining Area), the Joint Venture may make a Decision to Mine in respect of such development in accordance with clause 32(b) (as impacted by the operation of clause 35(d)).</p> <p>b) The DFS must be provided to the Parties by the Manager at least ninety (90) days ahead of the Joint Venture meeting to consider the Decision to Mine resolution. The Manager must also use reasonable endeavours to provide an earlier draft (or drafts) of the DFS, in particular the key project parameters on which it is based, and keep the Parties updated as to the expected timing for delivery of a DFS.</p> <p>c) Whilst it holds a majority participating interest in the Joint Venture, at least ninety (90) days ahead of the Joint Venture meeting to consider a Decision to Mine resolution, RTX may give Charger a proposal to fund Charger's contribution to development and mining of the Mining Area (RTX Funding Proposal) and/or a proposal to acquire Charger's Joint Venture interest in respect of the Mining Area (RTX Buyout Proposal). For the purposes of clause 35(d), the RTX Funding Proposal may be considered to be on reasonable commercial terms if it includes a mix of debt and equity components as appropriate to the proposed development, and may include</p>

		<p>a proposed reduction in Charger's Joint Venture interest in respect of the Mining Area in lieu of an equity component or other typical funding requirements.</p> <p>d) Charger may only vote against a Decision to Mine resolution if it has:</p> <ul style="list-style-type: none"> i) used its reasonable commercial endeavours to obtain a binding commitment for financing of its contribution to development and mining of the Mining Area (in accordance with the DFS) including, provided that the RTX Funding Proposal is on reasonable commercial terms, by negotiating in good faith any RTX Funding Proposal with RTX; and ii) failed to obtain a binding commitment for financing its contribution to development and mining of the Relevant Area. <p>e) If Charger elects to accept an RTX Buyout Proposal or alternative terms for sale of its Joint Venture interest in respect of the Mining Area to RTX or to a third party (who may elect to contribute to the mining joint venture), subject to the pre-emptive rights of the majority Party pursuant to clause 38, then Charger may vote in favour of a Decision to Mine, with such approval conditional on the completion of such sale transaction.</p> <p>f) After a Decision to Mine has been made, a Party with a minority Joint Venture interest (Minority JV Party) must make an election whether to:</p> <ul style="list-style-type: none"> i) contribute to development and mining and form a new mining joint venture that covers the Mining Area; ii) not contribute and instead convert its Joint Venture interest in respect of the Mining Area to the Royalty; or iii) negotiate a sale of its Joint Venture interest in respect of the Mining Area to the majority Party or to a third party (who may elect to contribute to the mining joint venture), subject to the pre-emptive rights of the majority Party pursuant to clause 38 (if such sale hasn't been done ahead of the Decision to Mine), <p>and, if the Minority JV Party fails to make an election by giving notice of such election, within one hundred and ninety (90) days of the Decision to Mine, to the Party with a majority Joint Venture interest then the Minority JV Party will be deemed to have converted its Joint Venture interest in respect of the Mining Area to the Royalty.</p> <p>g) In the event of a Decision to Mine to which the Minority JV Party has elected to contribute:</p> <ul style="list-style-type: none"> i) both Parties shall negotiate in good faith a formal mining joint venture agreement that deals with developing and mining the Mining Area; ii) both parties will contribute at all times to the expenses of such mining joint venture in accordance with their respective Joint Venture interests at the time of formation and the dilution provisions as set out in this Term Sheet in relation to the exploration Joint Venture will not apply; and iii) the mining joint venture agreement will include provisions typical of mining joint ventures of the nature contemplated by this Term Sheet, and for the avoidance of doubt, the Energy and Resource Law Association's standard form mining joint venture agreement shall be considered to contain such typical provisions except where in conflict with the provisions otherwise set out in this Term Sheet. <p>h) After a Decision to Mine, any mining lease(s) or other mining tenement in respect of the Mining Area, shall be excluded from the exploration Joint Venture in respect of the Tenements.</p>
Miscellaneous		
36.	Warranties and No Liability for	<p>a) As at the Execution Date, each Party warrants to the other and for the benefit of the other that:</p>

	<p>Consequential Loss under Agreement</p>	<p>i) it has the power and capacity to enter into and perform its obligations under this Term Sheet;</p> <p>ii) its execution, delivery and performance of this Term Sheet complies with its constitution and does not constitute a breach of any law or obligation, or cause a default under any agreement by which it is bound; and</p> <p>iii) it has not, and agrees that it will not, in relation to the Tenement Interests or this Term Sheet, make payment or transfer anything of value, directly or indirectly to any Government Official or to any person or entity if such payments or transfers would violate any law.</p> <p>b) Charger warrants to RTX that as at the Execution Date:</p> <p>i) It:</p> <p>A) holds a 70% beneficial interest in Exploration Licence E 63/1809 pursuant to the LIT Agreement;</p> <p>B) holds a 70% legal and beneficial interest in the Contractual Lithium Rights on the Hampton Tenements pursuant to the Lefroy Agreement;</p> <p>C) is the sole beneficial holder of Exploration Licence E63/1883 pursuant to the Gianni Agreement; and</p> <p>D) it is the sole beneficial holder of Exploration Licence E63/1903 pursuant to the LIT Agreement</p> <p>and, subject to satisfaction of the Farm-in Conditions, has full right, power and authority to sell, assign and transfer an interest in the Assets to RTX as contemplated by this Term Sheet;</p> <p>ii) to the best of its knowledge, there are no land compensation issues or disputes in connection with the Tenements other than those disclosed to RTX in writing prior to the Execution Date;</p> <p>iii) it has disclosed to RTX all Third Party Agreements;</p> <p>iv) the Assets are not subject to any encumbrances whatsoever other than the conditions of grant of tenure, the LIT Agreement, the Lefroy Agreement, the Ngadju Heritage Agreement, the Marlinyu Ghoorlie Agreement, the LIT Buyback Agreement and the Gianni Agreement;</p> <p>v) it is not aware of any litigation or proceeding of any nature concerning the Assets, or pending or threatened against it regarding the Assets; and</p> <p>vi) to the best of its knowledge, the Tenement Interests are in full force and effect and in good standing and not liable to cancellation or forfeiture for any reason and it is not in breach or contravention of any of the terms and conditions upon which the Tenement Interests were granted or of any other rule, regulation or provision of the Mining Act or any other statute concerning, affecting or relating to the Tenement Interests which will or are likely to have a material adverse effect on the Tenement Interests.</p> <p>c) Subject always to clause 36(e), Charger indemnifies RTX (and its Related Bodies Corporate) against, and must pay RTX an amount equal to, any losses, damages, costs, charges and expenses (including taxes and duties) suffered or incurred by RTX in connection with a breach of any representation or warranty in this clause 36 of this Term Sheet (Indemnified Loss) provided that:</p> <p>i) RTX is under a duty to mitigate any Indemnified Loss so claimed;</p> <p>ii) Charger's maximum aggregate liability for Indemnified Losses will not be greater than an amount equal to the Aggregate Cash Payments;</p> <p>iii) Charger will not be liable for any Indemnified Loss to the extent the fact, matter of circumstance giving rise to such Indemnified Loss was (A) disclosed by Charger or its</p>
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37.	Caveats and PPSA	<p>a) RTX may lodge caveats against the Tenement Interests as security to protect its interests under this Term Sheet subject to:</p> <p>i) in relation to Exploration Licences E63/1809 and E63/1903 upon Charger receiving any required consents from LIT under the LIT Agreement;</p> <p>ii) in relation to the Hampton Tenements upon Charger receiving any required consents from Hampton under the Lefroy Agreement; and</p> <p>iii) in relation to Exploration Licences E63/1883 upon Charger receiving any required consents from Gianni under the Gianni Agreement</p> <p>which such consents Charger must use its best endeavours to obtain.</p> <p>b) From the Joint Venture Formation Date, both Parties may lodge caveats against the Tenement Interests as security to protect its interests under this Term Sheet.</p> <p>c) Each Party (Consenting Party) consents to other Party (Lodging Party) lodging the caveats it is entitled to lodge under clauses 37(a) and 37(b) and the Consenting Party not take any steps to seek removal of any such caveats except where the Lodging Party is required to remove such caveats under this Term Sheet.</p> <p>d) A Party must take appropriate action, without undue delay, in relation to any caveat(s) it has lodged against the Tenement Interests to facilitate any transfer by the other Party of an interest in the Tenement Interests that is undertaken in accordance with the provisions of this Term Sheet.</p> <p>e) Each Party consents to the other perfecting any security interest it considers arises under or in connection with this Term Sheet by registration under the <i>Personal Property Securities Act 2009</i> (Cth) (PPSA).</p> <p>f) A Party must remove any caveat and PPSA security interests within twenty (20) Business Days of the date it no longer holds any interest in the Tenement Interests under this Term Sheet (including pursuant to the Joint Venture or the Royalty), whether due to withdrawal or termination.</p>
38.	Assignment and Pre-emptive Rights	<p>a) On and from the Execution Date, a Party may not assign or otherwise dispose of the whole or any part of its rights and interests under this Term Sheet or in the Assets except as permitted by this clause 38.</p>

		<p>b) A Party may assign its interests in this Term Sheet and the Assets to a Related Body Corporate (Related Body Corporate Assignee) at any time after the Effective Date provided that:</p> <ul style="list-style-type: none"> i) all necessary consents are obtained and all necessary assignments are executed in such form as agreed by the Parties (acting reasonably) in connection with any applicable Third Party Agreements; ii) the Related Body Corporate Assignee agrees to be bound by the terms of this Term Sheet by executing a deed of covenant in favour of the other Party on such terms agreed by the other Party (acting reasonably); and iii) the Party assigning its interests in the Term Sheet and the Assets enters into a deed of guarantee guaranteeing compliance by the Related Body Corporate Assignee of its assumed obligations under the Term Sheet, such guarantee to be on terms agreed by the other Party (acting reasonably). <p>c) In the event that a Party (the Disposing Party):</p> <ul style="list-style-type: none"> i) receives a bona-fide offer to purchase the whole or any part of its rights and interests under this Term Sheet, in the Assets or in the Joint Venture from a third party which it intends to accept; or ii) otherwise proposes to sell, transfer or assign all or part of its interest under this Term Sheet, in the Assets or in the Joint Venture to a third party, <p>(Proposed Sale) it shall give written notice to the other Party (the Continuing Party) of the Proposed Sale and make an offer to sell, transfer or assign the part of its rights and interests under this Term Sheet, in the Assets or in the Joint Venture the subject of the Proposed Sale to the Continuing Party on the same terms (provided that where consideration other than cash is payable under the Proposed Sale the offer must contain a cash equivalent to such non-cash consideration) as the Proposed Sale (Offer). The Offer must set out all the details of the Proposed Sale and attach a copy of all documents proposed to effect the Proposed Sale. The Continuing Party has the right for a period of forty (40) Business Days (Acceptance Period) to accept the Offer in full by giving notice of acceptance to the Disposing Party within the Acceptance Period. If the Continuing Party does not accept the Offer then, following the Acceptance Period, the Disposing Party is free within eighty (80) Business Days from the date of the Offer, and subject to compliance with clause 38(d), to proceed with the Proposed Sale provided that the terms of the Proposed Sale are no less favourable to the Disposing Party than the terms set out in the Offer. If the Continuing Party accepts the Offer then completion of the agreement between the Parties constituted by such acceptance must occur within twenty (20) Business Days of such acceptance of the Offer.</p> <p>d) Notwithstanding any other term of this Term Sheet, neither Party may assign its or otherwise dispose of the whole or any part of its rights and interest under this Term Sheet or in the Assets to a third party without first obtaining the Continuing Party's consent, which shall not be unreasonably withheld, and provided that such third party must first agree to be bound by the terms of this Term Sheet by executing a deed of covenant in favour of the Continuing Party on such terms agreed by the Continuing Party (acting reasonably).</p> <p>e) Nothing in this Term Sheet (including this clause 38) restricts Charger from granting an encumbrance (Permitted Charger Encumbrance) over all or part of its interest under this Term Sheet, in the Assets or in the Joint Venture to a financier of any obligations of Charger under this Term Sheet (Charger Financier) if the Charger Financier enters into a deed of covenant with RTX on terms agreed by RTX (acting reasonably) by which the Charger Financier agrees, in the event of exercising its rights under the Permitted Charger Encumbrance, to observe, comply with and be bound by this Term Sheet to the extent of that exercise (and to procure that</p>
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		any receiver or other party appointed under the Permitted Charger Encumbrance observes and complies with this Term Sheet). For the avoidance of doubt, a Permitted Charger Encumbrance will not be a Proposed Sale for the purposes of clause 38(c).
39.	Force Majeure	If either Party is prevented from performing its obligations by an event of Force Majeure, then its obligations will be suspended until the Party is able to recommence the performance of its obligations and where applicable, the Minimum Commitment Period and/or the Farm-in Period shall be extended by the period equal to the period of any event of Force Majeure, provided that the Party promptly notifies the other Party in writing and takes all reasonable steps to reduce or negate the effects of the Force Majeure event and works (in conjunction with the other Party) to seek any necessary waivers under the Mining Act so as to keep the Tenements in good standing.
40.	Anticorruption	<p>Warranties</p> <p>a) Each Party represents and warrants to the other that it understands the Anticorruption Laws relevant to Australia and the Rio Tinto Policies and undertakes to use best efforts to comply with them in connection with the activities contemplated under this Term Sheet.</p> <p>No improper payments or benefits</p> <p>b) Neither Party shall, and each Party shall use best efforts to ensure that it shall not, in connection with the business or activities contemplated under this Term Sheet, make any payment (including facilitation payments) or transfer anything of value, directly or indirectly, or offer any financial or other advantage to any individual or entity (whether Government official or agent or otherwise) or take any other action if such payment, transfer, offer or action would violate the Anti-corruption Laws or the Rio Tinto Policies.</p> <p>c) Each Party shall immediately notify the other in writing if it becomes aware of a possible, or an alleged, breach of the Anti-corruption Laws or Rio Tinto Policies in connection with this Term Sheet or activities of the Joint Venture by its agents, affiliates or employees or the agents, affiliates or employees of the Joint Venture or by a party in relation to the Joint Venture. Such notification shall be in as much detail as possible and the Parties shall meet to discuss the appropriate next steps as soon as reasonably practicable after such notification.</p> <p>Governmental Authorities and officials</p> <p>d) Charger shall notify RTX promptly upon (to the knowledge of Charger) the direct or indirect acquisition of a stake of 5% or more in Charger by any person that is either (i) a Governmental Authority, (ii) a Government official or (ii) owned by or associated with a Governmental Authority or a Government official.</p> <p>Policies and Procedures</p> <p>e) Each Party shall use best efforts to ensure that the Joint Venture develops, implements, maintains and complies with procedures and policies that embody and reflect the Rio Tinto Policies, and that the Joint Venture complies with the Anticorruption Laws. Such procedures adopted by the Joint Venture shall include procedures regarding the appropriate vetting of third party contractors, compliance training and reporting requirements.</p> <p>Audit</p> <p>f) The Parties will establish an audit committee for the Joint Venture with the power to view books and records and prepare regular reports.</p> <p>Investigation</p> <p>g) If either Party has reasonable grounds for suspicion of a past or prospective breach by the other Party, the Joint Venture, or their respective contractors or agents, of the Anti-corruption Laws or Rio Tinto Policies in connection with the Term Sheet or the business and activities of the Joint</p>

		Venture, that Party (the <i>Alleging Party</i>) may give notice to the other Party (the <i>Responding Party</i>) requiring a full explanation of the position and making reasonable requests for copies of documents and access, for the purposes of interview by internal or external lawyers, to employees or agents of the Responding Party. The Responding Party shall continue to give such assistance and access to evidence as the Alleging Party may reasonably require.		
41.	Notices	<p>a) All notices under this Term Sheet must be in writing and delivered by hand, prepaid post, international courier or sent by email.</p> <p>b) Notice is deemed to be duly given:</p> <p>i) in the case of delivery by hand, when delivered;</p> <p>ii) in the case of delivery by post, five (5) Business Days after the date of posting in the same country as the sender or in the case of international delivery by courier, seven (7) Business Days after the date of posting; or</p> <p>iii) if sent by email, in accordance with section 14 of the <i>Electronic Transactions Act 2011</i> (WA), but if the result is that a notice would be deemed to be made either on a day which is not a Business Day in the place of the address or after 5.00pm on a Business Day in the place of address, it must instead be deemed to be given or made the following Business Day in the place of address.</p> <p>c) Addresses for notices, unless subsequently advised otherwise by the other Party:</p> <table><tr><td>Charger Unit 32, L3, 22 Railway Road Subiaco Western Australia 6008 Attention: Aidan Platel, Managing Director Email: aidan@chargermetals.com.au</td><td>RTX 37 Belmont Avenue Belmont, Western Australia 6104 Attention: Exploration Director Email: clat@riotinto.com</td></tr></table>	Charger Unit 32, L3, 22 Railway Road Subiaco Western Australia 6008 Attention: Aidan Platel, Managing Director Email: aidan@chargermetals.com.au	RTX 37 Belmont Avenue Belmont, Western Australia 6104 Attention: Exploration Director Email: clat@riotinto.com
Charger Unit 32, L3, 22 Railway Road Subiaco Western Australia 6008 Attention: Aidan Platel, Managing Director Email: aidan@chargermetals.com.au	RTX 37 Belmont Avenue Belmont, Western Australia 6104 Attention: Exploration Director Email: clat@riotinto.com			
42.	Confidentiality	<p>a) Subject to paragraph 42(b), the Parties agree to keep the subject matter and terms of this Term Sheet and all other information disclosed by the Parties to each other confidential.</p> <p>b) Both Parties undertake not to disclose the terms of this Term Sheet and all other information disclosed by the Parties to each other (<i>Confidential Information</i>) to third parties unless a Party has obtained prior written consent of the other Party, the disclosure is to a professional advisor, employee, consultant or director who has a need to know, the disclosure is to a Related Body Corporate or a bona fide prospective financier or assignee (who must agree or be under confidential obligations not to disclose the information to any other person or entity), the information is generally and publicly available other than as a result of a breach of confidence or the disclosure is required by law or the rules of a stock exchange.</p> <p>c) For clarity, in respect of any information pertaining to the Tenement Interests, the provisions of this Term Sheet supersede the provisions of the Confidentiality Agreement.</p> <p>d) 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>		
43.	Publicity	<p>a) Subject to clause 43(b), no Party shall make any public announcement in relation to the existence or content of this Term Sheet without the written approval of the other Party which shall not be unreasonably withheld.</p> <p>b) If an announcement in relation to this Term Sheet is required by law or the rules of a stock exchange, then prior to making any announcement, a Party must endeavour to provide the</p>		

		<p>proposed announcement to the other Party at least two (2) Business Day in advance of its intended release and endeavour to consult in good faith with the other Party as to the contents of the proposed announcement in advance of its intended release.</p> <p>c) If a Party intends to make a public announcement that contains an initial or updated estimate of any Exploration Target, Mineral Resources or Ore Reserves (as those terms are described in the JORC Code), it must endeavour to inform the other Party of such intention at least the (10) Business Days before the release of such announcement and endeavour to provide the other Party with the opportunity to review and discuss such estimate with the relevant competent person (as defined in the JORC Code) signing off on such estimate and must in good faith consider any amendments requested by the other Party prior to such public announcement being made.</p> <p>d) For the avoidance of doubt, nothing in this clause 42 will restrict a Party from making any public announcement that is required by law or the rules of a stock exchange.</p>
44.	GST	<p>a) For the purposes of this clause 44, the terms Supply, Taxable Supply, GST, Input Tax Credit and Tax Invoice have the meanings given to those terms under the GST Act.</p> <p>b) Unless otherwise expressly stated, all amounts payable under this Term Sheet are expressed to be exclusive of GST. If GST is payable on a Taxable Supply, the amount payable for that Taxable Supply will be the amount expressed in this Term Sheet plus GST.</p> <p>c) Without limiting clause 44(b), if an amount payable under this Term Sheet is calculated by reference to a liability incurred by a Party, then the liability must be reduced by the amount of any Input Tax Credit to which that Party is entitled in respect of that liability. A Party will be assumed to be entitled to a full Input Tax Credit unless it demonstrates that its entitlement is otherwise prior to the date on which payment must be made.</p> <p>d) A Party receiving a Taxable Supply (Recipient) is not required to pay an amount on account of GST under clause 44(b) to the Party making the Taxable Supply (Supplier) until the Supplier has provided the Recipient with a Tax Invoice in respect of that Taxable Supply.</p> <p>e) If the amount of GST paid by the Recipient under clause 44(b) differs from the amount of GST payable at law by the Supplier on the Taxable Supply, the amount paid by the Recipient to the Supplier will be adjusted accordingly.</p>
45.	Stamp Duty and Costs	<p>a) RTX will be responsible for all stamp duty payments and registration fees or costs imposed by any relevant Government Authority in relation to this Term Sheet and the earning or acquisition of any interest in the Assets or Joint Venture by RTX (or its Related Bodies Corporate) pursuant to this Term Sheet.</p> <p>b) Charger (or the relevant purchaser) will be responsible for any stamp duty payments and registration fees or costs imposed by any relevant Government Authority in relation to any sale or assignment of its interest in the Assets, the Joint Venture or under this Term Sheet to a party other than RTX and also in relation to the exercise of its first right of refusal under clause 38.</p> <p>c) Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Term Sheet, the full form Joint Venture Agreement and the Royalty Deed.</p> <p>d) No Party shall be responsible for taxes assessed on, or calculated on the basis of income, company, profits, turnover, or capital gain of another Party arising out of or relating to the formation of the Joint Venture or the transfer of Assets under this Term Sheet.</p>
46.	Governing Law and Jurisdiction	<p>This Term Sheet is governed by the laws of Western Australia, Australia. Each Party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Term Sheet.</p>

47.	Disputes	<p>a) In the event of any dispute, question or difference of opinion between the Parties arising out of or under this Term Sheet (Dispute), a Party may give the other Party a written notice (Dispute Notice) specifying the nature of the Dispute and requiring its resolution.</p> <p>b) If the Dispute is not resolved within five (5) Business Days after a Dispute Notice is given to the other Party, each Party must nominate one representative from its senior management to resolve the Dispute (each, a Dispute Representative).</p> <p>c) If the Dispute is not resolved within twenty (20) Business Days of the date the Dispute is referred to the respective Dispute Representatives, then either Party may, without prejudice to any other rights it may have, refer the matter for arbitration to be conducted by the Australian Institute of Mining and Metallurgy (AusIMM). The arbitration will be conducted in accordance with the following principles:</p> <ul style="list-style-type: none"> i) the arbitration will be conducted in Perth, Western Australia, unless otherwise agreed; ii) the arbitrator will be agreed between the Parties from a panel nominated by AusIMM, or failing agreement, appointed by the Secretary General of AusIMM; iii) the arbitrator will not be bound by the rules of evidence; iv) the Parties will be entitled to be represented by qualified legal practitioners; v) the costs of the arbitration will be determined by the arbitrator; and vi) the decision of the arbitrator will be final and binding on the Parties, except in the case of manifest error. <p>d) The Parties acknowledge and agree that unless this Term Sheet explicitly states otherwise, nothing in this clause 47 restricts a Party from commencing any other proceedings in respect of a Dispute.</p>
48.	Counterparts	<p>The Parties agree that this Term Sheet may be signed in counterpart, each of which shall be deemed an original and all of which counterparts shall constitute one and the same document. This Term Sheet shall become binding upon the receipt by both Parties of each other Party's executed counterpart by way of hardcopy originals and/or scanned emailed copies.</p>
49.	Survival	<p>Clauses 24(d), 24(e), 25(g), 25(h), 26(e), 26(f), 26(g), 29(d), 29(e), 37(f), 41, 42, 43, 44, 46, 47, this clause 49, 50 and 51 (to the extent applicable to any surviving clauses) survive termination or expiry of this Term Sheet and any other provision of the Term Sheet which contemplates performance or observance subsequent to any termination or expiry of the Term Sheet shall survive termination or expiry of this Term Sheet and continue in full force and effect.</p>
50.	Interpretation	<p>The following interpretation rules apply unless the context requires otherwise:</p> <ul style="list-style-type: none"> a) The singular includes the plural and conversely. b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning. c) A reference to an agreement or document (including a reference to this Term Sheet) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by the agreement or that other agreement or document. d) A reference to a Party to this Term Sheet or another agreement or document includes the Party's successors, permitted substitutes and assigns (and, where applicable, the Party's legal personal representatives). e) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

		<p>f) A reference to conduct includes an omission, statement and undertaking, whether or not in writing.</p> <p>g) A reference to a Tenement includes any grant, renewal, re-issuance, extension, modification, substitution, variation, amalgamation or subdivision of the Tenement.</p> <p>h) The meaning of general words is not limited by specific examples by including or for example or similar expressions.</p> <p>i) A reference to dollars and A\$ is to the lawful currency of Australia.</p> <p>j) Nothing in this Term Sheet is to be interpreted against a Party solely on the ground that the Party put forward this Term Sheet or any part of it.</p> <p>k) A reference to an interest in this Term Sheet is a reference to rights, titles, interests, claims, benefits and other property of whatever kind (intellectual, real or personal) acquired, created or held for use by or on behalf of the Parties for the purposes of this Term Sheet (including the Tenements and Mining Data).</p>
51.	Definitions	<p>The following terms have the meaning set out below unless the context indicates otherwise:</p> <p>Aggregate Cash Payments means the aggregate of the RTX First Payment, RTX Second Payment, RTX Third Payment and RTX Contingent Payment paid or required to be paid by RTX to Charger under this Term Sheet.</p> <p>Anticorruption Laws means all laws prohibiting bribery and corruption applicable to the Parties or (if applicable) the Joint Venture and/or its participants including but not limited to the U.K. Bribery Act, the U.S. Foreign Corrupt Practices Act and the Australian Criminal Code Amendment (Bribery of Foreign Public Officials) Act 1999.</p> <p>Approved Programme has the meaning given in clause 17(b).</p> <p>Approved Programme Call has the meaning given in clause 17(g).</p> <p>Assets has the meaning given in clause 3.</p> <p>ASX means the Australian Securities Exchange.</p> <p>ASX Waiver has the meaning given in clause 8.</p> <p>ASX Confirmation has the meaning given in clause 8.</p> <p>Business Day means a day on which banks are open for ordinary banking business and which is not a Saturday, Sunday or a public holiday in Perth, Western Australia.</p> <p>Charger Mining Data has the meaning given in clause 3.</p> <p>Charger Shareholder Approval For LIT Buyout Agreement has the meaning given in clause 9(a)(ii).</p> <p>Charger Shares means ordinary full paid shares in Charger.</p> <p>Charger Tenements has the meaning given in clause 3.</p> <p>Confidentiality Agreement means the confidentiality agreement between Charger and RTX dated 23 August 2023.</p> <p>Contractual Lithium Rights means the rights to explore for and exploit lithium and other mineralisation associated with pegmatites as provided under and pursuant to the Lefroy Agreement.</p> <p>Conversion Shares has the meaning given in clause 7.</p> <p>Convertible Loan has the meaning given in clause 7.</p> <p>Convertible Loan Conditions has the meaning given in clause 8(a).</p> <p>Convertible Loan Conditions Satisfaction Date has the meaning given in clause 8(e).</p> <p>Corporations Act means the Corporations Act 2001 (Cth).</p>

		<p>Decision to Mine means a decision to commence development of a commercial mining operation in respect of one or more Mineral deposits in a defined area on the Tenements.</p> <p>Department means the Department of Mines, Industry Regulation and Safety of Western Australia, or such other Government Authority that becomes responsible for administering the provisions of the Mining Act.</p> <p>DFS means a study of all aspects of development and operating a mine and the development of associated infrastructure (either on the basis of toll treatment or standalone treatment facilities) which (among other things):</p> <ul style="list-style-type: none"> a) provides estimates of the proven and probable Ore Reserves (as defined in JORC Code) of ore and the grades of that ore; b) contains estimates of the capital and operating costs of establishing and conducting the proposed mining operation, including costs of treatment and extraction; c) provides an analysis of the technical, commercial, and the economical requirements of the proposed mining operation, including the treatment and ancillary facilities; d) considers relevant marketing and financial aspects; and e) is in a form, contains such information and is to a standard acceptable to a bank or other financial institutions or equity providers with experience in mineral project financing for the purpose of making a decision as to whether to provide funding for the development and subsequent operation of the proposed mining operations and treatment and extraction of minerals. <p>Effective Date has the meaning given in clause 9(e).</p> <p>Emergency means a sudden and unexpected event on or in relation to activities on the Tenements pursuant to this Term Sheet which is likely to result in a material impact on life or property on the Tenements.</p> <p>Execution Date has the meaning given in clause 2.</p> <p>Exploration Expenditure has the meaning given in clause 14.</p> <p>Farm-in has the meaning given in clause 15.</p> <p>Farm-in Conditions has the meaning given in clause 9.</p> <p>Farm-in Interest has the meaning given in clause 15.</p> <p>Farm-in Period has the meaning given in clause 10.</p> <p>Farm-in Requirement has the meaning given in clause 15.</p> <p>Farm-in Right has the meaning given in clause 15.</p> <p>Farm-in Spend has the meaning given in clause 15.</p> <p>Field Year has the meaning given in clause 17(b).</p> <p>Force Majeure includes acts of God, adverse weather, war, terrorism, landowner disruption, inability to access the Tenements (for any reason), native title matters, cultural heritage matters, governmental interference and civil commotion, and any other circumstances beyond the reasonable control of a Party.</p> <p>Gianni Agreement means the agreement titled "Term Sheet for the Sale of E63/1883" between Peter Romeo Gianni and Charger dated 18 November 2022 pursuant to which Charger acquired E63/1883 from Peter Romeo Gianni.</p> <p>Gianni Royalty means the 0.5% NSR royalty on all lithium concentrate in connection with E63/1883 as defined under Schedule 2 of the Gianni Agreement.</p> <p>Governmental Authority means any (i) national, federal, provincial, territorial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above,</p>
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	<p>(ii) any securities commission or stock exchange and (iv) any quasi-governmental, self-regulatory organisation or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above; in each case, having jurisdiction in the relevant circumstances.</p> <p>Government Official includes anyone who is:</p> <ul style="list-style-type: none"> a) an official (elected, appointed or career) of a federal, state, provincial, territorial, local or municipal government; b) an employee of a Governmental Authority; c) an employee of a government, government-owned enterprise or company; d) an employee or representative of a government-owned or controlled organisation (included non-profit organisations); e) an employee of a public international organisation (e.g. United Nations, World Bank, EU, WTO, NATO); f) an individual acting for or on behalf of a government or any of the organisations referred to in (a) to (e) above, even though that person may not be an employee of such a government or organisation; g) member of a political party and/or candidate for political office; and h) an individual who is considered a Government official under applicable law. <p>GR Royalty means a specified percentage of the Gross Revenue that is payable to the royalty holder on a quarterly basis within thirty (30) Business Days after the end of the relevant quarter.</p> <p>Gross Revenue means the aggregate of:</p> <ul style="list-style-type: none"> a) the total amounts actually received by the Parties from sales of all metal and Mineral products produced from ore mined on the Tenements (excluding, for the avoidance of doubt, metal and Mineral products on the Hampton Tenements not covered by the Contractual Lithium Rights) (Saleable Product) (Sales), where Sales are effected on an arms-length basis on normal commercial terms; and b) if Sales are effected on any other basis than on an arms-length basis on normal commercial terms, or if Saleable Product is disposed of otherwise than by sale (whether immediate or for future delivery), the arithmetic average of the price of the Saleable Product on each Business Day of the relevant quarter, where such price is arrived at using the international industry standard for establishing the average spot price of the Saleable Product, converted daily to Australian dollars at the exchange rate for the day following the day on which each spot price is obtained. <p>GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).</p> <p>Hampton Metals means Hampton Metals Ltd (ACN 653 463 668) (formerly Johnston Lakes Nickel Pty Ltd and Johnston Lakes Nickel Ltd), a wholly-owned subsidiary of Lefroy Exploration.</p> <p>Hampton Tenements has the meaning given in clause 3(b).</p> <p>Initial Program Results means the geochemical assays of drill core and/or reverse-circulation drill chips from the drill program undertaken pursuant to the Minimum Commitment.</p> <p>Initial Program Results Date means date that is ten (10) Business Days after the receipt of the Initial Program Results.</p> <p>Joint Venture has the meaning given in clause 30.</p> <p>Joint Venture Agreement has the meaning given in clause 30.</p> <p>Joint Venture Formation Date has the meaning given in clause 23(e).</p> <p>Joint Venture Notice has the meaning given in clause 23.</p> <p>JORC Code means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, as published from time to time by the Joint Ore Reserves Committee of The</p>
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	<p>Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and the Minerals Council of Australia.</p> <p>JV Manager has the meaning given in clause 31.</p> <p>Land Access means the obtaining and securing of all land access agreements, (including traditional owner agreements), approvals and consents (on terms reasonably satisfactory to RTX) and the completion of all necessary activities to ensure sufficient access to the Tenement Interests to enable RTX to undertake exploration and associated activities, including (without limitation) surface geophysics, sampling and drilling. This includes completion of any necessary native title and cultural heritage surveys within the required areas of the Tenement Interests.</p> <p>Lefroy Exploration means Lefroy Exploration Limited (ACN 052 123 930) (formerly US Masters Holdings Limited) of Level 3, 7 Rheola St West Perth, 6005, Western Australia.</p> <p>Lefroy Agreement means the agreement titled "Rights Acquisition Agreement" between U.S. Masters Holding Limited (now known as Lefroy Exploration) and LIT dated 17 August 2016, as amended by a document titled "Tenement Sale Agreement" between LIT and Lefroy Exploration dated 10 March 2021, pursuant to which LIT acquired from Lefroy Exploration the Contractual Lithium Rights on the Hampton Tenements, as assigned by Lefroy Exploration to Hampton Metals pursuant to a document titled "Deed of Assignment and Assumption Rights Acquisition Agreement" between Lefroy Exploration, Johnston Lakes Nickel Pty Ltd (now known as Hampton Metals), LIT and Charger dated on or around 1 January 2022.</p> <p>LIT means Lithium Australia Limited (ACN 126 129 413) Suite 16 & 17, 79-83 High Street, Kew, 3101, Victoria.</p> <p>LIT Agreement means the agreement titled "Letter Agreement – Acquisition and Joint Venture" between LIT and Charger dated 4 December 2020 as varied and restated by a document titled "Deed of Variation and Restatement" between LIT and Charger dated 16 April 2021 pursuant to which Charger acquired from LIT a (i) 70% interest in E63/1809 (amongst other things), (ii) 70% interest in Contractual Lithium Rights in E63/1722, E63/1723 and E63/1727, and (iii) 100% interest in E63/1903.</p> <p>LIT Buyout Agreement means the agreement titled "Acquisition of a 30% Minority Interest in the Lake Johnston Project" between LIT and Charger dated on or around the Execution Date pursuant to which Charger has agreed to acquire from LIT (i) the remaining 30% interest in the E63/1809 and related mining information; and (ii) all of LIT's rights under the Lefroy Agreement and all related mining information, and to grant LIT the "Offtake Right of First Refusal" (as defined in that agreement), materially in the form provided to RTX by Charger by email on 15 November 2023.</p> <p>LIT Buyout Completion Condition has the meaning given in clause 9(a)(iii).</p> <p>LIT Offtake Rights has the meaning given in clause 32(f).</p> <p>Lithium Minerals means all Minerals associated with pegmatites, with the same meaning as given in the Lefroy Agreement.</p> <p>Major Mining Corporate means a company with over A\$1,000 million in annual revenue from mining operations on a consolidated group basis, and any of their Related Bodies Corporate.</p> <p>Marlinyu Ghoorlie Agreement means the Heritage Protection Agreement between Marlinyu Ghoorlie Native Title Claimant Group and Charger dated on or around October 2023.</p> <p>Mineral(s) has the same meaning given to that term in the Mining Act.</p> <p>Mineral Resource means the total Inferred, Indicated and Measured Mineral Resources as defined in accordance with the JORC Code.</p> <p>Mining Area has the meaning given in clause 35.</p> <p>Minimum Commitment has the meaning given in clause 16.</p> <p>Minimum Commitment Amount has the meaning given in clause 16.</p>
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		<p>Minimum Commitment Date has the meaning given in clause 16.</p> <p>Minimum Commitment Drilling has the meaning given in clause 16.</p> <p>Minimum Commitment Period has the meaning given in clause 16.</p> <p>Mining Act means the Mining Act 1978 of Western Australia, and including where relevant, the associated Mining Regulations 1981.</p> <p>Mining Area has the meaning given in clause 35.</p> <p>Mining Data means all information in relation to the Tenement Interests whenever created (including before the date of this Term Sheet), all information generated from exploration and mining and any commercial and technical information, including drill cores, logs of drill cores, samples, books, files, reports, surveys, maps, mosaics, metallurgical information, aerial photographs, electromagnetic tapes, records, correspondence and documents.</p> <p>Minority JV Party has the meaning given in clause 35(e).</p> <p>Ngadju Heritage Agreement means the Ngadju Heritage Protection Agreement between the Nominated Ngadju Elders, LIT and Charger dated 01 January 2022.</p> <p>Notification of Surrender has the meaning given in clause 21.</p> <p>Operator means the Party, from time to time, that that will physically undertake and manage the exploration activities on the Tenements during a specified period pursuant to this Term Sheet.</p> <p>Other Holders has the meaning given in clause 4(d).</p> <p>Permitted Charger Encumbrance has the meaning given in clause 38(e).</p> <p>Prior Liabilities has the meaning given in clause 24(d).</p> <p>Post Liabilities has the meaning given in clause 25(c).</p> <p>Related Bodies Corporate has the meaning given in the Corporations Act.</p> <p>Representative means the directors, officers, professional advisers and agents of a Party and its Related Bodies Corporate.</p> <p>Rio Tinto Policies means the policies of RTX's ultimate parent entity, Rio Tinto Ltd, dealing with anti-corruption (including third party integrity, proper internal controls and accurate books and records), transparency, fair business practices, political involvement, government relations, conflicts of interest and whistleblowing programme, which are currently set out in the following policy documents (which may be varied or replaced from time to time): The Way We Work, Supplier Code of Conduct and Business Integrity Standard, which are available at http://www.riotinto.com/aboutus/policies-standards-and-guidance-5243.aspx.</p> <p>Royalty has the meaning given in clause 33.</p> <p>Royalty Deed has the meaning given in clause 30.</p> <p>RTX Contingent Payment has the meaning given in clause 20.</p> <p>RTX Contingent Payment Due Date has the meaning given in clause 20.</p> <p>RTX First Payment has the meaning given in clause 11.</p> <p>RTX Funding Proposal has the meaning given in clause 35(c).</p> <p>RTX Mining Data has the meaning given in clause 26(c).</p> <p>RTX Operatorship Field Year has the meaning given in clause 25(c).</p> <p>RTX Operatorship Programme has the meaning given in clause 25(c).</p> <p>RTX Second Payment has the meaning given in clause 19.</p> <p>RTX Second Payment Due Date has the meaning given in clause 19.</p> <p>RTX Third Payment has the meaning given in clause 22.</p> <p>RTX Third Payment Due Date has the meaning given in clause 22.</p>
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		<p>Saleable Product has the meaning given to it in the definition of Gross Revenue in this clause 51.</p> <p>Shareholder Meeting has the meaning given in clause 7(f)(i).</p> <p>Significant Intersection means a drill sample assay intersection of $\geq 20\text{m}$ estimated true width at $\geq 1.2\%$ Li₂O, as determined using mineral industry standards.</p> <p>Sole Fund Amount has the meaning given in clause 34.</p> <p>Sole Fund Budget has the meaning given in clause 23.</p> <p>Sole Funding Cessation Notice has the meaning given by clause 34(h).</p> <p>Sole Fund Completion Notice has the meaning given in clause 34.</p> <p>Sole Fund Election has the meaning given in clause 23.</p> <p>Sole Fund Milestone has the meaning given in clause 34.</p> <p>Sole Fund Period has the meaning given in clause 34.</p> <p>Stamping means the lodgement of any documentation, if required, with the Office of State Revenue (or equivalent Government Authority) of the State of Western Australia for assessment of stamp duty (or other equivalent transfer duty) and any related actions for the assessment of such duty thereto.</p> <p>Step-in Right is the right of RTX to step-in and become Operator of the Farm-in as set out in clause 18.</p> <p>Step-in Right Event has the meaning given in clause 18.</p> <p>Step-in Right Notice has the meaning given in clause 18.</p> <p>Tenements means the Charger Tenements and the Hampton Tenements, being all of the mineral tenements to which the Tenements Interests relate.</p> <p>Tenement Interests has the meaning given in clause 3.</p> <p>Tenement Management has the meaning given to it in clause 27.</p> <p>Tenement Matters has the meaning given in clause 17(i).</p> <p>Termination Date has the meaning given to it in clause 29.</p> <p>Third Party Agreements means any native title, heritage, landholder or other agreement, including the Ngadju Heritage Agreement, the Marlinyu Ghoorlie Agreement, the Lefroy Agreement (as it relates to E63/1722, E63/1723, E63/1777), the LIT Agreement (as it relates to E63/1809 and 1903) and the Gianni Agreement (as it relates to E 63/1883), between Charger (or its Related Bodies Corporate) and a third party (or parties) which provides rights and or obligations necessary for the undertaking of exploration and related activities on the Tenements, or which otherwise contains assignment and/or consent obligations that must be met before an interest in the Tenement Interests can be transferred.</p> <p>Transfer Forms means such forms or instruments of transfer as required by the Department and/or under the Mining Act for the purposes of obtaining the consent and registration of a transfer of any interest in the Tenement under the Mining Act.</p> <p>VWAP means the volume weighted average price of a specified security over a stated period of trading days on the ASX, calculated by dividing the total value of such security traded in that period by the total number of such security traded in that period.</p>
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Executed as an agreement.

Executed by **RIO TINTO EXPLORATION PTY LIMITED**
(ABN 76 000 057 125) in accordance with section 127
of the *Corporations Act 2001* (Cth):



Signature of director

John Kilroe

Name

17 November 2023

Date



Signature of director / ~~secretary~~

Mark Tait

Name

17 November 2023

Date

Executed by **CHARGER METALS NL** (ABN 61 646 203
465) in accordance with section 127 of the *Corporations
Act 2001* (Cth):

Signature of director

Signature of director / secretary

Name

Name

Date

Date

Executed as an agreement.

Executed by **RIO TINTO EXPLORATION PTY LIMITED**
(ABN 76 000 057 125) in accordance with section 127
of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director / secretary

Name

Name


Date

Date

Executed by **CHARGER METALS NL** (ABN 61 646 203
465) in accordance with section 127 of the *Corporations
Act 2001* (Cth):



Signature of director



Signature of ~~director~~ / secretary

Aidan Platel

Jonathan Whyte

Name

Name

17 November 2023

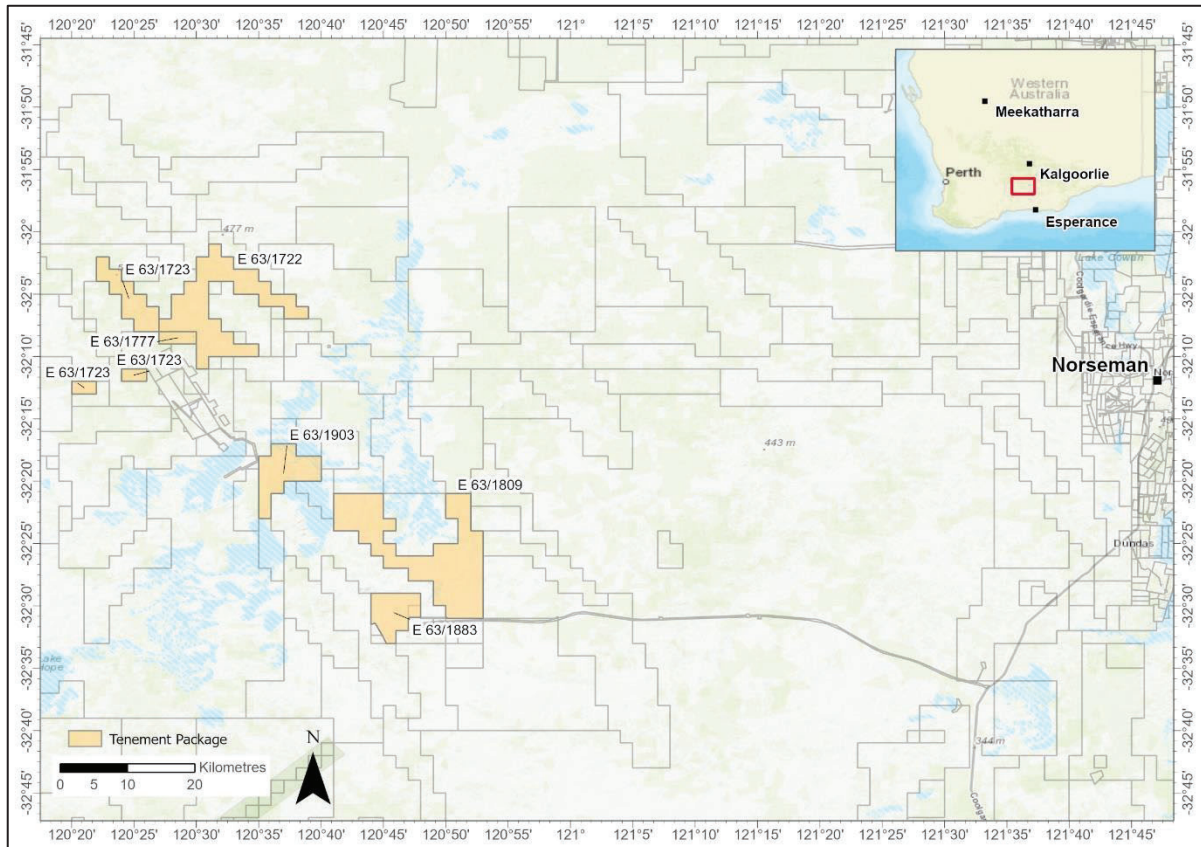
17 November 2023

Date

Date

Annexure 1 – Tenements

Exploration Licences E63/1809, E63/1883, E63/1903 (being the Charger Tenements) and Exploration Licences E63/1722, E63/1723 and E63/1777 (being the Hampton Tenements), located approximately 120km west of the town of Norseman in the southern Goldfields region of Western Australia, with the location and current boundaries as generally indicated on the map below.



Annexure 2 – Charger Mining Data relating to the Tenement Interests

1. Drill hole data base and associated geological reports
2. Geochemical survey dataset and reports
3. Geophysical survey dataset, modelling results and reports
4. Other technical information held by Charger and statutory reports
5. Heritage survey reports
6. Environmental survey reports
7. Any other information provided by Charger pursuant to the Confidentiality Agreement