

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme MetalsTech Limited

ACN/ARSN 612 100 464

**1. Details of substantial holder (1)**

Name Chijin International (HK) Limited

ACN/ARSN (if applicable) Not applicable

The holder became a substantial holder on 29 December 2022

**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 relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities	Number of	Person's votes (5)	Voting power (6)
Ordinary shares	15,782,352	15,782,352	8.91%

**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
Chijin International (HK) Limited	Relevant interest under section 608(1)(a) of the Corporations Act 2001 (Cth) ( <b>Corporations Act</b> ), because it is the registered holder of shares.	15,782,352 ordinary shares

**4. Details of present registered holders**

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Chijin International (HK) Limited	Chijin International (HK) Limited	Chijin International (HK) Limited	15,782,352 ordinary shares

**5. Consideration**

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

Holder of relevant Interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Chijin International (HK) Limited	13 December 2022	A\$289,135.89		630,000 ordinary shares
	14 December 2022	A\$300,650.10		650,000 ordinary shares
	16 December 2022	A\$522,091.91		1,120,000 ordinary shares

	29 December 2022	A\$3,000,000.00 pursuant to the placement agreement (Annexure A)		7,500,000 ordinary shares
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## 6. Associates

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

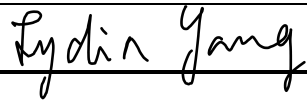
Name and ACN/ARSN (if applicable)	Nature of association
Not applicable.	Not applicable.

## 7. Addresses

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

Name	Address
Chijin International (HK) Limited	Suite 603, 6/F Laws Comm Plaza, 788 Cheung Sha Wan Rd, Kowloon, Hong Kong

## Signatures

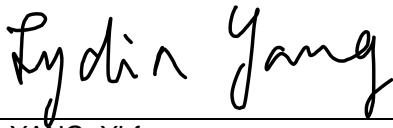
print name	YANG, Yi-fang	Capacity	Director
sign here		Date	3 January 2023

## 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, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## Annexure A

This is Annexure A of 10 pages referred to in the Form 603 (Notice of Substantial Holder), signed by me and dated 3 January 2023.

A handwritten signature in black ink, appearing to read 'Yang Yi-fang', written in a cursive style.

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YANG, Yi-fang

Director

Chijin International (HK) Limited

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## STRATEGIC PLACEMENT AGREEMENT

### PRIVATE AND CONFIDENTIAL

MetalsTech Limited (ACN 612 100 464) (**Company**) is a gold exploration company listed on the Australian Securities Exchange (**ASX**).

This agreement (**Terms Sheet**) sets out the terms upon which Chijin International (HK) Limited (**CJHK**) (a company incorporated in Hong Kong) agrees to subscribe for Shares in the Company.

Subject to the terms and conditions set out in this document, CJHK agrees to subscribe for 7,500,000 fully paid ordinary shares in the Company (**Share**) at an issue price of A\$0.40 per Share for a total investment of A\$3,000,000 (**Subscription**).

This Terms Sheet supersedes any and all previous correspondence, agreements or understandings between the parties to this Terms Sheet (**Parties**).

1.	<b>Subscription</b>	<p>CJHK agrees to subscribe for, or procure its nominee subscribe for, and the Company agrees to issue 7,500,000 Shares (<b>Subscription Shares</b>) at an issue price of A\$0.40 per Share to raise a total of A\$3,000,000, on the terms and conditions set out in this Terms Sheet (<b>Subscription Amount</b>).</p> <p>On the date of execution of this Terms Sheet the Company must lodge an Appendix 3B (proposed issue of securities) with the Australian Securities Exchange (<b>ASX</b>).</p>
2.	<b>Subscription Amount</b>	<p>The Subscription Amount must be paid by CJHK to the Company (to a bank account nominated by the Company) on or by Friday 23 December 2022 (<b>Record Date</b>).</p> <p>If CJHK does not pay the Subscription Amount to the Company in accordance with this clause, either Party may terminate this Term Sheet by notice in writing to the other Party with immediate effect.</p> <p>If CJHK pays the Subscription Amount to the Company in cleared funds on or by the Record Date, on the Record Date, the Company must:</p> <ul style="list-style-type: none"><li>(a) issue the Subscription Shares to CJHK (or, if applicable, its nominee);</li><li>(b) register the Subscription Shares in the Company's register of members, or ensure that the Company's share registry does so, in the name of CJHK (or, if applicable, its nominee) free from any encumbrance or security interest imposed by the Company;</li><li>(c) apply for quotation of the Subscription Shares on the ASX, including by lodging an Appendix 2A – Application for quotation of securities with ASX;</li><li>(d) procure the Company's share registry to issue and dispatch a holding statement for the</li></ul>

		<p>Subscription Shares to CJHK (or, if applicable, its nominee); and</p> <p>(e) immediately following the issue of the Shares, lodge with ASX a cleansing notice that complies with section 708A(6) of the <i>Corporations Act 2001</i> (Cth) (<b>Corporations Act</b>), in accordance with section 708A(5)(e) of the Corporations Act.</p>
3.	<b>Subscription Purpose</b>	<p>The Company intends to use funds raised from the issue of the Subscription Shares for the following purposes:</p> <p>(a) continue resource definition drilling at the Company's flagship Sturec Gold Project, located in Slovakia (<b>Project</b>);</p> <p>(b) advancement of an update to the Mineral Resource Estimate at the Project;</p> <p>(c) advancement of a Pre-Feasibility Study at the Project;</p> <p>(d) advancement of the Company's existing operations by conducting further exploration at the regional targets identified at the Project; and/or</p> <p>(e) for general working capital purposes.</p>
4.	<b>Ranking of Shares</b>	<p>The Subscription Shares will, when issued, be fully paid ordinary shares in the capital of the Company and will rank parri passu in all respects with other ordinary shares.</p>
5.	<b>No Short Sell</b>	<p>CJHK agrees not to, and agrees to take reasonable steps to ensure that each of its controlled related bodies corporate (and persons acting in concert with it or with whom it or any such controlled related body corporate has entered into a relevant agreement for the purpose of dealing in any Shares or interest in Shares in the Company) do not short sell the Subscription Shares of the Company.</p>
6.	<b>Confidentiality</b>	<p>Each Party is to keep confidential the terms of this Terms Sheet and any other information obtained from another during the negotiations preceding the execution of this Terms Sheet or in the course of furthering the transactions contemplated by this Terms Sheet whether in the course of conducting due diligence or otherwise (<b>Confidential Information</b>), and is not to disclose it to any person except:</p> <p>(a) to its and its related bodies corporate's respective directors, officers, employees, shareholders, legal or other professional advisers, auditors and other consultants requiring the information for the purposes of this Terms Sheet;</p> <p>(b) with the consent of the Party or parties which own the Confidential Information;</p>

		<p>(c) if the information is, at the date of this Terms Sheet, lawfully in the possession of the recipient of the information through sources other than any of the other parties;</p> <p>(d) if required by law (including if required for the purposes of an ASIC Form 603 (Notice of initial substantial holder) or the rules of a stock exchange;</p> <p>(e) if strictly and necessarily required in connection with legal proceedings relating to this Terms Sheet;</p> <p>(f) if the information is generally and publicly available other than as a result of a breach of confidence; or</p> <p>(g) to a financier or prospective financier (or its advisers) of a Party.</p> <p>A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving the Confidential Information from it do not disclose the Confidential Information except in the circumstances permitted in this clause.</p> <p>The obligations under this clause contain obligations separate and independent from the other obligations of the parties and remain in existence for a period of 12 months from the date of this Terms Sheet, regardless of any termination of this Terms Sheet.</p> <p>The Company must not, before or after the Record Date, make or send a public announcement, communication or circular concerning the transactions referred to in this Terms Sheet unless it has first obtained the prior written consent of CJHK, which consent is not to be unreasonably withheld or delayed. This paragraph does not apply to a public announcement, communication or circular required by law or the rules of a stock exchange, provided the Company has provided:</p> <p>(a) CJHK with sufficient notice and opportunity to comment on such public announcement;</p> <p>(b) CJHK with sufficient notice to enable it to seek a protective order or other remedy; and</p> <p>(c) all assistance and co-operation that CJHK considers necessary to prevent or minimise that disclosure.</p>
<b>7.</b>	<b>Further Assurance</b>	Each party shall sign and execute and do all deeds, acts, documents and things as may reasonably be required by the other parties to effectively carry out and give effect to the terms and intentions of this Terms Sheet.
<b>8.</b>	<b>Company Warranties</b>	The Company represents and warrants to CJHK that:

		<p>(a) the Company is a body corporate validly existing under the laws of its place of incorporation;</p> <p>(b) the Company has the power and capacity to enter into and perform its obligations under or in connection with this Terms Sheet and to own its assets and to carry on its business as it is now being conducted;</p> <p>(c) the Company and its directors have taken all necessary actions to authorise the signing, delivery and performance of this Terms Sheet;</p> <p>(d) this agreement constitutes valid and binding obligations upon the Company enforceable in accordance with its terms by appropriate legal remedy pursuant to and under applicable laws;</p> <p>(e) the Company has complied with all its disclosure obligations under the Corporations Act and the ASX Listing Rules and is not in possession of any "excluded information" within the meaning of section 708A(7) and (8) of the Corporations Act;</p> <p>(f) the Company has not withheld any information on the Company and its businesses, assets and undertakings (including financial information), that may be relevant to CJHK's decision to enter into this Terms Sheet, and has such information been disclosed, would render any disclosure made by the Company untrue, incorrect or misleading;</p> <p>(g) on their issue, the Subscription Shares will be validly issued and rank on an equal footing in all respects with the then existing ordinary shares in the capital of the Company;</p> <p>(h) on issue of the Subscription Shares, CJHK will be the holder of the Subscription Shares free from any encumbrance or third party interest;</p> <p>(i) the issue of the Subscription Shares will not breach ASX Listing Rules 7.1 or 7.1A, or to the Company's knowledge, any other ASX Listing Rule;</p> <p>(j) ASIC has not made, and to the best knowledge of the Company will not before the issue of the Subscription Shares make, a determination under section 708A(2) of the Corporations Act;</p> <p>(k) the Company has not taken any action designed to, or likely to have the effect of, terminating its listing from, or the quotation of its securities on ASX, nor has it received any notification that the ASX is contemplating terminating its listing or the quotation of any of its securities;</p> <p>(l) the Company is not aware of any event or circumstance existing, pending or threatened,</p>
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		<p>including without limitation, any suspension from trading on ASX or any determination made by ASIC, that will or would reasonably be expected to give rise to or serve as a basis for (with or without notice or lapse of time) any failure to lodge with ASX a cleansing notice by the Company as required by Section 2 of this Terms Sheet; and</p> <p>(m) the Company does not own or have any interest in any real property, tenements or mineral rights in Australia,</p> <p><b>(Warranties and each a Warranty).</b></p> <p>The Company represents and warrants to CJHK that each of the Warranties is true, accurate and not misleading as at the date of this Terms Sheet and the Record Date.</p>
9.	<b>Governing Law</b>	This Terms Sheet shall be governed by and construed in accordance with the law from time to time in Western Australia. The Parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Courts which hear appeals from those Courts.
10.	<b>Assignment</b>	None of the Parties may assign any of the rights or obligations conferred by this Terms Sheet without the consent of the other Parties.
11.	<b>Costs</b>	Each party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Terms Sheet.
12.	<b>Waiver</b>	A provision of, or a right under, this Terms Sheet may only be waived in writing signed by the Party granting the waiver. A failure or delay in exercise, or partial exercise, or a power, right, authority or remedy arising from a default or breach under this Terms Sheet does not result in a waiver of that power, right, authority or remedy.
13.	<b>Whole Agreement</b>	This Terms Sheet, any formal agreement, and the other agreements envisaged by this Terms Sheet, shall constitute the sole understanding of the parties with respect to the subject matter and replaces all other agreements with respect thereto.
14.	<b>Variation</b>	No modification or alteration of the terms of this Terms Sheet shall be binding unless made in writing dated subsequent to the date of this Terms Sheet and duly executed by all parties.
15.	<b>Notices</b>	<p>Each notice authorised or required to be given to a party shall be in writing and may be delivered personally, sent by properly addressed prepaid mail or sent by email in each case addressed to the Party at its address set out in below:</p> <p>In the case of CJHK:</p>



		<p>Suite 603, 6/F Laws Comm Plaza, 788 Cheung Sha Wan Rd, KL, HK</p> <p><b><i>chrisdai@cfgold.com</i></b></p> <p>In the case of the Company: Unit 1, 44 Denis Street Subiaco 6008 Western Australia Australia</p> <p><b><i>gino@metalstech.net</i></b></p>
16.	<b>Severance</b>	<p>If any provision of this Terms Sheet is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision shall be and continue to be valid and forceful in accordance with their terms.</p>
17.	<b>Counterparts</b>	<p>This Terms Sheet may be executed in any number of counterparts, including by email, each of which when executed and delivered to the other parties shall constitute an original, but all counterparts together shall constitute one and the same agreement.</p>

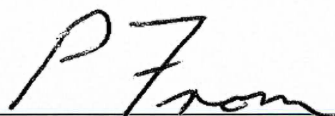
18.	<b>Interpretation</b>	<p>In this Terms Sheet unless the context otherwise requires:</p> <ul style="list-style-type: none"> <li>(a) headings are for convenience only and do not affect its interpretation;</li> <li>(b) an obligation or liability assumed by, or a right conferred on, two (2) or more parties binds or benefits all of them jointly and each of them severally;</li> <li>(c) the expression <b>person</b> includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;</li> <li>(d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;</li> <li>(e) reference to any document (including this Terms Sheet) is to that document as varied, novated, ratified or replaced from time to time;</li> <li>(f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;</li> <li>(g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;</li> <li>(h) reference to parties, clauses, schedules, exhibits or annexure are references to parties, clauses, schedules, exhibits and annexure to or of this Terms Sheet and a reference to this Terms Sheet includes any schedule, exhibit or annexure to this Terms Sheet;</li> <li>(i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and</li> <li>(j) a reference to <b>A\$</b> is to Australian currency.</li> </ul>
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This Terms Sheet is executed by the Parties on 21 December 2022.

**EXECUTED** by )  
**METALSTECH LIMITED** (ACN 612 100 464) )  
in accordance with section 127 of the )  
Corporations Act 2001 (Cth): )

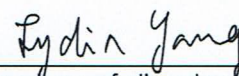
  
\_\_\_\_\_  
Signature of director

**Gino D'Anna**  
\_\_\_\_\_  
Name of director

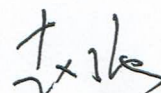
  
\_\_\_\_\_  
Signature of director/company secretary\*

**Paul Fromson**  
\_\_\_\_\_  
Name of director/company secretary\*

**EXECUTED** by **CHIJIN INTERNATIONAL** )  
**(HK) LIMITED** in accordance in )  
accordance with its constituent )  
documents and place of incorporation: )

  
\_\_\_\_\_  
Signature of director

**Yifang Yang**  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/company secretary\*

  
\_\_\_\_\_  
Name of director/company secretary\*

\*please delete as applicable

## APPLICATION FORM

### METALSTECH LIMITED ACN 612 100 464 (Company)

Chijin International (HK) Limited (**Investor**) hereby applies to the Company for 7,500,000 fully paid ordinary shares in the capital of the Company (**Shares**) at A\$0.40 per share.

#### Details of the Investor:

**Name:** Chijin International (HK) Limited (**CJHK**), a company incorporated in Hong Kong

**Address:** Suite 603, 6/F Laws Comm Plaza, 788 Cheung Sha Wan Rd, KL, HK

**Contact Person:** Zilong Dai

**Contact Investor:** +86 21 6062 6262

The Investor will transfer to the Company an amount of \$3,000,000 in Australian dollars and in immediately available funds to the following bank account of the Company:

**Bank:** Commonwealth Bank of Australia

**Account name:** Metalstech Limited

**Account number:** 12238808

**SWIFT Code:** CTBAAU2S600

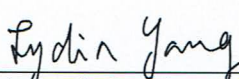
By signing and lodging this Application Form with the Company, the Investor:

1. declares that the agreements, statements, declarations and acknowledgments contained in the following paragraphs are given for the benefit of the Company;
2. declares that all details and statements made by the Investor in this Application Form are complete and accurate;
3. agrees to be bound by the constitution of the Company;
4. represents, warrants and undertakes to the Company that the Investor has/have full right and authority to sign and lodge this Application Form, to subscribe for the Shares and to perform the other obligations set out in this Application Form, and has taken all action and obtained all regulatory and other consents, approvals and authorisations necessary in that respect;
5. acknowledges that the Investor have/has made its/their own enquiries concerning the Company and its business and affairs and that the Company makes no representation or warranties to the Investor other than set out in the Terms Sheet dated the same date as this Application Form;
6. requests the Company to, upon receipt of this Application Form signed by the Investor together with receipt of the application monies, issue the Shares to the Investor;

7. declares that the Investor comes within the definition of a sophisticated investor or a professional investor for the purposes of Section 708(8) or 708(11) of the Corporations Act 2001 respectively;
8. acknowledges that this Application Form is irrevocable;
9. acknowledges that returning this Application Form with the application monies will constitute the Investor's offer to subscribe for Shares subject to the agreement, and that no notice of acceptance of this Application Form will be provided.

**NOTE: Return of the Application Form with your payment of the application monies will constitute your offer to subscribe for the Shares. This Application Form is for the Investor and must not be passed onto any person without written permission from the Company.**

EXECUTED by CHIJIN INTERNATIONAL )  
(HK) LIMITED (BRN:69005489) )  
in accordance with its documents of )  
incorporation: )

  
\_\_\_\_\_  
Signature of director

Yifang Yang  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/company secretary

  
\_\_\_\_\_  
Name of director/company secretary