**DATED** 29 April **2021**

**BACANORA LITHIUM PLC (1)**

**AND**

**GFL INTERNATIONAL CO., LIMITED (2)**

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# CONFIDENTIALITY AGREEMENT

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**THIS AGREEMENT** is made on 29 April 2021

**PARTIES**

(1) **BACANORA LITHIUM PLC** incorporated and registered in England and Wales with company number 1189628 whose registered office is at 4 More London Riverside, London, SE1 2AU England ("**Bacanora**"); and

(2) **GFL INTERNATIONAL CO., LIMITED** incorporated and registered in the People's Republic of China with company number 1580183 whose registered office is at Room 912, 9/F., Hollywood Plaza, 610 Nathan Road, Mong Kok, Kowloon, Hong Kong ("**Ganfeng**").

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this agreement:

1.1 the following words and expressions will have the following meanings unless the context otherwise requires:

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| **Authorised Professional Adviser** | (a) a professional third-party legal, financial, tax, commercial, technical or accountancy advisor or any Funder (and its respective legal, financial and tax advisors); and/or<br><br>(b) any other professional advisor or consultant or due diligence service provider in respect of which Bacanora has given written consent to Ganfeng confirming that it is an Authorised Professional Adviser; |
| **Bacanora Group** | Bacanora and each of Bacanora's Subsidiary Undertakings, which shall be deemed to include Minera Megalit, S.A. de C.V., Mexilit, S.A. de C.V., Operadora de Litio Bacanora, S.A. de C.V. and Minera Sonora Borax, S.A. de C.V.; |
| **Bacanora Parties** | the Bacanora Group and the respective Representatives and professional advisors of each member of the Bacanora Group, and "**Bacanora Party**" means any of them; |
| **Business Day** | a day that is not a Saturday, Sunday or public or bank holiday in England or Beijing, China; |
| **CJA** | the Criminal Justice Act 1993; |
| **Code** | The City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers as amended from time to time; |
| **Confidential Information** | subject to clause 4:<br><br>(a) any information that is disclosed by or on behalf of any Bacanora Party to any Ganfeng Party (on or after the date of this agreement) or is obtained by any Ganfeng Party on or after the date of this agreement that relates |

to any member of the Bacanora Group or any of their respective businesses including information contained in documents, oral communications relating to the Purpose, models, specifications, software, programmes, computer disks, visual presentations, photographs, drawings, magnetic or digital form and any other media;

(b) the existence and terms of this agreement;

(c) the fact that information has been or may be disclosed to the Ganfeng Parties by or on behalf of the Bacanora Parties;

(d) the existence of or progress of discussions in relation to the Purpose; and

(e) those parts or portions of Reports and Analyses which contain, incorporate or are generated from any such information as is referred to in paragraph (a) of this definition;

**Funder** any bank, financial institution or other professional lender that provides, or proposes or intends to provide, finance to Ganfeng or a Ganfeng Group Undertaking in connection with the Purpose;

**Ganfeng Parties** Ganfeng, each of Ganfeng's Group Undertakings, the respective Representatives and Authorised Professional Advisers of Ganfeng and Ganfeng's Group Undertakings and any Funder (and its respective legal, financial and tax advisors), and "**Ganfeng Party**" means any of them;

**GDPR** General Data Protection Regulation (EU) 2016/679 and/or the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time);

**Group Undertakings** in respect of a party, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time, and "**Group Undertaking**" means any of them;

**Intellectual Property** all intellectual and industrial property of any kind whatsoever including patents, supplementary protection certificates, rights in Know-How, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to

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| | apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions; |
| **Key Employee** | any director or officer of any member of the Bacanora Group and any employee of any member of the Bacanora Group employed in an executive or senior managerial or senior technical role to whom Ganfeng or any Ganfeng Group Undertaking is first introduced, or with whom Ganfeng or any Ganfeng Group Undertaking has any dealings, in each case in connection with the Purpose (which shall include, without limitation, anyone who is employed by any member of the Bacanora Group in an executive or senior managerial or role or any technical capacity); |
| **Know-How** | formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions; |
| **MAR** | the Market Abuse Regulation (EU 596/2014) as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended; |
| **Offer** | the meaning given to it in the Code; |
| **Parent Undertaking** | the meaning set out in section 1162 Companies Act 2006; |
| **Permitted Discloser** | the meaning given to it in clause 6.1; |
| **Permitted Disclosure** | the meaning given to it in clause 6.1; |
| **Personal Data** | the meaning given to in the GDPR; |
| **Purpose** | the discussion, consideration, evaluation, negotiation and implementation of a proposal that Ganfeng or a Ganfeng Group Undertaking enters into a potential transaction involving the acquisition of Bacanora and/or any member of the Bacanora Group (or any part(s) thereof); |
| **Reports and Analyses** | any documents, summaries, extracts, transcripts, recordings, analyses, reports and other records (in any form or media) that use, concern or are based on or derived from any Confidential Information and are created by or on behalf of a Ganfeng Party; |
| **Representatives** | in respect of a party or a Group Undertaking of that party, any director, officer or employee of a party or a Group Undertaking of that party; and |
| **Subsidiary Undertaking** | the meaning set out in section 1162 Companies Act 2006; |

1.2 references to clauses are to the clauses of this agreement;

1.3 all headings are for ease of reference only and will not affect the construction or interpretation of this agreement;

1.4 unless the context otherwise requires:

1.4.1 references to the singular include the plural and vice versa and references to any gender include every gender;

1.4.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.5 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.6 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

1.7 the rule known as the *ejusdem generis* rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

1.8 any reference to any English or Welsh legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;

1.9 any reference to:

1.9.1 time of day is to London time; and

1.9.2 a day is to a period of 24 hours running from midnight to midnight;

1.10 writing includes manuscript, facsimile and other permanent forms and includes email; and

1.11 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

## 2. CONFIDENTIALITY OBLIGATIONS

2.1 In return for Bacanora or any Bacanora Party making Confidential Information available to Ganfeng for the Purpose, Ganfeng undertakes to Bacanora and each member of the Bacanora Group that Ganfeng will, and will procure that each other Ganfeng Party will:

2.1.1 unless otherwise expressly agreed in writing by Bacanora, keep the Confidential Information secret and, subject to clauses 4 and 6, will not, directly or indirectly disclose or publish any Confidential Information to any person (including, without limitation, Ganfeng's Representatives or any other Ganfeng Parties);

2.1.2 use the Confidential Information solely for the Purpose;

2.1.3 promptly notify Bacanora in writing as soon as Ganfeng becomes aware of any breach (or suspected breach) of this agreement or any breach (or suspected breach) of confidence in relation to the Confidential Information;

2.1.4 keep the Confidential Information safe and secure and will apply to it documentary and electronic security measures that match those that Ganfeng operates in relation to its own confidential information and will also exercise not less than reasonable care;

2.1.5 not take any copies of the Confidential Information save as is strictly necessary for the Purpose and any such copies will be deemed to be Confidential Information and will be kept in a manner such that it is clearly identifiable as being separate from Ganfeng's (or that Ganfeng Party's (as appropriate)) own information; and

2.1.6 in connection with the Purpose, contact and deal only with those Representatives or advisors of Bacanora notified by Bacanora to Ganfeng in writing from time to time and will not seek Confidential Information from, or discuss Confidential Information with, any of Bacanora' or Bacanora Group's other Representatives.

2.2 Any Personal Data that is disclosed by or on behalf of any Bacanora Party to any Ganfeng Party (on or after the date of this agreement) or is obtained by any Ganfeng Party on or after the date of this agreement directly or indirectly from any Bacanora Party shall at all times be treated as Confidential Information and shall be subject to the terms of this agreement.

2.3 Ganfeng will inform each of the Ganfeng Parties to whom any Personal Data is disclosed by or on behalf of any Bacanora Party or who obtains any Personal Data directly or indirectly from any Bacanora Party of the provisions of clauses 2.2, 2.4 and 2.5 and the restrictions imposed by them in relation to Personal Data so disclosed or obtained.

2.4 In addition, Ganfeng undertakes that it will not, and will procure that none of the other Ganfeng Group Undertakings will, use any Personal Data so disclosed or obtained other than where strictly necessary for the Purpose and shall at all times keep such Personal Data secure by complying with the sixth data protection principle under GDPR. For the avoidance of doubt, the parties acknowledge and accept that they will each be acting as independent data controllers in respect of any Personal Data disclosed as part of the Confidential Information.

2.5 At all times Ganfeng will, and will procure that each other Ganfeng Group Undertaking will, in relation to any Confidential Information:

2.5.1 comply with its obligations under GDPR;

2.5.2 not act in a manner that Ganfeng knows, or reasonably ought to have known, would cause Bacanora or any other member of the Bacanora Group to be in breach of its obligations under GDPR; and

2.5.3 take all steps reasonably required by Bacanora to ensure that Bacanora and the other members of the Bacanora Group are able to comply with their respective obligations under GDPR in respect of such Confidential Information.

**3. EXCLUDED INFORMATION**

3.1 Subject to clause 3.1.3, Ganfeng's obligations under this agreement will not extend to Confidential Information which:

3.1.1 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this agreement by a Ganfeng Party;

3.1.2 Ganfeng can prove to the reasonable satisfaction of Bacanora from written records or other substantive evidence:

3.1.2.1 has been received by Ganfeng or one of its Group Undertakings or Representatives at any time from a third party who, so far as Ganfeng or one of its Group Undertakings or Representatives is aware (after having made reasonable enquiry), did not acquire it in confidence and who is free to make it available to Ganfeng or the relevant Group Undertaking or Representatives without limitation;

3.1.2.2 was independently developed by Ganfeng or one of its Group Undertakings without any breach of this agreement; or

3.1.2.3 was already known by or lawfully in the possession of Ganfeng or one of its Group Undertakings or Representatives and so far as Ganfeng or one of its Group Undertakings or Representatives is aware (after having made reasonable enquiry), was free from any obligation of confidence or secrecy, before it was disclosed by Bacanora or any Bacanora Party.

3.1.3 Clause 3.1.2 will not apply to the matters referred to in paragraphs (b) to (e) (inclusive) of the definition of Confidential Information set out in clause 1.1.

**4. REVIEW ON BEHALF OF GANFENG**

4.1 Ganfeng may disclose Confidential Information to any Ganfeng Party to the extent that:

4.1.1 that Ganfeng Party is directly involved in the Purpose; and

4.1.2 it is strictly necessary that they review or evaluate such Confidential Information in connection with the Purpose.

Prior to any such disclosure, Ganfeng must make that Ganfeng Party aware of the fact that the Confidential Information is confidential and the obligations of confidentiality and restrictions against the use or disclosure of Confidential Information contained in this agreement. Ganfeng will be liable for the acts and omissions of the Ganfeng Parties, which if done or omitted to be done by Ganfeng would constitute a breach of this agreement, as if they were acts and omissions of Ganfeng.

4.2 Ganfeng will procure that any Ganfeng Group Undertaking and any Representative of Ganfeng or of any Ganfeng Group Undertaking to whom Ganfeng directly or indirectly discloses or publishes Confidential Information will not do or omit to do anything which if done or omitted to be done by Ganfeng would constitute a breach of this agreement.

**5. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

5.1 Subject to clause 5.2, promptly following a written request from Bacanora, and in any event within 10 Business Days following such written request, Ganfeng will (and will procure that each Ganfeng Party will) cease to use the Confidential Information (including for the Purpose) and:

5.1.1 either return to Bacanora or destroy any Confidential Information comprising physical documentation or media (including copies); and

5.1.2 permanently delete or erase (in each case to the extent technically feasible) all other Confidential Information (including copies).

5.2 Any Ganfeng Party may retain any Confidential Information:

5.2.1 which that Ganfeng Party is obliged to retain by virtue of any law, regulation or by the rules of any applicable governmental, regulatory or professional body, or the rules of any listing authority or stock exchange on which the shares of Ganfeng are traded;

5.2.2 which it is not technically feasible to destroy or permanently erase; or

5.2.3 which is required to be retained to comply with its bona fide and established document retention policies or to defend or maintain any litigation relating to this agreement or the Confidential Information.

Any items of Confidential Information which are retained by a Ganfeng Party pursuant to this clause 5.2 will continue to be subject to the other terms of this agreement and may, subject to clause 6, only be used for the purposes for which they have been required to be retained.

5.3 A senior officer of Ganfeng will, as soon as reasonably possible (and in any event within 10 Business Days) following Bacanora' written request, certify to Bacanora in writing that the provisions of this clause 5 have been complied with in full.

## 6. PERMITTED DISCLOSURE

6.1 Subject to the other provisions of this clause 6, any Ganfeng Party (**"Permitted Discloser"**) may disclose Confidential Information to the extent such disclosure (**"Permitted Disclosure"**) is required by law, an order of a court of competent jurisdiction or by any securities exchange, listing authority, taxation authority, or governmental body to which that person is subject and submits.

6.2 Ganfeng undertakes to Bacanora (and each other member of the Bacanora Group) that it will (and will procure that any other Permitted Discloser will) in relation to each Permitted Disclosure:

6.2.1 (to the extent lawful):

6.2.1.1 take all reasonable and practicable steps to avoid the need to make the Permitted Disclosure;

6.2.1.2 if practicable, notify Bacanora in writing in advance of the circumstances of and content of the proposed Permitted Disclosure and comply with all reasonable and practicable requests of Bacanora in relation to the content, purpose and means of disclosure of the Permitted Disclosure;

6.2.2 where the Permitted Discloser is not able to inform Bacanora prior to the making of the Permitted Disclosure, it will (to the extent lawful) inform Bacanora promptly after the making of the Permitted Disclosure of the full circumstances of the Permitted Disclosure and (to the extent lawful) provide details of all Confidential Information that has been disclosed; and

6.2.3 disclose the minimum amount of Confidential Information that is necessary and lawfully permissible in order for the applicable requirement to be complied with and will use its reasonable endeavours to make such Permitted Disclosure subject to obligations of confidence, consistent, so far as reasonably possible, with the terms of this agreement.

## 7. MARKET ABUSE AND INSIDER DEALING

7.1 Ganfeng acknowledges, and will advise all of the Ganfeng Parties who are provided with any Confidential Information by or on behalf of any Bacanora Party or are otherwise aware of the Purpose, that some or all of the Confidential Information may in whole or in part constitute '**inside information**' for the purposes of Part V of the CJA and/or MAR and that any of the Ganfeng Parties who are in, or acquire, possession of Confidential Information may have '**information as an insider**' for the purposes of the CJA and inside information for the purposes of MAR.

7.2 Ganfeng will not, and will procure that none of the other Ganfeng Group Undertakings will, make use of the Confidential Information for the purposes of dealing or encouraging another person to deal in shares in Bacanora and will not disclose the Confidential Information to any person or persons unless permitted to do so under this agreement.

7.3 Ganfeng consents to being made an "insider" within the meaning of the CJA and/or MAR and will bring to the attention of the Ganfeng Parties who from time to time have information as an insider the prohibitions on insider dealing contained in the CJA and MAR and the prohibitions on market abuse contained in MAR.

7.4 Ganfeng undertakes that it is aware of its obligations under all applicable law and regulations relating to unpublished, price-sensitive information.

7.5 Without prejudice to the generality of the other provisions of this clause 7, Ganfeng confirms that it has established such procedures as are reasonably necessary in order to ensure that they comply with their obligations under all applicable regulatory requirements concerning unpublished inside information relating to the Purpose.

**8. STANDSTILL**

8.1 Subject to clause 8.2, for a period of nine months from the date of this agreement Ganfeng will not (and will procure that none of Ganfeng's Group Undertakings will) either alone or with other persons, directly or indirectly:

8.1.1 acquire, or procure or induce any other person to acquire, any interest in securities (as defined in the Code) of Bacanora ("**Relevant Securities**");

8.1.2 enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which it or any other person may acquire an interest in the Relevant Securities;

8.1.3 make, or procure or induce any other person to make, any Offer for all or any of the Relevant Securities;

8.1.4 enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which Ganfeng or any Ganfeng Group Undertaking may become obliged to make an Offer (whether under the Code or otherwise) for all or any of the Relevant Securities;

8.1.5 announce, or procure or induce any other person to announce, any Offer for all or any of the Relevant Securities;

8.1.6 enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which it or any other person may become obliged to announce an Offer (whether under the Code or otherwise) for all or any of the Relevant Securities;

8.1.7 enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any of the Relevant Securities; or

8.1.8 contact or communicate with any shareholder of Bacanora in connection with the Purpose.

8.2 The restrictions in clause 8.1 will not apply:

8.2.1 if Bacanora has provided its prior written consent to the actions taken by Ganfeng;

8.2.2 in relation to the exercise by Ganfeng International Trading (Shanghai) Limited of its pre-emptive right to subscribe for an additional 53,333,333 new ordinary shares in Bacanora, pursuant to its Investment Agreement with Bacanora dated 28 June 2019, arising on account of the fundraising carried out by Bacanora on 3 February 2021;

8.2.3 so as to prevent any of Ganfeng's Authorised Professional Advisers from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, Ganfeng or any of Ganfeng's Group Undertakings or anyone else in receipt of Confidential Information pursuant to the terms of this agreement;

8.2.4 from the time of any public announcement of a firm intention to make an Offer by Ganfeng or any Ganfeng Group Undertaking for all or part of the share capital of Bacanora that, at the time of the announcement, is to be recommended by the directors of Bacanora;

8.2.5 from the time a third party (other than Ganfeng or any Ganfeng Group Undertaking) which is not acting in concert with Ganfeng or any Ganfeng Group Undertaking announces a firm intention to make an Offer for Bacanora;

8.2.6 so as to prevent Ganfeng or any Ganfeng Group Undertaking or any of its Authorised Professional Advisers, from acquiring any company which holds, or is interested in, any Relevant Securities except where the principal reason for the purchase is to acquire an interest in Relevant Securities; or

8.2.7 if any third party (together with its concert parties) not being Ganfeng or any Ganfeng Group Undertaking (or anyone acting in concert with any of them) becomes interested in Relevant Securities carrying 30% or more of the voting rights of Bacanora and makes, or is required under the Code to make, an Offer for Bacanora.

8.3 For the purposes of this clause 8, "**acting in concert**" shall have the meaning given to it in the Code, and "**concert parties**" shall be construed accordingly.

8.4 If Ganfeng or any of Ganfeng's Group Undertakings acquires any interest in securities of Bacanora in breach of clause 8.1, then on request by Bacanora and without prejudice to any other rights of Bacanora under this agreement, Ganfeng shall, and shall procure that the relevant Ganfeng Group Undertaking shall, use all reasonable endeavours to dispose of or procure the disposal of such interest within 30 days.

## 9. INTELLECTUAL PROPERTY RIGHTS

Bacanora, another member of the Bacanora Group or their licensors owns all right, title and interest in the Confidential Information referred to in paragraphs (a) and (e) of the definition of Confidential Information set out in clause 1.1, and no licence or right to use any Intellectual Property or any right to use any Confidential Information is granted by Bacanora or any member of the Bacanora Group or any of their licensors, except as permitted under the terms of this agreement.

## 10. NO WARRANTY

10.1 Nothing in this agreement will imply any obligation on Bacanora or any of the Bacanora Parties to disclose any Confidential Information to any Ganfeng Party, to update or correct any Confidential Information or to enter into any negotiation or agreement in relation to the Purpose or otherwise. Ganfeng further acknowledges that Bacanora is not under and will not be under any obligation to recommend any Offer or accept any Offer or proposal that may be made by or on behalf of Ganfeng or any Ganfeng Group Undertaking in the course of any negotiations in relation to the potential transaction contemplated by the Purpose.

10.2 Nothing in this agreement will restrict any Bacanora Party from disclosing Confidential Information to any third party or from entering into any negotiation and/or agreement with any third party in relation to the Purpose or otherwise.

10.3 Ganfeng acknowledges that Bacanora is subject to the Code and that nothing in this agreement shall prevent Bacanora from making an announcement relating to any possible Offer by Ganfeng or any Ganfeng Group Undertaking or publicly identifying Ganfeng or any Ganfeng Group Undertaking at any time Bacanora considers appropriate, provided that to the extent permitted by applicable law and regulation (including the Code), and it is reasonably practicable to do so, Bacanora will notify and consult with Ganfeng in advance of making any such announcement.

10.4 Neither Bacanora (nor any other Bacanora Party) makes any warranty, representation, statement or undertaking (whether express or implied) in respect of the accuracy, reasonableness or completeness of the Confidential Information.

10.5 Except to the extent that any representation or warranty relating to the Confidential Information made in any binding agreement (other than this agreement) relating to a transaction contemplated by the Purpose is enforceable by Ganfeng, Ganfeng:

10.5.1 will not (and Ganfeng will procure that no Ganfeng Party will) rely on the Confidential Information; and

10.5.2 agrees that neither it (nor any other Ganfeng Party) will have any remedy against Bacanora or any other Bacanora Party in respect of the inaccuracy, unreasonableness or incompleteness of any Confidential Information.

10.6 Neither Bacanora nor any other Bacanora Party will have any liability (whether in contract, tort (including negligence), misrepresentation, under any statute or otherwise) to Ganfeng or any Ganfeng Party in relation to the Confidential Information or its accuracy, reasonableness or completeness.

10.7 Ganfeng acknowledges and agrees that any and all documents and information (whether containing Confidential Information or otherwise) made available to Ganfeng or any Ganfeng Party prior to or in the course of discussions in respect of the Purpose or otherwise shall not constitute an offer by any person and are not intended as, and should not be construed in any way as, a recommendation, invitation or inducement (direct or indirect) to Ganfeng or any Ganfeng Party to engage in investment activity.

10.8 Nothing in this agreement will operate to exclude or restrict any person's liability (if any) for its fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation of a person for whom it is vicariously liable.

## 11. TERMINATION

11.1 This agreement will continue in full force and effect until the earlier of:

11.1.1 the later of the date falling three years after the date of this agreement or when all Confidential Information provided under this agreement has entered into the public domain other than as the direct or indirect result of a breach of this agreement by a Ganfeng Party; and

11.1.2 if applicable, the completion by Ganfeng or a Ganfeng Group Undertaking of a transaction contemplated by the Purpose.

11.2 Termination or expiry of this agreement is without prejudice to:

11.2.1 the provisions of this agreement which, under clause 5.2, apply to any Confidential Information retained by a Ganfeng Party pursuant to clause 5.2; and

11.2.2 any rights, obligation, claims (including claims for damages for breach) and liabilities which have accrued prior to termination.

## 12. NON-SOLICITATION OF KEY EMPLOYEES

12.1 Ganfeng undertakes to Bacanora (and each other member of the Bacanora Group) that Ganfeng will not, and will procure that none of Ganfeng's Group Undertakings who receive Confidential Information or who have had any dealings with any Key Employee in connection with the Purpose will, without the prior written consent of Bacanora (to be given at Bacanora' absolute discretion), during the period of 12 months from the date of this agreement, directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person:

12.1.1 entice, solicit or procure any Key Employee to leave employment or service with any member of the Bacanora Group (or attempt to do so) whether or not that Key Employee would commit any breach of contract in leaving such employment or service; or

12.1.2 procure or facilitate the making of any such offer or attempt by any other person.

12.2 The placing of an advertisement of a post available to a member of the public generally, and not aimed or targeted at Key Employees, or the recruitment of a Key Employee who responds to such an advertisement, shall not constitute a breach of clause 12.1.

12.3 For the purposes of this clause 12 "**solicit**" or "**entice**" means the soliciting or enticing of a Key Employee with a view to engaging such person as an employee, director, sub-contractor, consultant or independent contractor or through a company, body corporate, partnership, joint venture or other entity owned by a Key Employee or his or her family.

12.4 The undertakings in this clause 12 are given for the benefit of Bacanora and each other member of the Bacanora Group.

## 13. RESTRICTIONS ON CONSORTIUM ARRANGEMENTS

13.1 Ganfeng confirms that, in relation to the Purpose, it is acting as principal and/or on behalf of the Ganfeng Parties and not as nominee, agent or broker for any other person, and that it will be responsible for its own costs whether incurred by it or any Ganfeng Party in connection with the Purpose and in complying with the terms of this agreement.

13.2 Notwithstanding any other provision of this agreement, Ganfeng undertakes to Bacanora (and to each member of the Bacanora Group) that:

13.2.1 neither Ganfeng nor any Ganfeng Party has entered into any agreement or arrangement (whether or not binding) to act in consortium or in concert with any other person or entity in connection with the Purpose on or before the date of this agreement; and

13.2.2 Ganfeng shall not, and shall procure that none of the Ganfeng Parties shall, without the prior written consent of Bacanora (to be given at Bacanora' absolute discretion), enter into any agreement or arrangement referred to in clause 13.2.1 or commence or continue any discussions with any third party in relation thereto.

## 14. RIGHTS OF THIRD PARTIES

14.1 Each of the Bacanora Parties and the Ganfeng Parties will be entitled to enforce the terms of this agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of this agreement.

14.2 The parties may vary or rescind this agreement without the consent of the persons referred to in clause 14.1 that are not a party.

14.3 Save as provided in clause 14.1, the parties do not intend that any term of this agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

**15. INDEMNITY**

15.1 Ganfeng shall indemnify and keep indemnified on demand and hold harmless Bacanora and each member of the Bacanora Group from and against all claims, proceedings, actions, losses, costs, expenses and damages (whether direct, indirect, economic and/or consequential) suffered or incurred by Bacanora and/or any member of the Bacanora Group arising out of or in connection with any breach of clause 8 by Ganfeng or any Ganfeng Group Undertaking.

15.2 Where Ganfeng or any other Ganfeng Group Undertaking is liable to make a payment under clause 15.1, such payment shall be made free and clear of all deductions or withholdings (including tax) in order that the net amount to be received by Bacanora and/or any member of the Bacanora Group will equal the full amount which would have been received and retained by it had no such deduction or withholding been made or levied.

**16. REMEDIES**

16.1 Ganfeng acknowledges and agrees that damages alone would not be an adequate remedy for breach of clauses 2, 4, 5, 6 and 12, by Ganfeng or any other Ganfeng Party. Accordingly, Bacanora (or any other member of the Bacanora Group) will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by Ganfeng or any other Ganfeng Party.

16.2 A delay in exercising or failure to exercise a right or remedy under or in connection with this agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or

18.5 Bacanora will be responsible for any breach of any of the terms of this agreement by any Bacanora Party.

**19. SEVERABILITY**

If any term of this agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this agreement and this will not affect the remainder of this agreement which will continue in full force and effect.

**20. NOTICE**

20.1 Subject to clause 20.6, any notice or other communication given under or in connection with this agreement will be in writing and in the English language, marked for the attention of the specified representative of the party to be given the notice and:

20.1.1 sent to that party's address by pre-paid mail delivery service providing guaranteed next working day delivery and proof of delivery;

20.1.2 delivered to or left at that party's address (but not, in either case, by one of the methods set out in clause 20.1.1); or

20.1.3 sent by e-mail to that party's e-mail address.

20.2 The address, representative and e-mail address for each party are set out below and may be changed by that party giving at least seven Business Days' notice in accordance with this clause 20.

| **Bacanora** | **Ganfeng** |
|---|---|
| 4 More London Riverside<br>London<br>SE1 2AU<br>England | Room 912, 9/F.<br>Hollywood Plaza<br>610 Nathan Road<br>Mong Kok<br>Kowloon<br>Hong Kong |



20.3 Any notice or communication given in accordance with clause 20.1 will be deemed to have been served:

20.3.1 if given by pre-paid mail delivery service as set out in clause 20.1.1, at 9.00 am on the second Business Day after the date of posting;

20.3.2 if given as set out in clause 20.1.2, at the time the notice or communication is delivered to or left at that party's address; and

20.3.3 if given by e-mail as set out in clause 20.1.3, at the time of transmission (unless the sender receives notification that the e-mail has not been delivered successfully),

provided that if a notice or communication is deemed to be served before 9.00 am on a Business Day it will be deemed to be served at 9.00 am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00 pm on a Business Day it will be deemed to be served at 9.00 am on the immediately following Business Day.

20.4 For the purposes only of this clause 20, references in the case of service of notice on Ganfeng to time of day are to the time of day at the address of Ganfeng as referred to in clause 20.2.

20.5 To prove service of a notice or other communication it will be sufficient to prove that the provisions of clause 20.1 were complied with.

20.6 This clause 20 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

**21. ENTIRE AGREEMENT**

21.1 This agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

21.1.1 Ganfeng has not entered into this agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by Bacanora or any other Bacanora Party and whether made to Ganfeng or any other Ganfeng Party) which is not expressly set out in this agreement; and

21.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this agreement and which is set out in this agreement will be for breach of contract;

21.1.3 nothing in this clause 21 will be interpreted or construed as limiting or excluding the liability of any Bacanora Party or any Ganfeng Party for fraud or fraudulent misrepresentation.

**22. GOVERNING LAW AND JURISDICTION**

22.1 This agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

22.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this agreement (including in relation to any non-contractual obligations).

**23. PROCESS AGENT**

23.1 Ganfeng appoints the following person as its agent in the United Kingdom to accept the service of process in any legal action or proceedings arising out of this agreement ("**Process Agent**"):

Name: Teacher Stern LLP

Address: 37-41 Bedford Row, London WC1R 4JH [redacted]

23.2 Ganfeng must notify Bacanora of:

23.2.1 any change of address of the Process Agent no later than five Business Days prior to the date of such a change; and

23.2.2 (if relevant) the fact that the Process Agent ceases to have an address within the United Kingdom, in which case Ganfeng must appoint a new Process Agent and notify Bacanora in writing within five Business Days of the date of the appointment of the new Process Agent.

**SIGNED BY** or on behalf of the parties on the date stated at the beginning of this agreement.

Signed by [redacted] )
_____ )
for and on behalf of )
**BACANORA LITHIUM PLC** )



Signature of director

Signed by **GFL INTERNATIONAL** )
**CO., LIMITED** a company )
incorporated in the People's Republic of China )
and acting by _____ )
being a person who, in accordance with the )
laws of that territory, is acting under the )
authority of such company )

Authorised signatory

Signed by )
_____ )
for and on behalf of )
**BACANORA LITHIUM PLC** )

Signature of director

Signed by **GFL INTERNATIONAL** )
**CO., LIMITED** a company )
incorporated in the People's Republic of China )
and acting by [redacted] )
being a person who, in accordance with the )
laws of that territory, is acting under the )
authority of such company )



Authorised signatory