

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme MetalsTech Limited

ACN/ARSN 612 100 4646

1. Details of substantial holder (1)Name Minerva Investment Company Limited (**Minerva**) and Xiaowu Li

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 30/08/2024**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 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)
Ordinary shares (Shares)	35,267,985	35,267,985	17.92% based on 196,858,383 Shares

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 substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Minerva	Relevant interest under section 608(8)(a) of the Corporations Act 2001 (Cth) (Corporations Act), as a result of the execution of the share sale agreement dated 30 August 2024 between Minerva, Internazionale Consulting Pty Ltd and Gino D'Anna, and the share sale agreement dated 30 August 2024 between Minerva, Courchevel 1850 Pty Ltd at the Courchevel Investment Trust, and Nates Services Pty Ltd (attached as Annexure A).	35,267,985 Shares
Xiaowu Li	Relevant interest under section 608(3) of the Corporations Act, as a result of being the shareholder in Minerva.	

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
Minerva, Xiaowu Li	Gino D'Anna	Gino D'Anna	5,400,000 Shares
	Courchevel 1850 Pty Ltd (ACN 633 457 502) as trustee for the Courchevel Investment Trust (Courchevel)	Courchevel	11,000,000 Shares
	Nates Services Pty Ltd (ACN 631 022 51 (Nates))	Nates	18,867,985 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	
Minerva	30 August 2024	\$14,402,970	N/A	35,267,985 Shares
Xiaowu Li		N/A	N/A	

6. Associates

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

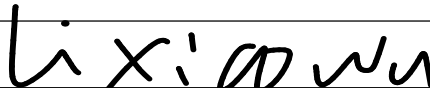
Name and ACN/ARSN (if applicable)	Nature of association
N/A	

7. Addresses

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

Name	Address
Minerva, Xiaowu Li	Flat E 3/F., Po Cheong Building, 148-154 Nam Cheong Street, Kowloon, Hong Kong

Signature

print name	Xiaowu Li	capacity	Substantial holder and authorised person
sign here		date	2 September 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
 - (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.
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Annexure A

This is Annexure A of 28 pages referred to in 'Form 603 - Notice of initial substantial' holder dated 14/08/2024. The attachments are true copies (subject only to redaction of personal information).

Signature

print name	Xiaowu Li	capacity	Substantial holder and authorised person
sign here		date	2 September 2024

SHARE SALE AGREEMENT

	Clause	Terms and Conditions
1.	Parties	<p>(a) The entities listed in item 1 of Schedule 1 (collectively, the Sellers); and</p> <p>(b) The entity listed in item 2 of Schedule 1 (Buyer).</p>
2.	Sale of Shares	<p>(a) The Sellers agrees to sell the shares listed in item 3 of Schedule 1 (Shares) to the Buyer and the Buyer agrees to buy the Shares from the Sellers on the terms and conditions contained in this Agreement.</p> <p>(b) Subject to approval of the Board of MetalsTech Limited ACN 612 100 464 (the Company) and payment of the Consideration to the Sellers, the Sellers agree to transfer to the Buyer the performance rights listed in item 4 of Schedule 1 (Performance Rights) and the Buyer agrees to receive the Performance Rights from the Sellers on the terms and conditions contained in this Agreement.</p>
3.	Consideration	A\$14,400,000 total cash consideration (Consideration), comprising of A\$14,192,000 for the purchase of the Shares subject to item 4 of Schedule 1 and A\$208,000 cash for the transfer of the Natres receivable in accordance with clause 5(d).
4.	Transfer Documents	<p>On Settlement and subject to payment of the Consideration, the Sellers must deliver to the Buyer:</p> <p>(a) the executed but undated registration forms transferring the Shares from the Sellers to the Buyer attached to this Agreement as Annexure 1; and</p> <p>(a) the Sellers share certificate in respect of the Shares and Performance Rights (if in the Sellers's possession),</p> <p>(together, the Transfer Documents).</p>
5.	Settlement	<p>Settlement of the sale and purchase of the Shares (Settlement) will occur on that date which is on or before December 17, 2024, or such other date as is agreed between the Buyer and the Sellers (Settlement Date).</p> <p>(b) At Settlement:</p> <p>(c) the Buyer must pay all of the Consideration in immediately available funds to the bank accounts nominated by the Sellers in clause 6 (less any amount paid pursuant to the Natres Deposit and Courchevel</p>

		<p>Deposit);</p> <p>(d) following confirmation of receipt of the Consideration, the Sellers must transfer to the Buyer the all of the Shares together with all rights attached to them; and</p> <p>(e) subject to payment of the Consideration, title to and risk in all of the Shares passes to the Buyer;</p> <p>(f) As soon as practical after Settlement, the Sellers must use all reasonable endeavours to transfer the Performance Rights to the Buyer, specifically, subject to approval of the board of the Company Limited and any other regulatory approval, the Sellers must transfer to the Buyers the executed but undated registration forms transferring the Performance Rights from the Sellers to the Buyer attached to this Agreement as Annexure 2.</p> <p>(g) At Settlement, the Buyer must pay to Natres A\$208,000 cash for the purchase of a A\$208,000 receivable that Natres is entitled to be paid by the Company pursuant to previous commercial arrangements between Natres and the Company up until Settlement Date, including any monetary interest Natres is entitled to receive from the Company pursuant to the termination of its services with the Company (Receivable) and Natres must provide the Buyer with a letter of assignment in this regard.</p> <p>(h) If Settlement does not occur on or before 17 December 2024 (the End Date), unless otherwise agreed by the parties, this Agreement will terminate and the parties will be released of their obligations under it, except those obligations expressed to survive termination.</p>
6.	Manner of Payment	<p>(a) For the purchase of 18,867,985 Shares and the Receivable from Natres for a sum of A\$3,698,577:</p> <p>Account Name: [REDACTED]</p> <p>Bank: [REDACTED]</p> <p>BSB: [REDACTED]</p> <p>Account: [REDACTED]</p> <p>(Natres Account)</p> <p>(b) For the purchase of 11,000,000 Shares from Courchevel for a sum of A\$10,701,423:</p> <p>Account Name: [REDACTED]</p>

		<p>Bank: [REDACTED]</p> <p>BSB: [REDACTED]</p> <p>Account: [REDACTED]</p> <p>(Courchevel Account)</p>
7.	Deposit	<p>(a) Within six (6) business days following the date of this Agreement, the Buyer will transfer the following funds to the Sellers:</p> <ul style="list-style-type: none"> i) A\$98,382 to the Natres Account (Natres Deposit); and ii) A\$301,619 to the Courchevel Account (Courchevel Deposit). <p>(b) The parties agree that the Natres Deposit and the Courchevel Deposit are a non-refundable deposit in respect of the Consideration and if settlement does not occur before the End Date for any reason or the Natres Deposit and Courchevel Deposit is not paid pursuant to clause 7(a) of this Agreement, either party may terminate this Agreement and the parties are thereafter released from their obligations under this Agreement and the Sellers will be entitled to retain the Natres Deposit and the Courchevel Deposit.</p>
8.	Post Settlement	<p>(a) Each Party must do all things necessary to give full effect to the transactions contemplated by this Agreement.</p> <p>(b) If title to the Shares is not capable of being transferred to the Buyer by the Sellers at Settlement, then from Settlement the Sellers shall hold the Shares on trust for the Buyer and deal with the rights attaching to the Shares at the Buyer's sole and exclusive direction.</p> <p>(c) Unless and until this Agreement comes to an end pursuant to clause 5(h), Natres (or any of its related parties as defined by the <i>Corporations Act 2001</i>) will not seek any payments from the Company.</p> <p>(d) The Sellers shall use all reasonable endeavors to terminate all commercial dealings or arrangements with the Company or any of its subsidiaries no later than ten (10) business days after Settlement, on terms acceptable to the Sellers which are expected to include, where relevant, a deed of settlement and release for the Sellers and any other termination provisions consistent with the outstanding terms governing the services arrangement</p>

		between the Company and the Sellers as of the date of this Agreement.
9.	Warranties	<p>(a) The Sellers represents and warrants to the Buyer at the time of signing this Agreement and again at Settlement (as a separate warranty) as follows:</p> <ul style="list-style-type: none"> a. They are the owner of the Shares free of all encumbrances, other third-party rights and there are no outstanding or contingent options, contracts, calls, pre-emptive rights, first refusals, commitments, rights or demands of any kind relating to the Shares; b. The Sellers have taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms and has full power to enter into and perform its obligations under this Agreement; c. The execution, delivery and performance by the Sellers of this Agreement comply with: <ul style="list-style-type: none"> i. any applicable companies law; ii. the constitution or other constituent documents of the Sellers, if any; and iii. any encumbrance which is binding on the Sellers, d. The Sellers have not gone into liquidation or insolvency or passed a winding up resolution or received a deregistration notice under any applicable companies' law; e. The Sellers is not the subject of any petition or other process for winding up, writ of execution or process for the appointment of a receiver or receiver and manager of any part of the undertaking or assets of the Sellers and there are no circumstances justifying any of the foregoing; f. As at the date of this Agreement, to the best of the Sellers knowledge, the outstanding and issued shares of the Company is consistent with the Company's disclose on the ASX dated 13 August 2024; g. As at the date of this Agreement, to the best of the Sellers knowledge, the Company and each of

		<p>its subsidiaries are duly incorporated and validly exists under the law of its place of incorporation and have not gone into liquidation or insolvency or passed a winding up resolution or received a deregistration notice under any applicable companies' law;</p> <p>h. As at the date of this Agreement, to the best of the Sellers knowledge, the Company has disclosed by way of public ASX announcements, that through its respective subsidiaries, it is the legal and beneficial owner of the Sturec Gold Project in Slovakia (Sturec);</p> <p>i. As at the date of this Agreement, to the best of the Sellers knowledge, the Company has not directly or indirectly disposed of or dealt with any of the Sturec concessions or entered into any agreement or option to dispose of or deal with any of the concessions at a valuation lower than US\$81 million; and</p> <p>j. For the purpose herein, the Company shall be deemed to include any of its subsidiaries, including Ortac s.r.o. and Ortac Resources (UK) Limited.</p> <p>(b) The Buyer represents and warrants to the Sellers at the time of signing this Agreement and again at Settlement (as a separate warranty) as follows:</p> <p>a. (Corporations Act): the purchase of Shares pursuant this Agreement will not cause the Buyer to breach any provision of the <i>Corporations Act 2001</i>;</p> <p>b. (Focus): the Buyer has not and will not purchase any other shares in the Company (Other Shares) without first completing the acquisition of all of the Shares under this Agreement, or, without completing the purchase of Other Shares contemporaneous with the purchase of all of the Shares under this Agreement;</p> <p>c. (Due Diligence): it is satisfied with its due diligence of the Company and Sturec;</p> <p>d. (Incorporation): it is validly incorporated, organised and subsisting in accordance with the</p>
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		<p>laws of its place of incorporation;</p> <p>e. (Power and capacity) it has full power and capacity to enter into and perform its obligations under this Agreement;</p> <p>f. (Corporate authorisations) all necessary authorisations for the execution, delivery and performance by it of this Agreement in accordance with its terms have been obtained;</p> <p>g. (No legal impediment) its execution, delivery and performance of this Agreement 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;</p> <p>h. (Binding obligations): this Agreement constitutes legal, valid and binding obligations and is enforceable in accordance with its terms; and</p> <p>i. (No trust) it enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person.</p>
10.	Early Termination	The Buyer may terminate this Agreement by sending a notice to the Sellers at any time.
11	Duty and GST	Clause not used.
12	Confidentiality	Each of the Parties agrees to keep the terms and conditions of this Agreement confidential and will not, except to their relevant advisers or as required by law, including the rules of any stock exchange, disclose the terms and conditions of this agreement to any third party without the prior written consent of the other Party.
13	Entire Agreement	This Agreement embodies the entire agreement between the Parties and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter of any term of this Agreement.
14	Variation	No modification or alteration of the terms of this agreement shall be binding unless made in writing dated subsequent to the date of this agreement and duly executed by the Parties.
15	Binding Effect	The Parties agree to be legally bound by and to implement and give effect to the terms of each obligation under this Agreement.
16	Governing Law	This Agreement is governed by the laws of Western Australia. The Parties agree to submit to the non-exclusive jurisdiction of the

		Courts of Western Australia and the Courts which hear appeals from those Courts.
17	Counterparts	This Agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A Party who has executed a counterpart of this Agreement may deliver it to, or exchange it with, another party by emailing a pdf (portable document format) copy of the executed counterpart to that other Party.

SCHEDULE 1 – SELLERS, BUYER, SHARES & PERFORMANCE RIGHTS

1. Sellers

Name	Contact details
Courchevel 1850 Pty Ltd (ACN 633 457 502) as trustee for the Courchevel Investment Trust (Courchevel); and Natres Services Pty Ltd (ACN 631 022 510) (Natres)	[REDACTED]

2. Buyer

Name	Contact details
Minerva investment company Limited	Xiaowu Li FLAT E 3/F., PO CHEONG BUILDING, 148-154 NAM CHEONG STREET, KOWLOON, HONG KONG

3. Shares

18,867,985 fully paid ordinary shares in the capital of the Company held by Natres Services Pty Ltd; and

11,000,000 fully paid ordinary shares in the capital of the Company held by Courchevel 1850 Pty Ltd on behalf of the Courchevel Investment Trust.

4. Performance Rights

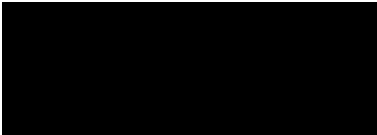
2,500,000 class 6 performance rights in the capital of the Company held by Courchevel 1850 Pty Ltd and any additional performance rights in the capital of the Company held by the Sellers and/or any of its related parties as defined by the *Corporations Act 2001* (unless otherwise waived by the Buyer), provided if such performance rights vest and are converted to fully paid ordinary shares in the Company prior to Settlement, such shares shall be included in the Shares and no additional consideration other than the Consideration shall be payable.

EXECUTED as an agreement on 30 August 2024.

EXECUTED by NATRES SERVICES PTY LTD)

ACN 631 022 510)

in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

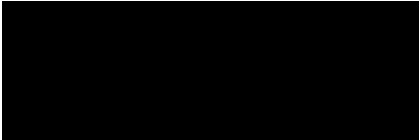


Fiona Paterson
Name of sole director

EXECUTED by COURCHEVEL 1850 PTY LTD)

ACN 633 457 502 AS TRUSTEE FOR THE)
COURCHEVEL INVESTMENT TRUST)

in accordance with section 127 of the)
Corporations Act 2001 (Cth):)



Fiona Paterson
Name of sole director

EXECUTED by Minerva investment company)
Limited)

in accordance with section 127(3) of the)
Companies Ordinance (Cap 622) :

Li Xiaowu

Xiaowu Li
Name of sole director

ANNEXURE 1 - STANDARD TRANSFER FORMS - SHARES

FULL NAME OF COMPANY OR CORPORATION		MetalsTech Limited (ACN 612 100 464)
PLACE OF REGISTRATION		Western Australia
DESCRIPTION OF SECURITIES	CLASS	Ordinary fully paid
	REGISTER	Share
QUANTITY		18,867,985
FULL NAME(S) OF TRANSFEROR(S) (SELLERS(S))		Natres Services Pty Ltd (ACN 631 022 510)
CONSIDERATION		A\$3,490,577
DATE OF PURCHASE		
FULL NAME(S) OF TRANSFEREE (BUYER)		Minerva investment company Limited
FULL POSTAL ADDRESS OF TRANSFEREE (BUYER)		FLAT E 3/F., PO CHEONG BUILDING, 148-154 NAM CHEONG STREET, KOWLOON, HONG KONG
<p>We the above named transferor(s) (Sellers(s)) for the above consideration do hereby transfer to the above named transferee(s) (buyer(s)) (hereinafter called the Buyer(s)) the securities as specified above standing in my/our name(s) in the books of the above named Company, subject to the several conditions on which we hold the same at the time of signing this transfer and we the Buyer(s) do hereby agree to accept the said securities subject to the same conditions and to become a member of the Company and be bound, upon being registered as the holder of the securities, by the Company's Constitution (if any). To the extent this transfer is signed under a power of attorney, we have not received any notice of revocation of the power of attorney by death of the grantor or otherwise, under which this transfer is signed.</p>		
TRANSFEREE BUYER	<p>EXECUTED by Minerva) investment company Limited) in accordance with section 127(3)) of the <i>Companies Ordinance</i>) (Cap 622):) _____ Signature of director Xiaowu Li _____ Name of sole director</p>	
DATE SIGNED	/ / 2024	
TRANSFEROR SELLERS	<p>EXECUTED by NATRES SERVICES) PTY LTD (ACN 631 022 510)))</p>	

	<p>in accordance with section 127 of) the <i>Corporations Act 2001</i> (Cth):</p> <p>Fiona Paterson Name of sole director</p>
DATE SIGNED	/ / 2024

FULL NAME OF COMPANY OR CORPORATION		MetalsTech Limited (ACN 612 100 464)
PLACE OF REGISTRATION		Western Australia
DESCRIPTION OF SECURITIES	CLASS	Ordinary fully paid
	REGISTER	Share
QUANTITY		11,000,000
FULL NAME(S) OF TRANSFEROR(S) (SELLERS(S))		Courchevel 1850 Pty Ltd (ACN 633 457 502) as trustee for the Courchevel Investment Trust
CONSIDERATION		A\$10,701,423
DATE OF PURCHASE		
FULL NAME(S) OF TRANSFEREE (BUYER)		Minerva investment company Limited
FULL POSTAL ADDRESS OF TRANSFEREE (BUYER)		FLAT E 3/F., PO CHEONG BUILDING, 148-154 NAM CHEONG STREET, KOWLOON, HONG KONG
<p>We the above named transferor(s) (Sellers(s)) for the above consideration do hereby transfer to the above named transferee(s) (buyer(s)) (hereinafter called the Buyer(s)) the securities as specified above standing in my/our name(s) in the books of the above named Company, subject to the several conditions on which we hold the same at the time of signing this transfer and we the Buyer(s) do hereby agree to accept the said securities subject to the same conditions and to become a member of the Company and be bound, upon being registered as the holder of the securities, by the Company's Constitution (if any). To the extent this transfer is signed under a power of attorney, we have not received any notice of revocation of the power of attorney by death of the grantor or otherwise, under which this transfer is signed.</p>		
TRANSFEREE BUYER	<p>EXECUTED by Minerva) investment company Limited) in accordance with section 127(3)) of the <i>Companies Ordinance</i>) (Cap 622):)</p> <p>_____ Signature of sole director</p> <p>Xiaowu Li _____ Name of sole director</p>	
DATE SIGNED	/ / 2024	
TRANSFEROR SELLERS	<p>EXECUTED by COURCHEVEL 1850) PTY LTD (ACN 633 457 502)))) in accordance with section 127 of)</p>	

	<p>the <i>Corporations Act 2001</i> (Cth):</p> <p>Fiona Paterson</p> <hr/> <p>Name of sole director</p>
DATE SIGNED	/ / 2024

ANNEXURE 2 - STANDARD TRANSFER FORM – PERFORMANCE RIGHTS

FULL NAME OF COMPANY OR CORPORATION		MetalsTech Limited (ACN 612 100 464)
PLACE OF REGISTRATION		Western Australia
DESCRIPTION OF SECURITIES	CLASS	Class 6 performance rights
	REGISTER	Share
QUANTITY		2,500,000
FULL NAME(S) OF TRANSFEROR(S) (SELLERS(S))		Courchevel 1850 Pty Ltd (ACN 633 457 502) as trustee for the Courchevel Investment Trust
CONSIDERATION		
DATE OF PURCHASE		
FULL NAME(S) OF TRANSFEREE (BUYER)		Minerva investment company Limited
FULL POSTAL ADDRESS OF TRANSFEREE (BUYER)		FLAT E 3/F., PO CHEONG BUILDING, 148-154 NAM CHEONG STREET, KOWLOON, HONG KONG

We the above named transferor(s) (Sellers(s)) for the above consideration do hereby transfer to the above named transferee(s) (buyer(s)) (hereinafter called the Buyer(s)) the securities as specified above standing in my/our name(s) in the books of the above named Company, subject to the several conditions on which we hold the same at the time of signing this transfer and we the Buyer(s) do hereby agree to accept the said securities subject to the same conditions and to become a member of the Company and be bound, upon being registered as the holder of the securities, by the Company's Constitution (if any). To the extent this transfer is signed under a power of attorney, we have not received any notice of revocation of the power of attorney by death of the grantor or otherwise, under which this transfer is signed.

TRANSFEREE BUYER	<p>EXECUTED by Minerva)</p> <p>investment company Limited)</p> <p>in accordance with section 127(3))</p> <p>of the <i>Companies Ordinance</i>)</p> <p>(Cap 622):)</p>
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	<p>Signature of sole director</p> <p>Xiaowu Li</p> <hr/> <p>Name of sole director</p>
DATE SIGNED	/ / 2024
TRANSFEROR SELLERS	<p>EXECUTED by COURCHEVEL 1850)</p> <p>PTY LTD (ACN 633 457 502))</p> <p>)</p> <p>in accordance with section 127 of)</p> <p>the <i>Corporations Act 2001</i> (Cth):</p> <p>Fiona Paterson</p> <hr/> <p>Name of sole director</p>
DATE SIGNED	/ / 2024

SHARE SALE AGREEMENT

	Clause	Terms and Conditions
1.	Parties	The party listed in item 1 of Schedule 1 (Seller); The entity listed in item 2 of Schedule 2 (Internazionale); and The entity listed in item 3 of Schedule 1 (Buyer).
2.	Sale of Shares	(a) The Seller agrees to sell the shares listed in item 3 of Schedule 1 (Shares) to the Buyer and the Buyer agrees to buy the Shares and the Performance Rights from the Seller on the terms and conditions contained in this Agreement. (b) Subject to approval of the Board of MetalsTech Limited ACN 612 100 464 (the Company) and payment of the Consideration to the Seller, the Seller agrees to transfer to the Buyer the performance rights listed in item 4 of Schedule 1 (Performance Rights) and the Buyer agrees to receive the Performance Rights from the Seller on the terms and conditions contained in this Agreement.
3.	Consideration	A\$5,000,000 in immediately available funds (Consideration), comprised of A\$4,345,000 for the consideration for the Shares and Performance Rights, subject to item 4 of Schedule 1 and A\$655,000 for the consideration for the Receivable under the deed of transfer in accordance with clause 8.
4.	Transfer Documents	On Settlement, the Seller must deliver to the Buyer: (a) the executed but undated registration forms transferring the Shares from the Seller to the Buyer attached to this Agreement as Annexure 1; (b) subject to approval of the Board of the Company and any other regulatory approval, the executed but undated registration forms transferring the Performance Rights from the Seller to the Buyer attached to this Agreement as Annexure 2; (c) a copy of this executed Agreement; and (d) the Seller's share certificate in respect of the Shares and Performance Rights (if in the Seller's possession), (together, the Transfer Documents).
5.	Settlement	(a) Settlement of the sale and purchase of the Shares (Settlement) will occur on that date which is on or before December 17, 2024 (End Date) or such other

		<p>date as is agreed between the Buyer and the Seller (Settlement Date).</p> <p>(b) At Settlement:</p> <p>(i) the Buyer must pay A\$4,195,000 in immediately available funds to the bank accounts nominated by the Seller in clause 6;</p> <p>(ii) following confirmation of receipt of the Consideration, the Seller must transfer to the Buyer the Shares together with all rights attached to them; and</p> <p>(iii) subject to payment of the Consideration, title to and risk in the Shares passes to the Buyer;</p> <p>(c) As soon as practical after Settlement, the Seller must use all reasonable endeavours to transfer the Performance Rights to the Buyer.</p> <p>(d) At Settlement, the Buyer must pay to Internazionale A\$655,000 in immediately available funds for the purchase of the receivable that Internazionale is entitled to be paid by the Company pursuant to previous commercial arrangements between Internazionale and the Company up until Settlement Date, including any monetary interest Internazionale is entitled to receive from the Company pursuant to the termination of its services with the Company (Receivable) and Internazionale must provide the Buyer with a letter of assignment in this regard.</p> <p>(e) If Settlement does not occur on or before End Date, unless otherwise agreed by the parties, this Agreement will terminate and the parties will be released of their obligations under it, except those obligations expressed to survive termination.</p>
6.	Manner of Payment	<p>The Consideration shall be paid to</p> <p>Account Name: [REDACTED]</p> <p>Bank: [REDACTED]</p> <p>BSB: [REDACTED]</p> <p>Account: [REDACTED]</p> <p>(Account); and</p> <p>Account Name: [REDACTED]</p> <p>Bank: [REDACTED]</p>

		BSB: [REDACTED] Account: [REDACTED] (Internazionale Account)
7.	Deposit	<p>(a) Within six (6) business days following the date of execution of this Agreement, the Buyer will transfer A\$150,000 to the Account (Deposit).</p> <p>(b) The parties agree that the Deposit is a non-refundable deposit in respect of the Consideration and if settlement does not occur before the End Date for any reason or the Deposit is not paid pursuant to clause 7(a) of this Agreement, either party may terminate this Agreement and the parties are thereafter released from their obligations under this Agreement and the Seller will be entitled to retain the Deposit.</p>
8.	Post Settlement	<p>(a) Each Party must do all things necessary to give full effect to the transactions contemplated by this Agreement.</p> <p>(b) If title to the Shares is not capable of being transferred to the Buyer by the Sellers at Settlement, then from Settlement the Sellers shall hold the Shares on trust for the Buyer and deal with the rights attaching to the Shares at the Buyer's sole and exclusive direction.</p> <p>(c) Unless and until this Agreement comes to an end pursuant to clause 5(e), Internazionale (or any of its related parties as defined by the <i>Corporations Act 2001</i>) will not seek any payments from the Company.</p> <p>(d) The Seller and Internazionale shall each use all reasonable endeavors to terminate all commercial dealings or arrangements with the Company or any of its subsidiaries no later than ten (10) business days after Settlement, on terms acceptable to the Seller or Internazionale, as applicable, which are expected to include, where relevant, a deed of settlement and release for the Seller or Internazionale, as applicable, and any other termination provisions consistent with the outstanding terms governing the services arrangement between the Company and/or Internazionale as of the date of this Agreement.</p>
9.	Seller's Warranties	<p>(a) The Seller represents and warrants to the Buyer at the time of signing this Agreement and again at Completion (as a separate warranty) as follows:</p>

		<ul style="list-style-type: none">a. The Seller is the owner of the Shares free of all encumbrances, other third-party rights and there are no outstanding or contingent options, contracts, calls, pre-emptive rights, first refusals, commitments, rights or demands of any kind relating to the Shares.b. The Seller has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms and has full power to enter into and perform its obligations under this Agreement.c. The Seller has not gone into liquidation or insolvency or passed a winding up resolution or received a deregistration notice under any applicable companies' law.d. The Seller is not the subject of any petition or other process for winding up, writ of execution or process for the appointment of a receiver or receiver and manager of any part of the undertaking or assets of the Seller and there are no circumstances justifying any of the foregoing.e. As at the date of this Agreement, to the best of the Seller's knowledge, the outstanding and issued shares of the Company is consistent with the Company's disclosure on the ASX dated 13 August 2024.f. As at the date of this Agreement and to the best of the Seller's knowledge, the Company and each of its subsidiaries are duly incorporated and validly exists under the law of its place of incorporation and have not gone into liquidation or insolvency or passed a winding up resolution or received a deregistration notice under any applicable companies' law.g. As at the date of this Agreement and to the best of the Seller's knowledge, the Company has disclosed by way of public ASX announcements, that through its respective subsidiaries, it is the legal and beneficial owner of the Sturec Gold Project in Slovakia.h. As at the date of this Agreement and to the best
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		<p>of the Seller’s knowledge, the Company has not directly or indirectly disposed of or dealt with any of the mining concessions of the Company or entered into any agreement or option to dispose of or deal with any of the concessions at a valuation lower than US\$81 million.</p> <p>i. For the purpose herein, the Company shall be deemed to include any of its subsidiaries, including Ortac s.r.o. and Ortac Resources (UK) Limited.</p> <p>(b) The Seller represents and warrants to the Buyer at the time of signing this Agreement and again at Completion (as a separate warranty), that the execution, delivery and performance by the Seller of this Agreement comply with:</p> <p>a. any applicable companies law;</p> <p>b. the constitution or other constituent documents of the Seller, if any; and</p> <p>c. any encumbrance which is binding on the Seller.</p> <p>(c) The Buyer represents and warrants to the Seller at the time of signing this Agreement and again at Settlement (as a separate warranty) as follows:</p> <p>a. (Corporations Act): the purchase of Shares pursuant this Agreement will not cause the Buyer to breach any provision of the Corporations Act 2001.</p> <p>b. (Focus): the Buyer has not and will not purchase any other shares in the Company (Other Shares) without first completing the acquisition of all of the Shares under this Agreement, or, without completing the purchase of Other Shares contemporaneous with the purchase of all of the Shares under this Agreement.</p> <p>c. (Other Sales): the Buyer would not seek the enforcement of the purchase of the Shares unless the Seller and his affiliate sell the remaining shares in the capital of the Company.</p> <p>d. (Due Diligence): it is satisfied with its due diligence of the Company and Sturec.</p> <p>e. (Incorporation): it is validly incorporated,</p>
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		<p>organised and subsisting in accordance with the laws of its place of incorporation.</p> <p>f. (Power and capacity): it has full power and capacity to enter into and perform its obligations under this Agreement.</p> <p>g. (Corporate authorisations): all necessary authorisations for the execution, delivery and performance by it of this Agreement in accordance with its terms have been obtained.</p> <p>h. (No legal impediment): its execution, delivery and performance of this Agreement 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.</p> <p>i. (Binding obligations): this Agreement constitutes legal, valid and binding obligations and is enforceable in accordance with its terms. and</p> <p>j. (No trust): it enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person.</p>
10.	Early Termination	The Buyer may terminate this Agreement by sending a notice to the Seller at any time.
11	Duty and GST	Clause not used.
12	Confidentiality	Each of the Parties agrees to keep the terms and conditions of this Agreement confidential and will not, except to their relevant advisers or as required by law, including the rules of any stock exchange, disclose the terms and conditions of this Agreement to any third party without the prior written consent of the other Party.
13	Entire Agreement	This Agreement embodies the entire agreement between the Parties and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter of any term of this Agreement.
14	Variation	No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.
15	Binding Effect	The Parties agree to be legally bound by and to implement and give effect to the terms of each obligation under this Agreement.
16	Governing Law	This Agreement is governed by the laws of Western Australia. The

		Parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Courts which hear appeals from those Courts.
17	Counterparts	This Agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A Party who has executed a counterpart of this Agreement may deliver it to, or exchange it with, another party by emailing a pdf (portable document format) copy of the executed counterpart to that other Party.

SCHEDULE 1 – SELLER, BUYER, SHARES & PERFORMANCE RIGHTS

1. Seller

Name	Contact details
Gino D’Anna	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

2. Internatzionale

Name	Contact details
Internatzionale Consulting Pty Ltd.	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

3. Buyer

Name	Contact details
Minerva investment company Limited	Xiaowu Li FLAT E 3/F., PO CHEONG BUILDING, 148-154 NAM CHEONG STREET, KOWLOON, HONG KONG

4. Shares

5,400,000 fully paid ordinary shares in the capital of the Company held by the Seller, if however, the Buyer is deemed to have acquired more than 20% of the voting power of the Company as a result of the transactions herein, the number of Shares shall be reduced to a number so that the Buyer would not acquire more than 20% of the voting power of the Company. For avoidance of doubt, the Consideration would remain unchanged upon the adjustment of the number of the Shares, if any.

5. Performance Rights

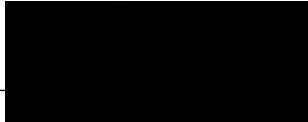
2,500,000 class 6 performance rights and any additional performance rights (unless otherwise waived by the Buyer) in the capital of the Company held by the Seller and/or any of its affiliates, provided if such performance rights vest and are converted to fully paid ordinary shares in the Company prior to Completion, such shares shall be included in the Shares and no additional consideration other than the Consideration shall be payable.

EXECUTED as an agreement on August 30, 2024.

EXECUTED by Gino D'Anna)

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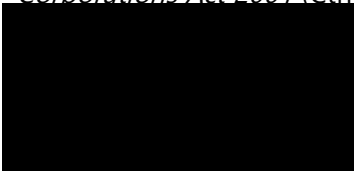
EXECUTED by Internazionale Consulting)

Pty Ltd.)

ACN)

in accordance with section 127 of the)

Corporations Act 2001 (Cth):)



Name of director

EXECUTED by Minerva investment company)

Limited

Li Xiaowu

in accordance with section 127(3) of the)

Companies Ordinance (Cap 622):)

Signature of sole director

Xiaowu Li

Name of sole director

ANNEXURE 1 - STANDARD TRANSFER FORMS - SHARES

FULL NAME OF COMPANY OR CORPORATION		MetalsTech Limited (ACN 612 100 464)
PLACE OF REGISTRATION		Western Australia
DESCRIPTION OF SECURITIES	CLASS	Ordinary fully paid
	REGISTER	Share
QUANTITY		5,400,000
FULL NAME(S) OF TRANSFEROR(S) (SELLER(S))		Gino D'Anna
CONSIDERATION		A\$2,970,000
DATE OF PURCHASE		
FULL NAME(S) OF TRANSFEREE (BUYER)		Minerva investment company Limited
FULL POSTAL ADDRESS OF TRANSFEREE (BUYER)		FLAT E 3/F., PO CHEONG BUILDING, 148-154 NAM CHEONG STREET, KOWLOON, HONG KONG
<p>We the above named transferor(s) (seller(s)) for the above consideration do hereby transfer to the above named transferee(s) (buyer(s)) (hereinafter called the Buyer(s)) the securities as specified above standing in my/our name(s) in the books of the above named Company, subject to the several conditions on which we hold the same at the time of signing this transfer and we the Buyer(s) do hereby agree to accept the said securities subject to the same conditions and to become a member of the Company and be bound, upon being registered as the holder of the securities, by the Company's Constitution (if any). To the extent this transfer is signed under a power of attorney, we have not received any notice of revocation of the power of attorney by death of the grantor or otherwise, under which this transfer is signed.</p>		
TRANSFEREE BUYER	<p>EXECUTED by Minerva) investment company Limited) in accordance with section 127(3)) of the <i>Companies Ordinance</i>) (Cap 622):)</p> <p>_____ Signature of director</p> <p>_____ Name of director</p>	
DATE SIGNED	/ / 2024	
TRANSFEROR SELLER	<p>EXECUTED by Gino D'Anna) SELLER)</p>	

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DATE SIGNED	/ / 2024

ANNEXURE 2 - STANDARD TRANSFER FORM – PERFORMANCE RIGHTS

FULL NAME OF COMPANY OR CORPORATION		MetalsTech Limited (ACN 612 100 464)
PLACE OF REGISTRATION		Western Australia
DESCRIPTION OF SECURITIES	CLASS	Class 6 performance rights
	REGISTER	Share
QUANTITY		2,500,000
FULL NAME(S) OF TRANSFEROR(S) (SELLER(S))		Gino D'Anna
CONSIDERATION		A\$1,375,000
DATE OF PURCHASE		
FULL NAME(S) OF TRANSFEREE (BUYER)		Minerva investment company Limited
FULL POSTAL ADDRESS OF TRANSFEREE (BUYER)		FLAT E 3/F., PO CHEONG BUILDING, 148-154 NAM CHEONG STREET, KOWLOON, HONG KONG
<p>We the above named transferor(s) (seller(s)) for the above consideration do hereby transfer to the above named transferee(s) (buyer(s)) (hereinafter called the Buyer(s)) the securities as specified above standing in my/our name(s) in the books of the above named Company, subject to the several conditions on which we hold the same at the time of signing this transfer and we the Buyer(s) do hereby agree to accept the said securities subject to the same conditions and to become a member of the Company and be bound, upon being registered as the holder of the securities, by the Company's Constitution (if any). To the extent this transfer is signed under a power of attorney, we have not received any notice of revocation of the power of attorney by death of the grantor or otherwise, under which this transfer is signed.</p>		
TRANSFEREE BUYER	<p>EXECUTED by Minerva) investment company Limited) in accordance with section 127(3)) of the <i>Companies Ordinance</i>) (Cap 622):)</p> <p>_____ Signature of director</p> <p>_____ Name of director</p>	
DATE SIGNED	/ / 2024	

TRANSFEROR SELLER	EXECUTED by Gino D'Anna)))) <hr/>
DATE SIGNED	/ / 2024