Dated 22 December **2025**

BAY SQUARE PACIFIC LTD

and

VAST RESOURCES PLC

and

THE SELLER SHAREHOLDERS

DEED OF CONTRIBUTION AND GUARANTEE IN RESPECT OF THE AGREEMENT FOR THE SALE AND PURCHASE OF THE ENTIRE ISSUED SHARE CAPITAL OF GULF INTERNATIONAL MINERALS LIMITED

CONTENTS

THIS AGREEMENT is dated 22 December 2025 and is made between:

(1) **BAY SQUARE PACIFIC LTD** (company registration number C161193) whose registered office is at Finsburey Management Services Ltd, 6th Floor, 62 ICT Avenue, The Core Cybercity, Ebene, Mauritius (the **Seller**);

(2) **VAST RESOURCES PLC** (company registration number 05414325) whose registered office is at 6th Floor 60 Gracechurch Street, London, United Kingdom, EC3V 0HR (the **Buyer**); and

(3) **THE SELLER SHAREHOLDERS**, each of whose names and addresses is set out in Schedule 1.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

In addition to terms defined elsewhere in this Agreement, the definitions and other provisions in Schedule 2 (*Definitions and interpretation*) apply, unless the context requires otherwise.

2. Contribution Undertaking

Subject to Completion, each of the Seller Shareholders and the Seller agrees (severally and not jointly and severally) with and for the benefit of each other and the Buyer that:

2.1 the consideration for the sale of the Sale Shares shall be satisfied by the Buyer allotting and issuing to (i) the Seller and (ii) the Seller Shareholders such number of Consideration Shares in accordance with the Seller Allocation set out in Schedule 1, which shall also determine the Agreed Proportions;

2.2 the Liability for each and any Relevant Claim will be borne by the Seller and each of the Seller Shareholders in the Agreed Proportions;

2.3 each of the Seller and the Seller Shareholders will pay its Agreed Proportion of each and any Relevant Claim to the Buyer in accordance with the terms of this Agreement and the Share Purchase Agreement; and

2.4 the Buyer agrees that it shall exclusively enforce any Relevant Claim, save where there is a valid claim for specific performance for failure to transfer the Sale Shares in accordance with clause 3.1 of the Share Purchase Agreement, against the Seller and the Seller Shareholders in the Agreed Proportions and each of the Seller and the Seller Shareholders shall bear the Liability for each Relevant Claim severally in the Agreed Proportions.

3. Conduct of Relevant Claims

3.1 If a Relevant Claim is made against a Seller Shareholder:

(a) that Seller Shareholder shall, as soon as practicable and in any event within seven (7) days of receiving notice of the Relevant Claim, provide written notice (the **Notice of Claim**) of the Relevant Claim to the other Seller Shareholders, including such particulars of the nature and amount of the Relevant Claim as are known to such Seller Shareholder;

(b) while the Relevant Claim remains outstanding, the Seller Shareholders shall consult and co-operate with each other in good faith in connection with avoiding, disputing, defending, mitigating, settling or compromising the Relevant Claim and the Seller Shareholders' Representative shall take such action in that regard as may be agreed by Seller Shareholders whose Agreed Proportions are more than 50% in aggregate; and

(c) each Seller Shareholder shall provide to the other Seller Shareholders, and to any legal professional advisers appointed to act on their behalf in accordance with clause 3.2, such information, assistance and access to premises, personnel or records within their control as may be reasonably necessary to deal with the Relevant Claim in accordance with the requirements of this clause 3.

3.2 If the Seller Shareholders wish to seek legal advice in relation to a Relevant Claim:

(a) the Seller Shareholders shall be represented by a single firm of solicitors appointed by the Seller Shareholders' Representative on behalf of the Seller Shareholders (unless acting for any of the Seller Shareholders would give rise to a conflict of interest on the part of such firm of solicitors, in which case such Seller Shareholders shall be entitled, at their own cost and expense, to appoint their own solicitors who shall communicate with the Buyer through the Seller Shareholders' Representative and the firm of solicitors appointed in accordance with clause 3.2(a)); and

(b) unless Sellers whose Relevant Proportions are more than 50% in aggregate otherwise agree, all communications with the claimant shall be made through the Seller Shareholders' Representative and the firm of solicitors appointed in accordance with clause 3.2(a).

4. Guarantee

4.1 In consideration of the Buyer entering into the Share Purchase Agreement, each of the Seller Shareholders severally (and not jointly and severally) guarantees to the Buyer, up to the amount of its Agreed Proportion only:

(a) the due and punctual performance, observance and discharge by the Seller of the Guaranteed Obligations when they become performable or due in accordance with the terms of the Share Purchase Agreement or (as the case may be) the relevant Transaction Document; and

(b) whenever the Seller does not pay any of the Guaranteed Obligations when due, to pay on demand the Guaranteed Obligations.

4.2 Each of the Seller Shareholders severally (and not jointly and severally) as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 4.1, agrees to indemnify the Buyer and keep the Buyer indemnified in full and on demand (up to the amount of its Agreed Proportion only) from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Buyer arising out of, or in connection with:

(a) the Seller's failure to perform or discharge any the Guaranteed Obligations; or

(b) any of the Guaranteed Obligations not being recoverable for any reason,

provided always that the aggregate liability of the Seller Shareholder's under this indemnity shall not exceed the amount that the Buyer is entitled to recover from the Seller (or would have been entitled to recover, had the relevant obligation been fully enforceable) in respect of the Guaranteed Obligations and that the liability of each Seller Shareholder shall not exceed its Agreed Proportion.

4.3 The Buyer shall not be obliged, before taking steps to enforce any of its rights and remedies under this Agreement, to:

(a) take any action or obtain judgment in any court against the Seller, the Seller Shareholders or any other person;

(b) make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Seller, the Seller Shareholders or any other person; or

(c) make demand, enforce or seek to enforce any claim, right or remedy against the Seller, the Seller Shareholders or any other person.

5. Sellers' Representative and Seller

5.1 Each Seller Shareholder acknowledges and agrees that the Seller Shareholders' Representative shall be appointed as the Seller Shareholders' Representative in the Share Purchase Agreement, pursuant to which any notice to be given under or for the purposes of this Agreement or the Share Purchase Agreement, to or by the Seller or any of the Seller Shareholders, shall be deemed to have been properly given if it is given to or by (as the case may be) the Seller Shareholders' Representative, following which the Seller Shareholders' Representative acknowledges and agrees to act in accordance with the provisions of clause 3 above.

5.2 Each of the Seller Shareholders undertakes, at the Seller Shareholders' Representative's request, to ratify any step taken or commitment made by the Seller Shareholders' Representative in accordance with this agreement or the Share Purchase Agreement.

5.3 Each of the Seller Shareholders undertakes, at Paul Fletcher's request, to ratify any step taken or commitment made by him in good faith as the sole shareholder of the Seller following completion in accordance with this agreement or the Share Purchase Agreement.

5.4 Each of the Seller Shareholders agree to indemnify Paul Fletcher in the Agreed Proportions for any Losses he or his estate may suffer for Tax arising in the Seller in his capacity as the sole shareholder of the Seller following Completion arising as a result of the Transaction or Reorganisation.

5.5 Each of the Seller Shareholders agree to indemnify Paul Fletcher in the Agreed Proportions for any Losses he or his estate may suffer from any claims by third parties for any step taken or commitment legally and properly made by him in good faith as the sole shareholder of the Seller following Completion in accordance with this Agreement or the Share Purchase Agreement.

6. Limitations of liability

6.1 Any claim against the Seller Shareholders under the Share Purchase Agreement or this Agreement (including, where so provided, a Tax Covenant Claim) shall be subject to the limitations and other provisions set out in the Share Purchase Agreement, and the Seller Shareholders shall only be liable for their Agreed Proportions of such Relevant Claims as limited or excluded by such provisions.

6.2 For the avoidance of doubt the liability of the Seller and each of the Seller Shareholders for any claim under the Share Purchase Agreement shall not exceed 50% of their Agreed Proportions of the Purchase Price actually received.

6.3 In respect of any Relevant Claim, the Seller or any Seller Shareholder may, in its sole discretion, elect to satisfy such Relevant Claim, or any part of it, by the transfer of such number of Consideration Shares held by the Seller or that Seller Shareholder to the Buyer (to be cancelled or held in treasury) having an aggregate Issue Price equal to the amount of the Relevant Claim, to be settled by the transfer of Consideration Shares.

6.4 Any claim against the Buyer under the Share Purchase Agreement or this Agreement shall be subject to the limitations and other provisions set out in the Share Purchase Agreement.

6.5 To the extent any Buyer Warranty Claims are settled by the issue of further Consideration Shares in accordance with clause 4.1 of the Share Purchase Agreement then the Seller and the Buyer shall procure these are allocated and issued in the Agreed Proportions between the Seller and Selling Shareholders directly.

7. Further assurances

7.1 Each party shall at its own cost (and shall use its reasonable endeavours to procure that any third parties shall) promptly execute and deliver such other documents in a form satisfactory to the party concerned, and take such other action, as may (in the reasonable opinion of the party concerned), be required to give to the others the full benefit of all the provisions of this Agreement.

7.2 Each Seller Shareholder agrees that it shall (as soon as reasonably practicable following Completion) make all relevant disclosures to the Buyer with regard to its holding of the Consideration Shares as at the time immediately following Completion in order to allow the Buyer to comply with its obligations under applicable laws and regulation (including, but not limited to, the AIM Rules).

8. Counterparts

8.1 This Agreement may be executed in any number of counterparts. Each counterpart, when duly exchanged or delivered, is an original, but the counterparts together are one and the same agreement.

8.2 Any counterpart may take the form of an electronic copy of this Agreement and that counterpart:

(a) will be treated as an original counterpart;

(b) is sufficient evidence of the execution of the original; and

(c) may be produced in evidence for all purposes in place of the original.

8.3 Transmission of an executed counterpart document or a document using a web-based e-signature platform such as DocuSign shall take effect in the same manner as the transmission of a wet ink counterpart document or document.

9. Agreement binding

This Agreement shall be binding on and shall enure for the benefit of the successors in title and personal representatives of each party.

10. Assignment

10.1 Save as provided in clause 10.2 below, none of the parties shall be entitled to assign, novate, grant any security interest over, hold on trust or otherwise transfer the obligations, rights or benefit of the whole or any part of this Agreement without the prior written consent of the other parties.

10.2 Subject to any assignment not increasing any liability or creating a liability which would not otherwise have existed for the Seller, the Seller Shareholders or the Buyer (as the case may be), the benefit of any rights under this Agreement shall be freely assignable in whole or in part:

(a) by the Buyer:

(i) to any Buyer's Assignee for so long as the Buyer's Assignee remains a member of the Buyer's Group and the Buyer shall procure that the Buyer's Assignee assigns any rights assigned to it in accordance with this clause 10.2(a) back to the Buyer or another member of the Buyer's Group before the Buyer's Assignee ceases to be a member of the Buyer's Group; or

(ii) to any bank or financial institution by way of security for the purposes of or in connection with any thirdparty financing, refinancing or borrowings from time to time of the Buyer's Group; and

(b) by the Seller to any Seller's Assignee for so long as the Seller's Assignee remains a member of the Seller's Group and the Seller shall procure that the Seller's Assignee assigns any rights assigned to it in accordance with this clause 26.2(b) back to the Seller or another member of the Seller's Group before the Seller's Assignee ceases to be a member of the Seller's Group.

10.3 If there is an assignment by an Assignor of any of the rights under this Agreement in accordance with clause 10.2:

(a) the other party may discharge their obligations under this Agreement to the Assignor until they receive written notice of such assignment; and

(b) the assignee may enforce this Agreement as if it were named in this Agreement as the Assignor, but the Assignor shall remain liable for any obligations under this Agreement.

10.4 Any purported assignment or other action in contravention of this clause shall be void.

11. Rights of third parties

11.1 Save as provided in clause 11.2, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

11.2 The parties agree that certain provisions of this Agreement confer a benefit on their respective Related Undertakings, and that such provisions are intended to benefit, and be enforceable by, such Related Undertakings in their own right under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, under no circumstances shall any consent be required from any such Related Undertaking for the termination, rescission, amendment or variation of this Agreement, whether or not such termination, rescission, amendment or variation affects or extinguishes any such benefit or right.

12. Announcements and confidentiality

12.1 Subject to clause 12.2, no Announcement concerning the existence or content of this Agreement shall be made by any party (or any of its respective Related Undertakings) without the prior written approval of the other parties (such approval not to be unreasonably withheld or delayed).

12.2 Clause 12.1 does not apply to any Announcement if, and to the extent that, it is required to be made by the rules of any Relevant Authority to which the party (or any of its Related Undertakings) making the Announcement is subject, whether or not any of the same has the force of law, provided that any Announcement shall, so far as is practicable, be made after consultation with all other parties and after taking into account their reasonable requirements regarding the content, timing and manner of despatch of the Announcement in question.

12.3 Subject to clause 12.4, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement (and, in the case of the Seller and Seller Shareholders, as a result of their ownership of the Target Group Companies prior to Completion) which relates to:

(a) the subject matter and provisions of this Agreement;

(b) the negotiations relating to this Agreement; and/or

(c) all other parties and/or their Related Undertakings.

12.4 The Buyer does not have to keep confidential or restrict its use of information related to any Target Group Company after Completion.

12.5 A party may disclose information which would otherwise be confidential if and to the extent:

(a) required by the law of any relevant jurisdiction;

(b) required by any Relevant Authority or Tax Authority to which the party (or any of its Related Undertakings) making the disclosure is subject, whether or not such requirement has the force of law;

(c) required to vest the full benefit of this Agreement in any party;

(d) disclosure is made to its Representatives, provided that any such is first informed of the confidential nature of the information and such Representative acts in accordance with the provisions of clause 12.3 as if it were a party hereto;

(e) the information has come into the public domain through no fault of that party; or

(f) the other parties have, given their prior written approval to the disclosure,

provided that any disclosure shall, so far as is practicable, be made only after consultation with the other parties.

13. Notices

13.1 A notice given under or in connection with this Agreement must be:

(a) in writing;

(b) in the English language; and

(c) sent by a Permitted Method to the Notified Address.

13.2 The Notified Address of each of the parties is as set out below:

Name of party	Address	Email Address	Marked for the attention of:
Buyer	c/o Arch Law Huckletree	[redacted]	Roy Tucker

Name of party	Address	Email Address	Marked for the attention of:
	Bishopsgate, 8 Bishopsgate, London, United Kingdom, EC2N 4BQ		
with copy to	Fasken Martineau LLP	[redacted]	[redacted]
Seller	Finsburey Management Services Ltd, 6th Floor, 62 ICT Avenue, The Core Cybercity, Ebene, Mauritius	[redacted]	Keevin / Sanjeev / Aroona at Finsburey / Andrew Prelea / Paul Fletcher
with copy to	Bird & Bird LLP	[redacted]	[redacted]
Seller Shareholders' Representative	6th Floor 60 Gracechurch Street, London, United Kingdom, EC3V 0HR	[redacted]	Andrew Prelea / Paul Fletcher

or such other Notified Address as any party may, by notice to the others, substitute for their Notified Address set out above.

14. <u>Governing law</u>

14.1 This Agreement and any non-contractual obligations connected with it shall be governed by English law.

14.2 The parties irrevocably agree that all disputes arising under or in connection with this Agreement, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Agreement, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law.

15. <u>Arbitration</u>

15.1 Any claim, dispute or difference arising out of or in connection with this Agreement and/or any non-contractual obligation arising in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the LCIA for the time being in force, which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of three arbitrators. Each of the Seller and the Buyer shall appoint one arbitrator. The LCIA Court shall appoint the third arbitrator, who shall act as chairman of the Tribunal. If either the Seller or the Buyer fails to appoint an arbitrator within thirty (30) days of receiving notice of the appointment of an arbitrator by the other, such arbitrator shall be appointed by the LCIA Court.

15.2 The parties agree that:

(a) the seat, or legal place, of arbitration shall be in London;

(b) the language of the arbitration shall be English; and

(c) the arbitration agreement shall be governed by English law.

IN WITNESS whereof, this Agreement has been executed as a deed on the day and year first above written.

EXECUTED as a **DEED** by **BAY SQUARE PACIFIC LTD** acting by a director in the presence of:)

[redacted]

Witness signature:

[redacted]

Bay Square Pacific Ltd
The Common Seal of

EXECUTED as a **DEED** by **VAST RESOURCES PLC** acting by a director in the presence of:)

Witness signature:

____

Witness Name:

____

Witness Address:

____

Witness Occupation:

____

IN WITNESS whereof, this Agreement has been executed as a deed on the day and year first above written.

EXECUTED as a **DEED** by **BAY SQUARE PACIFIC LTD** acting by a director in the presence of:)

Witness signature:

____

Witness Name:

____

Witness Address:

____

Witness Occupation:

____

EXECUTED as a **DEED** by **VAST RESOURCES PLC** acting by a director in the presence of:) [redacted]

[redacted]

SIGNED as a DEED
By Richard Andrew Prelea:-

[redacted]

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation

[redacted]

SIGNED as a DEED
by Vasile-Sebastian Albulescu:- [redacted]

in the presence of:

Signature of Witness [redacted]

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Abduljabbar Abdulla Ali Gargash:- ______________________________

in the presence of:

Signature of Witness ______________________________

Name of Witness ______________________________

Address of Witness ______________________________

____

Occupation ______________________________

SIGNED as a DEED by Vasile-Sebastian Albulescu:- ______________________________

in the presence of:

Signature of Witness ______________________________

Name of Witness ______________________________

Address of Witness ______________________________

____

Occupation ______________________________

SIGNED as a DEED by Abduljabbar Abdulla Ali Gargash:- [redacted]

in the presence of:

Signature of Witness [redacted]

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Chris G. Martinez:- [redacted]

in the presence of: [redacted]

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Douglas Ray Craft:- ________________________________

in the presence of:

Signature of Witness ________________________________

Name of Witness ________________________________

Address of Witness ________________________________

____

Occupation ________________________________

SIGNED as a DEED
by Chris G. Martinez:- ______________________________

in the presence of:

Signature of Witness ______________________________

Name of Witness ______________________________

Address of Witness ______________________________

____

Occupation ______________________________

SIGNED as a DEED
by Douglas Ray Craft:- [redacted]

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED by Dennis Reymundo Cruz:- [redacted]

in the presence of:

Signature of Witness [redacted]

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED by Alexey Manzhosov:- ______________________________

in the presence of:

Signature of Witness ______________________________

Name of Witness ______________________________

Address of Witness ______________________________

____

Occupation ______________________________

Address of Witness

Occupation

SIGNED as a DEED
by Douglas Ray Craft:-

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Dennis Reymundo Cruz:-

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Alexey Manzhosov:-

[redacted]

in the presence of: [redacted]

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Alexander Prelea:-

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Paul Edward Fletcher:-

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Alexander Prelea:- [redacted]

in the presence of:

[redacted]

Signature of Witness

Name of Witness

Address of Witness

Occupation

SIGNED as a DEED
by Paul Edward Fletcher:- ______________________________

in the presence of:

Signature of Witness ______________________________

Name of Witness ______________________________

Address of Witness ______________________________

____

Occupation ______________________________

Name of Witness

Address of Witness

Occupation [redacted]
SIGNED as a DEED
by Paul Edward Fletcher:-

in the presence of:

Signature of Witness [redacted]

Name of Witness

Address of Witness

Occupation

Schedule 1 Agreed Proportions

The Seller Shareholders hereby agree that the Consideration Shares shall be allotted and issued in accordance with the Seller Allocation and that for the purposes of this Agreement the Agreed Proportions shall be as follows:

Part 1. Selling Shareholders

Name and Address	**% of the Consideration Shares**	**"Agreed Proportion"**
Richard Andrew Prelea of [redacted] (**RAP**)	26.38, of which 1.74 will be transferred to Alexander Prelea of [redacted] (**AP**) prior to Completion, at which time AP will automatically become a Selling Shareholder in respect of such 1.74 for all purposes of this Agreement (and RAP will be a Selling Shareholder in respect of 24.64), for which purpose AP is also a party to this Agreement	26.38, of which 1.74 will be transferred to AP when he becomes a Selling Shareholder such that AP's Agreed Proportion will be 1.74 and RAP's Agreed Proportion will be 24.64
Vasile-Sebastian Albulescu of [redacted]	12.55	12.55
Abduljabbar Abdulla Ali Gargash of [redacted]	12.55	12.55
Chris G. Martinez of [redacted]	10.05	10.05
Douglas Ray Craft of [redacted]	10.05	10.05
Dennis Reymundo Cruz of [redacted]	10.05	10.05

[redacted]		
Alexey Manzhosov of [redacted]	8.51	8.51
Paul Edward Fletcher of [redacted]	Nil	Nil

Part 2. Seller

Name and Address	% of the Consideration Shares	"Agreed Proportion"
The Seller (on behalf of Paul Edward Fletcher) of Finsburey Management Services Ltd, 6th Floor, 62 ICT Avenue, The Core Cybercity, Ebene, Mauritius	9.87	9.87

Schedule 2

Definitions and interpretation

1. In this Agreement:

Agreed Proportion has the meaning given to it in Schedule 1

Guaranteed Obligations means all present and future obligations, liabilities, undertakings, warranties, indemnities and covenants of, or given by, the Seller under or in connection with the Share Purchase Agreement, including (without limitation) all payment obligations, debts and liabilities of any nature from time to time due, owing or incurred by the Seller under or in connection with the Share Purchase Agreement, each a **Guaranteed Obligation**

Liability means the amount finally agreed or determined to be payable by the Seller or the Seller Shareholders (or any of them) in respect of a Relevant Claim pursuant to:

(a) an order of a court of competent jurisdiction;

(b) the decision of an expert; or

(c) a settlement of the Relevant Claim agreed between the parties to the Relevant Claim,

together with all legal or other costs, expenses, disbursements or charges incurred by the Seller or the Seller Shareholders (or any of them), or for which they otherwise become liable, in connection with the Relevant Claim, including those incurred in defending, disputing, settling or otherwise dealing with the Relevant Claim

Notice of Claim has the meaning given to it in clause 3.1(a)

parties means the parties to this Agreement

Relevant Claim means any claim, demand, action, proceeding or suit by the Buyer under or in connection with this Agreement or the Share Purchase Agreement, including a Warranty Claim, a Tax Claim and any Leakage Indemnity Claim

Share Purchase Agreement means the agreement for the sale and purchase of 100% of the shares of the Target, to be entered into between (1) the Buyer and (2) the Seller on or about the date of this deed

2. In this Agreement, unless the context requires otherwise, a term defined in or a rule of construction set out in the Share Purchase Agreement shall have the same meaning and application in this Agreement.