Private & Confidential EXECUTION COPY

2794785/ACD01

Dated 31 July **2026**

STRAND HANSON LIMITED	**(1)**
SHORE CAPITAL STOCKBROKERS LIMITED	**(2)**
VAST RESOURCES PLC	**(3)**
AND	
THE COVENANTORS	**(4)**

ORDERLY MARKET DEED

relating to the shares in Vast Resources PLC

GOWLING WLG

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THIS DEED is made 31 July 2026

BETWEEN:

(1) **STRAND HANSON LIMITED**, registered in England and Wales with company number 02780169, whose registered office is at 26 Mount Row, London, W1K 3SQ ("**Nomad**");

(2) **SHORE CAPITAL STOCKBROKERS LIMITED**, a company incorporated in England and Wales with registered number 01850105 whose registered office is at Cassini House, 57 St James's Street, London, England, SW1A 1LD ("**Shore Capital**");

(3) **VAST RESOURCES PLC**, registered in England and Wales with company number 05414325, whose registered office is at C/O Arch Law Huckletree Bishopsgate, 8 Bishopsgate, London EC2N 4BQ ("**Company**"); and

(4) **THOSE PERSONS WHOSE NAMES AND ADDRESSES ARE DETAILED AT SCHEDULE 1** ("**Covenantors**" and each a "**Covenantor**").

WHEREAS

(A) The Company's Shares are currently admitted to trading on AIM.

(B) On 22 December 2025, the Company announced that a conditional acquisition agreement had been signed for the proposed acquisition by the Company of the entire issued share capital of Gulf International Minerals Limited.

(C) The Nomad has been engaged to act as Nominated Adviser in connection with Admission to the Company.

(D) Subject to, and in anticipation of, the Company's proposed Admission, the Covenantors have agreed with the Company, Shore Capital and the Nomad to enter into certain restrictions contained in this Deed with regard to dealings in the Restricted Shares.

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

Admission	the admission of the Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules;
AIM	the market of that name operated by the London Stock Exchange;
AIM Rules	the AIM Rules for Companies published by the London Stock Exchange from time to time;
Associates	has the same meaning as the definition of the term "related party" in the AIM Rules;
Broker	a member firm (as defined in the AIM Rules) which is appointed by the Company pursuant to the AIM Rules;
Business Day	a day upon which dealings in domestic securities may take place on the London Stock Exchange;

Derived Shares	all Shares and/or securities exchangeable for or convertible into shares in the share capital of the Company or arising from any capitalisation, issue or any consolidation or sub-division of the Company's share capital to the extent that the entitlement to such Shares or securities arises by reference to any Restricted Shares;
DTRs	the Disclosure Guidance and Transparency Rules produced by the Financial Conduct Authority;
EUWA	the European Union (Withdrawal) Act 2018, as amended;
Interest	any interest in Shares as defined in section 820 of the Companies Act 2006 (as amended) and "**interested**" shall be construed accordingly;
London Stock Exchange	London Stock Exchange plc;
Long Stop Date	31 August 2026;
Market Abuse Regulation	the UK version of the Market Abuse Regulation (EU) No 596/2014, which came into effect on 1 January 2021 when the EU Market Abuse Regulation (EU) No 596/2014 was incorporated in UK domestic law by EUWA, with certain modifications;
Nominated Adviser	a nominated adviser authorised by the London Stock Exchange to assume the responsibilities of a nominated adviser appointed by the Company from time to time;
Placing Agreement	the placing agreement dated on or around the date of this Agreement and made between the Company, the directors of the Company, Shore Capital, Axis Capital Markets Limited and the Nomad;
Relevant Date	the date occurring six (6) months from the date of Admission;
Restricted Shares	the Shares, as detailed in the Schedule, in which a Covenantor has an Interest or which are registered in its name and all Derived Shares, together with any additional Shares acquired by a Covenantor at any time prior to the Relevant Date;
Shareholder	a holder of Shares from time to time;
Shares	the ordinary shares of 0.1 pence each in the capital of the Company;
Transfer	the transfer of the legal and/or beneficial ownership (or any Interest therein) in a Restricted Share and/or the grant of an option to acquire the legal and/or beneficial ownership (or any Interest therein) in such Restricted Share and the following shall be deemed (but without limitation) to be a transfer of a Restricted Share: (a) any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any

Restricted Share that such Restricted Share be allotted or issued to some person other than himself;

(b) any sale or other disposition of any legal and/or equitable interest in a Restricted Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;

(c) any grant of a legal or equitable mortgage or charge over any Restricted Share.

1.2 In this Deed, references to a Transfer shall be deemed to include agreements to Transfer.

1.3 References in this Deed to clauses, sub-clauses and Schedules are, unless otherwise stated, references to the clauses, sub-clauses and Schedules of this Deed.

1.4 The headings in this Deed are inserted for convenience only and shall not affect its interpretation or construction.

1.5 Words importing a gender shall include every gender.

1.6 References in this Deed to a "person" shall be construed so as to include any company, corporation or other body corporate, unincorporated association or partnership and the legal personal representatives and successors of any individual.

1.7 In this Deed, the words "other", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.8 References to this Deed or any other document are to this Deed or that document as in force for the time being and as amended from time to time in accordance with this Deed or that document (as the case may be).

1.9 References to statutes shall include any statutory modification, re-enactment or extension of such statute and any orders, regulations, instruments or other subordinate legislation made pursuant to such statute.

2 RESTRICTIONS

2.1 In consideration of the Company, Shore Capital and the Nomad entering into the Placing Agreement and the Company procuring Admission and, subject to and conditional upon Admission, each Covenantor severally undertakes to each of the Company, Shore Capital and the Nomad that it shall not any time prior to the Relevant Date effect a Transfer other than through the Company's Broker subject to: (a) the terms relating to price and execution offered by the Company's Broker being no less favourable than those offered by other brokers in respect of similar transactions at that time; and (b) the Company's Broker being able to arrange for the sale or transfer of relevant Restricted Shares on a "best execution" basis within five Business Days after receiving a request to do so. If the Company’s Broker is unable to comply with either (a) or (b), the relevant Covenantor will be able to dispose of any Interest in the Restricted Shares at their discretion after reasonable consultation with the Company and the Broker.

2.2 The provisions of clause 2.1 shall not apply to a Transfer:

(a) by the personal representatives of a Covenantor if he shall die prior to the Relevant Date;

(b) pursuant to acceptance of an offer to acquire all the Shares, or all the shares of any class or classes, in the Company (other than shares which at the date of the offer are already held by the offeror), being an offer on terms which are the same in relation to all the shares to which the offer relates or, where those shares include shares of different classes, in relation to all the shares of each class or to the execution of an irrevocable commitment to accept such an offer shall be deemed to be an acceptance of an offer for the purposes of this clause 2.2(b); or

(c) pursuant to any sale or transfer required by an order made by a court with competent jurisdiction.

3 WARRANTIES AND UNDERTAKINGS

3.1 Each Covenantor severally warrants and confirms to the Company, Shore Capital and the Nomad that:

(a) the Restricted Shares at Admission are beneficially owned by the Covenantor and, the Restricted Shares are free from all liens, charges, encumbrances and third party rights, and that immediately following Admission, the Covenantor will have full power and authority to perform the obligations under this Deed in respect of the Restricted Shares; and

(b) the Covenantor does not have an Interest in the Shares other than the Restricted Shares and the Covenantor has not been granted or otherwise does not hold any rights to acquire any Shares other than those set out in the Schedule.

3.2 Each Covenantor agrees that if any of the Restricted Shares are registered in the name of any other person, he shall procure that such person complies (so far as he is reasonably able) with such obligations as though he were a party to this Deed.

4 ANNOUNCEMENTS

4.1 Subject to clause 4.2, no announcement or circular as to the existence or subject matter of this Deed shall be made or issued by or on behalf of a Covenantor without the prior written consent of the Company, Shore Capital and the Nomad.

4.2 The restriction in clause 4.1 shall not apply to any disclosure of the terms of this Deed which is required to be included in any admission document, prospectus or circular published by or on behalf of the Company, or to any announcement or circular disclosing such terms which is required by law, the DTRs and/or the AIM Rules.

5 TERMINATION

5.1 If Admission does not occur by 21 August 2026 (or such later date as Shore Capital, the Nomad and the Company may agree, being no later than the Long Stop Date), then:

(a) this Deed shall cease and determine; and

(b) no party to this Deed will have any claim against any other party to this Deed for costs, damages, compensation or otherwise,

but so that such termination shall be without prejudice to any accrued rights or obligations of any party under this Deed.

6 RESTRICTIONS ON DEALINGS IN SECURITIES

The provisions of this Deed are without prejudice to any obligations following Admission which a Covenantor may have from time to time pursuant to any code for dealings in securities adopted by the Company in connection with or as required by the AIM Rules, the Market Abuse Regulation or otherwise, and as a shareholder of the Company under the Criminal Justice Act 1993 (as amended) and Financial Services and Markets Act 2000 (as amended).

7 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute an original of this Deed, but all the counterparts together constitute the same Deed. No counterpart shall be effective until each party has duly executed at least one counterpart.

8 PERSONAL REPRESENTATIVES AND SUCCESSORS AND ASSIGNMENT

8.1 Subject to clause 8.2, this Deed is personal to the parties and the rights and obligations of the parties may not be assigned or otherwise transferred.

8.2 If the Nomad ceases to be the Company's Nominated Adviser, this Deed shall be assignable (without the consent of the Covenantors) to any new Nominated Adviser appointed by the Company, and the term "Nominated Adviser" shall be construed as applying in relation to any such assignee.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person other than the Nominated Adviser (if a person different from the Nomad) who is not a party to this Deed shall have any rights under or in connection with this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

10 VARIATION

No variation of this Deed shall be effective unless made in writing and signed by or on behalf of each of the parties to this Deed.

11 WAIVER

11.1 No neglect, indulgence, failure to exercise or delay on the part of the Company, Shore Capital or the Nomad in exercising any right or remedy under this Deed shall constitute a waiver of such right or remedy and no single or partial exercise of any right or remedy under this Deed shall preclude or restrict any other or further exercise of such right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

11.2 Any waiver must be in writing and may be given subject to any conditions thought fit by the grantor. Any waiver shall be effective only in the instance and for the purpose for which it is given.

11.3 No breach of any provision of this Deed shall be waived or discharged except with the express written consent of the parties.

12 SEVERABILITY

Each provision of this Deed is severable and distinct from the others and the invalidity, illegality or unenforceability of any one or more of the provisions of this Deed shall not affect the continuation in force of the remaining provisions of this Deed.

13 REMEDIES

Without prejudice to any other rights and remedies that Shore Capital and/or the Nomad may have, each Covenantor acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Deed by a Covenantor. Accordingly, Shore

Capital and the Nomad shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Deed.

14 FURTHER ASSURANCE

Each Covenantor shall do, execute and perform and shall use its reasonable endeavours to procure that any third party shall do, execute and perform all such further acts, deeds, documents and things as the Company, Shore Capital and the Nomad may reasonably require from time to time in order to give effect to the terms of this Deed.

15 NOTICES

15.1 Any notice, claim or demand or other communication in connection with this Deed (each a "**Notice**") shall be in writing and shall be sufficiently served if given to each of the parties in accordance with clause 15.2 at their respective addresses as stated in this Deed.

15.2 Any Notice shall be in writing in English signed by, or on behalf of, the person issuing the Notice and may be served by personal delivery or by pre-paid first class post (for service in the United Kingdom) and by air mail (for international service) or by email and shall be deemed to have been duly served:

(a) if sent by personal delivery, upon delivery at the address of the relevant party;

(b) if sent by first class post, two Business Days after the date of posting;

(c) if sent by air mail seven days after the date of posting; or

(d) if sent by email, at the time such email is transmitted as recorded by the recipient's emailing system (or, if such time is not during a Business Day, at the beginning of the next such Business Day).

16 GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts and waive any objection to proceedings in such Courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

Signed as a Deed by the parties or their duly authorised representatives on the date of this Agreement.

THE SCHEDULE

THE COVENANTORS

Name and address of Covenantor	Number of Restricted Shares at Admission	Number of Restricted Shares subject to options at Admission	Number of Restricted Shares subject to warrants at Admission
Chris G Martinez of [redacted]	132,613,146	0	0
Douglas Ray Craft o [redacted]	132,613,146	0	0
Dennis Reymundo Cruz of [redacted]	132,613,146	0	0
Alexey Manzhosov of [redacted]	112,292,326	0	0

EXECUTED as a **DEED** by
STRAND HANSON LIMITED
acting by James Spinney, a director

Director

[redacted]

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

EXECUTED as a **DEED** by
SHORE CAPITAL STOCKBROKERS LIMITED
acting by [***name of director***], a director

Director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

EXECUTED as a **DEED** by
VAST RESOURCES PLC
acting by [***name of director***], a director

Director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

EXECUTED as a **DEED** by
STRAND HANSON LIMITED
acting by [***name of director***], a director

Director ....

in the presence of

Signature of witness ....

Name (IN BLOCK CAPITALS) ....

Address ....
....
....

EXECUTED as a **DEED** by
SHORE CAPITAL STOCKBROKERS LIMITED
acting by Simon Fine, a director

Director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

[redacted]

EXECUTED as a **DEED** by
VAST RESOURCES PLC
acting by [***name of director***], a director

Director ....

in the presence of

Signature of witness ....

Name (IN BLOCK CAPITALS) ....

Address ....
....
....

EXECUTED as a **DEED** by
STRAND HANSON LIMITED
acting by [***name of director***], a director

Director ....

in the presence of

Signature of witness ....

Name (IN BLOCK CAPITALS) ....

Address ....
....
....

EXECUTED as a **DEED** by
SHORE CAPITAL STOCKBROKERS LIMITED
acting by [***name of director***], a director

Director ....

in the presence of

Signature of witness ....

Name (IN BLOCK CAPITALS) ....

Address ....
....
....

EXECUTED as a **DEED** by
VAST RESOURCES PLC
acting by [***name of director***], a director

Director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

[redacted]

SIGNED as a **DEED** by
CHRIS MARTINEZ

[redacted]

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

SIGNED as a **DEED** by
DOUGLAS RAY CRAFT

[redacted]

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

SIGNED as a **DEED** by
DENNIS REYMUNDO CRUZ

....

in the presence of

Signature of witness ....

Name (IN BLOCK CAPITALS) ....

Address ....
....
....

SIGNED as a **DEED** by
CHRIS MARTINEZ

....

in the presence of

Signature of witness ....

Name (IN BLOCK CAPITALS) ....

Address ....
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SIGNED as a **DEED** by
DOUGLAS RAY CRAFT

....

in the presence of

Signature of witness ....

Name (IN BLOCK CAPITALS) ....

Address ....
....
....

SIGNED as a **DEED** by
DENNIS REYMUNDO CRUZ

[redacted]

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

SIGNED as a **DEED** by
ALEXEY MANZHOSOV

[redacted]

acting by [***name of director***], a director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address