

Zhejiang Huayou Cobalt Co., Ltd.
Announcement on Subsidiary's Assumption of
Relevant Rights and Obligations & Progress of
Company's Acquisition of Shares in Atlantic Lithium
Limited

The Board of Directors and all directors of the Company warrant that there is no false representation, misleading statement or material omissions herein, and will assume joint and several liabilities with respect to the truthfulness, accuracy and completeness hereof.

Important Notice:

- The Company and its wholly-owned subsidiary Huayou (Hong Kong) entered into a *Novation Deed* with Piedmont and its parent company Piedmont Lithium Inc., Atlantic Lithium Limited and its Singapore Subsidiaries namely IRRS, Charger and Moda, under which all parties agree that the Company shall acquire all rights and obligations of Piedmont under various contracts with Atlantic Lithium's Singapore Subsidiaries.
- Upon the execution of the *Novation Deed* and the satisfaction of relevant conditions, the Company and Huayou (Hong Kong) shall succeed to all rights and obligations of Piedmont and its parent company Piedmont Lithium Inc. under the *Ghana Project Agreement*, the *Shareholders' Agreement* and the *Exclusive Sales Agreement* entered into by Piedmont and its parent company Piedmont Lithium Inc., Atlantic Lithium and its Singapore Subsidiaries, at the consideration of USD 70.90 million. The main contents of such rights and obligations are as follows: 1. the right to acquire 22.5% shares in the Singapore Subsidiaries; 2. the right to subscribe for additional shares in the Singapore Subsidiaries upon satisfaction of agreed conditions and acquisition of necessary approvals; 3. the right to exclusively sell no less than 50% of products from the Ewoyaa Lithium Project upon satisfaction of agreed conditions;

4. other obligations in relation to project development to be assumed pursuant to the terms of the original agreements.

- If the *Novation Deed* takes effect and the Transaction closes, and the Company's acquisition of 100% shares in Atlantic Lithium is completed concurrently, the Company will indirectly hold an 87% equity interest in the Ewoyaa Lithium Project, with the specific equity ratio subject to the final closing results.

- This Transaction does not constitute a related-party transaction, or a material asset restructuring of listed company under the *Administrative Measures for Material Asset Restructuring of Listed Companies*.

- Pursuant to the *Rules Governing the Listing of Stocks on Shanghai Stock Exchange* and the *Articles of Association*, the Transaction falls within the approval authority of the General Manager's Office of the Company and does not require submission to the Board of Directors or the Shareholders' Meeting for deliberation.

- Risk warnings:

1. The Transaction remains conditional on the satisfaction of preconditions, the obtaining of relevant approvals from competent authorities or the completion of filing procedures with competent authorities, as well as other standard closing conditions. There is no assurance that such conditions will be duly satisfied.

2. Lithium, as a key energy metal, has witnessed considerable price volatility in recent years. Such price movements will directly impact the profitability of the target project upon its commissioning. A material drop in lithium prices may result in lower-than-expected returns from the Transaction.

3. Due to differences in the international landscape, legal and regulatory regimes, cultural backgrounds and other external factors, the Company and the target companies vary in terms of development progress, management systems and corporate culture. Failure to accomplish effective integration and synergistic development may undermine the anticipated benefits of the Transaction. In addition, factors such as global geopolitical changes, exchange rate volatility, trade rules, economic sanctions, and adjustments to the laws, regulations and supervisory policies of host countries may disrupt the regular business operation of the target companies.

4. There are inherent uncertainties concerning the completion of the Transaction

and the Company's acquisition of 100% shares in Atlantic Lithium Limited. If either of the aforesaid transactions fails to close successfully, the Company's final actual equity holding in the Ewoyaa Lithium Project will be reduced correspondingly. Investors should exercise caution and be mindful of the investment risks involved.

I. Transaction Overview

(I) Basic information on the Transaction

1. Transaction overview

Recently, Zhejiang Huayou Cobalt Co., Ltd. (the "Company") entered into a *Scheme Implementation Deed* and relevant appendices with Atlantic Lithium Limited, under which the Company intends to acquire 100% of the shares issued or to be issued by Atlantic Lithium. The consideration for this acquisition of the 100% of the shares in Atlantic Lithium is USD 210,000,000 (exclusive of capital gains tax) and the final purchase price will be determined based on the capital gains tax charged by the Ghana Revenue Authority ("GRA"). After the completion of the Transaction, the Company will acquire 100% of the shares in Atlantic Lithium, and the performance of Atlantic Lithium will be consolidated into the Company's financial statements. For details, please refer to *Announcement on the Proposed Acquisition of the Shares in Atlantic Lithium Limited* of the Company (Announcement No.: 2026-044)

Under the terms of the *Ghana Project Agreement*, the *Shareholders' Agreement* and the *Exclusive Sales Agreement* concluded between Atlantic Lithium and Piedmont Lithium Ghana Holdings, LLC ("Piedmont") and its parent company Piedmont Lithium Inc., Piedmont will acquire equity interest in phases in IronRidge Resources Singapore Pte. Ltd. ("IRRS"), Charger Minerals Singapore Pte. Ltd. ("Charger") and Moda Minerals Singapore Pte. Ltd. ("Moda", collectively, the "Singapore Subsidiaries") in phases, conditional on Piedmont fulfilling its capital contribution obligations by project milestones and completing the required approval procedures. As of the date hereof, Piedmont's major rights and interests under the foregoing contracts are as follows: 1. the right to acquire 22.5% shares in Singapore Subsidiaries; 2. the right to subscribe for additional shares in the Singapore Subsidiaries upon satisfaction of agreed conditions and acquisition of necessary approvals; 3. the right to exclusively sell no less than 50% of output from the Ewoyaa Lithium Project upon satisfaction of agreed conditions.

To assume the rights, interests and liabilities associated with the Ewoyaa Lithium Project, the Company and its subsidiary Huayou (Hong Kong) Limited ("Huayou (Hong Kong)") entered into a *Novation Deed* with Piedmont and its parent company Piedmont Lithium Inc., Atlantic Lithium and its Singapore Subsidiaries namely IRRS, Charger and Moda on May 10, 2026, under which all parties agree that the Company and its subsidiary Huayou (Hong Kong) shall acquire all rights and obligations of Piedmont and its parent company Piedmont Lithium Inc. under various contracts with Atlantic Lithium's Singapore Subsidiaries (the "Transaction"). Upon the execution of the *Novation Deed* and the satisfaction of relevant conditions, the Company and its subsidiary Huayou (Hong Kong) shall succeed to all rights and obligations of Piedmont and its parent company Piedmont Lithium Inc. under the *Ghana Project Agreement*, the *Shareholders' Agreement* and the *Exclusive Sales Agreement* entered into by Piedmont, Atlantic Lithium and its Singapore Subsidiaries, at the consideration of USD 70.90 million. The main contents of such rights and obligations are as follows: 1. the right to acquire 22.5% shares in the Singapore Subsidiaries; 2. the right to subscribe for additional shares in the Singapore Subsidiaries upon satisfaction of agreed conditions and acquisition of necessary approvals; 3. the right to exclusively sell no less than 50% of products from the Ewoyaa Lithium Project upon satisfaction of agreed conditions; 4. other obligations in relation to project development to be assumed pursuant to the terms of the original agreements.

If both the *Novation Deed* and the *Scheme Implementation Deed* take effect and the Transaction closes, the Company will indirectly hold an 87% equity interest in the Ewoyaa Lithium Project.

2. Transaction elements

Transaction matters (select all that apply)	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Replacement <input type="checkbox"/> Others. Please specify: _____
Type of Transaction target (select all that apply)	<input type="checkbox"/> Equity assets <input checked="" type="checkbox"/> Non-equity assets
Name of Transaction target	Rights and obligations of Piedmont and its parent company Piedmont Lithium Inc. under the <i>Ghana Project Agreement</i> , the <i>Shareholders' Agreement</i> and the <i>Exclusive Sales Agreement</i> entered into by Piedmont, Atlantic Lithium and its Singapore Subsidiaries
Is it a cross-border transaction?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Does it fall within industrial integration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transaction price	<u>USD 70.90 million</u>
Source of funds	<input checked="" type="checkbox"/> Own funds <input type="checkbox"/> Raised funds <input type="checkbox"/> Bank loans <input type="checkbox"/> Others: _____
Payment arrangement	<input checked="" type="checkbox"/> Payment in a lump sum at the agreed time: <u>five business days after the closing date</u> <input type="checkbox"/> Payment in installment pursuant to the agreed clause: _____
Is there a value adjustment mechanism clause?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

(II) Voting results on the proposal on the Transaction deliberated by the Board of Directors of the Company

The Transaction falls within the approval authority of the General Manager's Office of the Company and does not require submission to the Board of Directors, as it does not meet the approval threshold of the Board of Directors.

(III) Approval and other procedures required for effectiveness of the Transaction

The Transaction does not require submission to the Shareholders' Meeting of the Company for deliberation, as it does not meet the approval threshold of the Shareholders' Meeting.

The Transaction does not constitute a related-party transaction, or a material asset restructuring under the *Administrative Measures for Material Asset Restructuring of Listed Companies*. Before taking effect, the Transaction requires satisfaction of the conditions to the Transaction, completion of the approval or filing procedures with the competent authorities or fulfillment of other customary conditions.

II. Information on the Counterparty

Piedmont is currently a wholly-owned subsidiary of Elevra Lithium Limited, a company listed on the Australian Securities Exchange (ASX: ELV) and the NASDAQ Stock Market (NASDAQ: ELVR). As an equity investment vehicle of Elevra Lithium Limited, Piedmont holds the equity interest in the Ewoyaa Project. Elevra Lithium Limited was established in August 2025 through the merger of Sayona Mining Limited and Piedmont Lithium Inc.

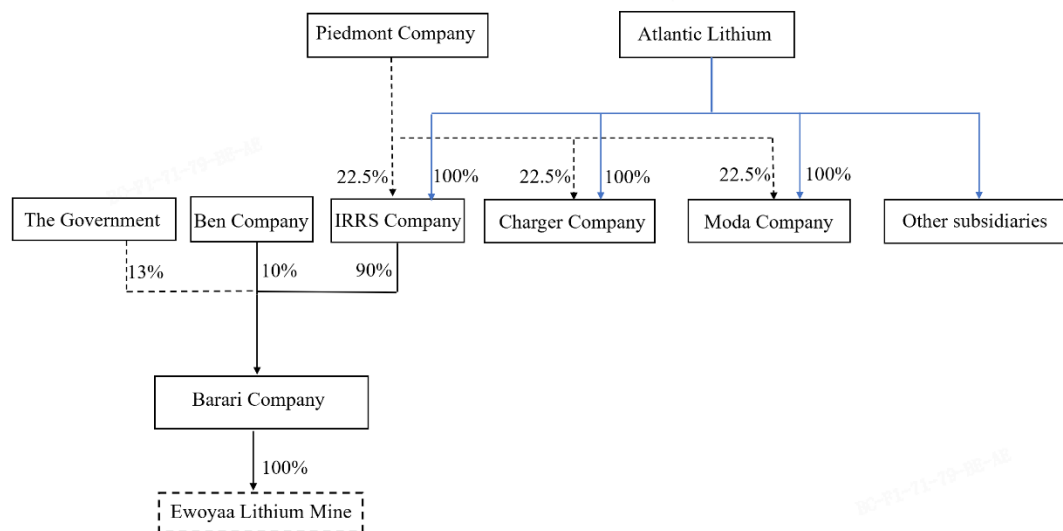
III. Basic Information on Transaction Target

(I) Basic information

1. Under the terms of the *Ghana Project Agreement*, the *Shareholders' Agreement* and the *Exclusive Sales Agreement* concluded between Atlantic Lithium and Piedmont and its parent company Piedmont Lithium Inc., Piedmont will acquire relevant equity interest in the Singapore Subsidiaries in phases, conditional on Piedmont fulfilling its capital contribution obligations by project milestones and completing the required approval procedures. As of the date hereof, Piedmont's major rights and interests under the foregoing contracts are as follows: 1. the right to acquire 22.5% shares in Singapore Subsidiaries; 2. the right to subscribe for additional shares in the Singapore Subsidiaries upon satisfaction of agreed conditions and acquisition of necessary approvals; 3. the right to exclusively sell no less than 50% of output from the Ewoyaa Lithium Project upon satisfaction of agreed conditions.

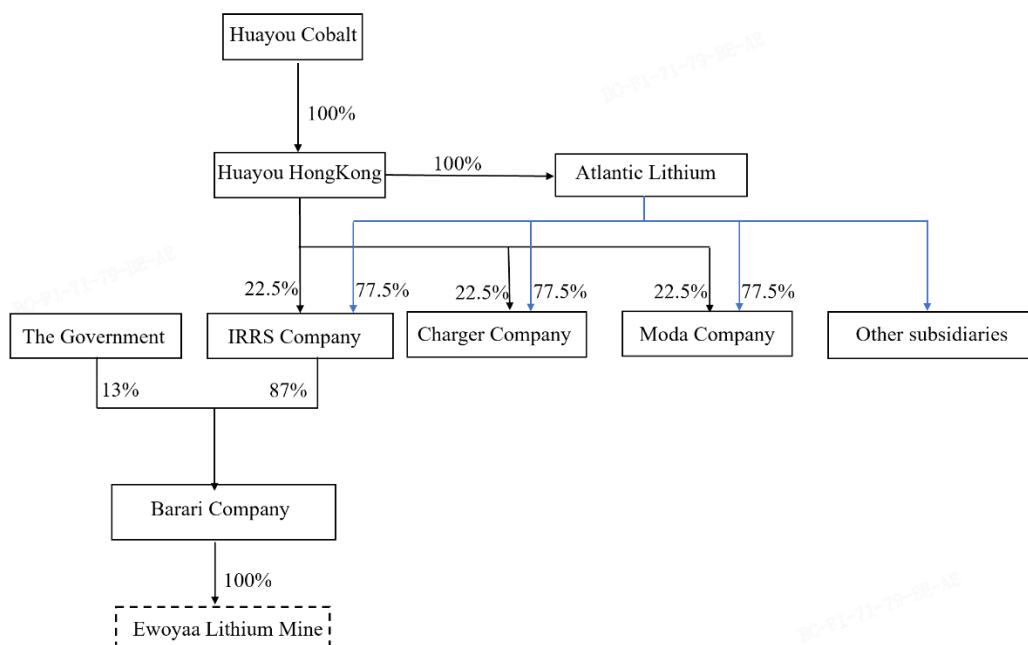
2. Equity structure of the entities underlying the Transaction target

As of May 2026, the equity structure of the entities underlying the Transaction target is as below.



Note: The 13% represents a fixed equity interest held by the government in accordance with local laws, which has not yet completed share registration; the 22.5% represents the unregistered shareholder rights of Piedmont in the Singapore Subsidiaries.

If both the Novation Deed and the Scheme Implementation Deed take effect and the Transaction closes, the Company will indirectly hold an 87% equity interest in the Ewoyaa Lithium Project. The detailed equity structure is specified as follows.



3. According to the legal due diligence conducted by the Company's external law firm, the Transaction target currently has clear title to all its assets, which are free from restrictions on transfer.

(II) Key financial information

Pursuant to the financial data provided by IRRS, Charger and Moda, the financial indicators for the latest fiscal year¹ are set forth as below:

1. IRRS: As of June 30, 2025, total assets amounted to USD 62,276,546, total liabilities amounted to USD 62,443,212, and net assets amounted to USD -166,666. For the 2025 fiscal year, it recorded operating income of USD 0 and a net profit of USD -37,335.

2. Charger: As of June 30, 2025, total assets amounted to USD 3,611,424, total liabilities amounted to USD 3,713,337, and net assets amounted to USD -101,953. For the 2025 fiscal year, it recorded operating income of USD 0 and a net profit of USD -22,982.

¹ IRRS, Charger and Moda adopt the Singapore Financial Reporting Standards, and the Fiscal Year 2025 refers to the period from July 1, 2024 to June 30, 2025.

3. Moda: As of June 30, 2025, total assets amounted to USD 1,960,726, total liabilities amounted to USD 2,058,651, and net assets amounted to USD -97,925. For the 2025 fiscal year, it recorded operating income of USD 0 and a net profit of USD -21,358.

IV. Pricing of the Transaction Target

(I) Pricing information and basis

The price for the Transaction was determined following negotiations and good-faith consultations between the Transaction parties.

(II) Rationale of the pricing

The Company engaged intermediaries to conduct due diligence. The Transaction price was determined following negotiations and good-faith consultations based on the results of the due diligence, while taking into account the current industry landscape, and the Company's strategic planning and positioning. The Company believes that the pricing for the Transaction is reasonable and fair and will not harm the legitimate rights and interests of the Company and its shareholders, particularly those of small and medium-sized investors.

V. Main Content of the Agreement

(I) Parties

Original contracting parties: Piedmont Lithium Ghana Holdings, LLC, Piedmont Lithium INC

New contracting parties: Huayou (Hong Kong) Limited, Zhejiang Huayou Cobalt Co., Ltd.

Continuing parties: Charger Minerals Singapore Pte Ltd, Ironridge Resources Singapore Pte Ltd, Moda Minerals Singapore Pte Ltd, Atlantic Lithium Limited

(II) Main content

1. Conditions precedent:

The Minister of the Ministry of Lands and Natural Resources of Ghana (the "Minister") raises no objection pursuant to the *Minerals and Mining Act, 2006* of Ghana in relation to the new contracting parties' acquisition of control over Barari DV Ghana Limited ("Barari").

2. Prior-closing obligations

(1) During the period from the date of this Agreement (inclusive) to the date of closing or the date of termination of this Agreement, whichever is earlier,

(i) All continuing parties and exiting parties shall operate their businesses in the ordinary and compliant course consistent with existing practices, and maintain complete and accurate books and records. They shall not amend or waive any rights under the joint venture contracts, nor shall they incur any liabilities or expenses attributable to the post-closing period;

(ii) The Singapore Subsidiaries shall not, and Atlantic Lithium shall ensure that the Singapore Subsidiaries do not, without the prior written consent of the new contracting parties, conduct any material extraordinary activities concerning themselves and their respective subsidiaries (including but not limited to securities issuance, non-routine transactions, dividend distribution, amendment of articles of association, provision of external guarantees and adjustment of business scope), nor shall they make any binding commitments in respect of the foregoing matters;

(iii) The original contracting parties shall continue to bear 22.5% of all expenses incurred for the performance of the project. Any expenses paid by the original contracting parties during the transitional period in connection with the performance of the Barari transaction, up to USD450,000, shall be reimbursed by the new contracting parties to the original contracting parties upon receipt of relevant supporting documents.

(2) The continuing parties may take all reasonable and necessary actions to facilitate the closing of the Barari transaction, provided that such actions conform to the relevant transaction terms and the *Scheme Implementation Deed*. If this Agreement is terminated and closing fails to occur, the original contracting parties shall promptly repay all reimbursement amounts received from the new contracting parties to the new contracting parties or its designated recipient on or before the termination date (inclusive).

3. Provisions on the transfer of rights and obligations

With effect from the closing date:

(1) *Ghana Project Agreement*

The original contracting parties hereby unconditionally transfer and assign all rights, obligations, title, interests, advantages, income and liabilities enjoyed by them under the *Ghana Project Agreement* and in respect of the Singapore entities to the new contracting parties. The *Ghana Project Agreement* shall be novated in favor of the new contracting parties. With effect from the closing date, the new contracting parties shall immediately replace the original contracting parties as parties to the

Ghana Project Agreement, and the *Ghana Project Agreement* shall be construed and applied in all respects as if the new contracting parties were named therein in substitution for the original contracting parties.

(2) *Shareholders' Agreement*

The original contracting parties hereby unconditionally transfer and assign all rights, obligations, title, interests, expectant benefits, income and liabilities enjoyed by them under the *Shareholders' Agreement* to the new contracting parties. The *Shareholders' Agreement* shall be novated in favor of the new contracting parties. With effect from the closing date, the new contracting parties shall immediately replace the original contracting parties as parties to the *Shareholders' Agreement*, and the *Shareholders' Agreement* shall be construed and applied in all respects as if the new contracting parties were named therein in substitution for the original contracting parties.

(3) *Exclusive Sales Agreement*

The original contracting parties hereby unconditionally transfer and assign all rights, obligations, title, interests, benefits, income and liabilities enjoyed by them under the *Exclusive Sales Agreement* to the new contracting parties. The *Exclusive Sales Agreement* shall be novated in favor of the new contracting parties. With effect from the closing date, the new contracting parties shall immediately replace the original contracting parties as parties to the *Exclusive Sales Agreement*, and the *Exclusive Sales Agreement* shall be construed and applied in all respects as if the new contracting parties were named therein in substitution for the original contracting parties.

4. The total consideration payable by the new contracting parties to the original contracting parties for the transfer of the aforesaid rights and obligations under the Transaction amounts to USD 70,900,000. The Company and relevant parties made an agreement on subsequent capital contribution for the project construction and the performance of other contractual obligations after the assumption of rights and obligations under the foregoing agreements. The Company will confirm the form and amount of future capital contributions in light of the Transaction progress and the actual development and construction status of the project.

5. All parties have reached consensus on matters related to litigation, confidentiality obligations, liability exemption, contingent expenses, as well as mutual representations and warranties customary for transactions of this nature.

VI. Implications on the Company

The acquisition of all rights and obligations of Piedmont under various contracts with Atlantic Lithium and its Singapore Subsidiary, as a significant step in the Company's efforts to expand its overseas resource portfolio, is in line with the Company's development strategy. This Transaction will not have a material impact on current operating results, but may have a positive effect on future financial condition and operating results. There are no circumstances that would harm the interests of the Company or its minority shareholders.

VII. Risk Warning

Notwithstanding the Company's thorough necessity assessment and feasibility analysis, the following material risks may arise during and after the Transaction:

1. The Transaction remains conditional on the fulfillment of precedent conditions, the completion of approval or filing procedures with competent authorities, and fulfillment of other conventional closing conditions. Uncertainty exists regarding the successful satisfaction of these conditions.

2. Lithium, as a critical energy metal, has experienced significant price volatility in recent years. Such lithium price fluctuations will directly impact the operating returns of the relevant target project after commissioning. A substantial decline in lithium prices may cause the economic returns of the Transaction to fail to meet market expectations.

3. Due to variations in the international landscape, legal and regulatory systems, cultural environments and other external factors, the Company differs from the target entities in terms of development stage, management mechanism and corporate culture. Inadequate post-transaction integration and failure to generate expected synergies may weaken the anticipated benefits of the Transaction. In addition, the normal business operations of the target entities may be adversely affected by global geopolitical risks, exchange rate movements, trade policy adjustments, economic sanctions, as well as changes in the laws, regulations and regulatory regimes of the host country.

4. The completion of the Transaction and the Company's acquisition of 100% equity interest in Atlantic Lithium Limited are subject to inherent uncertainties. If either of the aforesaid transactions fails to complete, the Company's ultimate effective equity stake in the Ewoyaa Lithium Project will be reduced correspondingly. The final equity ratio will be determined pursuant to the actual closing arrangements.

We urge investors to be mindful of investment risks.



The announcement is hereby given.

Board of Directors of Zhejiang Huayou Cobalt Co., Ltd.
May 11, 2026