

METAL DIVIDEND BACKING AGREEMENT

This Metal Dividend Backing Agreement (hereinafter referred to as the "Agreement") is made and entered into on this 2/12/2026 day of February , 2026 ,

BETWEEN:

GLOBAL SYSTEM FLIP (GSF), a company duly organized and existing under the laws of Spain, with its principal place of business located at Tower, 10 Vault Way, Madrid 28013, Spain, represented herein by its esteemed CEO, King Felipe VI (hereinafter referred to as "GSF" or "The Company").

AND

The following ten (10) companies (hereinafter collectively referred to as the "Backing Companies" and individually as a "Backing Company"):

1. **China Minmetals Corporation**, a company organized and existing under the laws of China, with its principal place of business located at Minmetals Plaza, No. 5 Sanlihe Road, Xicheng District, Beijing 100044, China, represented herein by Guo Wenqing.
2. **Zhongjin Lingnan Nonfemet Co., Ltd.**, a company organized and existing under the laws of China, with its principal place of business located at Zhongjin Lingnan Building, No. 12 Tongxin Road, Luohu District, Shenzhen, Guangdong 518000, China, represented herein by Wang Bibo.
3. **Eramet S.A.**, a company organized and existing under the laws of France, with its principal place of business located at 10 boulevard de Grenelle, 75015 Paris, France, represented herein by Christel Bories.
4. **Solidcore Resources plc**, a company organized and existing under the laws

of Kazakhstan, with its principal place of business located at Block C3.4, 55/19 Mangilik El Avenue, Astana 010000, Republic of Kazakhstan, represented herein by Vitaly Nesis.

5. **Apex Mining Co., Inc.**, a company organized and existing under the laws of the Philippines, with its principal place of business located at 3701 Discovery Centre, 25th Street corner 3rd Avenue, Bonifacio Global City, Taguig 1634, Philippines, represented herein by Louie R. Sarmiento.
6. **MP Materials Corp.**, a company organized and existing under the laws of the United States, with its principal place of business located at 1700 S Pavilion Center Drive, Suite 800, Las Vegas, Nevada 89135, United States, represented herein by James Litinsky.
7. **USA Rare Earth, LLC**, a company organized and existing under the laws of the United States, with its principal place of business located at 900 South Main Street, Suite 100, Stillwater, Oklahoma 74074, United States, represented herein by Joshua Ballard.
8. **ZAO Sibplaz**, a company organized and existing under the laws of the Russian Federation, with its principal place of business located at 21 Kirova Street, Novokuznetsk, Kemerovo Oblast 654007, Russian Federation, represented herein by Andrey Zaitsev.
9. **Amaroq Minerals Ltd.**, a company organized and existing under the laws of Iceland, with its principal place of business located at Bárugata 11, 101 Reykjavík, Iceland, represented herein by Eldur Ólafsson.
10. **Great Southern Copper Ltd.**, a company organized and existing under the laws of Australia, with its principal place of business located at Level 1, 191 St Georges Terrace, Perth, Western Australia 6000, Australia, represented herein by Sam Garrett.

(GSF and the Backing Companies are hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, GSF is engaged in the "GLOBAL SYSTEM FLIP project" (hereinafter referred to as the "Project"), which involves the issuance of 5 METALS

DIVIDENDS to its stellar community;

WHEREAS, the 5 METALS DIVIDENDS consist of Gold, Silver, Copper, Lithium, and Uranium (hereinafter referred to as the "Metal Dividends");

WHEREAS, GSF desires to ensure that the Metal Dividends are 100% fully backed by substantial resources to provide security and confidence to its investors;

WHEREAS, the Backing Companies possess significant resources and expertise in the mining and metals industry and are willing to provide full backing for the Metal Dividends issued by GSF for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1. **"Agreement"** shall mean this Metal Dividend Backing Agreement, including all its recitals, clauses, and schedules.
2. **"Backing Companies"** shall mean China Minmetals Corporation, Zhongjin Lingnan Nonfemet Co., Ltd., Eramet S.A., Solidcore Resources plc, Apex Mining Co., Inc., MP Materials Corp., USA Rare Earth, LLC, ZAO Sibplaz, Amaroq Minerals Ltd., and Great Southern Copper Ltd.
3. **"Effective Date"** shall mean the date first written above.
4. **"GSF"** or **"The Company"** shall mean GLOBAL SYSTEM FLIP.
5. **"Lifetime"** shall mean the entire duration of the Project and beyond, ensuring continuous backing for the Metal Dividends.
6. **"Metal Dividends"** shall mean the 5 METALS DIVIDENDS consisting of Gold, Silver, Copper, Lithium, and Uranium.
7. **"Project"** shall mean the "GLOBAL SYSTEM FLIP project" undertaken by GSF.

8. "**Resources**" shall mean, without limitation, the physical reserves, production capabilities, financial assets, and any other tangible or intangible assets of the Backing Companies that can be allocated to support the Metal Dividends.

2. PURPOSE OF THE AGREEMENT

The primary purpose of this Agreement is to establish a legally binding commitment from the Backing Companies to provide 100% full backing for the Metal Dividends issued by GSF in connection with the Project. This backing is intended to assure investors of the intrinsic value and security of their Metal Dividends.

3. FULL BACKING COMMITMENT

1. **Commitment to Backing:** Each Backing Company hereby irrevocably and unconditionally commits to provide 100% full backing for the Metal Dividends issued by GSF. This backing shall be in the form of their respective Resources, ensuring that the value of the Metal Dividends is at all times fully supported.
2. **Allocation of Resources:** Each Backing Company shall allocate and maintain sufficient Resources to meet its backing obligations under this Agreement. The specific allocation and nature of the Resources shall be determined by each Backing Company, provided that such Resources are adequate to cover their proportional share of the Metal Dividends.
3. **Proportional Responsibility:** The Backing Companies shall collectively and individually be responsible for the full backing of the Metal Dividends. The proportional responsibility of each Backing Company shall be determined based on an agreed-upon formula or as otherwise mutually decided by the Parties in a separate annex to this Agreement.
4. **Reporting and Transparency:** The Backing Companies agree to provide GSF with regular reports, at least annually, detailing the Resources allocated for backing the Metal Dividends and confirming their continued ability to meet their obligations. GSF shall have the right to request additional information or conduct audits, with reasonable notice, to verify the backing.

4. LIFETIME DURATION

This Agreement shall commence on the Effective Date and shall remain in full force and effect for the Lifetime of the Project and for as long as any Metal Dividends are outstanding. The obligations of the Backing Companies hereunder shall not terminate until all Metal Dividends have been fully redeemed or otherwise satisfied.

5. 24-HOUR DIVIDEND DISTRIBUTION

- 1. Commitment to 24-Hour Dividends:** GSF commits to ensuring that investors in the Project who hold Metal Dividends shall receive their dividends within 24 hours of their entitlement.
- 2. Support from Backing Companies:** The Backing Companies acknowledge and support GSF's commitment to 24-hour dividend distribution. They agree to cooperate with GSF to facilitate the timely and efficient distribution of dividends, including providing necessary information or resources as reasonably requested by GSF to meet this commitment.

6. REPRESENTATIONS AND WARRANTIES

- 1. By GSF:** GSF represents and warrants that:
 - It is duly organized, validly existing, and in good standing under the laws of Spain.
 - It has the full corporate power and authority to enter into and perform its obligations under this Agreement.
 - The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with any agreement or instrument to which it is a party.
- 2. By Each Backing Company:** Each Backing Company represents and warrants that:
 - It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.
 - It has the full corporate power and authority to enter into and perform its

obligations under this Agreement.

- C. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with any agreement or instrument to which it is a party.
- D. It possesses sufficient Resources to fulfill its backing obligations as set forth in this Agreement.

7. INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Parties (the "Indemnified Parties") from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach by the Indemnifying Party of its representations, warranties, or covenants under this Agreement.

8. MISCELLANEOUS

- 1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.
- 2. **Amendments:** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by all Parties.
- 3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 4. **Notices:** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by reputable overnight courier, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above or to such other address as a Party may designate by notice to the other Parties.
- 5. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GLOBAL SYSTEM FLIP (GSF)

Date: 2/12/2026

Name: King Felipe VI

Title: CEO

KFelipe

China Minmetals Corporation

Date: 2/12/2026

Name: Guo Wenqing

Title: CEO

WENQING

Zhongjin Lingnan Nonfemet Co., Ltd.

Date: 2/12/2026

Name: Wang Bibo

Title: CEO

BIBO

Eramet S.A.

Date: 2/12/2026

Name: Christel Bories

Title: CEO

Bories

Solidcore Resources plc

Date: 2/12/2026

Name: Vitaly Nesis

Title: CEO

Nesis

Apex Mining Co., Inc.

Date: 2/12/2026

Name: Louie R. Sarmiento

Title: CEO

Sarmiento

MP Materials Corp.

Date: 2/12/2026

Name: James Litinsky

Title: CEO

ЛУТІНСКУ

USA Rare Earth, LLC

Date: 2/12/2026

Name: Joshua Ballard

Title: CEO

Ballard

ZAO Sibplaz

Date: 2/12/2026

Name: Andrey Zaitsev

Title: CEO

Zaitsev

Amaroq Minerals Ltd.

Date: 2/12/2026

Name: Eldur Ólafsson

Title: CEO

Ólafsson

Great Southern Copper Ltd.

Date: 2/12/2026

Name: Sam Garrett

Title: CEO

Garrett