Table of Contents

**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

# FORM 10-Q

**(Mark One)**

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended June 30, 2025**

**or**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the transition period from___ to ___**

**Commission File Number: 001-39281**

# TMC THE METALS COMPANY INC.

**(Exact name of registrant as specified in its charter)**

| | |
|---|---|
| **British Columbia, Canada** | **Not Applicable** |
| (State or other jurisdiction of incorporation or organization) | (IRS Employer Identification No.) |
| **1111 West Hastings Street, 15th Floor**<br>**Vancouver, British Columbia** | **V6E 2J3** |
| (Address of principal executive offices) | (Zip Code) |

**(888) 458-3420**
(Registrant's telephone number, including area code)

**Not applicable**
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Shares, without par value | TMC | The Nasdaq Stock Market LLC |
| Redeemable warrants, each whole warrant exercisable for one Common Share, each at an exercise price of $11.50 per share | TMCWW | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

| | | | |
|---|---|---|---|
| Large accelerated filer | ☐ | Accelerated filer | ☐ |
| Non-accelerated filer | ☒ | Smaller reporting company | ☒ |
| | | Emerging growth company | ☒ |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 13, 2025, the registrant had 406,392,921 common shares outstanding.

**TMC THE METALS COMPANY INC.**
**FORM 10-Q**
For the quarterly period ended June 30, 2025

**TABLE OF CONTENTS**


| | | Page |
|---|---|---|
| | Cautionary Note Regarding Forward-Looking Statements | 3 |
| **Part I** | **Financial Information** | 5 |
| Item 1. | Financial Statements | 5 |
| | Condensed Consolidated Balance Sheets as of June 30, 2025 and December 31, 2024 (Unaudited) | 5 |
| | Condensed Consolidated Statements of Loss and Comprehensive Loss for the three and six months ended June 30, 2025 and 2024 (Unaudited) | 6 |
| | Condensed Consolidated Statements of Changes in Equity for the three and six months ended June 30, 2025 and 2024 (Unaudited) | 7 |
| | Condensed Consolidated Statements of Cash Flows for the three and six months ended June 30, 2025 and 2024 (Unaudited) | 9 |
| | Notes to Interim Condensed Consolidated Financial Statements (Unaudited) | 10 |
| Item 2. | Management's Discussion and Analysis of Financial Condition and Results of Operations | 29 |
| Item 3. | Quantitative and Qualitative Disclosures About Market Risk | 50 |
| Item 4. | Controls and Procedures | 51 |
| **Part II** | **Other Information** | 52 |
| Item 1. | Legal Proceedings | 52 |
| Item 1A. | Risk Factors | 53 |
| Item 2. | Unregistered Sales of Equity Securities and Use of Proceeds | 55 |
| Item 3. | Defaults Upon Senior Securities | 55 |
| Item 4. | Mine Safety Disclosures | 55 |
| Item 5. | Other Information | 55 |
| Item 6. | Exhibits | 56 |
| Signatures | | 58 |

In this Quarterly Report on Form 10-Q, the terms “we,” “us,” “our,” the “Company” and “TMC” mean TMC the metals company Inc. and our subsidiaries. TMC is incorporated under the laws of the province of British Columbia, Canada. The Company’s common shares and public warrants to purchase common shares trade on the Nasdaq Global Select Market (“Nasdaq”), under the symbols “TMC” and “TMCWW,” respectively.

**CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This Quarterly Report on Form 10-Q includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that relate to future events, our future operations or financial performance, or our plans, strategies and prospects. These statements are based on the beliefs and assumptions of our management team. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning possible or assumed future actions, business strategies, events or performance, are forward-looking statements. These statements may be preceded by, followed by or include the words “believes,” “estimates,” “expects,” “projects,” “forecasts,” “may,” “will,” “should,” “seeks,” “plans,” “scheduled,” “anticipates” or “intends” or the negative of these terms, or other comparable terminology intended to identify statements about the future, although not all forward-looking statements contain these identifying words. The forward-looking statements are based on projections prepared by, and are the responsibility of, our management. Forward-looking statements contained in this Quarterly Report on Form 10-Q include, but are not limited to, statements about:

- the commercial and technical feasibility of seafloor polymetallic nodule collection and processing;
- our and our partners’ development and operational plans, including with respect to the planned uses of polymetallic nodules, where and how nodules will be obtained and processed, the expected environmental, social and governance (“ESG”) impacts thereof and our plans to assess these impacts and the timing and scope of these plans, including the timing and expectations with respect to our receipt of exploitation contracts and our commercialization plans;
- the supply and demand for nickel and cobalt (including critical metals and battery cathode feedstocks), steel-making feedstocks, copper and manganese ores;
- the future prices of nickel and cobalt (including critical metals and battery cathode feedstocks), steel-making feedstocks, copper and manganese ores;
- the timing and content of the final exploitation regulations of the International Seabed Authority’s (“ISA”) that will create the legal and technical framework for exploitation of polymetallic nodules in the Clarion Clipperton Zone of the Pacific Ocean (“CCZ”) under the United Nations Convention on the Law of the Sea (“UNCLOS”);
- the timing of the exploration license and commercial recovery permit application review by the National Oceanographic and Atmospheric Administration (“NOAA”) of the United States under the Deep Seabed Hard Mineral Resources Act of 1980 (“DSHMRA”);
- government regulation of mineral extraction from the deep seafloor and changes in mining laws and regulations;
- technical, operational, environmental, social and governance risks of developing and deploying equipment to collect and ship polymetallic nodules at sea, and to process such nodules on land;
- the sources and timing of potential revenue as well as the timing and amount of estimated future production, costs of production, other expenses, capital expenditures and requirements for additional capital;
- cash flow provided by operating activities;
- the expected activities of our partners under our key strategic relationships;

- the sufficiency of our cash on hand to meet our working capital and capital expenditure requirements, the need for additional financing and our ability to continue as a going concern;
- our ability to raise financing in the future, the nature of any such financing and our plans with respect thereto;
- any litigation to which we are a party;
- claims and limitations on insurance coverage;
- our plans to mitigate our material weakness in our internal control over financial reporting;
- geological, metallurgical and geotechnical studies and opinions;
- mineral resource estimates and our ability to define and declare reserve estimates;
- our status as an emerging growth company, non-reporting Canadian issuer and passive foreign investment company;
- our expected financial performance.

These forward-looking statements are based on information available as of the date of this Quarterly Report on Form 10-Q, and current expectations, forecasts and assumptions, and involve a number of judgments, risks and uncertainties. Important factors could cause actual results, performance or achievements to differ materially from those indicated or implied by forward-looking statements such as those described under the caption “Risk Factors” in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024 as filed with the Securities and Exchange Commission (“SEC”) on March 27, 2025 (“2024 Annual Report on Form 10-K”) and in Item 1A of Part II of our Quarterly Report on Form 10 - Q for the quarter ended March 31, 2025 as filed with the SEC on May 14, 2025. Such risks are not exhaustive. New risk factors emerge from time to time, and it is not possible to predict all such risk factors, nor can we assess the impact of all such risk factors on our business or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. Forward-looking statements are not guarantees of performance. You should not put undue reliance on these statements, which speak only as of the date hereof. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the foregoing cautionary statements. We undertake no obligations to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

**PART I – FINANCIAL INFORMATION**

**Item 1. Financial Statements**

**TMC the metals company Inc.**
**Condensed Consolidated Balance Sheets**
**(in thousands of US Dollars, except share amounts)**
**(Unaudited)**

| ASSETS | Note | As at June 30, 2025 | As at December 31, 2024 |
|---|---|---|---|
| **Current** | | | |
| Cash | | $ 115,759 | $ 3,480 |
| Receivables and prepayments | | 1,519 | 1,851 |
| | | 117,278 | 5,331 |
| **Non-current** | | | |
| Exploration assets | | 42,951 | 42,951 |
| Equipment | | 655 | 771 |
| Software development costs | | 2,039 | 1,928 |
| Right-of-use asset | 6 | 2,860 | 3,814 |
| Investment | 7 | 7,911 | 8,203 |
| | | 56,416 | 57,667 |
| **TOTAL ASSETS** | | **$ 173,694** | **$ 62,998** |
| **LIABILITIES** | | | |
| **Current** | | | |
| Accounts payable and accrued liabilities | 9 | 47,099 | 42,754 |
| Short-term debt | 6,15 | 2,478 | 11,775 |
| | | 49,577 | 54,529 |
| **Non-current** | | | |
| Deferred tax liability | | 10,675 | 10,675 |
| Royalty liability | 7 | 14,000 | 14,000 |
| Warrants liability | 12 | 17,582 | 912 |
| | | 42,257 | 25,587 |
| **TOTAL LIABILITIES** | | **$ 91,834** | **$ 80,116** |
| **EQUITY** | | | |
| Common shares *(unlimited shares, no par value – issued: 397,155,318 (December 31, 2024 – 340,708,460))* | | 606,246 | 477,217 |
| Additional paid in capital | | 203,181 | 138,303 |
| Accumulated other comprehensive loss | | (1,203) | (1,203) |
| Deficit | | (726,364) | (631,435) |
| **TOTAL EQUITY** | | 81,860 | **(17,118)** |
| **TOTAL LIABILITIES AND EQUITY** | | **$ 173,694** | **$ 62,998** |

**Nature of Operations** *(Note 1)*
**Contingent Liabilities** *(Note 16)*
**Subsequent Event** *(Note 19)*

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

**TMC the metals company Inc.**
**Condensed Consolidated Statements of Loss and Comprehensive Loss**
**(in thousands of US Dollars, except share and per share amounts)**
**(Unaudited)**

| | Note | Three months ended June 30, 2025 | Three months ended June 30, 2024 | Six months ended June 30, 2025 | Six months ended June 30, 2024 |
|---|---|---|---|---|---|
| **Operating expenses** | | | | | |
| Exploration and evaluation expenses | 8 | $ 10,496 | $ 12,403 | $ 20,011 | $ 30,526 |
| General and administrative expenses | | 11,479 | 7,892 | 19,979 | 14,451 |
| **Operating loss** | | **21,975** | **20,295** | **39,990** | **44,977** |
| | | | | | |
| **Other items** | | | | | |
| Nauru Warrant cost | 12 | 33,079 | — | 33,079 | — |
| Equity-accounted investment loss (income) | 7 | (89) | 61 | (54) | 139 |
| Change in fair value of warrant liability | 12 | 16,229 | (580) | 16,670 | (49) |
| Foreign exchange loss (gain) | | 2,461 | (84) | 3,556 | (350) |
| Interest income | | (147) | (16) | (166) | (118) |
| Fees and interest on borrowings and credit facilities | 6, 15 | 833 | 492 | 1,854 | 763 |
| | | | | | |
| **Net Loss and comprehensive loss for the period** | | **$ 74,341** | **$ 20,168** | **$ 94,929** | **$ 45,362** |
| | | | | | |
| **Net Loss per share** | | | | | |
| **- Basic and diluted** | | **$ 0.20** | **$ 0.06** | **$ 0.27** | **$ 0.14** |
| | | | | | |
| **Weighted average number of common shares outstanding – basic and diluted** | | **366,626,500** | **320,891,977** | **356,045,231** | **316,206,916** |

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

**TMC the metals company Inc.**
**Condensed Consolidated Statements of Changes in Equity**
**(in thousands of US Dollars, except share amounts)**
**(Unaudited)**

| Three months ended June 30, 2025 | Common Shares | | Preferred Shares | Special Shares | Additional Paid in Capital | Accumulated Other Comprehensive Loss | Deficit | Total |
|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | | | | | | |
| **April 1, 2025** | **356,617,022** | **$ 495,804** | **$ —** | **$ —** | **$ 140,656** | **$ (1,203)** | **$ (652,023)** | **$ (16,766)** |
| Issuance of shares and warrants to Korea Zinc, net of expenses (Notes 10, 12) | 19,623,376 | 71,686 | — | — | 13,432 | — | — | 85,118 |
| Issuance of shares and warrants under 2025 Registered Direct Offering, net of expenses (Notes 10, 12) | 9,000,000 | 17,640 | — | — | 12,087 | — | — | 29,727 |
| Shares issued from ATM (Note 11) | 4,567,770 | 9,222 | — | — | — | — | — | 9,222 |
| Exercise of Class A warrants (Note 12) | 250,000 | 724 | — | — | 3,053 | — | — | 3,777 |
| Exercise of Class B warrants (Note 12) | 4,833,096 | 6,451 | — | — | (3,801) | — | — | 2,650 |
| Conversion of restricted share units, net of shares withheld for taxes (Note 13) | 1,539,397 | 3,254 | — | — | (3,254) | — | — | — |
| Exercise of stock options (Note 13) | 712,124 | 1,453 | — | — | (991) | — | — | 462 |
| Share purchase under Employee Share Purchase Plan (Note 13) | 12,533 | 12 | — | — | (2) | — | — | 10 |
| Nauru Warrant Cost (Note 12) | — | — | — | — | 33,079 | — | — | 33,079 |
| Share-based compensation and expenses settled with equity (Note 13) | — | — | — | — | 8,922 | — | — | 8,922 |
| Loss for the period | — | — | — | — | — | — | (74,341) | (74,341) |
| **June 30, 2025** | **397,155,318** | **$ 606,246** | **$ —** | **$ —** | **$ 203,181** | **$ (1,203)** | **$ (726,364)** | **$ 81,860** |

| Three months ended June 30, 2024 | Common Shares | | Preferred Shares | Special Shares | Additional Paid in Capital | Accumulated Other Comprehensive Loss | Deficit | Total |
|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | | | | | | |
| **April 1, 2024** | **318,291,383** | **$ 454,431** | **$ —** | **$ —** | **$ 122,691** | **$ (1,216)** | **$ (574,096)** | **$ 1,810** |
| Conversion of restricted share units, net of shares withheld for taxes | 1,777,466 | 1,884 | — | — | (1,884) | — | — | — |
| Shares issued from ATM | 1,634,588 | 2,587 | — | — | — | — | — | 2,587 |
| Exercise of stock options | 511,052 | 1,617 | — | — | (1,398) | — | — | 219 |
| Share purchase under Employee Share Purchase Plan | 27,394 | 54 | — | — | (30) | — | — | 24 |
| Share-based compensation and expenses settled with equity | — | — | — | — | 5,921 | — | — | 5,921 |
| Loss for the period | — | — | — | — | — | — | (20,168) | (20,168) |
| **June 30, 2024** | **322,241,883** | **$ 460,573** | **$ —** | **$ —** | **$ 125,300** | **$ (1,216)** | **$ (594,264)** | **$ (9,607)** |

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

**TMC the metals company Inc.**
**Condensed Consolidated Statements of Changes in Equity**
**(in thousands of US Dollars, except share amounts)**
**(Unaudited)**

| Six months ended June 30, 2025 | Common Shares | | Preferred Shares | Special Shares | Additional Paid in Capital | Accumulated Other Comprehensive Loss | Deficit | Total |
|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | | | | | | |
| **January 1, 2025** | **340,708,460** | **$ 477,217** | **$ —** | **$ —** | **$ 138,303** | **$ (1,203)** | **$ (631,435)** | **$ (17,118)** |
| Issuance of shares and warrants to Korea Zinc, net of expenses (Notes 10, 12) | 19,623,376 | 71,686 | — | — | 13,432 | — | — | 85,118 |
| Issuance of shares and warrants under 2025 Registered Direct Offering, net of expenses (Notes 10, 12) | 9,000,000 | 17,640 | — | — | 12,087 | — | — | 29,727 |
| Issuance of shares and warrants under 2024 Registered Direct Offering, net of expenses (Notes 10, 12) | 5,000,000 | 2,237 | — | — | 2,763 | — | — | 5,000 |
| Shares issued from ATM (Note 11) | 7,542,996 | 14,784 | — | — | — | — | — | 14,784 |
| Exercise of Class A warrants (Note 12) | 250,000 | 724 | — | — | 3,053 | — | — | 3,777 |
| Exercise of Class B warrants (Note 12) | 4,833,096 | 6,451 | — | — | (3,801) | — | — | 2,650 |
| Conversion of restricted share units, net of shares withheld for taxes (Note 13) | 9,472,733 | 14,042 | — | — | (14,042) | — | — | — |
| Exercise of stock options (Note 13) | 712,124 | 1,453 | — | — | (991) | — | — | 462 |
| Share purchase under Employee Share Purchase Plan (Note 13) | 12,533 | 12 | — | — | (2) | — | — | 10 |
| Nauru Warrant Cost (Note 12) | — | — | — | — | 33,079 | — | — | 33,079 |
| Share-based compensation and expenses settled with equity (Note 13) | — | — | — | — | 19,300 | — | — | 19,300 |
| Loss for the period | — | — | — | — | — | — | (94,929) | (94,929) |
| **June 30, 2025** | **397,155,318** | **$ 606,246** | **$ —** | **$ —** | **$ 203,181** | **$ (1,203)** | **$ (726,364)** | **$ 81,860** |

| Six months ended June 30, 2024 | Common Shares | | Preferred Shares | Special Shares | Additional Paid in Capital | Accumulated Other Comprehensive Loss | Deficit | Total |
|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | | | | | | |
| **January 1, 2024** | **306,558,710** | **$ 438,239** | **$ —** | **$ —** | **$ 122,797** | **$ (1,216)** | **$ (548,902)** | **$ 10,918** |
| Issuance of shares and warrants under registered direct offering, net of expenses | 4,500,000 | 7,447 | — | — | 1,553 | — | — | 9,000 |
| Conversion of restricted share units, net of shares withheld for taxes | 8,890,139 | 10,485 | — | — | (10,485) | — | — | — |
| Shares issued from ATM | 1,634,588 | 2,587 | — | — | — | — | — | 2,587 |
| Exercise of stock options | 631,052 | 1,761 | — | — | (1,352) | — | — | 409 |
| Share purchase under Employee Share Purchase Plan | 27,394 | 54 | — | — | (30) | — | — | 24 |
| Share-based compensation and expenses settled with equity | — | — | — | — | 12,817 | — | — | 12,817 |
| Loss for the period | — | — | — | — | — | — | (45,362) | (45,362) |
| **June 30, 2024** | **322,241,883** | **$ 460,573** | **$ —** | **$ —** | **125,300** | **$ (1,216)** | **$ (594,264)** | **$ (9,607)** |

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

**TMC the metals company Inc.**
**Condensed Consolidated Statements of Cash Flows**
**(in thousands of US Dollars)**
**(Unaudited)**

| | Note | Six months ended June 30, 2025 | Six months ended June 30, 2024 |
|---|---|---|---|
| **Cash provided by (used in)** | | | |
| | | | |
| **Operating activities** | | | |
| Loss for the period | | $ (94,929) | $ (45,362) |
| Items not affecting cash: | | | |
| Nauru Warrant Cost | 12 | 33,079 | — |
| Amortization | | 116 | 197 |
| Accrued interest on credit facilities | | 128 | 25 |
| Lease expense | 6 | 954 | 954 |
| Share-based compensation and expenses settled with equity | 13 | 19,300 | 12,817 |
| Equity-accounted investment (income) loss | 7 | (54) | 139 |
| Change in fair value of warrants liability | 12 | 16,670 | (49) |
| Unrealized foreign exchange movement | | 4,687 | (301) |
| Interest paid on amounts drawn from credit facilities and short-term Debt | 6,15 | (693) | (25) |
| Changes in working capital: | | | |
| Receivables and prepayments | | 332 | 782 |
| Accounts payable and accrued liabilities | | 401 | 6,857 |
| **Net cash used in operating activities** | | **(20,009)** | **(23,966)** |
| | | | |
| **Investing activities** | | | |
| Acquisition of equipment and software | | (120) | (415) |
| Proceeds from Low Carbon Royalties distribution | 7 | 346 | — |
| **Net cash generated from (used in) investing activities** | | **226** | **(415)** |
| | | | |
| **Financing activities** | | | |
| Proceeds from Korea Zinc Private Placement | 10 | 85,165 | — |
| Proceeds from Registered Direct Offerings | 10 | 35,010 | 9,000 |
| Expenses paid for Registered Direct Offerings | 10 | (492) | (142) |
| Proceeds from shares issued from ATM | 11 | 14,784 | 2,546 |
| Proceeds from exercise of Class A warrants | 12 | 3,777 | — |
| Proceeds from exercise of Class B warrants | 12 | 2,650 | — |
| Repayment of drawn amount on credit facilities | 15 | (1,797) | — |
| Repayment of Allseas Working Capital Loan | 6 | (7,500) | — |
| Proceeds from exercise of stock options | 13 | 462 | 409 |
| Proceeds from Drawdown of credit facilities | 6, 15 | — | 3,875 |
| Proceeds from Drawdown of Allseas Debt Agreement | 6 | — | 2,000 |
| Proceeds from Employee Share Purchase Plan | 13 | 10 | 24 |
| **Net cash provided by financing activities** | | **132,069** | **17,712** |
| **Increase (Decrease) in cash** | | **$ 112,286** | **$ (6,669)** |
| **Impact of exchange rate changes on cash** | | **(7)** | **301** |
| **Cash - beginning of period** | | **3,480** | **6,842** |
| **Cash - end of period** | | **$ 115,759** | **$ 474** |

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 1. Nature of Operations

TMC the metals company Inc. ("TMC" or the "Company") was incorporated as a Cayman Islands exempted company limited by shares on December 18, 2019, and continued as a corporation under the laws of the province of British Columbia, Canada on September 9, 2021. The Company's corporate office, registered address and records office is located at 10th floor, 1111 West Hastings Street, 15th Floor, Vancouver, British Columbia, Canada, V6E 2J3. The Company's common shares and warrants to purchase common shares are listed for trading on the Nasdaq Global Select Market ("Nasdaq") under tickers "TMC" and "TMCWW", respectively.

The Company is a deep-sea minerals exploration company focused on the collection and processing of polymetallic nodules found on the seafloor in international waters of the Clarion Clipperton Zone in the Pacific Ocean ("CCZ"), with NORI Area D located approximately 1,500 miles southwest of San Diego, California. These nodules contain high grades of four metals (nickel, copper, cobalt, manganese) which can be used as (i) feedstock for battery cathode precursors (nickel, cobalt and manganese sulfates, or intermediate nickel-copper-cobalt matte or nickel-copper-cobalt alloy) for nickel-rich lithium-ion batteries, (ii) copper cathode for electric wiring, energy transmission and other applications and (iii) manganese silicate for manganese alloy production required for steel manufacturing.

On April 28, 2025, the Company's wholly owned subsidiary, The Metals Company USA, LLC ("TMC USA"), formally submitted applications for two exploration licenses and one commercial recovery permit to the National Oceanic and Atmospheric Administration ("NOAA") pursuant to the Deep Seabed Hard Mineral Resources Act of 1980 or DSHMRA. The submitted exploration license applications are to secure exploration rights over two areas in the CCZ, namely TMC USA-A and TMC USA-B, covering a total area of 199,895 square kilometers. The submitted commercial recovery permit application is to secure exploitation rights for a subset of the TMC USA-A area covering over 25,160 square kilometers. The commercial recovery application is the first submission under DSHMRA for commercial recovery of polymetallic nodules.

Both Nauru Ocean Resources Inc. (NORI) and Tonga Offshore Mining Limited (TOML) continue to hold their exploration licenses granted by the International Seabed Authority (ISA) and continue pursuing their efforts under these licenses.

The realization of the Company's assets and attainment of profitable operations is dependent upon many factors including, among other things: financing being arranged by the Company to continue the scaling of the nodule collection system for the recovery of polymetallic nodules from the seafloor and the processing technology for the treatment of polymetallic nodules at commercial scale, the establishment of mineable reserves, the commercial and technical feasibility of seafloor polymetallic nodule collection and processing, metal prices, and regulatory approvals and environmental permitting for commercial operations. The outcome of these matters cannot presently be determined because they are contingent on future events and may not be fully under the Company's control.

## 2. Basis of Presentation

These unaudited condensed consolidated interim financial statements are prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") for interim financial statements. Accordingly, certain information and footnote disclosures required by U.S. GAAP have been condensed or omitted in these unaudited condensed consolidated interim financial statements pursuant to such rules and regulation. In management's opinion, these unaudited condensed consolidated interim financial statements include all adjustments of a normal recurring nature necessary for the fair presentation of the Company's statement of financial position, operating results for the periods presented, comprehensive loss, shareholder's equity and cash flows for the interim periods, but are not necessarily indicative of the results of operations to be expected for the full year ending December 31, 2025 or for any other period. These unaudited condensed consolidated interim financial statements should be read in conjunction with the audited annual consolidated financial statements for the year ended December 31, 2024. The Company has applied the same accounting policies as in the prior year.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 3. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts in the consolidated financial statements and the notes thereto. Significant estimates and assumptions reflected in these condensed consolidated interim financial statements include, but are not limited to, the evaluation of going concern, the valuation of share-based payments, including valuation of stock options (Note 13), valuation of warrants (Note 12), the valuation of the Royalty liability (Note 7) and the valuation of leases (Note 6). Actual results could differ materially from those estimates.

## 4. Fair Value of Financial Instruments

Fair value estimates of financial instruments are made at a specific point in time, based on relevant information about financial markets and specific financial instruments. As these estimates are subjective in nature, involving uncertainties and matters of significant judgment, they cannot be determined with precision. Changes in assumptions can significantly affect estimated fair value.

The Company measures fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the reporting date. In accordance with US GAAP, the Company utilizes a three-tier hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value:

- ***Level 1*** - Valuations based on quoted prices in active markets for identical assets or liabilities that an entity has the ability to access.
- ***Level 2*** - Valuations based on quoted prices for similar assets or liabilities, quoted prices for identical assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities.
- ***Level 3*** - Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

There were no transfers between fair value measurement levels during the three and six months ended June 30, 2025, and 2024.

As at June 30, 2025, and December 31, 2024, the carrying values of cash, receivables, short-term debt, accounts payable and accrued liabilities approximate their fair values due to the short-term nature of these instruments. The financial instruments also include royalty liability, accrued liabilities and warrants which are recorded at fair value as disclosed in Note 7, Note 9 and Note 12, respectively.

## 5. Recent Accounting Pronouncements Issued and Adopted

There were no recent accounting pronouncements issued and adopted by the Company during the period.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 6. Strategic Alliance with Allseas and Affiliates

### Development of Project Zero Offshore Nodule Collection System

On March 16, 2022, NORI and Allseas Group S.A. ("Allseas") entered into a non-binding term sheet for the development and operation of a commercial nodule collection system. For the three and six months ended June 30, 2025, Allseas provided the Company with engineering, project management and vessel use services consisting of lay-up and transit costs totaling $0.9 million and $3.2 million, respectively as part of the development of the commercial nodule collection system: these costs were recorded as mining, technological and process development within exploration and evaluation expenses (Note 8) (For three months and six months ended June 30, 2024: $3.2 million and 6.9 million respectively).

### Exclusive Vessel Use Agreement with Allseas

On August 1, 2023, the Company entered into an Exclusive Vessel Use Agreement with Allseas pursuant to which Allseas will give exclusive use of the vessel *("Hidden Gem")* to the Company in support of the development of the Project Zero Offshore Nodule Collection System until the system is completed or December 31, 2026, whichever is earlier. Allseas can terminate the agreement if the Company ceases normal operations, assigns assets to creditors, initiates bankruptcy proceedings, or faces unresolved bankruptcy-related actions.

For the three and six months ended June 30, 2025, the Company has recognized $0.5 million and $1 million, respectively as lease expense recorded as exploration and evaluation expense (For the three and six months ended June 30, 2024: $0.5 million and $1 million respectively).

| | | Right-of-use Asset |
|---|---|---|
| **Balance as at December 31, 2023** | **$** | **5,721** |
| Lease expense during the year | | **1,907** |
| **Balance as at December 31, 2024** | **$** | **3,814** |
| Lease expense during the period | | **954** |
| **Balance as at June 30, 2025** | **$** | **2,860** |

### 2023 Credit Facility and Loan Agreements with Company Related to Allseas

On March 22, 2023, the Company entered into an Unsecured Credit Facility Agreement, which was amended on July 31, 2023 ("2023 Credit Facility"), with Argentum Cedit Virtuti GCV (the "Lender"), the parent of Allseas Investments S.A. ("Allseas Investments") and an affiliate of Allseas, pursuant to which, the Company may borrow from the Lender up to $25 million in the aggregate, from time to time, subject to certain conditions. All amounts drawn under the 2023 Credit Facility will bear interest based on the 6-month Secured Overnight Financing Rate, 180-day average plus a margin of 4.0% per annum payable in cash semi-annually (or plus a margin of 5% if paid-in-kind at maturity, at the Company's election) on the first business day of each of June and January. The Company will pay an underutilization fee equal to 4.0% per annum payable semi-annually for any amounts that remain undrawn under the 2023 Credit Facility. The Company has the right to pre-pay the entire amount outstanding under the 2023 Credit Facility at any time before the 2023 Credit Facility's maturity. The Company has the ability to settle certain charges under the 2023 Credit Facility in cash or in equity at the discretion of the Company. The 2023 Credit Facility also contains customary events of default. On March 24, 2025, the Company entered into a Letter Agreement with the Lender, pursuant to which the undrawn, unsecured credit facility was cancelled with the only obligation being the underutilization fees amounting to $2 million as payable.

On September 9, 2024, the Company entered into a working capital loan agreement (the "Working Capital Loan Agreement") with Allseas Investments, a company related to Allseas. In accordance with the Working Capital Loan Agreement, Allseas Investments provided a loan to the Company of $7.5 million (the "Working Capital Loan") to be used towards general corporate purposes and for the repayment of all outstanding amounts under the Short-Term Loan between the Company and the Lender. The Working Capital Loan is payable to Allseas Investments on or before the earlier of (i) the occurrence of certain financing events and (ii) April 1, 2025 (the "Repayment Date"). The Working Capital Loan will bear interest based on the 6-month Secured Overnight Financing Rate, 180-day average plus a margin of 4.0% per annum and is payable in two installments on January 2, 2025, and the Repayment Date (or plus a margin of 5.0% if all interest payments are deferred to the Repayment Date, at the Company's election). On March 24, 2025, the Company entered into a Letter Agreement with Allseas Investments, pursuant to which the Repayment Date under the Working Capital Loan Agreement was extended to September 30, 2025, with principal and interest being repayable on that date. During the three and six months ended June 30, 2025, the Company incurred $0.1 million and $0.2 million, respectively as interest expense. During the second quarter of 2025, the Company repaid the entire outstanding loan and interest, amounting to $7.5 million and $0.5 million, respectively, thereby cancelling the Working Capital Loan Agreement.

**Other Activity**

On May 12, 2025, the Company entered into a securities purchase agreement with Allseas (Note 10) pursuant to which the Company agreed to sell and issue, 2,333,333 common shares of the Company, and 2,333,333 Class C warrants ("Class C Warrants") to Allseas for gross proceeds of $7 million. In the second quarter of 2025, the entire gross proceeds from Allseas were received and the corresponding shares were issued.

As at June 30, 2025, the total amount payable to Allseas and its affiliates was $32.4 million, with the entire balance recorded in accrued liabilities in the Condensed Consolidated Balance Sheet (Note 9) (December 31, 2024: $33.3 million of which $25.8 recorded as accrued liabilities and $7.5 million recorded as short-term debt). As at June 30, 2025, Allseas and its affiliates owned 56.1 million TMC common shares (2024: 53.8 million TMC common shares) which constituted 14.1% (December 31, 2024: 15.8%) of total common shares outstanding.

## 7. Investment in Low Carbon Royalties

On February 21, 2023 (the "Closing Date"), the Company and its wholly-owned subsidiary, NORI, entered into an investment agreement (the "Royalty Agreement") with Low Carbon Royalties Inc. ("Low Carbon Royalties"). In connection with the Royalty Agreement, NORI contributed a 2% gross overriding royalty (the "NORI Royalty") on the Company's NORI project area in the CCZ to Low Carbon Royalties. In consideration of the NORI Royalty, TMC received an ownership in Low Carbon Royalties and $5 million in cash, as of the Closing Date. In connection with the Royalty Agreement the Company entered into an Investor Rights Agreement with Low Carbon Royalties and a shareholder of Low Carbon Royalties, pursuant to which the Company and this shareholder each have a right, subject to certain percentage maintenance, to nominate a director to Low Carbon Royalties' board of directors, along with registration and information rights.

During the six months ended June 30, 2025, there was no change to the Company's ownership in Low Carbon Royalties which remained at 32% (December 31, 2024: 32%).

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

For the three and six months ended June 30, 2025, the Company's share of the net gain generated by Low Carbon Royalties was $89 thousand and $54 thousand, respectively (For the three and six months ended June 30, 2024, the Company's share of Low Carbon Royalties's net loss was: $61 thousand and $139 thousand respectively). During the second quarter of 2025, Low Carbon Royalties declared and paid a return of capital of $0.025 per share with the Company's share of return of capital amounting to $0.3 million. The Company recorded the return of capital received from Low Carbon Royalties based on the Nature of the Distribution Approach. As the distribution was a return of capital, the Company has disclosed the receipt under Investing Activities in the Condensed Consolidated Statements of Cash Flows.

| | Investment |
|---|---|
| Investment as at December 31, 2023 | $ 8,429 |
| Equity-accounted investment loss for the 2024 year | (226) |
| Investment as at December 31, 2024 | $ 8,203 |
| Return of Capital | (346) |
| Equity-accounted investment income for the six months ended June 30, 2025 | 54 |
| **Investment as at June 30, 2025** | **$ 7,911** |

The NORI Royalty was recorded as a royalty liability in the consolidated Balance Sheet in accordance with ASC 470, *Debt* ("ASC 470"). The Company elected to account for the royalty liability at fair value through profit and loss. The fair value was determined using a market approach which entails examining recent royalty transactions prior to the reporting date, focusing on those transactions that involve similar metals as contained in NORI's polymetallic nodules. The Company compares the specific characteristics of these transactions to estimate the fair value. The fair value of the royalty liability as at June 30, 2025, remained unchanged at $14 million.

Financial results of Low Carbon Royalties as at and for the three and six months ended June 30, 2025, and 2024 are summarized below:

| | **As at June 30, 2025** | As at June 30, 2024 |
|---|---|---|
| Current Assets | $ **1,031** | 1,410 |
| Non-Current Assets | **25,112** | 25,726 |
| Current Liabilities | **70** | 80 |

| | **Three months ended June 30, 2025** | Three months ended June 30, 2024 | **Six months ended June 30, 2025** | Six months ended June 30, 2024 |
|---|---|---|---|---|
| Royalty Income | $ **273** | 396 | **526** | 790 |
| Total Revenue | **284** | 410 | **554** | 814 |
| Comprehensive Gain (Loss) for the period | $ **277** | (191) | **167** | (433) |

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 8. Exploration and Evaluation Expenses

The detail of exploration and evaluation expenses is as follows:

| | Three months ended June 30, 2025 | Three months ended June 30, 2024 | Six months ended June 30, 2025 | Six months ended June 30, 2024 |
|---|---|---|---|---|
| Environmental Studies | **$ 1,826** | $ 1,489 | **$ 3,096** | $ 3,319 |
| Exploration Labor | **2,601** | 2,423 | **5,188** | 4,757 |
| Share-Based Compensation *(Note 13)* | **3,325** | 3,123 | **5,253** | 4,094 |
| Mining, Technological and Process Development | **1,553** | 3,936 | **4,503** | 15,534 |
| Prefeasibility Studies | **462** | 295 | **503** | 585 |
| Sponsorship, Training and Stakeholder Engagement | **606** | 740 | **1,239** | 1,613 |
| Other | **123** | 397 | **229** | 624 |
| | **$ 10,496** | $ 12,403 | **$ 20,011** | $ 30,526 |

## 9. Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities outstanding at June 30, 2025, and December 31, 2024 are as follows:

| | June 30 2025 | December 31 2024 |
|---|---|---|
| Accounts Payable | **$ 4,215** | $ 6,198 |
| Accrued Liabilities [(1)(2)] | **42,884** | 36,556 |
| | **$ 47,099** | $ 42,754 |

(1) As at June 30, 2025, accrued liabilities included $32.4 million related to Allseas (Note 6) (Dec 31, 2024 - $25.8 million).
(2) As of June 30, 2025, accrued liabilities included $0.4 million in fees payable to a consultant, contingent on warrant exercise and recorded at fair value.

## 10. Financing Activity

### 2024 Registered Direct Offering

In the last quarter of 2024, the Company entered into a securities purchase agreement with certain investors, pursuant to which the Company agreed to sell and issue, in a registered direct offering (the “2024 Registered Direct Offering”) 19,900,000 common shares and issue Class B Warrants to purchase 9,950,000 Common Shares (“Class B Warrants”). On February 6, 2025, the Company received the final balance of committed funding from the 2024 Registered Direct Offering of $5 million and issued 5,000,000 common shares and 2,500,000 Class B Warrants. Out of the total $5 million net proceeds received in the three months ended March 31, 2025, the net proceeds attributable to common shares were $2.2 million and the net proceeds attributable to Class B Warrants were $2.8 million (Note 12).

### 2025 Registered Direct Offering

On May 12, 2025, the Company entered into a securities purchase agreement with certain new and existing investors pursuant to which the Company in consideration of gross proceeds of $37 million, agreed to sell and issue, in a registered direct offering (the “ 2025 Registered Direct Offering”), an aggregate of 12,333,333 common shares of the Company, and accompanying Class C warrants to purchase an aggregate of 12,333,333 common shares to such new and existing investors (Note 12). Each Common Share and the accompanying Class C Warrant to purchase a Common Share were sold at a price of $3.00.

During the second quarter of 2025, the Company received gross proceeds of $30 million and issued 9,000,000 million common shares and 10,003,333 Class C Warrants. The Company issued the remaining 3,333,333 common shares and 2,330,000 Class C Warrants in July 2025 after receipt of the remaining gross proceeds amounting to $7 million. The total expenses related to the 2025 Registered Offering were $0.3 million resulting in net proceeds of $36.7 million.

**Agreement with Korea Zinc**

On June 16, 2025, the Company entered into a Securities Purchase Agreement (the "Korea Zinc Agreement") with Korea Zinc Company, Ltd. ("Korea Zinc"), pursuant to which the Company in consideration of gross cash receipt of $85.2 million, agreed to issue and sell to Korea Zinc 19,623,376 common shares of the Company and accompanying warrants to purchase an aggregate of 6,868,181 common shares (Note 12). The purchase price per share and accompanying warrant was set at $4.34. During the second quarter of 2025, upon receipt of the entire purchase amount of $85.2 million, the Company issued 19,623,376 common shares and accompanying warrants to purchase an aggregate of 6,868,181 common shares. The total expenses related to the Korea Zinc agreement were $1.9 million payable in equity (Note 13) resulting in net proceeds of $83.3 million.

Pursuant to the Korea Zinc Agreement, subject to certain exceptions, Korea Zinc will have a right to participate in any public offering or private placement of any common shares or common share equivalents of the Company primarily for capital raising purposes (each a "Proposed Offering") up to such amount of securities to maintain its percentage ownership in the Company at the time of such Proposed Offering. Such right to participate in future financings will expire upon the earlier to occur of (i) June 16, 2030, (ii) the date on which Korea Zinc owns less than all of the common shares it purchased and subscribed pursuant to the Korea Zinc Agreement and (iii) immediately after a closing of a Proposed Offering where Korea Zinc does not exercise its participation right in full. Additionally, the Korea Zinc Agreement provides that a representative of Korea Zinc may serve as a non-voting observer to the Company's board of directors, which representative may have access to certain information and attend and provide input at meetings of the Company's board of directors, subject to certain limitations.

## 11. Shares issued as per At-the-Market Equity Distribution Agreement ("ATM")

In December 2022, the Company filed a prospectus supplement with the Securities and Exchange Commission to sell up to $30 million of the Company's common shares from time to time through an ATM. In the three and six months ended June 30, 2025, the Company issued 4,567,770 and 7,542,996 common shares, respectively, at an average share price of $2.08 and $2.02, respectively. The net proceeds from the ATM for the three and six months ended June 30, 2025, were $9.2 million and $14.8 million respectively. During the three and six months ended June 30, 2025, the Company incurred $0.3 million and $0.5 million, respectively, as commission and fees. (During the three months and six months ended June 30, 2024, the Company issued 1,634,588 common shares at an average share price of $1.61 resulting in net proceeds amounting to $2.6 million after incurring $42 thousand as commission and fees).

## 12. Warrants

***Public Warrants***

As at June 30, 2025, 15,000,000 Public Warrants were outstanding (December 31, 2024 – 15,000,000). Public Warrants may only be exercised for a whole number of shares. The exercise price for the Public Warrants is $11.50 per common share. The Public Warrants will expire on September 9, 2026 or earlier upon redemption or liquidation.

As at June 30, 2025, the value of outstanding Public Warrants of $19.5 million was recorded in additional paid in capital.

***Private Warrants***

As at June 30, 2025, 9,500,000 Private Warrants were outstanding (December 31, 2024 – 9,500,000). The exercise price for the Private Warrants is $11.50 per common share. The Private Warrants will expire on September 9, 2026 or earlier upon redemption or liquidation.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

The Private Warrants were valued using a Black-Scholes model, which resulted in a Level 3 fair value measurement. The primary unobservable input utilized in determining the fair value of the Private Warrants was the expected volatility of the Company's common shares. The expected volatility was estimated using a binomial model that assigned equal weight to the implied volatility of the Company's Public Warrants, adjusted for the call feature triggered at prices above $18.00 over 20 trading days within any 30-day period, and the historical volatility of the common share price.

As at June 30, 2025, the fair value of outstanding Private Warrants of approximately $17.6 million is recorded as warrants liability. The following table presents the changes in the fair value of warrants liability:

| | Private Warrants |
|---|---|
| Warrants liability as at December 31, 2024 | $ 912 |
| Increase in fair value of warrants liability | 16,670 |
| **Warrants liability as at June 30, 2025** | **$ 17,582** |

As at June 30, 2025, the fair value of the Private Warrants was estimated using the following assumptions:

| | June 30, 2025 | December 31, 2024 |
|---|---|---|
| Exercise price | **$ 11.50** | $ 11.50 |
| Share price | **$ 6.60** | $ 1.12 |
| Volatility | **101.71 %** | 108.97 % |
| Term | **1.19 years** | 1.69 years |
| Risk-free rate | **3.84 %** | 4.14 % |
| Dividend yield | **0.0 %** | 0.0 % |

***Class A Warrants***

The exercise price for the Class A Warrants is $2 per common share. The Class A Warrants will expire on December 31, 2027 or earlier upon redemption or liquidation. A continuity schedule summarizing the movement in Class A Warrants is below:

| | Number of Class A Warrants |
|---|---|
| Outstanding – December 31, 2023 | 3,980,770 |
| Issued | 2,250,000 |
| Outstanding – December 31, 2024 | **6,230,770** |
| Exercised [1] | **(250,000)** |
| **Outstanding – June 30, 2025** | **5,980,770** |

(1) Does not include 1,638,270 Class A Warrants which were in the process of being exercised for which the Company received the exercise amount of $3.6 million in the second quarter of 2025. The exercise was completed, and the shares were issued on July 7, 2025. As of June 30, 2025, the exercise amount received pending share issuance was recorded in additional paid in capital.

As at June 30, 2025, the value of outstanding of 5,980,770 Class A Warrants amounting to $5.1 million was recorded in additional paid in capital.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

***Class B Warrants***

As a part of the 2024 Registered Direct Offering (Note 10), the Company issued 7,450,000 Class B Warrants in the last quarter of 2024, to purchase common shares at an exercise price of $ 2.00 per share. The Class B Warrants will expire 5 years from the issuance date or earlier upon redemption or liquidation. A continuity schedule summarizing the movement in Class B Warrants is below:

| | Number of Class B Warrants |
|---|---|
| Outstanding – December 31, 2024 | **7,450,000** |
| Issued | **2,500,000** |
| Exercised [1] | **(6,335,000)** |
| **Outstanding – June 30, 2025** | **3,615,000** |

(1) Of the total 6,335,000 Class B Warrants exercised in the second quarter of 2025, 5,035,000 Class B warrants were exercised through a cashless exercise against which 3,533,096 common shares were issued.

On June 17, 2025, the Company waived the limitation set forth in the Class B Warrants with respect to the cashless exercise thereof so that the holders of the Class B Warrants may now exercise the Class B Warrants through a cashless exercise, whether or not a registration statement registering the issuance of the common shares underlying the Class B Warrants under the Securities Act of 1933, as amended, is then effective or available. As a result of the waiver, each Class B Warrant may now be immediately exercised by way of a cashless exercise, meaning that the holder may elect to not pay a cash purchase price upon exercise and instead receive upon such exercise the net number of common shares determined according to the formula set forth in the Class B Warrants, subject to the other terms and conditions of the Class B Warrants.

As at June 30, 2025, the value of outstanding of 3,615,000 Class B Warrants amounting to $3.4 million was recorded in additional paid in capital.

***Class C Warrants***

In the second quarter of 2025, as a part of the 2025 Registered Direct Offering (Note 10), the Company issued 10,003,333 Class C Warrants to purchase common shares at an exercise price of $4.50 per share with an expiration date of May 12, 2028. The valuation of the Class C Warrants issued was determined using a Monte Carlo simulation. The Class C Warrants were valued as follows:

| | May 22, 2025 | June 10, 2025 | June 25, 2025 |
|---|---|---|---|
| Units Issued | **2,333,333** | **6,666,666** | **1,003,334** |
| Fair value per warrant | $ **2.18** | **2.15** | **3.88** |
| | | | |
| **Assumptions used:** | | | |
| Exercise price | $ **4.50** | **4.50** | **4.50** |
| Share price | $ **4.30** | **4.24** | **7.49** |
| Volatility | **118.49 %** | **118.49 %** | **101.14 %** |
| Term | **2.92 years** | **2.92 years** | **2.88 years** |
| Risk-free rate | **3.87 %** | **3.87 %** | **3.67 %** |
| Dividend yield | **0.0 %** | **0.0 %** | **0.0 %** |

The Class C Warrants contain a call provision under which if the Volume Weighted Average Price “VWAP” for 20 consecutive trading days exceeds $7.00, and the warrant holder does not possess material non-public information provided by the Company, the Company may call for cancellation the unexercised warrants, offering $0.0001 per Warrant Share. If conditions for the call are met, the unexercised portion of these warrants will be cancelled ten trading days after the call notice is received.

Similar to Class A Warrants and Class B Warrants, the Company classified the Class C Warrants as equity (per ASC 815) and recorded the value of the Class C Warrants issued during the second quarter of 2025 amounting to $10.2 million as additional paid in capital.

On July 1, 2025, the Company received the final balance of committed funding of approximately $7 million from the 2025 Registered Direct Offering and issued the remaining 2,330,000 Class C Warrants. There were no exercises or redemptions of the Class C Warrants during the three months ended June 30, 2025, and all 10,003,333 Class C Warrants issued during the second quarter of 2025 were outstanding.

***Warrants issued to Korea Zinc***

As part of the Korea Zinc Agreement (Note 10), the Company on June 25, 2025 issued 6,868,181 warrants to Korea Zinc to purchase the common shares of the Company at an exercise price of $7.00 per share with an expiration date of June 25, 2028.

The fair value of the warrants issued to Korea Zinc was determined using a Monte Carlo simulation on June 25, 2025, resulting with a fair value of $3.35 per warrant. The fair value of the warrants issued to Korea Zinc was estimated using the following assumptions:

| | June 25, 2025 |
|---|---|
| Exercise price | $ **7.00** |
| Share price | $ **7.49** |
| Volatility | **100.55 %** |
| Term | **3 years** |
| Risk-free rate | **3.67 %** |
| Dividend yield | **0.0 %** |

The warrants issued to Korea Zinc contain a call provision under which if the VWAP for 20 consecutive trading days exceeds $10, and Korea Zinc does not possess material non-public information provided by the Company, the Company may call for cancellation the unexercised warrants, offering $0.0001 per warrant Share. If conditions for the call are met, the unexercised portion of these warrants will be cancelled ten trading days after the call notice is received.

Similar to the Class A, Class B and Class C Warrants, the Company classified the warrants issued to Korea Zinc as equity (per ASC 815) and, recorded the value of the warrants issued during the second quarter of 2025 amounting to $11.5 million as additional paid in capital. There were no exercises or redemptions of the warrants during the three months ended June 30, 2025, and all 6,868,181 warrants issued to Korea Zinc during the second quarter of 2025 were outstanding.

***Warrants issued to Republic of Nauru***

In accordance with the revised sponsorship agreement dated May 29, 2025, between the Nauru Seabed Minerals Authority and the Republic of Nauru (the “Republic”), the Company on May 30, 2025 issued 9,146,268 warrants (“Nauru Warrants”) to the Republic to purchase the common shares of the Company at an exercise price of $4.72 per share with an expiration date of May 30, 2030. The Nauru Warrants cannot be exercised through a cashless or net exercise.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

The fair value of the Nauru Warrants was calculated using a Black-Scholes valuation on May 30, 2025, resulting with a fair value of $3.6 per warrant. The fair value of the Nauru Warrants was estimated using the following assumptions:

| | May 30, 2025 |
|---|---|
| Exercise price | $ 4.72 |
| Share price | $ 4.47 |
| Volatility | 114.71 % |
| Term | 5 years |
| Risk-free rate | 3.89 % |
| Dividend yield | 0.0 % |

The Nauru Warrants cannot be exercised until the following conditions have been met:

- A subsidiary of the Company other than NORI obtains a permit, license or other authorization from the US for the conduct of deep seabed mineral activities; and
- The subsidiary other than NORI commences commercial recovery activities of deep seabed minerals pursuant to that permit, license or other authorization.

The Nauru Warrants were not determined to be liabilities under ASC 480 as they were not mandatorily redeemable. The Company classified the Nauru Warrants as equity (per ASC 815), as the warrants require physical settlement and were also considered to be indexed to the Company's share, wherein, upon exercise, a fixed number of common shares would be issued on payment of a fixed exercise price. As at June 30, 2025, the Company recorded the fair value of the Nauru Warrants amounting to $33.1 million as additional paid in capital. Since the Company receives no form of consideration from the Republic in return for issuing the Nauru Warrants, the entire fair value of the Nauru warrants amounting to $33.1 million is recorded as an expense under Nauru Warrant Cost in the Condensed Consolidated Statements of Loss and Comprehensive Loss.

## 13. Share-Based Compensation

The Company's 2021 Incentive Equity Plan (the "Incentive Plan") provides that the aggregate number of common shares reserved for future issuance under the Incentive Plan. As at June 30, 2025, there were a total of 70,262,856 common shares reserved for issuance under the Incentive Plan. This amount does not include 40,000,000 common shares added to the plan by the Company's board of directors for which the Company is seeking shareholder approval at a special meeting of the Company's shareholders to be held on August 28, 2025. Without this increase, as of June 30, 2025, 263,526 common shares remained available for future issuance under the Incentive Plan as of June 30, 2025. A total of 2,243,853 of the common shares reserved for issuance under the Incentive Plan shall only be available for awards made to non-employee directors of the Company. On the first day of each fiscal year from 2022 to 2031, the number of common shares that may be issued pursuant to the Incentive Plan is automatically increased by an amount equal to the lesser of 4% of the number of outstanding common shares or an amount determined by the board of directors.

Share-based awards consisting of Restricted Share Units ("RSU") and options under the Short-Term Incentives Plan ("STIP") and Long-Term Incentives Plan ("LTIP") have been issued under the 2021 Incentive Equity Plan.

Prior to the 2021 Incentive Plan, the Company had granted share-based awards under the 2018 Stock Option Plan ("2018 Plan").

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

***Stock options***

A continuity schedule summarizing the movements in the Company's stock options under the various plans is as follows:

| | Number of Short-Term Options Outstanding under 2018 Plan | Number of Long-term Options Outstanding under 2018 Plan | Number of Options Outstanding under Incentive Plan |
|---|---|---|---|
| Outstanding – December 31, 2023 | 15,074,240 | 9,783,922 | — |
| Granted | — | — | 3,940,000 |
| Expired | (57,893) | (139,048) | — |
| Exercised | (715,772) | — | — |
| Outstanding – December 31, 2024 | **14,300,575** | **9,644,874** | **3,940,000** |
| Granted | — | — | **1,250,000** |
| Exercised | (712,124) | — | — |
| Forfeited | — | — | **(500,000)** |
| **Outstanding – June 30, 2025** | **13,588,451** | **9,644,874** | **4,690,000** |

During the three and six months ended June 30, 2025, the Company recognized $0.7 million and $1.1 million, respectively of share-based compensation expense for stock options. During the three and six months ended June 30, 2025, share-based compensation expense related to exploration and evaluation activities amounted to $0.2 million (three and six months ended June 30, 2024- $nil). The amount of the share-based compensation expense recognized related to general and administration matters for the three and six months ended June 30, 2025 was $0.5 million and $0.9 million, respectively (three and six months ended June 30, 2024 - $0.4 million). The Company has not granted any options under the 2018 Plan since September 9, 2021 (date of the Business Combination) and has fully recognized the fair value of the options issued under the 2018 Plan in the prior periods.

***Restricted Share Units ("RSU")***

The Company may, from time to time, grant RSUs to directors, officers, employees, and consultants of the Company and its subsidiaries under the Plan. On each vesting date, RSU holders are issued common shares equivalent to the number of RSUs held provided the holder is providing service to the Company on such vesting date.

A continuity schedule summarizing the RSU activity is as follows:

| | Number of RSUs Outstanding |
|---|---|
| Outstanding – December 31, 2023 | 12,484,880 |
| Granted | 33,079,041 |
| Forfeited | (516,685) |
| Exercised | (10,734,581) |
| **Outstanding - December 31, 2024** | **34,312,655** |
| Granted | **13,026,567** |
| Forfeited | **(794,047)** |
| Exercised | **(9,472,733)** |
| **Outstanding - June 30, 2025** | **37,072,442** |

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

The details of RSUs granted by the Company during the period are as follows:

| Vesting Period | **Three months ended June 30, 2025** | Three months ended June 30, 2024 | **Six months ended June 30, 2025** | Six months ended June 30, 2024 |
|---|---|---|---|---|
| Vesting Immediately [1] | **462,042** | 206,260 | **3,081,627** | 4,006,695 |
| Vesting fully within and on first anniversary of the grant date [2] | **134,226** | 476,189 | **194,226** | 493,430 |
| Vesting in thirds on each anniversary of the grant date | **—** | 68,027 | **8,818,935** | 7,212,375 |
| Vesting in fourths on each anniversary of the grant date | **—** | 701,880 | **176,302** | 701,880 |
| Vesting three years from grant date [3] | **66,508** | — | **66,508** | — |
| Vesting based on performance conditions [4] | **364,785** | — | **688,969** | — |
| Vesting based on market conditions | **—** | 20,000,000 | **—** | 20,000,000 |
| **Total Units Granted** | **1,027,561** | 21,452,356 | **13,026,567** | 32,414,380 |

(1) Of the 462,042 RSUs granted during the three months ended June 30, 2025, 310,530 RSUs were granted to consultants with an aggregate fair value of $0.8 million recorded in general and administrative expenses. The 462,042 RSUs granted during the three months ended June 30, 2025, also consist of 91,512 RSUs with an aggregate fair value of $398,075 issued to the non-employee directors in lieu of the cash portion of their director fees which commenced from the second quarter of 2024 until the end of March 2025. The remaining 60,000 grants were issued to employees.

(2) During the three months ended June 30, 2025, an aggregate of 134,226 RSUs were granted to the Company's non-employee directors under the Company's Non-employee Director Compensation Policy, which will vest at the Company's 2026 annual shareholders meeting. The total fair value of units granted as annual grants to non-employee directors amounted to $0.6 million. In the first quarter of 2025, 60,000 RSUs vesting on July 1, 2025, were issued to a consultant, resulting in $0.1 million charged as general and administrative expenses.

(3) During three and six months ended June 30, 2025, the Company issued a special retention grant to one of the non-employee directors vesting three years from the grant date. The fair value of the grant amounted to $0.3 million.

(4) During three and six months ended June 30, 2025, the Company issued 338,653 RSUs with an aggregate fair value of $1.9 million to consultants as fees for securing the agreement with Korea Zinc (Note 10). The remaining 26,132 RSUs with an aggregate fair value of $0.1 million issued to consultants during the second quarter of 2025 were recorded as general and administrative expenses.

The grant date fair value of all RSUs granted during the three and six months ended June 30, 2025, is equivalent to the closing share price of the Company's common shares on the date of grant. During the three and six months ended June 30, 2025, a total of $6.2 million and $11.6 million, respectively was charged to the statement of loss and comprehensive loss as share-based compensation expense for RSUs (three and six months ended June 30, 2024: $5.3 million and $8.5 million respectively). For the three and six months ended June 30, 2025, a total of $3.2 million and $5.1 million, respectively, was recognized as share-based compensation expense related to exploration and evaluation activities (three and six months ended June 30, 2024 - $3.1 million and $4.4 million, respectively). The amount of share-based compensation expense related to general and administration matters for three and six months ended June 30, 2025 was $3 million and $6.5 million, respectively (three and six months ended June 30, 2024 - $2.2 million and $4.1 million, respectively). As at June 30, 2025, the total unrecognized share-based compensation expense for RSUs was $16.2 million (December 31, 2024 - $20.5 million).

As at June 30, 2025, an aggregate of 416,446 vested RSUs were being processed and due to be converted into common shares.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

***Employee Stock Purchase Plan***

On May 31, 2022, TMC's 2021 Employee Stock Purchase Plan ("ESPP") was approved at the Company's 2022 annual shareholders meeting. As at June 30, 2025, there were 14,395,117 total common shares reserved for issuance under the ESPP, of which 14,043,174 remain available for future issuance. This included 3,407,085 shares added to the ESPP in January 2025 pursuant to the ESPP's automatic annual increase provision. Under the ESPP, the number of shares reserved for issuance is subject to an annual increase provision which provides that on the first day of each of the Company's fiscal years starting in 2022, common shares equal to the lesser of (i) 1% percent of the common shares outstanding on the last day of the immediately preceding fiscal year, or (ii) such lesser number of shares as is determined by the board of directors will be added to the ESPP.

During the three and six months ended June 30, 2025, a total of $4 thousand, (three and six months ended June 30, 2024: $7 thousand and $15 thousand respectively) was recorded as exploration and evaluation expenses in the statement of loss and comprehensive loss as share-based compensation expense, representing the share price purchase discount offered by the Company.

## 14. Loss per Share

Basic loss per share is computed by dividing the loss by the weighted-average number of common shares of the Company outstanding during the period. Diluted loss per share is computed by giving effect to all common share equivalents of the Company, including outstanding stock options, RSUs, warrants, Special Shares and options to purchase Special Shares, to the extent these are dilutive. Basic and diluted loss per share was the same for each period presented as the inclusion of all common share equivalents would have been anti-dilutive.

Anti-dilutive equivalent common shares were as follows:

| | **Six months ended June 30, 2025** | Six months ended June 30, 2024 |
|---|---|---|
| Outstanding options to purchase common shares | **27,923,325** | 28,028,062 |
| Outstanding RSUs | **37,072,442** | 35,761,561 |
| Outstanding shares under ESPP | **1,627** | 2,767 |
| Outstanding warrants | **60,113,552** | 30,730,770 |
| Outstanding Special Shares and options to purchase Special Shares | **136,011,413** | 136,239,964 |
| **Total anti-dilutive common equivalent shares** | **261,122,359** | 230,763,124 |

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 15. Related Party Transactions

On March 22, 2024, the Company entered into an Unsecured Credit Facility (the "2024 Credit Facility") with Gerard Barron, the Company's Chief Executive Officer and Chairman, and ERAS Capital LLC, the family fund of one of the Company's directors, (collectively, the "2024 Lenders"), pursuant to which, the Company may borrow from the 2024 Lenders up to $20 million in the aggregate ( $10 million from each of the 2024 Lenders), from time to time, subject to certain conditions. All amounts drawn under the 2024 Credit Facility will bear interest at the 6-month Secured Overnight Funding Rate (SOFR), 180-day average plus 4.0% per annum payable in cash semi - annually (or plus 5% if paid - in - kind at maturity, at our election) on the first business day of each of June and January. The Company will pay an underutilization fee equal to 4.0% per annum payable semi-annually for any amounts that remain undrawn under the 2024 Credit Facility. The 2024 Credit Facility also contains customary events of default. On August 13, 2024, the Company entered into the First Amendment to the 2024 Credit Facility with the 2024 Lenders, to increase the borrowing limit of the 2024 Credit Facility to $25 million in the aggregate ($12.5 million from each of the 2024 Lenders). On November 14, 2024, the Company entered into the Second Amendment to the 2024 Credit Facility with the 2024 Lenders, to increase the borrowing limit to $38 million in the aggregate ($19 million from each of the 2024 Lenders) and to extend the maturity of the 2024 Credit Facility to December 31, 2025. As per the Second Amendment, the rate of underutilization fee was retroactively increased from March 22, 2024, to 6.5% on any undrawn amounts under the 2024 Credit Facility. On March 26, 2025, the Company entered into the Third Amendment to the 2024 Credit Facility with the 2024 Lenders, to, among other things, increase the borrowing limit to $44 million in the aggregate ($22 million from each of the 2024 Lenders) and extend the maturity of the 2024 Credit Facility to June 30, 2026. As per the Third Amendment to the 2024 Credit Facility, the 2024 Lenders have an option to terminate the credit facility upon certain financing events.

During the three and six months ended June 30, 2025, the Company repaid $nil and $1.8 million respectively of the drawn amount and did not draw from the 2024 Credit Facility any further (During the three and six months ended June 30, 2024, the Company drew $3.9 million from the 2024 Credit Facility and made no repayments). During the three and six months ended June 30, 2025, the Company incurred $0.1 million as interest expense, while for those same periods, it incurred $0.7 million and $1.2 million respectively, as underutilization fees (For the second quarter and first half of 2024, the interest amounted to $50 thousand and underutilization fees amounted to $0.2 million). During the three and six months ended June 30, 2025, the Company repaid interest amounting to $0.1 and $0.2 million respectively (For three and six months ended June 30, 2024: nil and $25 thousand) and underutilization fees amounting to $0.9 million (For three and six months ended June 30, 2024: $0.1 million). On July 2, 2025, the Company repaid the drawn amount of $2.5 million and outstanding interest and underutilization fees amount to $0.1 million and $1.2 million, respectively.

One of the Company's directors is the Chairman of Robertsbridge Consultants Limited, which provides the Company with consulting services. During the three and six months ended June 30, 2025, Robertsbridge Consultants Limited, provided consulting services amounting to $5 thousand, recorded in general and administrative expenses (During the three and six months ended June 30, 2024, Robertsbridge Consultants Limited provided consulting services amounting to $5 thousand and $36 thousand). As at June 30, 2025, the amount payable to Robertsbridge Consultants Limited was $nil

The 2025 Registered Direct Offering included $10 million from the participation of one of the Company's Directors appointed in the Annual General Meeting held in second quarter of the year.

During the three and six months ended June 30, 2025, the Company entered into consulting agreements with two of its directors. The consideration for the consulting services provided by the directors will be in the form of RSUs and stock options subject to the approval of shareholders in the upcoming special meeting of shareholders scheduled on August 28, 2025.

Apart from the above-mentioned transactions, the Company had transactions with Allseas which are detailed in Note 6.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 16. Contingent Liabilities

On October 28, 2021, a shareholder filed a putative class action against the Company, one of the Company's executives and a former director in federal district court for the Eastern District of New York, captioned Caper v. TMC The Metals Company Inc. F/K/A Sustainable Opportunities Acquisition Corp., Gerard Barron and Scott Leonard. The complaint alleges that all defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, and Messrs. Barron and Leonard violated Section 20(a) of the Exchange Act, by making false and/or misleading statements and/or failing to disclose information about the Company's operations and prospects during the period from March 4, 2021 and October 5, 2021. On November 15, 2021, a second complaint containing substantially the same allegations was filed, captioned Tran v. TMC the Metals Company, Inc. These cases were consolidated. On March 6, 2022, a lead plaintiff was selected. An amended complaint was filed on May 12, 2022, reflecting substantially similar allegations, with the Plaintiff seeking to recover compensable damages caused by the alleged wrongdoings. The Company denies any allegations of wrongdoing and filed and served the plaintiff a motion to dismiss on July 12, 2022 and intend to defend against this lawsuit. On July 12, 2023, an oral hearing on the motion to dismiss was held. On July 9, 2025, the Court granted our motion to dismiss with prejudice, and the case was dismissed in its entirety. No appeal was filed and the matter is now considered closed.

On January 23, 2023, investors in the 2021 private placement from the Business Combination filed a lawsuit against the Company in the Commercial Division of New York Supreme Court, New York County, captioned Atalaya Special Purpose Investment Fund II LP et al. v. Sustainable Opportunities Acquisition Corp. n/k/a TMC The Metals Company Inc., Index No. 650449/2023 (N.Y. Sup. Ct.). The Company filed a motion to dismiss on March 31, 2023, after which the plaintiffs filed an amended complaint on June 5, 2023. The amended complaint alleges that the Company breached the representations and warranties in the plaintiffs' private placement Subscription Agreements and breached the covenant of good faith and fair dealing. The Plaintiffs are seeking to recover compensable damages caused by the alleged wrongdoings. The Company denies any allegations of wrongdoing and filed a motion to dismiss the amended complaint on July 28, 2023. On December 7, 2023, the Court granted the Company's motion to dismiss the claim for breach of the covenant of good faith and fair dealing and denied the Company's motion to dismiss the breach of the Subscription Agreement claim. The Company filed a notice of appeal regarding the Court's denial of our motion to dismiss the breach of the Subscription Agreement claim. The appeal was heard on November 8, 2024. The NY Appellate Division upheld the lower court's ruling in December 2024, moving the case into the discovery phase. There is no assurance that the Company will be successful in our defense of this lawsuit or that insurance will be available or adequate to fund any settlement or judgment or the litigation costs of this action. Such losses or range of possible losses cannot be reliably estimated.

On November 8, 2024, a shareholder filed a putative class action against the Company and certain of its executives in federal district court for the Central District of California, captioned Lin v. TMC The Metals Company Inc., Gerard Barron, and Craig Shesky. The complaint alleges that all defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, and Messrs. Barron and Shesky violated Section 20(a) of the Exchange Act, by making false and/or misleading statements and/or failing to disclose information regarding the classification of the non-financial asset received from our partnership with Low Carbon Royalties Inc. and the derecognition of the capitalized exploration contract related to NORI. The alleged misstatements and omissions pertain to the Company's initial classification of this non-financial asset as a gain on disposition (being a sale of future revenue) and subsequent reclassification thereof as a royalty liability (and re-capitalization of the exploration contract) and the restatement of our previously issued financial statements as a result thereof for the three months ended March 31, 2023, the six months ended June 30, 2023 and the nine months ended September 30, 2023 in March 2024. The complaint purports to represent a class of shareholders who acquired the Company's securities between May 12, 2023, and March 25, 2024, and seeks to recover compensable damages caused by the alleged wrongdoings. On February 6, 2025, the Court appointed a lead plaintiff. An amended complaint was filed on March 6, 2025. Pursuant to court-approved scheduling, the Company filed a motion to dismiss on April 10, 2025. The lead plaintiff filed an opposition on May 15, 2025, and the Company filed a reply on June 5, 2025. On June 18, 2025, the Court granted the Company's motion to dismiss in full but granted plaintiffs leave to amend. The plaintiffs filed a Second Amended Complaint on July 2, 2025. The Company's motion to dismiss the Second Amended Complaint was filed on August 6, 2025, the plaintiff's opposition is expected to be filed by September 9, 2025, and a reply is expected to be filed by September 23, 2025. The Company intends to continue defending against the lawsuit. There can be no assurance, however, that the Company will be successful in its defense, or that insurance will be available or adequate to fund any settlement or judgment or the litigation costs of this action. Due to the early stage of this litigation, such losses or range of possible losses cannot be reliably estimated.

**Revised Sponsorship Agreement with Republic of Nauru**

On May 29, 2025, NORI entered into a Revised Sponsorship Agreement with the Republic of Nauru which provides NORI with exclusive right to explore for polymetallic nodules in the ISA contract area, pursuant to its ISA Exploration Contract. The Republic of Nauru will continue to sponsor NORI's seabed mineral activities in the area as per the terms of this Sponsorship Agreement. In exchange for the Republic of Nauru's sponsorship, NORI will make cash payments ("Continuity Benefits") to the Republic of Nauru for its continued sponsorship. The Continuity Benefits would only be payable if (i) a subsidiary of the Company other than NORI obtains a permit, license or other authorization from the US for the conduct of deep seabed mineral activities; (ii) and that Subsidiary commences commercial recovery activities of deep seabed minerals pursuant to that permit, license or other authorization ("Continuity Conditions") and the range of the Continuity Benefits to the Republic of Nauru will be between $265 million and $515 million (undiscounted). In connection with the Revised Sponsorship Agreement, the Company entered into a Deed of Guarantee and Indemnity in favor of the Republic of Nauru under which the Company guarantees certain obligations of NORI and provides customary indemnities. As of June 30, 2025, the Continuity conditions are not probable but reasonably possible, and therefore the Company has not recorded any amount as Continuity Benefits.

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 17. Fair Value Accounting

The following tables set forth the Company's assets and liabilities measured at fair value (Note 4):

| | Fair Value at June 30, 2025 | | | |
|---|---|---|---|---|
| | Total | Level 1 | Level 2 | Level 3 |
| Assets: | | | | |
| Cash | **$ 115,759** | **$ 115,759** | **$ —** | **$ —** |
| Receivables and prepayments | **1,519** | **—** | **1,519** | **—** |
| Exploration contracts | **42,951** | **—** | **—** | **42,951** |
| Right of use asset | **2,860** | **—** | **—** | **2,860** |
| Equipment | **655** | **—** | **—** | **655** |
| Software | **2,039** | **—** | **—** | **2,039** |
| Investment | **7,911** | **—** | **—** | **7,911** |
| | **$ 173,694** | **$ 115,759** | **$ 1,519** | **$ 56,416** |
| Liabilities: | | | | |
| Accounts payable and accrued liabilities | **$ 47,099** | **$ —** | **$ 47,099** | **$ —** |
| Short-term debt | **2,478** | **—** | **2,478** | **—** |
| Deferred tax liability | **10,675** | **—** | **10,675** | **—** |
| Royalty liability | **14,000** | **—** | **—** | **14,000** |
| Warrants liability | **17,582** | **—** | **—** | **17,582** |
| | **$ 91,834** | **$ —** | **$ 60,252** | **$ 31,582** |

| | Fair Value at December 31, 2024 | | | |
|---|---|---|---|---|
| | Total | Level 1 | Level 2 | Level 3 |
| Assets: | | | | |
| Cash | $ 3,480 | $ 3,480 | $ — | $ — |
| Receivables and prepayments | 1,851 | — | 1,851 | — |
| Exploration contracts | 42,951 | — | — | 42,951 |
| Right of use asset | 3,814 | — | — | 3,814 |
| Equipment | 771 | — | — | 771 |
| Software | 1,928 | — | — | 1,928 |
| Investment | 8,203 | — | — | 8,203 |
| | $ 62,998 | $ 3,480 | $ 1,851 | $ 57,667 |
| Liabilities: | | | | |
| Accounts payable and accrued liabilities | $ 42,754 | $ — | $ 42,754 | $ — |
| Short-term debt | 11,775 | — | 11,775 | — |
| Deferred tax liability | 10,675 | — | 10,675 | — |
| Royalty liability | 14,000 | — | — | 14,000 |
| Warrants liability | 912 | — | — | 912 |
| | $ 80,116 | $ — | $ 65,204 | $ 14,912 |

**TMC the metals company Inc.**
**Notes to Interim Condensed Consolidated Financial Statements**
**(in thousands of US Dollars, except share, per share amounts and unless otherwise stated)**
**(Unaudited)**

## 18. Segmented Information

The Company's business consists of only one operating segment, namely exploration of seafloor polymetallic nodules, which includes the development of a metallurgical process to treat such seafloor polymetallic nodules. Details on the geographical segmentation of the Company's long-lived assets based on where each legal entity is domiciled are as follows:

| Equipment | June 30, 2025 | December 31, 2024 |
|---|---|---|
| Nauru | **$ 655** | $ 771 |
| Tonga | **—** | — |
| **Total** | **$ 655** | $ 771 |

| Software | June 30, 2025 | December 31, 2024 |
|---|---|---|
| Singapore | **2,039** | 1,928 |
| **Total** | **$ 2,039** | $ 1,928 |

## 19. Subsequent Events

On August 4, 2025, the Company announced the publication of two technical economic studies prepared in accordance with Subpart 1300 of Regulation S-K: a Pre-Feasibility Study ("PFS") and an Initial Assessment ("IA") relating to the Company's polymetallic nodule projects in the Clarion Clipperton Zone of the Pacific Ocean. The PFS, which covers the NORI Area D, represents the first declaration of Mineral Reserves for a polymetallic nodule project. Concurrently, the Company published an IA evaluating the broader resource potential across the Company's remaining NORI and TOML contract areas. Management will consider this filing in its next evaluation of the Royalty Liability at September 30, 2025, which may cause an increase in the liability and expense amounts in the Company's financial statements.

On August 4, 2025, TOML entered into a Revised Sponsorship Agreement with the Kingdom of Tonga which provides TOML with exclusive right to explore for polymetallic nodules in the ISA contract area, pursuant to its ISA Exploration Contract. The Kingdom of Tonga will continue to sponsor TOML's seabed mineral activities in the area as per the terms of this Sponsorship Agreement. In exchange for the Kingdom of Tonga's sponsorship, TOML will make cash payments ("Continuity Benefits") to the Kingdom of Tonga for its continued sponsorship. The Continuity Benefits would only be payable if (i) a subsidiary of the Company other than TOML obtains a permit, license or other authorization from the US for the conduct of deep seabed mineral activities; (ii) and that Subsidiary commences commercial recovery activities of deep seabed minerals pursuant to that permit, license or other authorization ("Continuity Conditions"). In connection with the Revised Sponsorship Agreement, the Company entered into a Deed of Guarantee and Indemnity in favor of the Kingdom of Tonga under which the Company guarantees certain obligations of TOML and provides customary indemnities.

**Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

*The following discussion and analysis provide information which management believes is relevant to an assessment and understanding of our condensed consolidated results of operations and financial condition. The discussion should be read in conjunction with the unaudited condensed interim consolidated financial statements and notes thereto contained in this Quarterly Report on Form 10-Q and the consolidated financial statements and notes thereto for the year ended December 31, 2024 contained in our 2024 Annual Report on Form 10-K. This discussion contains forward looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in "Risk Factors" in Item 1A of Part I of the 2024 Annual Report on Form 10-K, as updated and/or supplemented in subsequent filings with the SEC, including our Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 and this Quarterly Report on Form 10-Q. Actual results may differ materially from those contained in any forward-looking statements. Unless the context otherwise requires, references to "we", "us", "our", "TMC" and "the Company" are intended to mean the business and operations of TMC the metals company Inc. and its consolidated subsidiaries. The unaudited condensed consolidated interim financial statements for the three and six months ended June 30, 2025 and 2024, respectively, present the financial position and results of operations of TMC the metals company Inc. and its consolidated subsidiaries.*

**Overview**

We are a deep-sea minerals exploration company focused on the collection, processing and refining of polymetallic nodules found on the seafloor in international waters of the CCZ, with NORI Area D located approximately1,500 miles south-west of San Diego, California. The CCZ is a geological submarine fracture zone of abyssal plains and other formations in the Eastern Pacific Ocean, with a length of around 7,240 kilometers (4,500 miles) that spans approximately 4,500,000 square kilometers (1,737,000 square miles). Polymetallic nodules are discrete rocks that sit unattached to the seafloor, occur in significant quantities in the CCZ and have high concentrations of nickel, copper, cobalt and manganese in a single rock.

These four metals contained in the polymetallic nodules are critical for energy, defense, manufacturing and infrastructure. Our resource definition work to date shows that nodules in our contract areas represent the world's largest undeveloped resource of the four critical metals contained in nodules. If we are able to collect polymetallic nodules from the seafloor on a commercial scale, we plan to use such nodules to produce three types of metal products: (i) feedstock for battery cathode precursors (nickel, cobalt and manganese sulfates, or intermediate nickel-copper-cobalt matte or nickel-copper-cobalt alloy) for nickel-rich lithium-ion batteries, (ii) copper cathode for electric wiring, energy transmission and other applications and (iii) manganese silicate for manganese alloy production required for steel manufacturing. Our mission is to build a carefully managed shared stock of metal (a "metal commons") that can be used, recovered and reused for generations to come. Significant quantities of newly mined metal are required because existing metal stocks are insufficient to meet rapidly rising demand.

We are now in the evaluation stage following release of the TMC USA-A Prefeasibility Study, Technical Report Summary on August 4, 2025 where the Company declared world first mining reserves for a seafloor polymetallic nodule project. We have not yet obtained an exploitation contract or a commercial recovery permit from any regulators. Additionally, we do not yet hold the environmental or other permits required to construct and operate commercial-scale polymetallic nodule processing and refining facilities on land.

The ISA, comprised of 170 countries and the European Union, established regulations over deep-sea mining activities of their nationals, pursuant to UNCLOS. The ISA has adopted exploration regulations and issued 19 polymetallic nodule exploration contracts but has been unable to adopt the final exploitation regulations, standards and guidelines despite initiating work in 2014. Almost 30 countries, including the United States, have not ratified UNCLOS and are not member states of the ISA. To regulate deep-sea mining activities of its citizens in the high seas, the United States adopted the Deep Seabed Hard Mineral Resources Act of 1980, a U.S. domestic statute administered by the U.S. Department of Commerce through the National Oceanic and Atmospheric Administration, or NOAA. NOAA implemented regulations for exploration licenses in 1981 and for commercial recovery permits in 1989.

We continue to be focused on advancing our commercial production strategy under the U.S.-based DSHMRA regime. In April 2025, our wholly owned subsidiary, The Metals Company USA, LLC, or TMC USA, submitted two exploration license applications (covering 187,017 square kilometers in the CCZ referred to as TMC USA-A and TMC USA-B) and one commercial recovery permit application (covering 25,160 square kilometers in the CCZ referred to as TMC USA-A_2) to NOAA. These applications are estimated to hold approximately 1.639 billion wet tonnes of measured, indicated and inferred mineral resources. Together, the resources are estimated to contain approximately 15.5 million tonnes of nickel, 12.8 million tonnes of copper, 2.0 million tonnes of cobalt, and 345 million tonnes of manganese.

These applications reflect our belief that DSHMRA provides a viable and robust regulatory path to commercial production, distinct from the ISA regime under UNCLOS, which has repeatedly delayed the adoption of the Mining Code. We welcomed the recent Executive Order signed by President Trump on April 24, 2025, titled “Unleashing America’s Offshore Critical Minerals and Resources”, which directs the Commerce Secretary to implement an expedited permitting process under DSHMRA. In addition to directing the International Development Finance Corporation, Export-Import Bank and Trade and Development Agency to identify tools to support this new industry, the Executive Order instructs the Departments of Defense and Energy to assess the use of the National Defense Stockpile for nodule-derived minerals and of entering into offtake agreements for the procurement of these minerals. In addition, these departments are also directed to review and revise domestic processing capabilities for seabed mineral resources.

At the same time as we pursue the U.S. pathway, we continue to preserve our rights under the ISA system. While the ISA does not have jurisdiction over activities conducted under the regulatory authority of the United States, we maintain two ISA exploration contracts in the CCZ, one held by our subsidiary Nauru Ocean Resources Inc., or NORI, sponsored by the Republic of Nauru (“Nauru”), and one held by Tonga Offshore Mining Limited, or TOML, sponsored by the Kingdom of Tonga (“Tonga”). The ISA has issued a total of 19 exploration contracts covering approximately 1.28 million square kilometers, 17 of which are located in the CCZ. Currently, we are increasingly focused on pursuing commercial production through the U.S. regulatory pathway under DSHMRA, following the April 2025 submission of TMC USA’s exploration license and commercial recovery permit applications to NOAA. We do not believe pursuing licenses and permits with NOAA under DSHMRA affects our ISA exploration contracts.

We have key strategic partnerships with (i) Allseas, a leading global offshore contractor, which developed and tested a pilot collection system, and is now working to modify it into the first commercial production system, (ii) Pacific Metals Co. Ltd. (“PAMCO”), an experienced Japanese ferronickel producer, which is responsible for pre-feasibility and feasibility studies on nodule processing, and (iii) Glencore International AG (“Glencore”) which holds offtake rights to 50% of the NORI nickel and copper production if produced from the our subsidiary DeepGreen Engineering Pte Ltd. (“DGE”) owned or controlled facility. In addition, we have worked with engineering firm Hatch Ltd. (Hatch) and consultants Kingston Process Metallurgy Inc. (KPM) to develop a near-zero solid waste flowsheet. The primary processing stages of the flowsheet from nodule to NiCuCo matte intermediate were demonstrated as part of our pilot plant program at FLSmidth and XPS’ (Glencore subsidiary) facilities. The matte refining stages have been tested at SGS facility in Lakefield Canada with positive results. The near-zero solid waste flowsheet provides a design that is expected to serve as the basis for our onshore processing facilities. We expect this partnership to progress to a definitive tolling agreement in 2025, subject to successful evaluation study outcomes and agreement to mutually acceptable commercial terms.

To reach our objective and initiate commercial production, we are working to: (i) define our resource and project economics, (ii) develop a commercial offshore nodule collection system, (iii) assess the environmental and social impacts of offshore nodule collection, and (iv) develop onshore technology to process collected polymetallic nodules into a manganese silicate product, and an intermediate nickel-copper-cobalt alloy or matte product and/or end-products like nickel and cobalt sulfates, and copper cathode.

**Developments in the Second Quarter 2025**

Below are some of the major developments that occurred in the second quarter of 2025:

***TMC USA Submits Application for Commercial Recovery of Deep-Sea Minerals Under U.S. Seabed Mining Code***

On April 29, 2025, we announced that TMC USA had submitted the first-ever application for a commercial recovery permit and two exploration licenses under the Deep Seabed Hard Mineral Resources Act of 1980 (DSHMRA), advancing the Company's timeline ahead of its original June 27, 2025 ISA application target. The application area for the commercial recovery permit, TMC USA-A_2, covers a total combined area of 25,160 square kilometers in the CCZ which includes areas that contain the Company's already indicated and measured resources. TMC USA also submitted two exploration license applications: TMC USA-A and TMC USA-B with a total combined area of 187,017 square kilometers. The Company believes the TMC USA-A and USA-B exploration areas contain SEC SK 1300-compliant resources of 1.635 billion wet tonnes of polymetallic nodules supported by existing issued technical report summaries, with an additional estimated 300 million tonnes of potential exploration upside. The resources are estimated to contain approximately 15.5 million tonnes of nickel, 12.8 million tonnes of copper, 2.0 million tonnes of cobalt, and 345 million tonnes of manganese.

***TMC Welcomes U.S. Executive Order to Expedite Permitting and Evaluate Offtake of Critical Minerals from Nodules in the High Seas***

On April 25, 2025, we welcomed an Executive Order signed by President Trump to create a robust domestic supply for critical minerals derived from seabed resources. The Executive Order, 'Unleashing America's Offshore Critical Minerals and Resources', directs the Commerce Secretary to implement an expedited permitting process under the DSHMRA, a statute passed by Congress in 1980. In addition to directing the International Development Finance Corporation, Export-Import Bank and Trade and Development Agency to identify tools to support this new industry, the order instructs the Departments of Defense and Energy to assess the use of the National Defense Stockpile for nodule-derived minerals and entering into offtake agreements for the procurement of these minerals. These departments are also directed to review and revise domestic processing capabilities for seabed mineral resources and Defense Production Act authorities. The executive order also issued a directive for a joint assessment, led by the Secretaries of Commerce, State, Interior, and Energy in coordination with U.S. partners and allies, on the feasibility of an international seabed benefit-sharing mechanism.

***NOAA Confirms Substantial Compliance for TMC USA's Exploration License Applications***

On May 29, 2025, the U.S. National Oceanic and Atmospheric Administration confirmed substantial compliance for TMC USA's exploration license applications over the USA-A and USA-B exploration areas. The confirmation secures TMC USA's priority over these areas, including its commercial recovery permit application.

***TMC Announces Registered Direct Offering for $37 million***

On May 12, 2025, we entered into a securities purchase agreement with certain new and existing investors, including an existing strategic investor, for the sale of an aggregate of 12,333,333 common shares (the "Shares") and accompanying Class C warrants (the "Class C Warrants"), in a registered direct offering. The offering price was $3.00 per Share, resulting in gross proceeds of $37.0 million ($36.75 million after associated fees), with each Share including an accompanying Class C Warrant to purchase one common share. The Class C Warrants are exercisable immediately upon issuance at a price of $4.50 per share and expire three years from issuance. The Class C Warrants include customary anti-dilution protections and a repurchase feature, permitting the Company to repurchase the warrants for $0.0001 per Common Share underlying the Class C Warrants if the volume-weighted average price of the Company's common shares exceeds $7.00 per share for each trading day in a consecutive 20-trading-day period.

***TMC and Nauru Announce Updated Sponsorship Agreement for Nauru Ocean Resources Inc. (NORI)***

On June 4, 2025, we and the Government of the Republic of Nauru jointly announced the signing of a revised Sponsorship Agreement (Agreement), updating the terms of the Agreement signed between the parties in 2017. The Agreement guarantees that the Republic of Nauru will continue to receive existing financial benefits, training and capacity building programs and in-country community and social programs it receives today, while ensuring that, in consideration for its continued sponsorship of Nauru Ocean Resources Inc ("NORI"), Nauru will receive continuity benefits upon the commencement of commercial production by any subsidiary of TMC, other than NORI, under the U.S. regulatory regime.

***Strategic Investment from Korea Zinc — a World-Leader in Non-Ferrous Metal Refining and pCAM Technology***

On June 16, 2025, we announced that Korea Zinc Company Ltd. ("Korea Zinc"), a world leader in non-ferrous metal refining and precursor Cathode Active Material (pCAM) technology, had agreed to make a strategic investment of approximately $85.2 million in us through the purchase of common shares and warrants in a private placement. Under the terms of the agreement, Korea Zinc purchased 19.6 million common shares at the last market closing price of $4.34 per share and received a three-year warrant to purchase 6.9 million common shares (0.35 warrant shares for every 1 initial common share for no additional consideration) with an exercise price of $7.00 per share, subject to call exercise provisions at our option should our common shares trade above $10.00 for 20 consecutive days. Upon closing on June 26, 2025, Korea Zinc became one of our largest strategic shareholders with ownership of approximately 5% of the Company's outstanding common shares. As part of this investment, in July 2025, Yun B. Choi, the Chief Executive Officer of Korea Zinc became a non-voting observer to our board of directors.

***Appointment of Michael Hess and Alex Spiro to our Board of Directors***

On June 16, 2025, we announced the appointment of Michael Hess and Alex Spiro to our Board of Directors strengthening TMC's Board as we execute on our U.S. strategy and accelerate progress toward commercial recovery of polymetallic nodules in international waters under the existing U.S. seabed mining code. Michael brings deep operational and investment experience in the U.S. energy sector, along with a strong network and strategic perspective that will support our path toward commercial operations under U.S. law. Alex adds significant legal and capital markets expertise, and his counsel is already proving valuable as we work closely with NOAA and engage with the new Administration to advance our application.

**Developments Subsequent to June 30, 2025**

**Publication of Technical Reports Prepared under Subpart 1300 of Regulation S-K**

On August 4, 2025, the Company announced the publication of two technical economic studies prepared in accordance with Subpart 1300 of Regulation S-K: (i) a pre-feasibility study included in the technical report entitled "*S-K 1300 NORI Area D Technical Report*", dated August 4, 2025 (the "NORI TRS"), prepared by AMC Consultants Pty Ltd. and other qualified persons, and (ii) an initial assessment included in the technical report entitled "*Technical Report Summary—Initial Assessment of TOML and NORI Properties, Clarion-Clipperton Zone*", dated August 4, 2025 (the "NORI AND TOML Initial Assessment"), prepared by AMC Consultants Pty Ltd. and other qualified persons relating to its polymetallic nodule projects in the Clarion Clipperton Zone of the Pacific Ocean. The NORI TRS covers NORI Area D where the Company is applying for an exploration license and commercial permit under DSHMRA and was filed as Exhibit 96.1 to the Company's Current Report on Form 8-K filed with the SEC on August 4, 2025 (the "August Form 8-K").

The NORI and TOML Initial Assessment covers the remaining NORI and TOML areas where the Company is applying for an exploration license under DSHMRA and was filed as Exhibit 96.2 to the August Form 8-K.

***TMC and Tonga Announce Updated Sponsorship Agreement for Tonga Offshore Mining Ltd. (TOML)***

On August 4, 2025, we and the Government of the Kingdom of Tonga jointly announced the signing of a revised Sponsorship Agreement (Agreement), updating the terms of the Agreement signed between the parties in 2021. The Agreement guarantees that the Kingdom of Tonga will continue to receive existing financial benefits, training and capacity building programs and in-country community and social programs it receives today, while ensuring that, in consideration for its continued sponsorship of Tonga Offshore Mining Limited ("TOML"), the Kingdom of Tonga will receive continuity benefits upon the commencement of commercial production by any subsidiary of TMC, other than TOML, under the U.S. regulatory regime.

***NOAA Confirms Full Compliance of TMC USA's Exploration License Applications***

On August 11, 2025, TMC USA received notice of full compliance from NOAA on its exploration applications, and confirmation that TMC USA has priority right over both exploration areas. Both applications entered the certification stage in late July, which we expect to be approximately 100 days. The news follows earlier determinations of substantial compliance in May 2025, demonstrating a systematic regulatory process under DSHMRA as the Company targets a fourth quarter 2027 production start

**Regulatory Updates**

**Regulation of Mining of Deep-Sea Polymetallic Nodules by the United States**

***The Deep Seabed Hard Mineral Resources Act***

The Deep Seabed Hard Mineral Resources Act of 1980, or DSHMRA, establishes a domestic legal regime for U.S. citizens to explore for and commercially recover hard mineral resources from the seabed in areas beyond U.S. national jurisdiction. DSHMRA affirms that deep-sea mining is a lawful freedom of the high seas, subject to a duty of reasonable regard to the interests of other states in their exercise of those and other freedoms recognized by the general principles of international law, and provides a regulatory structure administered by NOAA, an agency under the U.S. Department of Commerce. NOAA's implementing regulations detail the criteria and conditions for issuance of deep seabed exploration licenses and commercial recovery permits to U.S. citizens, including any individual, corporation, or other entity organized under the laws of a U.S. state or territory.

The purpose of DSHMRA is to promote the development of seabed minerals by U.S. citizens while ensuring environmental protection, avoidance of conflict with other high seas uses, and consistency with international law. Before any license or permit is issued, NOAA must determine that the proposed activities meet a series of statutory requirements, including that the activity: (i) will not unreasonably interfere with the lawful use of the high seas by other states; (ii) is consistent with U.S. foreign policy and international obligations; (iii) does not create a risk to international peace and security; (iv) is not expected to result in significant adverse environmental effects; and (v) does not pose undue risk to life or property at sea. These findings reflect NOAA's mandate of advancing U.S. commercial interests in seabed minerals while minimizing environmental and diplomatic risk.

TMC's wholly owned subsidiary, TMC USA, a US-registered company established in 2013, has submitted three applications to NOAA: two for exploration licenses and one for a commercial recovery permit.

Exploration licenses under DSHMRA grant exclusive rights to conduct technical studies in a defined area and are issued for ten-year terms. Commercial recovery permits authorize full-scale extraction for a period of 20 years subject to extension and are subject to enhanced environmental and operational requirements. To date, NOAA has issued exploration licenses over four areas, of which two are active, however it has not issued any commercial recovery permits under DSHMRA as no U.S. citizen had applied for a commercial recovery permit prior to TMC USA.

TMC USA initiated pre-application consultations with NOAA in the first quarter of 2025 and, following those discussions, submitted its applications in April 2025. These are now under agency review. The NOAA review process includes a determination whether applications for exploration licenses are in full or substantial compliance with the applicable requirements under DSHMRA and its implementing regulations within 30 days of receipt and whether applications for a commercial recovery permit are complete within 60 days. NOAA has notified the Company that its exploration license applications are in substantial compliance with the applicable requirements. NOAA is then expected to proceed with a full review of the applications, including interagency consultation with other U.S. government departments (including the Department of State, the Department of Defense, and the Environmental Protection Agency), preparation of an Environmental Impact Statement, or EIS, under NEPA, and a public comment period. NOAA will determine whether to issue the requested licenses and permit, and if so, under what terms and conditions. All licenses and permits issued under DSHMRA are subject to oversight, periodic reporting, and potential suspension or revocation for noncompliance or unforeseen environmental harm.

In July 2025, NOAA issued proposed amendments to its regulations under DSHMRA (15 C.F.R. Parts 970 and 971), published as FR Doc. 2025-12513 (90 Fed. Reg. 29806). The proposed rule introduces a new consolidated application procedure under §971.214, allowing applicants to submit a single application for both an exploration license and commercial recovery permit. The revisions also include updated electronic submission requirements, restructured environmental review protocols, revised fee schedules, and clarified procedures for interagency consultation and public disclosure. These changes are intended to modernize and streamline the DSHMRA permitting process. The proposed rule remains subject to public comment until September 5, 2025.

DSHMRA and its regulations do not include a statutory deadline for application review. However, the Executive Order signed by President Trump on April 24, 2025, directs the Commerce Secretary to implement an expedited permitting process under DSHMRA.

NOAA issued four exploration licenses in 1984 to U.S.-sponsored consortia for polymetallic nodule exploration in the CCZ. Two of these licenses (USA-1 and USA-4) remain active and are currently held by Lockheed Martin. These licenses have been renewed until 2027 in accordance with DSHMRA's statutory provisions, which require NOAA to grant extensions if the licensee has substantially complied with license terms.

We believe NOAA has historically adopted a cautious and science-based regulatory posture under DSHMRA, coordinating with other U.S. federal agencies and supporting environmental studies to inform future decisions. In the 1980s and 1990s, the United States entered into reciprocal recognition arrangements with other nations with similar domestic seabed mining laws, helping avoid overlapping claims prior to the establishment of the ISA. Once the ISA became operational in the 1990s, most reciprocating states transitioned to the UNCLOS/ISA system. The United States, however, remains outside that framework. NOAA is not restricted under DSHMRA from issuing licenses or permits over areas that are also subject to ISA exploration or exploitation contracts.

In addition, DSHMRA requires that all mining vessels and at least one transport vessel are U.S. flagged. TMC USA will ensure all vessels contracted for commercial recovery comply with relevant laws pertaining to vessel standards and crew safety. DSHMRA also requires that recovered minerals be processed in the United States unless a waiver is granted, in which case the permittee is required to provide assurances that processed materials are returned to the United States. We are currently evaluating U.S.-based vessel and processing options to satisfy this requirement as well as working with Japan and South Korea-based supply chain to ensure processed materials can be returned to the United States in case the permit to process outside the United States is granted for an initial period. If necessary, we expect to seek a waiver based on the statutory criteria and applicable regulations.

We expect to become subject to additional U.S. laws and regulations as development progresses and are in the early stages of analyzing their applicability and potential impact on our operations.

On May 28, 2025, the National Oceanic and Atmospheric Administration (NOAA) determined that TMC USA's two exploration license applications were in substantial compliance and confirmed TMC USA has priority of right over both exploration application areas.

On July 27, 2025, TMC USA submitted amended exploration applications with additional information requested by NOAA. NOAA confirmed that both exploration license applications were fully compliant and it had begun its certification process.

**Existing ISA Exploration Contracts**

We currently hold exploration rights to certain polymetallic nodule areas in the CCZ through our subsidiaries NORI and TOML, sponsored by the Republic of Nauru and the Kingdom of Tonga, respectively.

NORI, our wholly-owned subsidiary, holds exploration rights to four blocks (NORI Area A, B, C, and D, the "NORI Contract Area") covering 74,830 square kilometers in the CCZ that were granted by the ISA in July 2011. NORI is sponsored by Nauru pursuant to a certificate of sponsorship signed by the Government of Nauru on April 11, 2011. The D block of the NORI area ("NORI Area D") is the seafloor parcel where we have performed the most resource definition and environmental work to date. NORI commissioned AMC Consulting Ltd ("AMC"), a leading mining consulting firm, to undertake an Initial Economic Assessment of the mineral resource contained in NORI Area D and to compile a technical report compliant with Canadian National Instrument (NI 43-101), which was completed in March 2021. AMC subsequently compiled the NORI Technical Report Summary, dated March 2021, which included an initial assessment and an economic analysis of NORI Area D prepared in accordance with the SEC's Modernization of Property Disclosures for Mining Registrants set forth in subpart 1300 of Regulation S-K (the "SEC Mining Rules").

TOML, our wholly-owned subsidiary which we acquired in March 2020, holds exploration rights to an area covering 74,713 square kilometers in the CCZ that were granted by the ISA in January 2012 (the "TOML Contract Area"). On March 8, 2008, Tonga and TOML entered into a sponsorship agreement formalizing certain obligations of the parties in relation to TOML's exploration application to the ISA (subsequently granted) for the TOML Contract Area. The sponsorship agreement was updated on August 4, 2025. TOML commissioned a Technical Report Summary by AMC, dated March 2021.

**Key Trends, Opportunities and Uncertainties**

We are currently a pre-revenue company, and we do not anticipate earning revenues (other than potential service revenue) until one of our wholly-owned subsidiaries receives an exploitation contract or commercial recovery permit and we are able to successfully collect and process polymetallic nodules into saleable products on a commercial scale. We believe that our performance and future success pose risks and challenges, including those related to the approval of an application for a commercial recovery permit, development of environmental terms, conditions and restrictions associated with our application and development of our technologies to collect and process polymetallic nodules. These risks, as well as other risks, are discussed in the section entitled "*Risk Factors*" in Item 1A of Part I of the 2024 Annual Report on Form 10-K, as further updated and/or supplemented in subsequent filings with the SEC.

**Basis of Presentation**

We currently conduct our business through one operating segment. As a pre-revenue company with no commercial operations, our activities to date have been limited. Our results are reported under Generally Accepted Accounting Principles in the United States ("U.S. GAAP") and in U.S. dollars.

**Components of Results of Operations**

We are an exploration-stage company with no revenue to date and a net loss of $74.3 million and $94.9 million for three and six months ended June 30, 2025, respectively, compared to a net loss of $20.2 million and $45.4 million in the same period of 2024, respectively. We have an accumulated deficit of approximately $726.4 million from inception through June 30, 2025.

Our historical results may not be indicative of our future results for reasons that may be difficult to anticipate. Accordingly, the drivers of our future financial results, as well as the components of such results, may not be comparable to our historical or projected results of operations.

***Revenue***

To date, we have not generated any revenue. We expect to generate revenue once we receive a commercial recovery permit, and we are able to successfully collect and process polymetallic nodules into saleable products on a commercial scale. Any revenue from initial production is difficult to predict.

***Exploration and Evaluation Expenses***

We expense all costs relating to exploration and development of mineral claims. Such exploration and development costs include, but are not limited to, regulatory approvals, exploration mineral title management, geological, geochemical and geophysical studies, environmental baseline studies and process development activities. Our exploration expenses are impacted by the amount of exploration work conducted during each period. The acquisition cost of polymetallic nodule mineral title will be charged to operations as amortization expense on a unit-of-production method based on proven and probable reserves should commercial production commence in the future.

***General and Administrative Expenses***

General and administrative ("G&A") expenses consist primarily of compensation for employees, consultants and directors, including share-based compensation, consulting fees, investor relations expenses, expenses related to advertising and marketing functions, insurance costs, office and sundry expenses, professional fees (including legal, audit and tax fees), travel expenses and transfer and filing fees.

Share-based compensation costs from the issuance of stock options and restricted share units ("RSUs") are measured at the grant date based on the fair value of the award and are recognized over the related service period. Share-based compensation costs are charged to exploration expenses and general and administrative expenses depending on the function fulfilled by the holder of the award. In instances where an award is issued for financing related services, the costs are included within equity as part of the financing costs. We recognize forfeiture of any awards as they occur.

***Nauru Warrant cost***

The Nauru Warrant cost represents the fair value of the warrants issued as part of the revised sponsorship agreement with the Government of the Republic of Nauru signed on May 29, 2025. As the warrants did not contain complex features, the fair value was calculated using a Black-Scholes valuation model.

***Interest Income***

Interest income consists primarily of interest earned on our cash and cash equivalents.

***Fees and Interest on Borrowings and Credit Facilities***

Fees and interest on borrowings and credit facilities represent interest charged on the Company's short-term debt and interest and underutilization fees associated with the Company's credit facilities.

***Foreign Exchange Gain/Loss***

The foreign exchange gain or loss for the periods reported primarily relates to unrealized gain or loss due to revaluation of foreign denominated accounts payable and accrued liabilities.

***Change in Fair Value of Warrants Liability***

The change in fair value of warrants liability primarily consists of the change in the fair value of our 9,500,000 Private Warrants, which is re-measured at the end of each reporting period.

**Results of Operations**

The following is a discussion of our results of operations for the three and six months ended June 30, 2025 and 2024. Our accounting policies are described in Note 3 "Significant Accounting Policies" in our financial statements filed as part of the 2024 Annual Report on Form 10-K.

***Comparison of the Three and Six Months Ended June 30, 2025 and 2024***

| (Dollar amounts in thousands, except as noted) | For the Three months ended June 30, | | | For the Six months ended June 30, | | |
|---|---|---|---|---|---|---|
| | 2025 | 2024 | % Change | 2025 | 2024 | % Change |
| Exploration and evaluation expenses | $ 10,496 | $ 12,403 | (15)% | $ 20,011 | $ 30,526 | (34)% |
| General and administrative expenses | 11,479 | 7,892 | 45 % | 19,979 | 14,451 | 38 % |
| Nauru Warrant cost | 33,079 | — | — % | 33,079 | — | — % |
| Equity-accounted investment loss (income) | (89) | 61 | (246)% | (54) | 139 | (139)% |
| Change in fair value of warrants liability | 16,229 | (580) | 2,898 % | 16,670 | (49) | 34,120 % |
| Foreign exchange loss (gain) | 2,461 | (84) | 3,030 % | 3,556 | (350) | 1,116 % |
| Interest income | (147) | (16) | 819 % | (166) | (118) | 41 % |
| Fees and interest on borrowings and credit facilities | 833 | 492 | 69 % | 1,854 | 763 | 143 % |
| Net Loss for the period | $ 74,341 | $ 20,168 | 269 % | $ 94,929 | $ 45,362 | 109 % |

***Three Months ended June 30, 2025 compared to Three Months ended June 30, 2024***

We reported a net loss of approximately $74.3 million in the second quarter of 2025, compared to a net loss of $20.2 million in the same period of 2024. The following explains the major reasons for the increase in the net loss in the second quarter of 2025.

***Exploration and Evaluation Expenses***

Exploration and evaluation expenses for the three months ended June 30, 2025 were $10.5 million, compared to $12.4 million for the same period in 2024. The decrease of $1.9 million is primarily due to a decrease in mining, technological and process development activities of $2.4 million compared to the same quarter of 2024, partially offset by an increase in share-based compensation of $0.2 million due to the amortization of the fair value of RSUs and options granted to officers in the second quarter of 2024.

***General and Administrative Expenses***

G&A expenses for the three months ended June 30, 2025 were $11.5 million compared to $7.9 million for the same period in 2024. The increase of $3.6 million in G&A expenses was mainly the result of an increase in share-based compensation of $1 million due to the amortization of the fair value of RSUs and options granted to the directors and officers in the second quarter of 2024, an increase of $2 million in consulting costs to pursue the U.S. regulatory route and financing activities.

***Nauru Warrant cost***

As part of the signing of a revised Sponsorship Agreement with the Government of the Republic of Nauru on May 29, 2025, we issued 9,146,268 warrants to the Republic to purchase common shares of the Company. The fair value of the Nauru Warrants, calculated using a Black-Scholes valuation model, valued each warrant at $3.62 for a total value of $33.1 million. For further details on this non-recurring item, refer to Note 12 in the Company's second quarter 2025 interim financial statements.

***Change in Fair Value of Warrants Liability***

The increase in the fair value of the 9,500,000 Private Warrants liability in the three months ended June 30, 2025 of $16.2 million, results from the significant increase in the price of the Company's shares and the price of our public warrants over this same period (284% and 568% respectively). Refer to Note 12 in the Company's second quarter 2025 interim financial statements for further details on this non-operating, non-cash increase.

***Fees and Interest on Borrowings and Credit Facilities***

The interest charged on the Company's short-term debt borrowings was $0.1 million in the second quarter of 2025 ($nil for the same period of 2024), while interest on drawn amounts on the Company's credit facilities was $0.1 million and underutilization fees on these same facilities was $0.6 million in the second quarter of 2025 ($0.1 and $0.4 million over the same periods in 2024, respectively).

## *Six Months ended June 30, 2025 compared to Six Months ended June 30, 2024*

We reported a net loss of $94.9 million in the first half of 2025, compared to a net loss of $45.4 million in the same period of 2024. The following explains the major reasons for the increase in the net loss in the first half of 2025.

***Exploration and Evaluation Expenses***

Exploration and evaluation expenses for the six months ended June 30, 2025 were $20.0 million, compared to $30.5 million for the same period in 2024. The decrease of $10.5 million was primarily due to an decrease of $11 million in mining, technological and process development cost and a decrease of $1.2 million incurred on environmental studies as the costs incurred in the first six months of 2024 were higher on account of transit costs of the Allseas vessel in the first quarter of 2024, transportation of nodules to PAMCO's facility in Japan and due to Campaign 8 which was completed in the first quarter of 2024, offset by increase in share-based compensation of $1.2 million due to amortization of the fair value of RSUs and options granted to the officers in the second quarter of 2024.

***General and Administrative Expenses***

G&A expenses for the six months ended June 30, 2025 were $19.9 million, compared to $14.5 million for the same period in 2024. The increase of $5.4 million in G&A expenses in the first half of 2025 was mainly the result of an increase in share-based compensation of $3.2 million due to amortization of the fair value of RSUs and options granted to the directors and officers in the second quarter of 2024, an increase in consulting cost of $1.5 million to pursue the U.S. regulatory route, and higher cost incurred on legal, and advisory activities.

***Nauru Warrant cost***

As part of the signing of a revised Sponsorship Agreement with the Government of the Republic of Nauru on May 29, 2025, we issued 9,146,268 warrants to the Republic to purchase common shares of the Company. The fair value of the Nauru Warrants, calculated using a Black-Scholes valuation model, valued each warrant at $3.62 for a total value of $33.1 million. For further details on this non-recurring item, refer to Note 12 in the Company's second quarter 2025 interim financial statements.

***Change in Fair Value of Warrants Liability***

The significant increase in the fair value of the 9,500,000 Private Warrants liability in the first half of 2025 of $16.7 million, results from the significant increase in the price of the Company's shares and the price of our public warrants, mainly over the second quarter of 2025. Refer to Note 12 in the Company's second quarter 2025 interim financial statements for further details on this non-operating, non-cash increase.

**Liquidity and Capital Resources**

Our primary sources of financing have come from private placements and public offerings of Common Shares and warrants, the issuance of convertible debentures and from credit facilities. As of June 30, 2025, we had cash on hand of $115.8 million.

In light of the significant deficit in expected funding following the closing of the Business Combination in September 2021, we adopted what we call a “capital-light” strategy whereby we removed any allocation of funds to capital expenditures that were not deemed necessary to support the submission of an application for a commercial recovery permit contract for the TMC USA-A area, and by negotiating the settlement of program expenditures with our equity whenever possible.

We have yet to generate any revenue from our business operations. We are an exploration-stage company and the recovery of our investment in mineral exploration contracts and attainment of profitable operations is dependent upon many factors including, among other things, the development of commercial production system for collecting polymetallic nodules from the seafloor as well as the development of our processing technology for the metallurgical treatment of such nodules, the establishment of mineable reserves, the demonstration of commercial and technical feasibility of seafloor polymetallic nodule collection and processing systems, metal prices, and securing US exploration licenses and a commercial recovery permit and ISA exploitation contracts or provisional approvals. While we have obtained financing in the past, there is no assurance that such financing will continue to be available on favorable terms, in sufficient amounts, or at all.

We expect to incur significant expenses and operating losses for the foreseeable future, as we advance our application to NOAA for exploration licenses and a commercial recovery permit and preparation for potential commercialization.

Based on our current cash balance, when compared with our forecasted cash expenditures, we believe we will have sufficient funds to meet our obligations that become due within the next twelve months. Our estimates used in reaching this conclusion are based on information available as at the date of filing this Quarterly Report. Accordingly, actual results could differ from these estimates and resulting variances may result in our need for additional funding in an amount greater or earlier than expected, due to changes in business conditions or other developments, including, but not limited to, deferral of approvals, capital and operating cost escalation, currently unrecognized technical and development challenges, our ability to pay certain vendors or suppliers in our Common Shares or changes in external business environment.

In addition, we will however need and are seeking additional financing to fund our continued operations over time. These financings could include additional public or private equity, debt financings, equity-linked financings or other sources of financing, including through non-dilutive asset, royalty or project-based and/or asset-based financings. If these financing or other financing sources are not available, or if the terms of financing are less desirable than we expect, or if in insufficient amounts, we may be forced to delay our exploration and/or exploitation activities or further scale back our operations, which could have a material adverse impact on our business and financial prospects.

On September 16, 2022, we filed a registration statement on Form S-3 with the SEC, which the SEC declared effective on October 14, 2022, to sell up to $100 million of securities. In addition, on November 30, 2023, we filed an additional registration statement on Form S-3 with the SEC, which the SEC declared effective on December 8, 2023, to sell up to an additional $100 million of securities. Securities that may be sold under the registration statements include common shares, preferred shares, debt securities, warrants and units. Any such offering, if it does occur, may happen in one or more transactions. Specific terms of any securities to be sold under these registration statements will be described in supplemental filings with the SEC. As previously disclosed, the capacity under these registration statements is used as part of our capital raising strategy and we plan to file a new registration statement for the issuance of additional securities in the future.

On December 22, 2022, we entered into an At-the-Market Equity Distribution Agreement (the "Sales Agreement") with Stifel, Nicolaus & Company, Incorporated ("Stifel") and Wedbush Securities Inc., as sales agents, allowing us, from time to time, to issue and sell Common Shares with an aggregate offering price of up to $30 million. On December 21, 2023, we amended the Sales Agreement to remove Stifel as a sales agent. The offer and sales of the shares are made under our effective "shelf" registration statement on Form S-3 filed with the SEC on September 16, 2022, which the SEC declared effective on October 14, 2022. In 2024 we sold 3,251,590 Common Shares for gross proceeds of $4.9 million under this offering. In the three and six months ended June 30, 2025, we issued 4,567,770 and 7,542,996 common shares, respectively, at an average share price of $2.08 and $2.02, for net proceeds of $9.2 million and $14.8 million respectively. As of the date of this Quarterly Report, $9.8 million remains available for sale under the Sales Agreement.

On March 22, 2023, we entered into the 2023 Credit Facility with Argentum Cedit Virtuti GCV, the parent of Allseas Investments S.A. and an affiliate of Allseas, which was amended on July 31, 2023 and March 22, 2024, pursuant to which, we were able to borrow from the Lender up to $25 million in the aggregate, from time to time, subject to certain conditions. All amounts drawn under the 2023 Credit Facility bore interest at the 6-month SOFR, 180-day average plus 4.0% per annum payable in cash semi-annually (or plus 5% if paid-in-kind at maturity, at our election) on the first business day of each of June and January. We agreed to pay an underutilization fee equal to 4.0% per annum payable semi-annually for any amounts that remain undrawn under the 2023 Credit Facility. We had the right to pre-pay the entire amount outstanding under the 2023 Credit Facility at any time, before the 2023 Credit Facility's stated maturity of August 31, 2025. The 2023 Credit Facility also contained customary events of default. No amounts had been drawn under the 2023 Credit Facility. Pursuant to the Letter Agreement we entered into on March 24, 2025, we and Argentum Cedit Virtuti GCV agreed to cancel the 2023 Credit Facility with no outstanding amounts remaining, other than our obligation to pay the underutilization fee thereunder.

On August 14, 2023, we entered into a securities purchase agreement for a Registered Direct Offering of our Common Shares and Class A Warrants (the "2023 Offering"). The purchase price for each Common Share and Class A Warrant to purchase 0.5 Common Shares was $2.00 per unit. The exercise price to purchase one Common Share under the Class A Warrants is $3.00, subject to adjustment as provided in the warrant agreement. No investor elected to exercise its right to purchase additional Common Shares and accompanying Class A Warrants on or before September 15, 2023 under the terms of the securities purchase agreement. As of December 31, 2023, we had received gross proceeds of $15.9 million (approximately $14.6 million net of transaction fees) in the Registered Direct Offering. We received the remaining $9 million of gross proceeds on January 31, 2024, from an investor affiliated with us. As a result of the 2024 Purchase Agreement (as described below), the exercise price of the Class A Warrants was reset to $2.00 as the down round feature of the Class A Warrants agreement was triggered.

On March 22, 2024, we entered into the 2024 Credit Facility with Gerard Barron, our Chief Executive Officer and Chairman, and ERAS Capital LLC, the family fund of our director, Andrei Karkar, pursuant to which, we may borrow from the 2024 Lenders up to $20 million in the aggregate ($10 million from each of the 2024 Lenders), from time to time, subject to certain conditions. All amounts drawn under the 2024 Credit Facility will bear interest at the 6-month SOFR, 180-day average plus 4.0% per annum payable in cash semi-annually (or plus 5% if paid-in-kind at maturity, at our election) on the first business day of each of June and January. We will pay an underutilization fee equal to 4.0% per annum payable semi-annually for any amounts that remain undrawn under the 2024 Credit Facility. We have the right to pre-pay the entire amount outstanding under the 2024 Credit Facility at any time, before the 2024 Credit Facility's maturity of December 31, 2025. The 2024 Credit Facility also contains customary events of default. The 2024 Credit Facility will terminate automatically if we or any of our subsidiaries raise at least $50 million in the aggregate (i) through the issuance of any of our or our subsidiaries' debt or equity securities, or (ii) in prepayments under an off-take agreement or similar commercial agreement. On August 13, 2024, we entered into the First Amendment to the 2024 Credit Facility to increase the borrowing limit to $25 million in the aggregate ($12.5 million from each of the 2024 Lenders). Under the terms of the First Amendment, the borrowing limit was due to return to the initial $20 million in the aggregate ($10 million from each of the 2024 Lenders) upon certain financing events. On November 14, 2024, we entered into the Second Amendment to the 2024 Credit Facility with ERAS Capital LLC and Gerard Barron, to increase the borrowing limit to $38 million in the aggregate ($19 million from each of the 2024 Lenders) and to extend the maturity of the 2024 Credit Facility to December 31, 2025. As per the Second Amendment, the rate of underutilization fee was retroactively increased from 4% to 6.5% on any undrawn amounts under the 2024 Credit Facility. On January 30, 2025, we repaid $1.8 million from the drawn amount, leaving a balance of $2.5 million drawn under the 2024 Credit Facility, as of the date of this Quarterly Report. With the January 2025 repayment, the borrowing limit on the 2024 Credit Facility was reduced to $36.2 million ($17.2 million from Gerard Barron and $19 million from ERAS Capital LLC). On March 26, 2025, we entered into the Third Amendment to the 2024 Credit Facility with the 2024 Lenders, to, among other things, increase the borrowing limit to $44 million in the aggregate ($22 million from each of the 2024 Lenders) and extend the maturity of the 2024 Credit Facility to June 30, 2026.

On May 27, 2024, we entered into a short-term loan agreement with the Lender (Argentum Cedit Virtuti GCV), an affiliate of Allseas. In accordance with the agreement, the Lender provided a short-term loan amounting to $2 million (the "Loan") on May 30, 2024. The Loan takes priority over the 2024 Credit Facility. The Loan matured on September 10, 2024 (maturity date) and accrued interest at a rate of 8% per annum. On the maturity date, the Company repaid the entire Loan amounting to $2 million and the accrued interest amounting to $46 thousand.

On September 9, 2024, we entered into a Working Capital Loan Agreement with Allseas Investments, a company related to Allseas. In accordance with the Working Capital Loan Agreement, Allseas Investments provided a loan to us amounting to $5 million (the "Working Capital Loan") on September 10, 2024, to be used towards general corporate purposes and the repayment of all outstanding amounts under the Short-Term Loan between us and the Lender. The Working Capital Loan is payable to the Lender on or before the earlier of (i) the occurrence of certain financing events and (ii) April 1, 2025 (the "Repayment Date"). The Working Capital Loan will bear interest based on the 6-month Secured Overnight Financing Rate, 180-day average plus a margin of 4.0% per annum and is payable in two installments on January 2, 2025, and the Repayment Date (or plus a margin of 5.0% if all interest payments are deferred to the Repayment Date, at our election). On October 18, 2024, we entered into the First Amendment to the Working Capital Loan Agreement with Allseas Investments, resulting in a further draw of $2.5 million by us and a total Working Capital Loan drawn amount of $7.5 million. On March 24, 2025, we entered into the Letter Agreement with Allseas Investments and Argentum Cedit Virtuti GCV, pursuant to which the repayment date under the Working Capital Loan Agreement was extended to September 30, 2025. In the second quarter ended June 30, 2025, the entire Working Capital Loan amount along with the interest payable was repaid and the facility was cancelled.

On November 14, 2024, we entered into a securities purchase agreement (the "2024 Purchase Agreement") with certain new and existing institutional investors for the sale of an aggregate of 17,500,000 common shares (the "Shares") and accompanying Class B warrants (the "Class B Warrants"), in a registered direct offering. The offering price was $1.00 per Share, with each Share including an accompanying Class B Warrant to purchase 0.5 common shares. The Class B Warrants are exercisable immediately upon issuance at a price of $2.00 per share and expire five years from issuance. On November 26, 2024, we entered into the First Amendment to the 2024 Purchase Agreement, pursuant to which we agreed to sell and issue an additional 2,400,000 common shares and accompanying Class B Warrants to purchase 1,200,000 common shares to new investors on the same terms and conditions as initially offered. Including the First Amendment to the 2024 Purchase Agreement, we agreed to sell and issue in aggregate 19,900,000 common shares and Class B Warrants to purchase 9,950,000 common shares. Pursuant to the 2024 Purchase Agreement, we agreed not to issue any Common Shares or Common Share equivalents with an effective price of less than $1.00 per share until May 18, 2025. As at December 31, 2024, we received gross proceeds of $14.9 million (net proceeds of $14.2 million, after offering expenses), with the final $5 million of gross proceeds received on February 6, 2025.

On May 12, 2025, we entered into a securities purchase agreement (the "2025 Purchase Agreement") with certain new and existing investors, including an existing strategic investor, for the sale of an aggregate of 12,333,333 common shares and accompanying Class C Warrants, in a registered direct offering, for gross proceeds of $37 million, of which $30 million was received by the end of June 2025 and $7 million was received in early July 2025. The offering price was $3.00 per Share, with each Share including an accompanying Class C Warrant to purchase one common share. The Class C Warrants are exercisable immediately upon issuance at a price of $4.50 per share and expire three years from issuance.

On June 16, 2025, we entered into a Securities Purchase Agreement with Korea Zinc Company, Ltd. ("Korea Zinc"), pursuant to which in consideration of gross cash receipt of $85.2 million, we agreed to issue and sell to Korea Zinc 19,623,376 of our common shares and accompanying warrants to purchase an aggregate of 6,868,181 common shares. The purchase price per share and accompanying warrant was set at $4.34. The Korea Zinc Warrant are exercisable at an exercise price of $7 per share with an expiration date of June 25, 2028. Pursuant to this Securities Purchase Agreement, subject to certain exceptions, Korea Zinc will have a right to participate in any public offering or private placement of any of our common shares or common share equivalents primarily for capital raising purposes (each a "Proposed Offering") up to such amount of securities to maintain its percentage ownership at the time of such Proposed Offering. Such right to participate in future financings will expire upon the earlier to occur of (i) June 16, 2030, (ii) the date on which Korea Zinc owns less than all of the common shares it purchased and subscribed pursuant to this Securities Purchase Agreement and (iii) immediately after a closing of a Proposed Offering where Korea Zinc does not exercise its participation right in full. The funds raised under this Securities Purchase Agreement are to be used for general corporate purposes.

We may receive up to approximately $437 million in aggregate gross proceeds from cash exercises of the Public Warrants, the Private Warrants, the Class A Warrants and the Class B Warrants, Class C Warrants, and Warrants issued to Korea Zinc and Republic of Nauru based on the per share exercise price of such warrants. However, the exercise price for the outstanding Public Warrants and Private Warrants is $11.50 per common share and there can be no assurance that such warrants will be in the money prior to their expiration, and as such, such warrants may expire worthless. Based on the current trading price of our Common Shares we do not expect to receive any proceeds from the exercise of the Public Warrants and Private Warrants unless there is a significant increase in the price of our Common Shares. In certain circumstances, the Public Warrants and Private Warrants may be exercised on a cashless basis and the proceeds from the exercise of such warrants will decrease. Furthermore, even if the warrants will be in the money, the holders of the warrants are not obligated to exercise their warrants, and we cannot predict whether holders of the warrants will choose to exercise all or any of their warrants. The warrants issued to the Republic of Nauru can only be exercised after the commercial recovery permit is received and commercial production commences and there can be no assurance that the exercise conditions will be met prior to their expiration. In addition, the exercise price to purchase one Common Share under the outstanding Class A Warrants and Class B Warrants is $2.00 each, Class C Warrants is $4.5, warrants issued to Korea Zinc is $7 and warrants issued to Republic of Nauru is $4.72 (subject to customary adjustments) and there can be no assurance that such warrants will be exercised prior to their expiration, and as such, such warrants may expire, and we will not receive any proceeds from the exercise thereof.

***Cash Flows Summary***

Presented below is a summary of our operating, investing and financing cash flows:

| (thousands) | For the Three months ended June 30, | | For the Six months ended June 30, | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| Net cash used in operating activities | $ (10,662) | $ (12,114) | $ (20,009) | $ (23,966) |
| Net cash generated (used in) investing activities | $ 296 | $ (75) | $ 226 | $ (415) |
| Net cash provided by financing activities | $ 123,776 | $ 8,664 | $ 132,069 | $ 17,712 |
| Increase (Decrease) in cash | $ 113,410 | $ (3,525) | $ 112,286 | $ (6,669) |

## *Six Months ended June 30, 2025 compared to Six Months ended June 30, 2024*

***Cash flows used in Operating Activities***

For the six months ended June 30, 2025, major operating activities over this period included advanced work on pre-feasibility studies and work to advance our permit applications, resulting in net cash used in operating activities of $20 million. This consisted of $5.4 million on payroll costs, $4.9 million on various environmental work, $2.1 million on stakeholder engagement, $2.1 million on legal and consulting fees, $2 million on business development, investor relations and communications, $1.7 on interest paid on 2024 credit facilities and working capital loan, and $1.8 million for various expenses.

For the six months ended June 30, 2024, major operating activities over this period involved Campaign 8, as well as advanced work on engineering and pre-feasibility studies as we advance towards our application to the ISA for an exploitation contract and prepare for potential future commercial production. Net cash used in operating activities in the first half of 2024, amounted to $23.9 million, and consisted mainly of $12.1 million on various environmental work, $3.6 million on personnel costs, $2.8 million on legal, advisory and consulting, $1.5 million for sponsorship, training and stakeholder engagement support, $1.8 million spent on engineering and pre-feasibility studies, $1.1 million on communication and business development expenses, and additional payments of $1 million for various expenses.

***Cash flows used in Investing Activities***

Net cash generated by investing activities for the six months ended June 30, 2025 was $0.2 million which included proceeds from the return of capital from Low Carbon Royalties offset by the purchase of equipment and software development. In the comparative period of 2024, $0.4 million was spent on acquisition of equipment and software development.

***Cash flows provided by Financing Activities***

Net cash provided by financing activities for the six months ended June 30, 2025 was $132.1 million, which comprised of net cash proceeds received from the Korea Zinc investment of $85.2 million, net proceeds from the 2025 Registered Direct Offerings of $30.0 million, the remaining net proceeds from the 2024 Registered Direct Offerings of $4.5 million, proceeds from shares issued from ATM of $14.8 million and proceeds from exercise of stock options and warrants of $6.9 million. This increase was partially offset by repayments totaling $9.3 million on our credit facilities and on the Allseas Working Capital loan.

The first half results of 2024 represent the net proceeds from the 2024 Registered Direct Offerings of $8.9 million, proceeds from shares issued from ATM of $2.5 million, proceeds from the drawdown of our credit facilities and Allseas Debt Agreement of $5.9 million and proceeds from the exercise of stock options of $0.4 million.

**Contractual Obligations and Commitments**

***NORI Exploration Contract***

As part of the NORI Exploration Contract with the ISA, NORI submitted a periodic review report to the ISA which included a five-year plan covering 2022 to 2026: NORI is currently implementing its approved five-year plan. The cost of the estimated work plan for 2025 onwards is dependent on NORI's current five-year plan and any future approved exploration contract extension program of work. Work plans are reviewed annually by us, agreed with the ISA and may be subject to change depending on our progress to date. NORI's exploration contract expires on July 21, 2026. NORI is required to submit an application for extension no later than six months before the expiration of the contract. NORI intends to submit an application for a five-year extension in early 2026.

***TOML Exploration Contract***

As part of the TOML Exploration Contract with the ISA, TOML submitted a periodic review report to the ISA which included a five-year plan covering 2022 to 2026: TOML is currently implementing its approved plan, which included an estimated five-year expenditure of up to $44 million. The five-year estimated expenditure is indicative and subject to change, TOML will review the program regularly and TOML will inform the ISA of any changes through its annual reports. TOML intends to submit an application for a five-year extension in 2026.

***Regulatory Obligations Relating to Exploration Contracts***

Under ISA requirements, both TOML and NORI require sponsorship from their host sponsoring nations, Tonga and Nauru, respectively. Each company has been registered and incorporated within the applicable host nation's jurisdiction. The ISA requires that a contractor must obtain and maintain sponsorship by a host nation that is a member of the ISA, and such state must maintain effective supervision and regulatory control over such sponsored contractor. Each of TOML and NORI is subject to the registration and incorporation requirements of these nations. In the event the sponsorship is otherwise terminated, such subsidiary will be required to obtain new sponsorship from another state that is a member of the ISA. Failure to obtain such new sponsorship could have a material impact on the operations of such subsidiary and us.

***Sponsorship Agreements***

On July 5, 2017, Nauru, the Nauru Seabed Minerals Authority and NORI entered into the NORI Sponsorship Agreement formalizing certain obligations of the parties in relation to NORI's exploration and potential exploitation of the NORI Area. NORI is required to pay an administration fee each year to Nauru for such administration and sponsorship, which is subject to review and increase in the event NORI is granted an ISA exploitation contract. On May 29, 2025, NORI and the Government of Nauru entered into an updated sponsorship agreement that superseded the 2017 agreement and reaffirms the Government of Nauru's sponsorship of NORI under the ISA regime. Under the revised agreement, the Government of Nauru and NORI agreed to certain updated payment and taxation commitments, including NORI's commitment to pay corporate income tax within Nauru assuming future NORI operations are ultimately profitable. NORI also committed to maintaining its in-country investments and presence.

On March 8, 2008, Tonga and TOML entered into the TOML Sponsorship Agreement formalizing certain obligations of the parties in relation to TOML's exploration and potential exploitation of the TOML Area. On September 23, 2021, Tonga updated the TOML Sponsorship Agreement harmonizing the terms of its engagement with TOML with those held by NORI with Nauru. On August 4, 2025, TOML and the Government of Tonga entered into a further updated sponsorship agreement reaffirming the Government of Tonga's sponsorship of TOML and formalizing certain revised terms of engagement. Under the updated agreement, TOML reaffirmed its commitment to pay corporate income tax within Tonga assuming future operations are ultimately profitable. TOML also committed to maintaining its in-country investments and presence.

***Allseas Agreements***

On March 29, 2019, we entered into a strategic alliance with Allseas to develop a system to collect, lift and transport nodules from the seafloor to shore and agreed to enter into a nodule collection and shipping agreement whereby Allseas would provide commercial services for the collection of the first 200 million metric tonnes of polymetallic nodules on a cost plus 50% profit basis. In furtherance of this agreement, on July 8, 2019, we entered into a Pilot Mining Test Agreement with Allseas ("PMTA"), which was amended on five occasions through February 2023, to develop and deploy a PMTS, successful completion of which is a prerequisite for our application for an exploitation contract with the ISA. Under the PMTA, Allseas agreed to cover the development cost of the project in exchange for a payment from us upon successful completion of the pilot trial of the PMTS in NORI Area D.

On March 16, 2022, NORI and Allseas entered into a non-binding term sheet for the development and operation of a commercial nodule collection system. The pilot nodule collection system developed and tested by Allseas is expected to be upgraded to a commercial system with an expanded targeted production capacity of up to an estimated 3.0 million tonnes of wet nodules per year, to be delivered in stepped increments. NORI and Allseas intend to equally finance all costs related to developing and getting the first commercial system into production. Once in production, NORI is expected to pay Allseas a nodule collection and transshipment fee and, as Allseas scales up production to up to an estimated 3.0 million wet tonnes of nodules per year, it is expected that unit costs will be reduced. Following the successful completion of the NORI Area D pilot collection system trials in November 2022 and subsequent analysis of pilot data, the parties are reviewing Project Zero Offshore Nodule Collection System production targets, system design and cost estimates and intend to enter into a binding Heads of Terms by the end of 2025. The parties expect to further detail their relationship in three separate definitive agreements for engineering, conversion/build and commercial operations phase, respectively. Subject to the necessary regulatory approvals, Allseas and NORI also intend to investigate acquiring a second production vessel similar to the *Hidden Gem*, another Samsung 10000, with the potential for an additional production rate of three million tonnes of wet nodules per year and lower associated per tonne production cost. There can be no assurances, however, that we will enter into definitive agreements with Allseas contemplated by the non-binding term sheet in a particular time period, or at all, or on terms similar to those set forth in the non-binding term sheet, or that if such definitive agreements are entered into by us that the proposed commercial systems and second production vessel will be successfully developed or operated in a particular time period, or at all.

Through June 30, 2025, we have made the following payments to Allseas under the PMTA: (a) $10 million in cash in February 2020, (b) $10 million through the issuance of 3.2 million Common Shares valued at $3.11 per share in February 2020, (c) issued Allseas a warrant to purchase 11.6 million Common Shares at a nominal exercise price per share in March 2021, (d) $10 million in cash in October 2021, following the closing of the Business Combination and meeting certain progress targets on the PMTS and (e) on February 23, 2023 issued 10.85 million Common Shares to Allseas. On August 9, 2023, 11,578,620 common shares were issued to Allseas upon the exercise of the warrant that was granted to Allseas in March 2021, and receipt of the exercise fee of $115.8 thousand. The warrant vested and became exercisable on successful completion of the PMTS in November 2022.

On November 11, 2022, our board of directors approved the successful completion and testing of the PMTS in the NORI Area D and payment of the third milestone amounting to $10 million and additional costs owed to Allseas under the PMTA by issuing 10.85 million Common Shares to Allseas priced at $1.00 per share on February 23, 2023.

On August 1, 2023, we entered into an Exclusive Vessel Use Agreement with Allseas pursuant to which Allseas will give us exclusive use of the vessel ("*Hidden Gem*") in support of the development of the Project Zero Offshore Nodule Collection System until the system is completed or December 31, 2026, whichever is earlier. In consideration of the exclusivity term, on August 14, 2023, we issued 4.15 million Common Shares to Allseas.

***Offtake Agreement***

On May 25, 2012, DGE and Glencore entered into a copper offtake agreement and a nickel offtake agreement. DGE has agreed to deliver to Glencore 50% of the annual quantity of copper and nickel produced by a DGE-owned facility from nodules derived from the NORI Area at London Metal Exchange referenced market pricing with allowances for product quality and delivery location. Either party may terminate the agreement upon a material breach or insolvency of the other party. Glencore may also terminate the agreement by giving twelve months' notice.

**Borrowing with Company Related to Allseas**

***2023 Credit Facility***

As described above, on March 22, 2023, we entered into the 2023 Credit Facility with Argentum Cedit Virtuti GCV, an affiliate of Allseas, under which we may borrow up to $25 million pursuant to the terms and conditions of the 2023 Credit Facility, as amended, which has a maturity date of August 31, 2025. On August 16, 2024, we entered into the Third Amendment to the 2023 Credit Facility, to increase the borrowing limit of the 2023 Credit Facility to $27.5 million. Under the terms of the Third Amendment, upon closing of the November 2024 Registered Direct Offering discussed above, the borrowing limit returned to $25 million. There was no outstanding balance under the 2023 Credit Facility as at December 31, 2024. Pursuant to the Letter Agreement entered into on March 24, 2025, we agreed to cancel the 2023 Credit Facility with no outstanding amounts remaining, other than our obligation to pay Argentum Cedit Virtuti GCV the underutilization fee thereunder.

***2024 Short-Term Loan and Working Capital Loan***

On May 27, 2024, we entered into a short-term loan agreement with Argentum Cedit Virtuti GCV whereby we borrowed $2 million (the "Loan") on May 30, 2024. The Loan matured on September 10, 2024 (maturity date) and accrued interest at a rate of 8% per annum. On the maturity date, we repaid the entire Loan amounting to $2 million and the accrued interest.

On September 9, 2024, we entered into a working capital loan agreement (the "Working Capital Loan Agreement") with Allseas Investments, a company related to Allseas. In accordance with the Working Capital Loan Agreement, Allseas Investments provided a loan to us amounting to $5 million (the "Working Capital Loan") on September 10, 2024, to be used towards general corporate purposes and the repayment of all outstanding amounts under the Short-Term Loan between us and the Lender. The Working Capital Loan is payable to the Lender on or before the earlier of (i) the occurrence of certain financing events and (ii) April 1, 2025 (the "Original Repayment Date"). The Working Capital Loan will bear interest based on the 6-month Secured Overnight Financing Rate, 180-day average plus a margin of 4.0% per annum and is payable in two installments on January 2, 2025, and the Original Repayment Date (or plus a margin of 5.0% if all interest payments are deferred to the Original Repayment Date, at our election). On October 18, 2024, we entered into the First Amendment to the Working Capital Loan Agreement with Allseas Investments, resulting in a further draw of $2.5 million by us and a total Working Capital Loan drawn amount of $7.5 million. On March 24, 2025, we entered into a Letter Agreement with Allseas Investments and Argentum Cedit Virtuti GCV, pursuant to which the Original Repayment Date under the Working Capital Loan Agreement was extended to September 30, 2025, with principal and interest now repayable on that date. During the second quarter of 2025, we repaid the entire outstanding loan and interest, amounting to $7.5 million and $0.5 million, respectively, and cancelled the Working Capital Loan Agreement.

**2024 Credit Facility with ERAS Capital LLC and Gerard Barron**

On March 22, 2024, we entered into an Unsecured Credit Facility with Gerard Barron, our Chief Executive Officer and Chairman, and ERAS Capital LLC, the family fund of our director, Andrei Karkar, pursuant to which, we may borrow from the 2024 Lenders up to $20 million in the aggregate ($10 million from each of the 2024 Lenders), from time to time, subject to certain conditions. All amounts drawn under the 2024 Credit Facility will bear interest at the 6-month SOFR, 180-day average plus 4.0% per annum payable in cash semi-annually (or plus 5% if paid-in-kind at maturity, at our election) on the first business day of each of June and January. We will pay an underutilization fee equal to 4.0% per annum payable semi-annually for any amounts that remain undrawn under the 2024 Credit Facility. We have the right to pre-pay the entire amount outstanding under the 2024 Credit Facility at any time, before the 2024 Credit Facility's maturity of December 31, 2025. The 2024 Credit Facility also contains customary events of default. The 2024 Credit Facility will terminate automatically if we or any of our subsidiaries raise at least $50 million in the aggregate (i) through the issuance of any of our or our subsidiaries' debt or equity securities, or (ii) in prepayments under an off-take agreement or similar commercial agreement. On August 13, 2024, we entered into the First Amendment to the 2024 Credit Facility with the 2024 Lenders, to increase the borrowing limit of the 2024 Credit Facility to $25 million in the aggregate ($12.5 million from each of the 2024 Lenders). On November 14, 2024, we entered into the Second Amendment to increase the borrowing limit to $38 million in the aggregate ($19 million from each of the 2024 Lenders) to the 2024 Credit Facility with ERAS Capital LLC and Gerard Barron, and to extend the maturity of the 2024 Credit Facility to December 31, 2025. As per the Second Amendment, the rate of underutilization fee was retroactively increased from March 22, 2024 to 6.5% on any undrawn amounts under the 2024 Credit Facility. On March 26, 2025, we entered into the Third Amendment to, among other things, increase the borrowing limit to $44 million in the aggregate ($22 million from each of the 2024 Lenders) and extend the maturity of the 2024 Credit Facility to June 30, 2026.

In the three months ended June 30, 2025, the Company incurred $58 thousand as interest expense and $0.7 million as underutilization fees. During the second quarter of 2025, the Company repaid outstanding interest payable amounting to $0.1 million of outstanding underutilization fees amounting to $0.9 million.

**Off-Balance Sheet Arrangements**

We are not party to any off-balance sheet arrangements.

**Critical Accounting Policies and Significant Judgments and Estimates**

Our condensed consolidated interim financial statements have been prepared in accordance with U.S. GAAP. In the preparation of these financial statements, we are required to use judgment in making estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, as well as the reported expenses incurred during the reporting periods. Our estimates are based on our historical experience and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about items that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Except as described in Note 3 to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q, there have been no material changes to our critical accounting policies and estimates as compared to the critical accounting policies and estimates disclosed in our 2024 Annual Report on Form 10-K.

**Emerging Growth Company Status**

Section 102(b)(1) of the Jumpstart Our Business Startups ("JOBS") Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can choose not to take advantage of the extended transition period and comply with the requirements that apply to non-emerging growth companies, and any such election to not take advantage of the extended transition period is irrevocable.

We are an "emerging growth company" as defined in Section 2(a) of the Securities Act and have elected to take advantage of the benefits of the extended transition period for new or revised financial accounting standards. For so long as we remain an emerging growth company, we may take advantage of certain exemptions from various reporting requirements and other burdens that are otherwise applicable generally to public companies. We will cease to qualify as an emerging growth company as of December 31, 2025. We may decide to early adopt such new or revised accounting standards to the extent permitted by such standards. This may make it difficult or impossible to compare our financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen not to take advantage of the extended transition period exemptions because of the potential differences in accounting standards used.

**Cautionary Statements Regarding the NORI TRS and the NORI and TOML Initial Assessment**

Except where otherwise stated, the scientific and technical information set forth in this Quarterly Report on Form 10-Q relating to the area our subsidiary TMC-USA has applied for an exploration license and commercial permit under DSHMRA (which includes part of the area under which our subsidiary NORI holds an exploration contract issued by the ISA) ("NORI Area D") and the area under which our subsidiary TMC-USA has applied for an additional exploration license under DSHMRA (which includes part of the area under which our subsidiary NORI holds an exploration contract issued by the ISA and includes the area under which our subsidiary TOML holds an exploration contract issued by the ISA) (the "NORI and TOML Properties")) is based on technical reports prepared in accordance with the SEC rules set forth in subpart 1300 of Regulation S-K (the "SEC Mining Rules").

- In respect of NORI Area D, the pre-feasibility study in the technical report entitled "*S-K 1300 NORI Area D Technical Report*", dated August 4, 2025 (the "NORI TRS"), prepared by AMC Consultants Pty Ltd. and other qualified persons, each a "qualified person" as defined in subpart 1300 of Regulation S-K; and

- In respect of the NORI and TOML Properties, the technical report entitled "*Technical Report Summary—Initial Assessment of TOML and NORI Properties, Clarion-Clipperton Zone*", dated August 4, 2025 (the "NORI AND TOML Initial Assessment" together with the TRS, the "Technical Reports"), prepared by AMC Consultants Pty Ltd. and other qualified persons, each a "qualified person" as defined in subpart 1300 of Regulation S-K.

The pre-feasibility study included in the NORI TRS indicated that the development of NORI Area D is technically and economically viable. The pre-feasibility study, however, does not represent a feasibility study and does not support a development decision and additional project planning and design are needed to make this decision. In addition, the initial assessment included in the NORI and TOML Initial Assessment Report is a conceptual study of the potential viability of mineral resources in the NORI and TOML Properties. This initial assessment indicates that development of the mineral resource in the NORI and TOML Properties is potentially technically and economically viable; however, due to the preliminary nature of project planning and design, and the untested nature of the specific seafloor production systems at a commercial scale, economic viability has not yet been demonstrated. As a result, we plan to continue to estimate our resources and reserves in NORI Area D and the NORI and TOML Properties and further develop the project economics.

As used in this Quarterly Report on Form 10-Q or in the applicable report summary, the terms “pre-feasibility study,” “feasibility study,” “initial assessment,” “mineral reserve,” “probable mineral reserve,” proven mineral reserve,” “mineral resource,” “measured mineral resource,” “indicated mineral resource” and “inferred mineral resource”, as applicable, and other terms used herein are defined and used in accordance with the SEC Mining Rules.

The NORI TRS also does not include the conversion of all mineral resources included in NORI Area D to mineral reserves and does not include the conversion of any mineral resources to proven mineral reserves and the NORI and TOML Initial Assessment does not include the conversion of mineral resources to mineral reserves. You are specifically cautioned not to assume that any part or all of the mineral deposits in categorized as mineral resources will ever be converted into mineral reserves, as defined by the SEC. You are also cautioned that mineral resources do not have demonstrated economic value. Information concerning our mineral properties in the Technical Report and in this Quarterly Report on Form 10-Q includes information that has been prepared in accordance with the requirements of the SEC Mining Rules set forth in subpart 1300 of Regulation S-K. Under SEC standards, mineralization, such as mineral resources, may not be classified as a “reserve” unless the determination has been made that the mineralization would be economically and legally produced or extracted at the time of the reserve determination. Inferred mineral resources have a high degree of uncertainty as to their existence and to whether they can be economically or legally commercialized. Under the SEC Mining Rules, estimates of inferred mineral resources may not form the basis of an economic analysis. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. A significant amount of exploration must be completed in order to determine whether an inferred mineral resource may be upgraded to a higher category. Therefore, you are cautioned not to assume that all or any part of an inferred mineral resource exists, that it can be economically or legally commercialized, or that it will ever be upgraded to a higher category. Approximately 97% of the NORI Area D resource and approximately 6% of the NORI (Areas A to C) and TOML Properties resource are categorized as measured or indicated.

Likewise, you are cautioned not to assume that all or any part of measured or indicated mineral resources will ever be upgraded to mineral reserves or that probable mineral reserves will ever be upgraded to proven mineral reserves. Until mineral deposits are actually mined and processed, mineral resources and mineral reserves must be considered as estimates only.

Further information on each of the polymetallic nodule areas in the CCZ and the Technical Reports referred to above can be found in our Current Report on Form 8-K filed with the SEC on August 4, 2025. The information contained in this Quarterly Report in Form 10-Q regarding NORI Area D and the NORI and TOML Properties has been derived from the Technical Reports, is subject to certain assumptions, qualifications and procedures described in the Technical Reports and is qualified in its entirety by the full text of the NORI TRS and the NORI and TOML Initial Assessment, which are filed as exhibit 96.1 and 96.2, respectively, to our Current Report on Form 8-K filed with the SEC on August 4, 2025.

The technical report entitled “Technical Report Summary – Initial Assessment of the NORI Property, Clarion-Clipperton Zone” dated as of March 17, 2021 (the “2021 NORI Initial Assessment”) and the technical report entitled “Technical Report Summary – TOML Mineral Resource, Clarion Clipperton Zone, Pacific Ocean” dated as of March 26, 2021 (the “2021 TOML Mineral Resource Statement”), each prepared by AMC Consultants Pty Ltd. and other qualified persons, have been superseded by the NORI TRS and the NORI and TOML Initial Assessment and therefore, the 2021 NORI Initial Assessment and the 2021 TOML Resource Statement and any summaries of or excerpts thereof should no longer be relied upon or used by investors for any reason unless specifically allowed by us.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to a variety of markets and other risks including the effects of change in interest rates, inflation and foreign currency translation and transaction risks as well as risks to the availability of funding sources, hazard events, specific asset risks, regulatory risks, public policy risks and technology risks. We also expect to be exposed to commodity risks if and when we commence commercial production.

**Interest Rate Risk and Credit Risk**

Interest rate risk is the risk that the fair value of our future cash flows and our financial instruments will fluctuate because of changes in market interest rates.

Our current practice is to invest excess cash in investment-grade short-term deposit certificates issued by reputable Canadian financial institutions with which we keep our bank accounts and management believes the risk of loss to be remote. We periodically monitor the investments we make and are satisfied with the credit ratings of our banks. Due to the current high cash need of our operating plan, we have kept our funds readily available, placed in secure, highly liquid interest-bearing investments, as at June 30, 2025.

Credit risk is a risk of loss that may arise on outstanding financial instruments should a counter party default on its obligation. Our receivables consist primarily of general sales tax due from the Federal Government of Canada and as a result, the risk of default is considered to be low. Once we commence commercial production, we expect our credit risk to rise with our increased customer base.

**Regulatory Risk**

Both the ISA and the U.S. regime under DSHMRA have not yet been used for commercial production of seafloor polymetallic nodules. To date, NOAA has not issued a commercial recovery permit, and while the legal framework is established, it has not yet been applied to the full lifecycle of a seabed mining project. Our April 2025 applications now under NOAA review, and each is subject to an initial determination as to full compliance and completeness under DSHMRA. There can be no assurance that such determinations will be favorable, that the applications will proceed to full review without delay, or that NOAA will not request additional information, modifications, or clarifications before accepting them for full review. There is also no assurance that any of our applications will result in NOAA granting us any exploration licenses or a commercial recovery permit on a timely basis or at all, or on commercially viable terms and conditions, and any such failure would materially and adversely affect our business, financial condition, liquidity, results of operations and prospects. Although we believe the regulations may allow for a direct or simultaneous application for a commercial recovery permit where sufficient environmental and technical data already exists, there is no assurance that NOAA will agree with this interpretation. There is no guarantee that NOAA's proposed amendments that introduce a new consolidated application procedure under § 971.214, allowing submission of a single application for both an exploration license and commercial recovery permit, will be adopted as proposed or at all. If NOAA requires us to begin the DSHMRA permitting process with an exploration license, this would likely delay our intended commercialization timeline and increase permitting costs and complexity. In addition, there is no assurance that we will be able to comply with, or obtain a waiver of, the requirement under DSHMRA requirement that minerals be processed in the United States.

In addition, permitting under DSHMRA will subject us to a complex regulatory system in the United States which we are currently analyzing to determine applicability and how compliance will impact our development plans and potential commercial operations. For example, we will be subject to the Merchant Marine Act of 1920 and will need to be in full compliance with U.S. environmental laws, and NOAA may deny a commercial recovery permit if it determines that significant adverse environmental effects cannot be adequately mitigated. The review and approval process will also be subject to a full EIS process under NEPA, as well as public comment and potential legal challenge in U.S. courts by third parties. Although the recent Executive Order signed by President Trump on April 24, 2025 directs the Commerce Secretary to implement an expedited permitting process under DSHMRA, the timing of license or permit issuance remains uncertain, as there is no statutory deadline under DSHMRA and actual review timelines will depend on the scope and outcome of NOAA's assessment.

**Other Risks**

We are exposed to a variety of markets and other risks including the effects of inflation and foreign currency translation, commodity pricing risks and transaction risks as well as risks to the availability of funding sources, hazard events specific asset risks, regulatory risks, public policy risks and technology risks. We also expect to be exposed to commodity risks if and when we commence commercial production.

**Item 4. Controls and Procedures**

***Evaluation of Disclosure Controls and Procedures***

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act.

Disclosure controls and procedures are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure. Based on the evaluation of our disclosure controls and procedures, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective as of June 30, 2025, as a result of a material weakness in our internal control over financial reporting as described below.

***Material Weaknesses in Internal Control over Financial Reporting***

As previously disclosed in our 2024 Annual Report on Form 10-K, management identified a material weakness in the operating effectiveness of our internal controls over the accounting for significant non-routine transactions that resulted from the inadequate and untimely involvement of stakeholders and technical advisors with an appropriate level of expertise to account for a non-routine, unusual and complex transaction. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis.

This material weakness resulted in errors in the financial statements and related disclosures in our Quarterly Reports on Form 10-Q for the quarter ended March 31, 2023, and for the six months ended June 30, 2023 and nine months ended September 30, 2023. See Note 22 to the audited consolidated financial statements for the year ended December 31, 2023, included in our 2023 Annual Report on form 10-K for more information about these errors and our revisions to these previously issued financial statements in our financial statements as of and for the year ended December 31, 2023, as included in the 2023 Annual report on Form 10-K.

In order to remediate this material weakness, during 2024, we developed a policy to assist with the identification of significant, non-routine transactions and to define the processes to follow in addressing the accounting and reporting requirements of these transactions. In addition, we rolled out training on processes and controls related to significant, non-routine transactions and identifying circumstances under which we use technical advisors in connection with evaluating such transactions. During the fourth quarter of 2024 and in the second quarter of 2025, we identified several significant, non-routine transactions that occurred, and we applied the processes as required under the new policy. Although management believes the new policy, processes and training worked effectively for these significant, non-routine transaction, the new internal control over significant, non-routine transactions needs to be in operation and tested for sufficient instances, including a successful evaluation from our 2025 year-end audit procedures, in order to be considered effective and, therefore, these changes can only be deemed effective once they have been in place over a longer time period and applied in additional instances.

We will continue to review the effectiveness of our newly implemented controls and make improvements as warranted. This is no assurance, however, that these control modifications will ultimately have the intended effects.

Notwithstanding our material weakness, we have concluded that our unaudited condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q fairly present in all material respects our financial condition, results of operations and cash flows for the periods presented in conformity with U.S. GAAP.

***Changes in Internal Control over Financial Reporting***

There were no changes in our internal control over financial reporting identified in connection with the evaluation of such internal controls that occurred during the second quarter ended June 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

***Limitations on the Effectiveness of Disclosure Controls and Procedures***

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well designed and implemented, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues within a company are detected. The inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple errors or mistakes. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and may not be detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

## PART II – OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS.

Except as set forth below, we are not currently a party to any material legal proceedings.

On October 28, 2021, a shareholder filed a putative class action against us, one of our executive and former director in federal district court for the Eastern District of New York, captioned Caper v. TMC The Metals Company Inc. F/K/A Sustainable Opportunities Acquisition Corp., Gerard Barron and Scott Leonard. The complaint alleges that all defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, and Messrs. Barron and Leonard violated Section 20(a) of the Exchange Act, by making false and/or misleading statements and/or failing to disclose information about our operations and prospects during the period from March 4, 2021 and October 5, 2021. On November 15, 2021, a second complaint containing substantially the same allegations was filed, captioned Tran v. TMC the Metals Company, Inc. These cases have been consolidated. On March 6, 2022, a lead plaintiff was selected. An amended complaint was filed on May 12, 2022, reflecting substantially similar allegations, with the Plaintiff seeking to recover compensable damages caused by the alleged wrongdoings. We deny any allegations of wrongdoing and filed and served the plaintiff a motion to dismiss on July 12, 2022 and intend to defend against this lawsuit. On July 12, 2023, an oral hearing on the motion to dismiss was held. On July 9, 2025, the Court granted our motion to dismiss with prejudice, and the case was dismissed in its entirety. No appeal was filed and the matter is now considered closed.

On January 23, 2023, investors in the 2021 private placement from the Business Combination filed a lawsuit against us in the Commercial Division of New York Supreme Court, New York County, captioned Atalaya Special Purpose Investment Fund II LP et al. v. Sustainable Opportunities Acquisition Corp. n/k/a TMC The Metals Company Inc., Index No. 650449/2023 (N.Y. Sup. Ct.). We filed a motion to dismiss on March 31, 2023, after which the plaintiffs filed an amended complaint on June 5, 2023. The amended complaint alleges that we breached the representations and warranties in the plaintiffs' private placement Subscription Agreements and breached the covenant of good faith and fair dealing. The Plaintiffs are seeking to recover compensable damages caused by the alleged wrongdoings. We deny any allegations of wrongdoing and filed a motion to dismiss the amended complaint on July 28, 2023. On December 7, 2023, the Court granted our motion to dismiss the claim for breach of the covenant of good faith and fair dealing and denied our motion to dismiss the breach of the Subscription Agreement claim. We filed a notice of appeal regarding the Court's denial of our motion to dismiss the breach of the Subscription Agreement claim. The appeal was heard on November 8, 2024. The NY Appellate Division upheld the lower court's ruling in December 2024, moving the case into the discovery phase. There is no assurance that we will be successful in our defense of this lawsuit or that insurance will be available or adequate to fund any settlement or judgment or the litigation costs of this action. Such losses or range of possible losses cannot be reliably estimated.

On November 8, 2024, a shareholder filed a putative class action against us and certain executives in federal district court for the Central District of California, captioned Lin v. TMC The Metals Company Inc., Gerard Barron, and Craig Shesky. The complaint alleges that all defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, and Messrs. Barron and Shesky violated Section 20(a) of the Exchange Act, by making false and/or misleading statements and/or failing to disclose information regarding the classification of the non-financial asset received from our partnership with Low Carbon Royalties Inc. and the derecognition of the capitalized exploration contract related to NORI. The alleged misstatements and omissions pertain to our initial classification of this non-financial asset as a gain on disposition (being a sale of future revenue) and subsequent reclassification thereof as a royalty liability (and re-capitalization of the exploration contract) and the restatement of our previously issued financial statements as a result thereof for the three months ended March 31, 2023, the six months ended June 30, 2023 and the nine months ended September 30, 2023 in March 2024. The complaint purports to represent a class of shareholders who acquired our securities between May 12, 2023, and March 25, 2024, and seeks to recover compensable damages caused by the alleged wrongdoings. On February 6, 2025, the Court appointed a lead plaintiff. An amended complaint was filed on March 6, 2025. Pursuant to court-approved scheduling, we filed our motion to dismiss on April 10, 2025. The lead plaintiff filed an opposition on May 15, 2025, and we filed our reply on June 5, 2025. On June 18, 2025, the Court granted our motion to dismiss in full but granted plaintiffs leave to amend. The plaintiffs filed a Second Amended Complaint on July 2, 2025. Our motion to dismiss the Second Amended Complaint was filed on August 6, 2025, the plaintiff's opposition is expected to be filed by September 9, 2025, and our reply is expected to be filed by September 23, 2025. We intend to continue defending against the lawsuit. There can be no assurance, however, that we will be successful in our defense, or that insurance will be available or adequate to fund any settlement or judgment or the litigation costs of this action. Due to the early stage of this litigation, such losses or range of possible losses cannot be reliably estimated.

**ITEM 1A. RISK FACTORS.**

You should carefully review and consider the information regarding certain factors that could materially affect our business, consolidated financial condition or results of operations set forth under Item 1A. Risk Factors in our 2024 Annual Report on Form 10-K and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2025. Other than noted below, there have been no material changes from or additions to the risk factors disclosed in those reports. We may disclose changes to risk factors or additional factors from time to time in our future filings with the SEC.

***We are reliant on third parties to conduct independent analyses with respect to our business, and any inaccuracies in such analyses could have a material adverse effect on our offshore collection and onshore processing and refining objectives.***

We rely upon third-party consultants, engineers, analysts, scientists, and others to provide analyses, reviews, reports, advice, and opinions regarding our potential projects. For example, the NORI Area D Pre-Feasibility Study ("PFS") and the Initial Assessment of the Remaining NORI and TOML Resource contain mineral resource and, in the case of the PFS, mineral reserve estimates and other technical and economic information with respect to our contract areas. While these studies have been prepared by qualified persons, they are inherently based on assumptions and interpretations that may change over time or prove inaccurate. There is a risk that such analyses, reviews, reports, advice, opinions, and projects are incorrect or become outdated over time or as our plans change, in particular with respect to resource and reserve estimation, process development, recommendations for products to be produced, capital and operating cost estimates, and forecasted revenue streams. Both the PFS and the Initial Assessment are subject to the risks and uncertainties that apply to early-stage technical studies, including that results may not be realized as currently presented. Uncertainties are also inherent in such estimations.

***Mineral resource and mineral reserve estimates from the contract areas of NORI and TOML are only estimates.***

Estimates of mineral resources and mineral reserves from the contract areas of NORI and TOML described in our SEC filings and reported in technical reports prepared by AMC depend on geological interpretation and statistical inferences or assumptions drawn from survey data and recovery and sampling analysis, which might prove to be materially inaccurate. While these reports have been provided by experts, there is a degree of uncertainty attributable to the estimation of mineral resources and mineral reserves. Except for the Probable Mineral Reserves declared in the PFS for the Initial Mining Area of NORI Area D, mineral reserves have not been defined for our other contract areas and will require completion of further studies. The PFS is not a feasibility study and does not support a development decision, and the Initial Assessment is preliminary in nature, contains no reserves, and is not sufficient to determine the economic viability of a mining project. Until mineral resources and mineral reserves are actually collected and processed on a commercial scale, the quantity of metal and nodule abundance must be considered as estimates only, and no assurance can be given that the indicated levels of metals will be produced. The estimation of mineral reserves and mineral resources is an iterative process and is, at times, partially dependent upon the judgment of the persons preparing the estimates. The process relies on the quantity and quality of available data and is based on knowledge, experience, statistical analysis of data and industry practices. Valid estimates made at a given time may significantly change when new information becomes available. Estimated mineral reserves and mineral resources may have to be recalculated based on changes in metal prices, further exploration or development activity, actual production experience, or changes in operating or regulatory conditions. This could materially and adversely affect estimates of the volume or grade of mineralization, estimated recovery rates, or other important factors that influence mineral reserve and mineral resource estimates. The extent to which mineral resources may ultimately be reclassified as mineral reserves is dependent upon the demonstration of their profitable recovery. Any material changes in volume and grades of mineralization will affect the economic viability of placing a property into production and a property's return on capital. We cannot provide assurance that polymetallic nodules can be collected or processed profitably. The mineral resource and mineral reserve estimates in our SEC filings have been determined and valued based on assumed future metal prices, cut-off grades, production rates, and operating costs that may prove to be inaccurate. Extended declines in the market price for nickel, manganese, copper, and cobalt may render portions of our mineralization uneconomic and result in reduced reported volume and grades, which in turn could have a material adverse effect on our financial performance, financial position, and results of operations. In addition, inferred mineral resources have a great amount of uncertainty as to their existence and their economic and legal feasibility. You should not assume that any part of an inferred mineral resource will be upgraded to a higher category or that any of the mineral resources will be reclassified as mineral reserves. As of the PFS, approximately 51 million tonnes of the measured and indicated mineral resource in the NORI Area D have been classified as Probable Mineral Reserves, with the balance of the resource remaining in the measured and indicated categories.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

***Issuer Purchases of Equity Securities***

We did not repurchase any of our equity securities during the three months ended June 30, 2025.

## ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

Not applicable.

## ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

## ITEM 5. OTHER INFORMATION.

***10b5-1 Trading Arrangements***

During the three months ended June 30, 2025, none of our directors or officers (as defined in Section 16 of the Securities Exchange Act of 1934, as amended) adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement,” as defined in Item 408(a) of Regulation S-K.

**ITEM 6. EXHIBITS.**

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

| Exhibit Number | Exhibit Description | Filed Herewith | Incorporated by Reference Herein from Form or Schedule | Filing Date | SEC File/ Reg. Number |
|---|---|---|---|---|---|
| 3.1 | Notice of Articles of TMC the metals company Inc. | X | | | |
| 3.2 | Articles of TMC the metals company Inc. | | Form 8-K (Exhibit 3.2) | September 15, 2021 | 001-39281 |
| 3.3 | Amendment to Company's Articles, adopted May 29, 2025 | | Form 8-K (Exhibit 3.1) | June 4, 2025 | 001-39281 |
| 4.1 | Form of Class C Common Share Purchase Warrant | | Form 8-K (Exhibit 4.1) | May 12, 2025 | 001-39281 |
| 4.2 | Common Share Purchase Warrant, dated May 29, 2025, issued to the Government of the Republic of Nauru | | Form 8-K (Exhibit 4.1) | June 4, 2025 | 001-39281 |
| 4.3 | Waiver to Class B Common Share Purchase Warrants, dated as of June 17, 2025 | | Form 8-K (Exhibit 4.1) | June 18, 2025 | 001-39281 |
| 4.4 | Common Share Purchase Warrant, dated as of June 25, 2025, issued to Korea Zinc Company, Ltd. | X | | | |
| 4.5 | Common Share Purchase Warrant, dated as of August 4, 2025, issued to The Kingdom of Tonga | | Form 8-K (Exhibit 4.1) | August 4, 2025 | 001-39281 |
| 10.1 | Form of Securities Purchase Agreement, dated as of May 12, 2025, by and among the Company and the purchasers set forth therein | | Form 8-K (Exhibit 10.1) | May 12, 2025 | 001-39281 |
| 10.2 † | Sponsorship Agreement, revised May 29, 2025, by and among The Republic of Nauru, The Nauru Seabed Minerals Authority and Nauru Ocean Resources Inc. | | Form 8-K (Exhibit 10.1) | June 4, 2025 | 001-39281 |
| 10.3 † | Deed of Guarantee and Indemnity, dated May 29, 2025, by and between the Company and The Republic of Nauru | | Form 8-K (Exhibit 10.2) | June 4, 2025 | 001-39281 |
| 10.4 †† | Services Agreement, dated June 4, 2025, by and between the Company and Michael B. Hess | | Form 8-K (Exhibit 10.3) | June 4, 2025 | 001-39281 |
| 10.5 †† | Securities Purchase Agreement, dated as of June 16, 2025, by and between the Company and Korea Zinc Company, Ltd. | X | | | |
| 10.6 †† | Board Observer Agreement, dated as of May 12, 2025, by and between the Company and Zachary A. Wydra | X | | | |
| 10.7 †† | Services Agreement, dated as of June 12, 2025, by and between the Company and Alex Spiro | X | | | |
| 10.8 †† | Board Observer Agreement, dated as of July 14, 2025, by and between the Company and Yun B. Choi | X | | | |

| | | | | | |
|---|---|---|---|---|---|
| 10.9 †† | Sponsorship Agreement, dated August 4, 2025, among The Government of The Kingdom of Tonga and Tonga Offshore Mining Limited | | Form 8-K (Exhibit 10.1) | August 4, 2025 | 001-39281 |
| 10.10 | Deed of Guarantee and Indemnity, dated August 4, 2025, by TMC the metals company Inc. in favor of The Kingdom of Tonga | | Form 8-K (Exhibit 10.2) | August 4, 2025 | 001-39281 |
| 31.1 | Certification of the Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 | X | | | |
| 31.2 | Certification of the Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 | X | | | |
| 32* | Certifications of the Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 | X | | | |
| 101.INS | Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document) | X | | | |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document | X | | | |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document | X | | | |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document | X | | | |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document | X | | | |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) | X | | | |

† Certain confidential portions of this Exhibit were omitted by means of marking such portions with brackets ("[***]") because the identified confidential portions (i) are not material and (ii) is the type of information that the Company treats as private or confidential.

†† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

* The certifications attached as Exhibit 32 that accompany this Quarterly Report on Form 10-Q are not deemed filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of TMC the metals company Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of such Form 10-Q), irrespective of any general incorporation language contained in such filing.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**TMC THE METALS COMPANY INC.**

Date: August 14, 2025

By: /s/ Gerard Barron
Gerard Barron
Chief Executive Officer

Date: August 14, 2025

By: /s/ Craig Shesky
Craig Shesky
Chief Financial Officer

**CERTIFIED COPY**
Of a Document filed with the Province of British Columbia Registrar of Companies

SINEAD O'CALLAGHAN

# Notice of Articles

*BUSINESS CORPORATIONS ACT*

*This Notice of Articles was issued by the Registrar on: June 24, 2025 12:39 PM Pacific Time*

*Incorporation Number:* **C1323488**

*Recognition Date and Time:* *Continued into British Columbia on September 9, 2021 07:14 AM Pacific Time*

## NOTICE OF ARTICLES

**Name of Company:**

TMC THE METALS COMPANY INC.

## REGISTERED OFFICE INFORMATION

**Mailing Address:**
15TH FLOOR, 1111 WEST HASTINGS ST.
VANCOUVER BC V6E 2J3
CANADA

**Delivery Address:**
15TH FLOOR, 1111 WEST HASTINGS ST.
VANCOUVER BC V6E 2J3
CANADA

## RECORDS OFFICE INFORMATION

**Mailing Address:**
15TH FLOOR, 1111 WEST HASTINGS ST.
VANCOUVER BC V6E 2J3
CANADA

**Delivery Address:**
15TH FLOOR, 1111 WEST HASTINGS ST.
VANCOUVER BC V6E 2J3
CANADA

## DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**
Barron, Gerard

**Mailing Address:**
APARTMENT 6403
JADDAF WATERFRONT TOWER, D1
DUBAI
UNITED ARAB EMIRATES

**Delivery Address:**
APARTMENT 6403
JADDAF WATERFRONT TOWER, D1
DUBAI
UNITED ARAB EMIRATES

---

**Last Name, First Name, Middle Name:**
Greig, Andrew

**Mailing Address:**
UNIT 16, 1 MACQUARIE STREET
TENERIFFE 4005
AUSTRALIA

**Delivery Address:**
UNIT 16, 1 MACQUARIE STREET
TENERIFFE 4005
AUSTRALIA

---

**Last Name, First Name, Middle Name:**
Karkar, Andrei

**Mailing Address:**
323 MARINA BOULEVARD
SAN FRANCISCO CA 94123
UNITED STATES

**Delivery Address:**
323 MARINA BOULEVARD
SAN FRANCISCO CA 94123
UNITED STATES

---

**Last Name, First Name, Middle Name:**
Khama, Sheila

**Mailing Address:**
HOUSE 53643
PHAKALANE GOLF ESTATE
GABORONE
BOTSWANA

**Delivery Address:**
HOUSE 53643
PHAKALANE GOLF ESTATE
GABORONE
BOTSWANA

---

**Last Name, First Name, Middle Name:**
Hall, Andrew

**Mailing Address:**
16 BARONSFIELD ROAD
TWICKENHAM TW1 2QU
UNITED KINGDOM

**Delivery Address:**
16 BARONSFIELD ROAD
TWICKENHAM TW1 2QU
UNITED KINGDOM

---

**Last Name, First Name, Middle Name:**
Hess, Michael B.

**Mailing Address:**
1185 AVENUE OF THE AMERICAS
40TH FLOOR
NEW YORK NY 10036
UNITED STATES

**Delivery Address:**
1185 AVENUE OF THE AMERICAS
40TH FLOOR
NEW YORK NY 10036
UNITED STATES

---

**Last Name, First Name, Middle Name:**
Jurvetson, Steve

**Mailing Address:**
13480 WILDCREST DRIVE
LOS ALTOS CA 94022
UNITED STATES

**Delivery Address:**
13480 WILDCREST DRIVE
LOS ALTOS CA 94022
UNITED STATES

**Last Name, First Name, Middle Name:**
Spiro, Alex

**Mailing Address:**
2821 S BAYSHORE DR., LPHD
MIAMI FL 33133
UNITED STATES

**Delivery Address:**
2821 S BAYSHORE DR., LPHD
MIAMI FL 33133
UNITED STATES

**Last Name, First Name, Middle Name:**
May, Brendan

**Mailing Address:**
16 MAPLE GARDENS
TURNBRIDGE WELLS
KENT TN2 5JE
UNITED KINGDOM

**Delivery Address:**
16 MAPLE GARDENS
TURNBRIDGE WELLS
KENT TN2 5JE
UNITED KINGDOM

**Last Name, First Name, Middle Name:**
Madsbjerg, Christian

**Mailing Address:**
36 WEST 13TH STREET
NEW YORK NY 10011
UNITED STATES

**Delivery Address:**
36 WEST 13TH STREET
NEW YORK NY 10011
UNITED STATES

## AUTHORIZED SHARE STRUCTURE

| | | | |
|---|---|---|---|
| 1. | No Maximum | Common Shares | Without Par Value<br>With Special Rights or Restrictions attached |
| 2. | No Maximum | Preferred Shares | Without Par Value<br>With Special Rights or Restrictions attached |
| 3. | 5,000,000 | Class A Special Shares | Without Par Value<br>With Special Rights or Restrictions attached |

| | | | |
|---|---|---|---|
| 4. | 10,000,000 | Class B Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |
| 5. | 10,000,000 | Class C Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |
| 6. | 20,000,000 | Class D Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |
| 7. | 20,000,000 | Class E Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |
| 8. | 20,000,000 | Class F Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |
| 9. | 25,000,000 | Class G Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |
| 10. | 25,000,000 | Class H Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |

| | | | |
|---|---|---|---|
| 11. | 500,000 | Class I Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |
| 12. | 741,000 | Class J Special Shares | Without Par Value<br><br>With Special Rights or Restrictions attached |

**Exhibit 4.4**

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS WARRANT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY (AS DEFINED BELOW)), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. THE NUMBER OF COMMON SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF PURSUANT TO SECTION 2(a) OF THIS WARRANT.

**COMMON SHARE PURCHASE WARRANT**

**TMC THE METALS COMPANY INC.**

Warrant No.: CSPW KZ
Warrant Shares: 6,868,181 Issue Date: June 25, 2025

THIS **COMMON SHARE PURCHASE WARRANT** (the "Warrant") certifies that, for value received, **Korea Zinc Company, Ltd.**, a corporation incorporated under the laws of the Republic of Korea, or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the issue date set forth above (the "Issue Date") and on or prior to 5:00 p.m. (New York City time) on June 25, 2028 (the "Termination Date") but not thereafter, to subscribe for and purchase from **TMC the metals company Inc.**, a corporation incorporated under the laws of the Province of British Columbia (the "Company"), up to 6,868,181 common shares (as subject to adjustment hereunder, the "Warrant Shares") of the Company, no par value per share (the "Common Shares"). The purchase price of one Common Share under this Warrant shall be equal to the Exercise Price (as defined below).

Section 1. Definitions. All capitalized terms used herein shall have the meaning ascribed thereto as set forth herein. As used herein:

"Exercise Price" means US$7.00 per Common Share, subject to adjustment as set forth in this Warrant.

"Securities Act" means the Securities Act of 1933, as amended.

"Trading Day" means a day on which the Common Shares is traded on a Trading Market.

"Trading Market" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTCQB or the OTCQX (or any successors to any of the foregoing).

"Transfer Agent" means Continental Stock Transfer & Trust Company, and any successor transfer agent of the Company.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Issue Date and on or before the Termination Date by delivery to the Company of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise"). Within one (1) Trading Day following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer to the Company. No ink-original Notice of Exercise shall be required. Notwithstanding anything herein to the contrary, the Holder

shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledges and agrees that (i) by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof and (ii) this Warrant may not be "cashless" or "net" exercised.**

b) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be issued by the Transfer Agent to the Holder in global form through a book-entry account maintained by the Transfer Agent (including by providing the Holder a copy of the irrevocable instructions delivered by the Company to the Transfer Agent instructing the Transfer Agent to issue the Warrant Shares to the Holder by crediting the Warrant Shares to the respective account of the Holder on the Transfer Agent's book-entry system and confirmation from the Transfer Agent that such Warrant Shares were so issued), which Warrant Shares shall be appropriately legended in accordance with Section 4(e), in each case for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is two (2) Trading Days after receipt of the aggregate Exercise Price by the Company (such date, the "Warrant Share Delivery Date").

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(b)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(b)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date (other than a failure caused by incorrect or incomplete information provided by the Holder to the Company or the Holder's failure to establish and maintain an account at the Transfer Agent to which the Warrant Shares may be delivered in accordance with Section 2(b)(i)), and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, Common Shares to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Common Shares so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was

required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of Common Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Shares having a total purchase price of US$11,000 to cover a Buy-In with respect to an attempted exercise of Common Shares with an aggregate sale price giving rise to such purchase obligation of US$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder US$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Common Shares upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall round down the number of Warrant Shares issuable under this Warrant to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise.

vii. Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

c) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates (as defined below), and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other securities of the Company or the subsidiaries which would entitle the holder thereof to acquire at any time Common Shares, including, without limitation, any debt, preferred share, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles

the holder thereof to receive, Common Shares ("Common Share Equivalents")) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(c), beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(c) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation, except to the extent the Holder relies on the number of outstanding Common Shares that was provided by the Company. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation, except to the extent the Holder relies on the number of outstanding Common Shares that was provided by the Company. For purposes of this Section 2(c), in determining the number of outstanding Common Shares, a Holder may rely on the number of outstanding Common Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of Common Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one Trading Day confirm orally and in writing to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(c), provided that the Holder may not, without the Company's prior written approval (which approval may be withheld by the Company for any reason), increase the Beneficial Ownership Limitation so that it exceeds 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(c) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(c) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. If the Warrant is unexercisable as a result of the Holder's Beneficial Ownership Limitation, no alternate consideration is owing to the Holder. As used herein, "Affiliate" means any Person (as defined below) that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. As used herein, "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

d) Call Provision. Subject to the provisions of Section 2(c) and this Section 2(d), if, after the Issue Date, (i) the closing price of the Common Shares on the Company's primary Trading Market for each of 20 consecutive Trading Days (the "Measurement Period,") exceeds US$10.00 per share (subject to adjustment

for forward and reverse share splits, recapitalizations, share dividends and the like) and (ii) the Holder is not in possession of any information that constitutes, or might constitute, material non-public information which was provided by the Company, any of its subsidiaries, or any of its or their officers, directors, employees, agents or Affiliates, then the Company may, within 2 Trading Days of the end of such Measurement Period, call for cancellation of all or any portion of this Warrant for which a Notice of Exercise has not yet been delivered (such right, a "Call") for consideration equal to $0.0001 per Warrant Share. To exercise this right, the Company must deliver to the Holder an irrevocable written notice (a "Call Notice"), indicating therein the portion of unexercised portion of this Warrant to which such notice applies. If the conditions set forth below for such Call are satisfied from the period from the date of the Call Notice through and including the Call Date (as defined below), then any portion of this Warrant subject to such Call Notice for which a Notice of Exercise shall not have been received by the Call Date will be cancelled at 6:30 p.m. (New York City time) on the tenth Trading Day after the date the Call Notice is received by the Holder (such date and time, the "Call Date"). Any unexercised portion of this Warrant to which the Call Notice does not pertain will be unaffected by such Call Notice. In furtherance thereof, the Company covenants and agrees that it will honor all Notices of Exercise with respect to Warrant Shares subject to a Call Notice that are tendered through 6:30 p.m. (New York City time) on the Call Date. The parties agree that any Notice of Exercise delivered following a Call Notice which calls less than all of the Warrants shall first reduce to zero the number of Warrant Shares subject to such Call Notice prior to reducing the remaining Warrant Shares available for purchase under this Warrant. For example, if (A) this Warrant then permits the Holder to acquire 100 Warrant Shares, (B) a Call Notice pertains to 75 Warrant Shares, and (C) prior to 6:30 p.m. (New York City time) on the Call Date the Holder tenders a Notice of Exercise in respect of 50 Warrant Shares, then (x) on the Call Date the right under this Warrant to acquire 25 Warrant Shares will be automatically cancelled, (y) the Company, in the time and manner required under this Warrant, will have issued and delivered to the Holder 50 Warrant Shares in respect of the exercises following receipt of the Call Notice, and (z) the Holder may, until the Termination Date, exercise this Warrant for 25 Warrant Shares (subject to adjustment as herein provided and subject to subsequent Call Notices). Subject again to the provisions of this Section 2(d), the Company may deliver subsequent Call Notices for any portion of this Warrant for which the Holder shall not have delivered a Notice of Exercise. Notwithstanding anything to the contrary set forth in this Warrant, the Company may not deliver a Call Notice or require the cancellation of this Warrant (and any such Call Notice shall be void), unless, from the beginning of the Measurement Period through the Call Date, (1) the Company shall have honored in accordance with the terms of this Warrant all Notices of Exercise delivered by 6:30 p.m. (New York City time) on the Call Date, (2) the Common Shares shall be listed or quoted for trading on the Trading Market, (3) there is a sufficient number of authorized Common Shares for issuance of all Warrant Shares, and (4) the issuance of all Warrant Shares subject to a Call Notice shall not cause a breach of any provision of Section 2(c) herein.

Section 3. Certain Adjustments.

a) Share Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on Common Shares or any other equity or equity equivalent securities payable in Common Shares (which, for avoidance of doubt, shall not include any Common Shares issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Common Shares into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Common Shares into a smaller number of shares, or (iv) issues by reclassification of the Common Shares of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Common Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Share Equivalents or rights to purchase shares,

warrants, securities or other property pro rata to the record holders of any class of Common Shares (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of Common Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such Common Shares as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

c) Pro Rata Distributions. Subject to compliance with applicable securities and corporate law, including the constituting documents of the Company, during such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Common Shares, by way of return of capital or otherwise (including, without limitation, any distribution of cash, shares or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction, other than such dividends or distributions that result in an adjustment under Section 3(a) or (b)) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to receive an equivalent distribution to such Distribution, in the same form and to the equivalent extent that the Holder would have participated therein if the Holder had held the number of Common Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the participation in such Distribution (provided, however, that, to the extent that the Holder's right to receive such equivalent distribution to such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to such equivalent distribution to such Distribution to such extent (or in the beneficial ownership of any Common Shares as a result of such Distribution to such extent) and the portion of such equivalent distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

e) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If, while this Warrant is exercisable (A) the Company shall declare a dividend (or any other distribution on Common Shares in whatever form) on the Common Shares, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Shares, (C) the Company shall authorize the granting to all holders of the Common Shares rights or warrants to subscribe for or purchase any shares of any class or of any rights, (D) (1) the Company, directly or indirectly, in one or more related transactions effects any arrangement, amalgamation, merger or consolidation of the Company with or into another Person, (2)

the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (3) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Shares are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Shares or 50% or more of the outstanding voting power of the common equity of the Company, (4) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Shares or any compulsory share exchange pursuant to which the Common Shares are effectively converted into or exchanged for other securities, cash or property, including pursuant to an amalgamation or arrangement, or (5) the Company, directly or indirectly, in one or more related transactions consummates a share or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires 50% or more of the outstanding Common Shares or 50% or more of the outstanding voting power of the common equity of the Company[1], or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register (as defined below) of the Company, at least 5 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Shares of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Shares of record shall be entitled to exchange their Common Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. Notwithstanding the foregoing, to the extent that any notice to be provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the subsidiaries, the Company may delay such notice until such time as the Company would otherwise make a public announcement of such notice or information, whether by a Current Report on Form 8-K or otherwise. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice, except as may otherwise be expressly set forth herein, and thereafter this Warrant shall terminate.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with applicable laws and the restrictive legend set forth at the beginning of this Warrant, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, which may be accepted via email, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer, subject to compliance with applicable securities laws. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall

[1] NTD: From Canadian counsel review to ensure Clause D specifically covers all transactions contemplated by general language in initial draft.

promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued. Notwithstanding the foregoing, each Holder hereby covenants and agrees in favour of the Company that it will not sell, transfer or assign any Warrants or any Warrant Shares to any Canadian resident or any person for subsequent resale to a Canadian resident for a period of four months and a day after the Issue Date.

b) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company or the Transfer Agent for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

c) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of restrictive legend set forth at the beginning of this Warrant and Section 4(e) below.

e) Representations by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act. The Holder, by the acceptance hereof, (i) acknowledges that any resale of the Warrant or the Warrant Shares in or into Canada must be exempt from, or not subject to, the requirement in Canadian securities legislation that prohibits a person or company from distributing a security without a prospectus that qualifies that distribution, and, where applicable, in compliance with or exempt from dealer registration requirements under Canadian securities legislation, and (ii) covenants that, unless permitted under applicable Canadian securities legislation, the Holder will not trade the Warrant or the Warrant Shares in Canada before the date that is four (4) months and a day after the date of this Warrant. The Holder acknowledges and agrees that, until such time as this Warrant and the Warrant Shares issuable upon exercise of this Warrant may be sold pursuant to Rule 144 without restriction, this Warrant and any such Warrant Shares, whether maintained in a book-entry system or otherwise, will bear one or more legends in substantially the form and substance as the restrictive legend set forth at the beginning of this Warrant.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(b)(i), except as expressly set forth in Section 3. In no event shall the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. Subject to the Articles of the Company, the Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any share certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or share certificate, if mutilated, the Company will make and deliver a new Warrant or share certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or share certificate.

c) Trading Days (Saturdays, Sundays, Holidays, etc.). If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then such action may be taken or such right may be exercised on the next succeeding Trading Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Shares a sufficient number of Common Shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction/Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of this Warrant), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it

under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state, provincial and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, each party shall pay their own expenses incurred with respect to collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notices, consents, waivers or other document or communications required or permitted to be given or delivered under the terms of this Warrant must be in writing and will be deemed to have been delivered: (i) upon receipt, if delivered personally; (ii) when sent, if sent by e-mail (provided that such sent e-mail is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipient's e-mail server that such e-mail could not be delivered to such recipient) and (iii) if sent by overnight courier service, one (1) Trading Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. If notice is given by email, a copy of such notice shall be dispatched no later than the next business day by first class mail, postage prepaid. The addresses and e-mail addresses for such communications shall be:

If to the Company:

c/o DuMoulin Black LLP
TMC the metals company Inc.
1111 West Hastings Street, 15th Floor
Vancouver, British Columbia, V6E 2J3
Attention: Chief Financial Officer
Email: craig@metals.co

With a copy (for informational purposes only) to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
E-mail: dtkajunski@mintz.com
Attention: Daniel Kajunski, Esq.

If to a Holder:.

Korea Zinc Company, Ltd.
33, Jong-ro, Jongno-gu
Seoul, Republic of Korea 03519
Attention: [***]
Email: [***]

With a copy (for informational purposes only) to:

Kim & Chang
39, Sajik-ro 8-gil, Jongno-gu
Seoul, Republic of Korea 03170
E-mail: [***]; [***]

Attention: [***]; [***]

Or, in each of the above instances, to such other address or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication or (B) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt from an overnight courier service in accordance with clause (i) or (iii) above, respectively. A copy of the e-mail transmission containing the time, date and recipient e- mail address shall be rebuttable evidence of receipt by e-mail in accordance with clause (ii) above.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

**********

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

**TMC THE METALS COMPANY INC.**

By: /s/ Gerard Barron
Name: Gerard Barron
Title: Chief Executive Officer

Agreed to and accepted by:

**KOREA ZINC COMPANY, LTD.**

By: /s/ Ki Deok Park
Name: Ki Deok Park
Title: President

[Signature page to Common Share Purchase Warrant]

**NOTICE OF EXERCISE**

TO: TMC the metals company Inc.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (to be delivered only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) The undersigned shall pay the aggregate Exercise Price of US$_____ for the applicable Warrant Shares to the Company in United States dollars as set forth in the attached Warrant.

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below (in the account at the Transfer Agent as specified below):

_____

_____

_____

_____

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

*Signature of Authorized Signatory of Investing Entity*: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

**ASSIGNMENT FORM**

*(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)*

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to (with the Holder representing and warranting that the assignment complied with all applicable laws and the restrictive legend set forth at the beginning of the foregoing Warrant):

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____

Holder's Signature: _____

Holder's Address: _____

**Exhibit 10.5**

**EXECUTION COPY**

# SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of June 16, 2025, between TMC the metals company Inc., a company existing under the laws of the Province of British Columbia (the "Company"), and Korea Zinc Company, Ltd., a corporation incorporated under the laws of Korea (the "Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company and subscribe for, securities of the Company as more fully described in this Agreement, in reliance upon the exemption from registration under Section 4(a)(2) of the Securities Act (as defined below), and, as applicable, Rule 506(b) of Regulation D as promulgated by the Commission (as defined below) under the Securities Act.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

## ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"Agreement" shall have the meaning ascribed thereto in the preamble.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York or Korea are authorized or required by law to remain closed.

"Closing" means the closing of the purchase and sale of the Shares and Warrant against payment of the Subscription Amount pursuant to Section 2.1.

"Closing Date" means June 26, 2025 or such other date as the parties may mutually agree, which shall not be later than June 26, 2025.

"Commercial Production Commencement" shall have the meaning ascribed to such term in Schedule 4.1.

"Commission" means the United States Securities and Exchange Commission.

"Common Shares" means the common shares of the Company, no par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Share Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Shares, including, without limitation, any debt, preferred shares, special shares, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive Common Shares.

"Company" shall have the meaning ascribed thereto in the preamble.

"Company Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any person listed in the first paragraph of Rule 506(d)(1).

"Company Subsidiary" shall have the meaning ascribed to such term in Schedule 4.1.

"Disqualification Event" shall have the meaning ascribed to such term in Section 3.1(jj).

"DSHMRA" shall have the meaning ascribed to such term in Section 3.1(ee).

"Equity Securities" shall have the meaning ascribed to such term in Section 5.10(a).

"Environmental Laws" shall have the meaning ascribed to such term in Section 3.1(m).

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(s).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Offering" shall have the meaning ascribed to such term in Section 5.10(f).

"Exempt Agreements" shall have the meaning ascribed to such term in Schedule 4.1.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"Financing Notice" shall have the meaning ascribed to such term in Section 5.10(b).

"Financing Subscription Notice" shall have the meaning ascribed to such term in Section 5.10(b).

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Hazardous Materials" shall have the meaning ascribed to such term in Section 3.1(m).

"Indemnification Claim" shall have the meaning ascribed to such term in Section 5.6.

"Intellectual Property Rights" shall have the meaning ascribed to such term in Section 3.1(p).

"ISA" shall have the meaning ascribed to such term in Section 3.1(ee).

"Korea" means the Republic of Korea.

"Korea Zinc" shall have the meaning ascribed to such term in Schedule 4.1.

"Korea Zinc Proposal" shall have the meaning ascribed to such term in Schedule 4.1.

"Liens" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Matching Period" shall have the meaning ascribed to such term in Schedule 4.1.

"Matching Proposal" shall have the meaning ascribed to such term in Schedule 4.1.

"Material Adverse Effect" shall have the meaning ascribed to such term in Section 3.1(b).

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(n).

"Mineral Rights" means (i) prospecting permits or contracts, exploration permits or contracts, exploitation permits or contracts, mining leases, mining licences, mineral concessions, permits, contracts and claims and other forms of mineral tenure or other rights to ore, or to work upon the seafloor or lands for the purpose of searching for, developing or extracting ore under any form of mineral title recognized under applicable laws, whether contractual, statutory or otherwise, and including any pending application for any of the foregoing; or (ii) any interest in any of the foregoing.

"Money Laundering Laws" shall have the meaning ascribed to such term in Section 3.1(ii).

"NOAA" shall have the meaning ascribed to such term in Section 3.1(ee).

"Observer" shall have the meaning ascribed to such term in Section 5.9.

"Participation Right" shall have the meaning ascribed to such term in Section 5.10(a).

"PCMLA" shall have the meaning ascribed to such term in Section 3.2(k).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Proposal Period" shall have the meaning ascribed to such term in Schedule 4.1.

"Proposed Offering" shall have the meaning ascribed to such term in Section 5.10(a).

"Proposed Services" shall have the meaning ascribed to such term in Schedule 4.1.

"Pro Rata Interest" means, on any date of calculation, the security ownership interest of the Purchaser in the Company, expressed as a percentage, equal to (i) the aggregate number of outstanding Common Shares beneficially owned, directly or indirectly, by the Purchaser (including the number of Common Shares that would be beneficially owned, directly or indirectly, assuming conversion, exercise or exchange of all Common Share Equivalents beneficially owned, directly or indirectly, by the Purchaser); divided by (ii) the actual aggregate number of outstanding Common Shares (including the number of Common Shares that would be beneficially owned, directly or indirectly, assuming conversion, exercise or exchange of all Common Share Equivalents beneficially owned, directly or indirectly, by the Purchaser).

"Purchaser" shall have the meaning ascribed thereto in the preamble.

"Purchaser Party" shall have the meaning ascribed to such term in Section 5.6.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, a partial proceeding, such as a deposition), whether commenced or threatened in writing.

"Products" shall have the meaning ascribed to such term in Schedule 4.1.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(c).

"Regulatory Permits" shall have the meaning ascribed to such term in Section 3.1(ee).

"ROFO" shall have the meaning ascribed to such term in Schedule 4.1.

"ROFO Period" shall have the meaning ascribed to such term in Schedule 4.1.

"Rule 144" means Rule 144 promulgated under the Securities Act.

"S-K 1300" shall have the meaning ascribed to such term in Section 3.1(gg).

"Sales Agreement" means that certain At-The-Market Equity Distribution Agreement, dated December 22, 2022, as amended, between the Company and Wedbush Securities Inc., as sales agent, as the same may be amended and/or restated from time to time.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities" means the Shares, the Warrant and the Warrant Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" (each a "Share") means 19,623,376 Common Shares to be issued and sold to the Purchaser pursuant to and in accordance with the terms and conditions of this Agreement.

"Subscription Amount" means an aggregate of US$85,165,451.84 in immediately available funds, or US$4.34 per Share and accompanying Warrant.

"Subsidiary" means any subsidiary of the Company as set forth in the SEC Reports or such other disclosures (as referred to below), and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Technical Reports" means, collectively, the technical report entitled "Technical Report Summary – Initial Assessment of the NORI Property, Clarion-Clipperton Zone" dated as of March 17, 2021, prepared by AMC Consultants Pty Ltd. and other qualified persons and the technical report entitled "Technical Report Summary – TOML Mineral Resource, Clarion Clipperton Zone, Pacific Ocean" dated as of March 26, 2021, prepared by AMC Consultants Pty Ltd. and other qualified persons.

"Third-Party Notice" shall have the meaning ascribed to such term in Schedule 4.1.

"Third-Party Proposal" shall have the meaning ascribed to such term in Schedule 4.1.

"TMC" shall have the meaning ascribed to such term in Schedule 4.1.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Warrant and all exhibits and schedules thereto and hereto, and any other documents or agreements executed with the Purchaser in connection with the transactions contemplated hereunder.

"Transfer Agent" means Continental Stock Transfer & Trust Company, the current transfer agent of the Company, and any successor transfer agent of the Company.

"UNCLOS" shall have the meaning ascribed to such term in Section 3.1(ee).

"UNCLOS Laws and Regulations" shall have the meaning ascribed to such term in Section 3.1(ee).

"Underwritten Public Offering" means a Proposed Offering in which the Company has engaged one or more investment banks that is being offered pursuant to an effective registration statement filed with the Commission under the Securities Act.

"Warrant" means the common share purchase warrant to purchase up to 6,868,181 Common Shares, which warrants shall be exercisable on or after the issuance of thereof at an initial exercise price per Common Share of US$7.00, and have a term of exercise the third anniversary of the Closing, with such further terms as set out in the warrant instrument in the form of Exhibit A attached hereto.

"Warrant Shares" means the Common Shares issuable upon exercise of the Warrant.

## ARTICLE II.
## PURCHASE AND SALE

2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein and in reliance upon the Company's and the Purchaser's representations and warranties set forth herein, the Company agrees to issue and sell, and the Purchaser agrees to purchase and subscribe for the Shares, free and clear of any Liens, and the Warrant in exchange for the Subscription Amount. The Company and the Purchaser shall deliver the items set forth in Section 2.2 at the Closing. At the Closing, the Company shall issue, or cause the Transfer Agent to issue, to the Purchaser in global form through a book-entry account maintained by the Transfer Agent the Shares purchased by the Purchaser at the Closing against payment by the Purchaser of the Subscription Amount (including providing a copy of the irrevocable instructions delivered by the Company to the Transfer Agent instructing the Transfer Agent to issue the Shares to the Purchaser by crediting the Shares to the account of the Purchaser on the Transfer Agent's book-entry system on the Closing Date and confirmation from the Transfer Agent that such Shares were so issued on the date thereof). Such Shares shall be appropriately legended as set forth in Section 3.2(i) herein. Upon performance of the covenants and satisfaction of the conditions set forth in Sections 2.2 and 2.3, the Closing shall occur at the offices of Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., One Financial Center, Boston, MA 02111 (United States) or such other location as the parties shall mutually agree, including by electronic delivery of any documents. Settlement of the Warrant shall occur via delivery, which may be electronic, of the Warrant to the Purchaser on the Closing Date.

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser at the Closing the following:

(i) this Agreement duly executed by the Company;

(ii) the Company's wire instructions, on Company letterhead and executed by the Chief Executive Officer or Chief Financial Officer, which shall be delivered to the Purchaser three (3) days before the Closing Date;

(iii) the Shares in accordance with Section 2.1; and

(iv) the Warrant, in accordance with Section 2.1, duly executed by the Company.

(b) On or prior to the Closing Date, the Purchaser at the Closing shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser;

(ii) the Warrant, in accordance with Section 2.1, duly executed by the Purchaser; and

(iii) the Subscription Amount by wire transfer of immediately available funds, in accordance with the Company's wire instructions.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality, in all respects) of the representations and warranties of the Purchaser contained herein on the date hereof and on the Closing Date (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) of the representations and warranties of the Company contained herein on the date hereof and on

the Closing Date (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement.

**ARTICLE III.**
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the SEC Reports or otherwise disclosed to the Purchaser as acknowledged in Sections 3.2(a) and (g) (referred to herein as "such other disclosures"), which SEC Reports and other disclosures shall be deemed a part hereof and shall qualify any representation or warranty made herein (whether or not such representation or warranty specifically references the SEC Reports or such other disclosures), the Company hereby makes the following representations and warranties as of the date hereof and as of the Closing Date to the Purchaser (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth in the SEC Reports or such other disclosures. Except as set forth in the SEC Reports or such other disclosures, the Company owns, directly or indirectly, all of the shares or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares or other equity interests of each Subsidiary are validly issued and are fully paid, non-assessable and free and clear of Liens.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has or will have the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been or will be duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's shareholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's notice of articles, articles, certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals and assuming the accuracy of the representations and warranties of the Purchaser herein, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as would not have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to this Agreement, including under Section 5.1, (ii) the filing of a Form D with the Commission under the Securities Act and compliance with the securities and blue sky laws in the states and other jurisdictions in which the Shares or Warrant are offered and/or sold, (iii) application(s) to each applicable Trading Market for the listing of the Shares and Warrant Shares for trading thereon in the time and manner required thereby and (iv)

applicable Canadian securities laws, if applicable, which compliance will be effected by the Company in accordance with such laws (collectively, the "Required Approvals").

(f) Issuance of the Securities; Exemption from Registration. The Shares, when issued in accordance with the terms of this Agreement, will be validly issued, fully paid and nonassessable, and free and clear of all Liens. The Warrant is duly authorized by the Company and, when executed and delivered by the Company, will be a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles. The Warrant Shares are duly authorized and, when issued and paid for in accordance with the terms of the Warrant, will be validly issued, fully paid and nonassessable, and free and clear of all Liens. Assuming the accuracy of the representations and warranties made by the Purchaser, the offer and issuance by the Company of the Shares and Warrant are, and the issuance of the Warrant Shares issuable upon the exercise of the Warrant by the Purchaser in accordance with its terms, will be, exempt from registration under the Securities Act. The Company has reserved from its duly authorized capital shares the maximum number of Common Shares issuable pursuant to this Agreement and the Warrant.

(g) Capitalization. The capitalization of the Company as of the date hereof is as set forth in the SEC Reports or such other disclosures. The Company has 373,475,141 outstanding Common Shares as of the date of this Agreement and a binding commitment to issue 3,333,334 additional Common Shares upon payment therefor. Except as disclosed in the SEC Reports or such other disclosures, the Company has not issued any shares since its most recently filed periodic report under the Exchange Act, pursuant to which the number of total outstanding Common Shares of the Company is 362,186,002 as of May 13, 2025, other than pursuant to the exercise of stock options under the Company's equity plans or arrangements, the issuance of Common Shares to employees, directors and consultants pursuant to the Company's equity plans or employee stock purchase plans, pursuant to the conversion and/or exercise of Common Share Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act or issued under such equity plans or employee stock purchase plan and pursuant to the Sales Agreement. Except as disclosed in the SEC Reports or such other disclosures or as has been waived, no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as disclosed in the SEC Reports or such other disclosures, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Common Shares or the shares of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Common Shares or Common Share Equivalents or shares of any Subsidiary. The issuance and sale of the Securities will not obligate the Company or any Subsidiary to issue Common Shares or other securities to any Person (other than the Purchaser). There are no outstanding securities or instruments of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or

arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital of the Company were duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares were issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any shareholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no shareholders agreements, voting agreements or other similar agreements with respect to the Company's shares to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Current Report on Form 8-K to be filed by the Company disclosing this Agreement and the transactions contemplated hereby, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports complied in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP") (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim statements, to the extent the Company may exclude footnotes or may be condensed or summary statements), and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the most recent unaudited financial statements included within the SEC Reports, except as disclosed in the SEC Reports or such other disclosures, (i) there has been no event, occurrence or development that has had or that would reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or

distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company equity plans or arrangements. The Company does not have pending before the Commission any request for confidential treatment of information.

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened in writing against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action"), which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) would reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof (in his or her capacity as such), is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company (in his or her capacity as such). The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which would reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received written notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court,

arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as would not have or reasonably be expected to result in a Material Adverse Effect.

(m) Environmental Laws. The Company and its Subsidiaries (i) are in compliance with all federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder ("Environmental Laws"); (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval where in each clause (i), (ii) and (iii), the failure to so comply would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits would not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(o) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries, (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and, the payment of which is neither delinquent nor subject to penalties and (iii) Liens that would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Event. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance in all material respects.

(p) Intellectual Property. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the SEC Reports and where the failure to so have would have a Material Adverse

Effect (collectively, the "Intellectual Property Rights"). Neither the Company nor any Subsidiary has received a written notice that any of the material Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement, other than in accordance with the terms of the Intellectual Property Rights. Neither the Company nor any Subsidiary has received, since the date of the most recent unaudited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as would not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(r) Related Person Transactions. There are no business relationships or related person transactions, as defined in Item 404 of Regulation S-K under the Exchange Act, involving the Company or any subsidiary or any other person required to be described in the SEC Reports which have not been described as required as of the dates of the SEC Reports.

(s) Sarbanes-Oxley; Internal Accounting Controls. The Company and the Subsidiaries are in compliance in all material respects with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic

report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries.

(t) Certain Fees. Except as disclosed to the Purchaser, no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(u) Investment Company. The Company is not, and immediately after receipt of payment for the Securities will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(v) Registration Rights. Except as set forth in the SEC Reports or such other disclosures, no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

(w) Listing and Maintenance Requirements. The Common Shares are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Shares under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. Except as set forth in the SEC Reports or such other disclosures, the Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Shares are or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Common Shares are currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

(x) Disclosure. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (it being understood that such disclosure furnished by or on behalf of the Company to the Purchaser includes the SEC Reports or such other disclosures). The Company acknowledges and agrees that the Purchaser does not make and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(y) No Integrated Offering. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated which would result in the shareholders of the Company needing to approve the transactions contemplated by this Agreement.

(z) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiaries each (i) has made or filed all federal, provincial, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(aa) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of FCPA.

(bb) Accountants. The Company's accounting firm is Ernst & Young LLP. To the knowledge and belief of the Company, such accounting firm is a registered public accounting firm as required by the Exchange Act.

(cc) Acknowledgment Regarding Purchaser's Purchase of Securities. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that the Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by the Purchaser or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchaser's purchase of the Securities. The Company further represents to the Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(dd) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(ee) Regulatory Compliance. (1) Except as disclosed in the SEC Reports or such other disclosures, neither the Company nor any of its Subsidiaries has held any material Regulatory Permits and, to the Company's knowledge, no such Regulatory Permits are or have been necessary for the Company or any of its Subsidiaries to conduct their respective businesses as presently conducted. Except as disclosed in the SEC Reports or such other disclosures, to the Company's knowledge, no governmental authority (including the ISA or sponsoring state under UNCLOS or NOAA or the U.S. Department of Commerce) has stated or otherwise indicated that a material Regulatory Permit is required for the Company or any of its Subsidiaries to conduct their respective businesses as presently conducted. (2) There are no actions, suits or proceedings or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries related to compliance with UNCLOS Laws and Regulations or DSHMRA, including by a governmental authority (including the ISA or sponsoring state under UNCLOS or NOAA or the U.S. Department of Commerce). To the Company's knowledge, the Company and its Subsidiaries are in material compliance with UNCLOS Laws and Regulations and DSHMRA. To the Company's knowledge, each of the Company and its Subsidiaries currently have the use and benefit of all contracts executed in connection with their obligations under the UNCLOS Laws and Regulations.

As used in this Section 3.1(ee), the following terms have the defined meanings:

"DSHMRA" means the U.S. Deep Seabed Hard Mineral Resources Act and the regulations adopted by NOAA thereunder (15 Code of Federal Regulations parts 970 and 971).

"ISA" means the International Seabed Authority.

"NOAA" means U.S. National Oceanic and Atmospheric Administration.

"Regulatory Permits" means all (i) permits or contracts granted or approved by ISA or sponsoring state to the Company or any of its Subsidiaries or (ii) licenses or permits granted by NOAA under DSHMRA to the Company or any of its Subsidiaries.

"UNCLOS Laws and Regulations" means the United Nations Convention for the Law of the Sea ("UNCLOS") and all related laws, conventions, international agreements, implementing agreements, and rules, regulations and procedures adopted by the ISA, including (a) the 1994 Agreement relating to the Implementation of Part XI of UNCLOS, (b) the laws administered by the ISA, and (c) any applicable customary international law.

(ff) Mineral Rights Agreements. Any and all of the agreements and other documents and instruments relating to the Mineral Rights are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof,

neither the Company nor any of its Subsidiaries is in default of any of the material provisions of any such agreements, documents or instruments, nor to the knowledge of the Company has any such default been alleged, except in each case as would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(gg) Technical Reports. Except as disclosed in the SEC Reports or such other disclosures, the Technical Reports complied in all material respects with the requirements of subpart 1300 of Regulation S-K under the Securities Act ("S-K 1300") as at the date of each such report and since the date of preparation of the Technical Reports there has been no change that would disaffirm or change any aspect of the Technical Reports in any material respect or require the Company to file updated Technical Reports in accordance with S-K 1300.

(hh) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or Affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(ii) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no Action or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened in writing.

(jj) No "Bad Actor" Disqualification. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "Disqualification Event") is applicable to the Company or, to the knowledge of the Company, any Company Covered Person, except for a Disqualification Event to which Rule 506(d)(2)(ii-iv) or (d)(3) is applicable.

3.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Risk. The Purchaser, taking into account the personnel and resources it can practically bring to bear on the purchase of the Securities contemplated hereby, is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments in securities presenting an investment decision like that involved in the purchase of the Securities, including investments in securities issued by the Company, and has requested, received, reviewed and considered all information the Purchaser knows about and deems relevant (including the SEC Reports and such other disclosures) in making an informed decision to purchase the Securities.

(b) Purchase for Investment. Purchaser is acquiring the Securities pursuant to this Agreement for its own account for investment only and with no present intention of

distributing any of such Securities or any arrangement or understanding with any other Persons regarding the distribution of such Securities, except in compliance with Sections 3.2(d) and (n).

(c) Reliance. The Purchaser understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of the Securities Act and state, provincial and territorial securities laws, as applicable, and that the Company is relying upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Securities. If any of the representations deemed to have been made by it by its purchase of the Securities are no longer accurate prior to Closing, the Purchaser shall promptly notify the Company.

(d) Compliance with the Securities Laws. The Purchaser will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Securities purchased hereunder except in compliance with the Securities Act, applicable blue sky laws, applicable Canadian securities laws, the laws of the Purchaser's jurisdiction of incorporation or formation and the rules and regulations promulgated thereunder.

(e) Accredited Investor. The Purchaser is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act.

(f) Organization; Authority. The Purchaser is an entity duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation with full right, corporate power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by the Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate or similar action on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(g) Sophisticated Investor. The Purchaser acknowledges that it is a sophisticated investor engaged in the business of assessing and assuming investment risks with respect to securities, including securities such as the Securities, and further acknowledges that the Company is entering into this Agreement in reliance on this acknowledgment and the Purchaser's understanding, acknowledgment and agreement that the Company may have disclosed certain confidential matters to the Purchaser as part of its due diligence review that may represent material, non-public information of the Company. The Purchaser further acknowledges that it is aware of the restrictions imposed by United States and Canadian securities laws on the purchase or sale of

securities by any Person who has received material, non-public information from the issuer of such Securities and on the communication of such information to any other Person when it is reasonably foreseeable that such other Person is likely to purchase or sell such securities in reliance upon such information. The Purchaser hereby waives any claim, or potential claim, it has or may have against the Company relating to the Company's confidential disclosure, and the Purchaser's receipt and possession, of such information.

(h) Independent Advice. The Purchaser understands that nothing in this Agreement or any other materials presented to the Purchaser in connection with the purchase and sale of the Securities constitutes legal, tax or investment advice. The Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities.

(i) Legends. The Purchaser understands that, any certificates representing the Securities, whether maintained in a book entry system or otherwise, will bear one or more legends in substantially the following form and substance:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH OTHER SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED, HYPOTHECATED OR OTHERWISE DISPOSED OF, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO A TRANSACTION WHICH IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS, AND, IN THE CASE OF A TRANSACTION EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION, THE HOLDER WILL NOTIFY ANY SUBSEQUENT PURCHASER OF THE SECURITIES EVIDENCED BY THIS CERTIFICATE FROM IT OF SUCH RESALE RESTRICTIONS."

In addition any share certificates, whether maintained in a book entry system or otherwise, representing the Securities may contain any legend required by the blue sky laws of any state or applicable Canadian securities laws to the extent such laws are applicable to the sale of such Securities hereunder. The Company shall use its commercially reasonable efforts to help facilitate the removal of such legend upon such time when it is legally permitted to do so under Rule 144 or applicable Canadian securities laws, or to facilitate any transfer of the Securities under Rule 144 or applicable Canadian securities laws that may be requested by the Purchaser, but in any event, shall not be obligated to incur any material costs or expenses in making such efforts other than as set forth herein.

(j) Restricted Securities. The Purchaser understands that the Securities are characterized as "restricted securities" under the United States federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such Securities may be resold without registration

under the Securities Act only in certain limited circumstances. Accordingly, the Purchaser represents that it is familiar with Rule 144, including Rule 144(i), as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(k) Money Laundering. The funds representing the Subscription Amount which will be advanced by the Purchaser to the Company hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "PCMLA") or the equivalent laws or regulations in other jurisdictions, and the Purchaser acknowledges that the Company may in the future be required by law to disclose the Purchaser's name and other information relating to this Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to the PCMLA or other similar law or regulation. To the best of the Purchaser's knowledge, (i) the Subscription Amount to be provided by the Purchaser (A) has not been and will not be obtained or derived, directly or indirectly, from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (B) is not being tendered on behalf of a person or entity who has not been identified to the Purchaser, and (ii) the Purchaser shall promptly notify the Company if the Purchaser discovers that any of such representations ceases to be true, and to provide the Company with appropriate information in connection therewith.

(l) General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of the Purchaser, any other general solicitation or general advertisement.

(m) Access to Information. The Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the SEC Reports and such other disclosures and has been afforded, (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

(n) Foreign Law Compliance. The Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to purchase the Securities or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. The Purchaser's payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

(o) Residence. The Purchaser is not a resident in a province or territory of Canada and acknowledges that the Securities have not been and will not be qualified for distribution in Canada and may not be offered or sold in Canada. The Purchaser acknowledges that any resale of the Securities in or into Canada must be exempt from, or not subject to, the requirement in Canadian securities legislation that prohibits a person or company from distributing a security without a prospectus that qualifies that distribution, and, where applicable, in compliance with or exempt from dealer registration requirements under Canadian securities legislation, and covenants that, unless permitted under applicable Canadian securities legislation, the Purchaser will not trade the Securities in Canada.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby.

## ARTICLE IV.
## STRATEGIC ARRANGEMENTS

4.1 Strategic Arrangements. The Company and the Purchaser agree to the additional arrangements set forth on Schedule 4.1 attached hereto.

## ARTICLE V.
## OTHER AGREEMENTS OF THE PARTIES

5.1 Furnishing of Information. Until the earliest of the time that the Purchaser ceases to own any of the Securities, the Company covenants to use commercially reasonable efforts to timely file and make available (or obtain extensions in respect thereof and file within the applicable grace period) all reports and other documents required to be filed by the Company pursuant to the Exchange Act after the date hereof, provided, however, that the Company is then subject to the reporting requirements of the Exchange Act.

5.2 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

5.3 Securities Laws Disclosure; Publicity. The Company shall file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act. Except (x) as may be required by applicable law or the rules and regulations of any Trading Market, in which case the announcing party shall provide prior notice of any such disclosure to the other party or (y) as otherwise agreed between the parties, either party may issue a press release or public announcement regarding the transactions contemplated in the Transaction Documents or any discussions between the parties regarding a

potential commercial arrangement, subject to the following conditions: (a) the announcing party shall provide the other party with a draft of proposed press release or public announcement at least four (4) Business Days prior to its intended release, (b) the non-announcing party shall have the right to review and provide reasonable comments on the draft announcement within three (3) Business Days of receipt, (c) the announcing party shall make reasonable efforts to incorporate or address any comments or concerns raised by the non-announcing party before issuing the final press release or public announcement and (d) the final press release or public announcement shall be approved in writing by both parties prior to the release, with such approval not to be unreasonable withheld or delayed. Subject to the foregoing sentence, the Company and the Purchaser agree that any press release or public announcement may disclose (i) the fact that the parties have entered into this Agreement, (ii) the general nature of the investment and cooperation being explored, (iii) the strategic rationale for the potential relationship and (iv) the focus on developing U.S.-sourced critical minerals supply chains.

5.4 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving the Securities under the Transaction Documents or under any other agreement between the Company and the Purchaser.

5.5 Use of Proceeds. The Company intends to use the net proceeds from the sale of the Securities hereunder for working capital, and other general corporate purposes, including the repayment of indebtedness.

5.6 Indemnification of Purchaser. Subject to the provisions of this Section 5.6, the Company will indemnify and hold the Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party" and collectively, the "Purchaser Parties") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations or warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any shareholder of the Company who is not an Affiliate of such Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is solely based upon a material breach of such Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser Party may have with any such shareholder or any violations by such Purchaser Party of state or federal securities laws or any conduct by such Purchaser Party which is finally judicially determined to constitute fraud,

gross negligence or willful misconduct). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement (an "Indemnification Claim"), such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party; provided, that the failure of the Purchaser Party to promptly notify the Company shall not relieve the Company of its indemnification obligations hereunder, unless such failure is materially prejudicial to the Company in defending such action. Any Purchaser Party shall have the right to employ separate counsel in any such Indemnification Claim and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such Indemnification Claim there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company shall not agree to any settlement of any Indemnification Claim without the Purchaser Party's prior written consent, which shall not be unreasonably withheld or delayed, unless such settlement would (A) include a complete and unconditional release of the Purchaser Party from all liabilities or obligations with respect thereto, (B) not impose any liability or obligation on the Purchaser Party and (C) not involve a finding or admission of wrongdoing on the part of the Purchaser Party. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

5.7 Reservation of Common Shares. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, clear and free of Liens, a sufficient number of Common Shares for the purpose of enabling the Company to issue Shares pursuant to this Agreement and Warrant Shares pursuant to any exercise of the Warrant.

5.8 Listing of Common Shares. The Company hereby agrees to use commercially reasonable efforts to maintain the listing or quotation of the Common Shares on the Trading Market on which they are currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Shares and Warrant Shares on such Trading Market and promptly secure the listing of all of the Shares and Warrant Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Shares traded on any other Trading Market, it will then include in such application all of the Shares and Warrant Shares, and will take such other action as is reasonably necessary to cause all of the Shares and Warrant Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing and trading of its Common Shares on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations of which it has control under its articles or rules of the Trading Market. The Company agrees to maintain the eligibility of the Common Shares for electronic transfer through the

Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

5.9 Observer Rights. As long as the Purchaser owns all of the Shares it purchased and subscribed for on the Closing Date hereunder, the Company shall invite Yun B. Choi or another suitable representative of the Purchaser as mutually agreed by the parties in good faith (the "Observer") to attend all meetings of the Board of Directors in a non-voting observer capacity and, in this respect, shall give the Observer copies of all notices, minutes, consents, and other materials that it provides to its directors at the same time and in the same manner as provided to such directors; provided, however, that the Company reserves the right to withhold any information and to exclude the Observer from any meeting or portion thereof if access to such information or attendance at such meeting (i) would be reasonably likely to adversely affect the attorney-client privilege between the Company and its counsel or other applicable privilege, (ii) would create a conflict of interest between the Company, on the one hand, and the Purchaser and/or the Observer, on the other hand, (iii) the Purchaser or the Observer is deemed a direct competitor of the Company (as determined by the Board of Directors) or (iv) would lead to a violation of antitrust or other applicable laws. The Observer and the Purchaser shall keep confidential and will not disclose, divulge, or use for any purpose, other than to monitor its investment in the Company, any confidential information obtained from the Company, unless such confidential information is (A) known or becomes known to the public in general (other than as a result of a breach of this Section 5.9 by the Purchaser or the Observer, or any of their respective Affiliates), (B) is or has been independently developed or conceived by the Purchaser or the Observer without use of the Company's confidential information, or (C) is or has been made known or disclosed to the Observer by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that each of the Purchaser and the Observer may disclose confidential information as may otherwise be required by law, regulation, rule, court order or subpoena, provided, however, that the Purchaser or the Observer, as the case may be, promptly notifies the Company of such disclosure prior thereto and takes reasonable steps to minimize the extent of any such required disclosure. The Purchaser acknowledges, and shall direct the Observer to acknowledge, their obligations under the securities laws with respect to any material non-public information obtained pursuant to this Section 5.9. The Purchaser acknowledges and agrees that any breach of this Section 5.9 by the Observer shall be considered a breach of this Section 5.9 by the Purchaser for all purposes. For avoidance of doubt, if the provisions of this Section 5.9 conflict with any other provision of the Transaction Documents, the provisions of this Section 5.9 shall control. Notwithstanding the foregoing, if requested by the Company, the Purchaser and the Observer shall enter into a separate mutually agreeable form of confidentiality agreement with the Company before the Observer attends any such meetings or receives any such information provided for under this Section 5.9.

5.10 Participation Right.

(a) In the event that the Company commences a public offering or private placement primarily for capital raising purposes (each, a "Proposed Offering") of Common Shares or Common Share Equivalents (collectively, "Equity Securities") after the Closing Date, the Purchaser shall have the right but not obligation (the "Participation Right") to subscribe for all or a portion of such number of Equity Securities under the Proposed Offering that would allow the

Purchaser to maintain up to its Pro Rata Interest at the time of the Proposed Offering all on the same terms and conditions as offered to other potential subscribers and in compliance with Section 5.10(b) (taking into account any Common Share Equivalents issued to the Purchaser as part of any Proposed Offering). For greater certainty, the term "Proposed Offering" shall not include any Excluded Offering (as defined below).

(b) For so long as the Participation Right continues to be in effect, and in the event that the Company proposes a Proposed Offering, the Company shall deliver copies of all documents and other materials delivered by the Company (or any agent of the Company) to potential subscribers or purchasers and a notice to the Purchaser in writing, or, in the case of any registered public offering, in writing or orally (the "Financing Notice"), at least (x) five (5) Business Days or, (y) in the case of an Underwritten Public Offering, 24 hours or such shorter period given to all other investors in such Underwritten Public Offering, prior to the proposed closing date of the Proposed Offering specifying:

(i) as of the date thereof, the total number of outstanding Common Shares;

(ii) the total number and type of Equity Securities which are being offered;

(iii) the rights, privileges, restrictions, terms and conditions of such Equity Securities;

(iv) the consideration for which such Equity Securities are being offered under the Proposed Offering;

(v) if known by the Company and disclosable without violating any confidentiality obligations, the identity of the proposed subscribers or purchasers of such Equity Securities; and

(vi) the proposed closing date of the Proposed Offering.

(c) Subject to applicable securities laws, the Purchaser shall have the option by written notice (or orally if agreed to by the Company) given to the Company within (x) three (3) Business Days, or (y) in the case of an Underwritten Public Offering, 24 hours or such shorter period given to all other investors in such Underwritten Public Offering, following receipt of the Financing Notice (a "Financing Subscription Notice"), to subscribe for up to that number of Equity Securities being offered for sale (as described in the Financing Notice) for the consideration and on the terms and conditions set forth in the Financing Notice such that its Pro Rata Interest after giving effect to the Proposed Offering and the Purchaser's participation therein shall be no more than its Pro Rata Interest immediately prior to the Proposed Offering; provided, however, that, if the Company or its agents attempts to wall-cross the Purchaser in conjunction with any Proposed Offering and the Purchaser declines to be wall-crossed, then the Purchaser shall not be entitled to its Participation Right set forth in this Section 5.10 in such Proposed Offering. In the Financing Subscription Notice, the Purchaser shall specify the number of Common Shares actually owned, directly or indirectly, by it as at the date of the Financing Subscription Notice and the number of Equity Securities for which the Purchaser is subscribing.

(d) If the Purchaser fails to deliver a Financing Subscription Notice within the period identified in Section 5.10(c) or waives its Participation Right in writing following receipt of a Financing Notice, then any rights which the Purchaser may have had to subscribe for any of the Equity Securities covered by that specific Financing Notice shall be extinguished; provided, that the Company shall not then complete a Proposed Offering for less consideration per Equity Security or otherwise on more favorable terms to the subscribers or purchasers without first providing the Purchaser with an amended Financing Notice, in which case Sections 5.10(a) and (b) shall apply again.

(e) The Purchaser agrees that, if required by applicable securities laws, securities regulatory authorities or stock exchanges, the Purchaser shall execute and deliver any report, undertaking or other documents that may be required with respect to the issue of Equity Securities to the Purchaser as a result of exercising its Participation Right.

(f) Notwithstanding the foregoing and for avoidance of doubt, the Participation Right set forth in this Section 5.10 shall not apply in connection with (i) the transactions contemplated by this Agreement or the Warrant, (ii) the issuance by the Company of Common Shares or special shares convertible into Common Shares upon the exercise of an option or warrant, vesting or settlement of restricted shares or restricted share units or the conversion of a security, including special shares, outstanding on the date hereof or issued upon the exercise, conversion or vesting of another security outstanding on the date hereof, (iii) the grant of Common Shares, options, restricted shares, restricted share units or other equity awards pursuant to equity incentive plans of the Company or the amendment of awards under the equity incentive plans of the Company, (iv) Common Shares and Common Share Equivalents issued as dividends or distributions or upon share splits, recapitalizations or similar transactions, (v) Common Shares and Common Share Equivalents issued or issuable pursuant to a merger, consolidation, acquisition or similar business combination, (vi) Common Shares and Common Share Equivalents issued or issuable to banks, equipment or real property lessors or other financial institutions pursuant to a non-convertible debt financing, equipment lease, bank credit arrangement or commercial leasing transaction entered into for primarily non-equity financing purposes, (vii) Common Shares and Common Share Equivalents issued or issuable in connection with strategic transactions, including (A) joint ventures, manufacturing, marketing, OEM, sponsored research, collaboration, tolling, offtake or distribution arrangements or (B) technology transfer or development arrangements, (viii) Common Shares and Common Share Equivalents issued or issuable to suppliers or third party service providers in connection with the provision of goods or services, (ix) Common Shares issued pursuant to any at-the-market sales or distribution agreement entered into by the Company pursuant to which the Company may conduct "at the market offerings" (as defined under Rule 415(a)(4) under the Securities Act), including, without limitation, pursuant to the Sales Agreement, (x) Common Shares and Common Share Equivalents issued to acquire any security convertible into the Common Shares and Common Share Equivalents referred to in clause (i) through (viii) above (each, an "Excluded Offering")

(g) The Purchaser shall cease to have a Participation Right under this Section 5.10 and the Company's obligations under this Section 5.10 shall cease upon the earlier to occur of (i) June 26, 2030, (ii) the date on which the Purchaser owns less than all of the Shares it purchased and subscribed for on the Closing Date hereunder and (iii) immediately after a closing

of a Proposed Offering where the Purchaser does not exercise its Participation Right under this Section 5.10 in full.

## ARTICLE VI.
## MISCELLANEOUS

6.1 Termination. This Agreement may be terminated by (a) mutual written consent of the Company and the Purchaser, (b) either the Company or the Purchaser by giving written notice to the other party if any governmental authority shall have issued a final and non-appealable order permanently enjoining the transactions contemplated hereby or if any law makes the consummation of the Closing illegal or otherwise prohibited, or (c) either the Company or the Purchaser by giving written notice to the other party, if the Closing has not been consummated on or before July 1, 2025; provided, however, that such termination right under the foregoing clause (c) shall not be available to the party whose material breach of this Agreement has resulted in the failure of the Closing to occur before such date. In the event of the termination of this Agreement in accordance with this Section 6.1, this Agreement shall become null and void (except for this Article VI which shall survive termination and remain valid and binding obligations of the parties); provided, however, that no such termination will affect the right of any party to sue for any breach by any other party prior to such termination or for fraud.

6.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by the Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

6.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

6.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

6.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed by the Company and the Purchaser. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof except to the extent expressly stated in such waiver, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

6.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger, sale of all or substantially all assets or other similar sale transaction). Subject to clause (f) of Schedule 4.1 with respect to the rights and obligations set forth in Section 4.1 and Schedule 4.1, the Purchaser may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company (other than by merger, sale of all or substantially all assets or other similar sale transaction).

6.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in this Section 6.8.

6.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

6.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities for one year following the Closing Date. All covenants contained herein shall survive the Closing and the delivery of the Securities for the later of the expiration of (a) their terms as set forth in this Agreement and (b) the applicable statute of limitations. Notwithstanding anything to the contrary herein, any Indemnification Claim asserted in good faith pursuant to Section 5.6 prior to the expiration of the applicable survival period set forth in this Section 6.10 shall survive until such Indemnification Claim is fully and finally resolved.

6.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transactions Act or other applicable law (e.g., www.docusign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" or "electronic" signature page were an original thereof.

6.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

6.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever the Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then the Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights; provided, however, that, in the case of a rescission of an exercise of the Warrant, the Purchaser shall be required to return any Common Shares subject to any such rescinded exercise notice concurrently with the return to the Purchaser of the aggregate exercise price paid to the Company for such shares and the restoration of the Purchaser's right to acquire such shares pursuant to the Warrant (including, issuance of a replacement Warrant evidencing such restored right).

6.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and subject to the

requirements set out in the Company's articles. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

6.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any Action for specific performance of any such obligation the defense that a remedy at law would be adequate.

6.16 Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchaser pursuant to any Transaction Document or the Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

6.17 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

6.18 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and Common Shares in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Shares that occur after the date of this Agreement. For purposes of this Agreement: (a) "include," "includes" or "including" shall be deemed to be followed by "without limitation"; (b) "hereof," "herein", "hereby", "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (c) "extent" in the phrase "to the extent" shall mean the degree to which a subject or other item extends and shall not simply mean "if"; (d) the singular includes the plural and vice versa; (e) "any" shall mean "any and all"; (f) "or" is used in the inclusive sense of "and/or"; (g) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented and modified in effect from time to time in accordance with its terms; (h) reference to any law means such law as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder; and (i) the number of days shall mean the number of calendar days unless expressly described as "Business Day".

6.19 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

*(Signature Pages Follow)*

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**TMC THE METALS COMPANY INC.**

By: /s/ Gerard Barron
Name: Gerard Barron
Title: Chairman & Chief Executive Officer

Address for Notice:

1111 West Hastings Street
15th Floor
Vancouver, British Columbia V6E 2J3
Canada
E-Mail: craig@metals.co

With a copy to (which shall not constitute notice):

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Attn: Daniel T. Kajunski
One Financial Center
Boston, MA 02111
Email: dtkajunski@mintz.com

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[*Signature page to Securities Purchase Agreement*]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Subscription Amount: US$85,165,451.84

Name of Purchaser: Korea Zinc Company, Ltd.

*Signature of Authorized Signatory of Purchaser*: /s/ Ki Deok Park

Name of Authorized Signatory: Ki Deok Park

Title of Authorized Signatory: President

Email Address of Authorized Signatory: [***]

Address for Notice to Purchaser:
33, Jong-ro, Jongno-gu
Seoul, Republic of Korea 03159
E-mail: [***]
Attention: [***]

With a copy to (which shall not constitute notice):
Kim & Chang
39, Sajik-ro 8-gil, Jongno-gu
Seoul, Republic of Korea 03170
E-mail [***]; [***]
Attention: [***]; [***]

Address for Delivery of Securities to Purchaser:

EIN Number:

[*Signature page to Securities Purchase Agreement*]

**EXHIBIT A**

Form of Warrant

**SCHEDULE 4.1**

Strategic Arrangements

# BOARD OBSERVER AGREEMENT

This BOARD OBSERVER AGREEMENT (the "**Agreement**") is entered into as of May 12, 2025 by and between TMC the metals company Inc., a company incorporated under the laws of British Columbia, Canada (the "**Company**"), and Zachary A. Wydra (the "**Observer**").

## RECITALS

WHEREAS, the Company has agreed to invite the Observer to attend meetings of the Company's Board of Directors and/or its committees (the "**Board**") and to receive certain information regarding the Company, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

## 1. BOARD OBSERVER RIGHTS

1.1. Access to Meetings. The Company agrees to give the Observer the right to attend and participate in a non-voting capacity in all meetings of the Board, whether held in person, telephonically, or virtually, subject to the terms of this Agreement.

1.2. Access to Information. The Company agrees to provide the Observer with copies of all materials provided to members of the Board, including notices, minutes, and other materials, at the same time and in the same manner as provided to the Board, except as provided in Section 2.

1.3. No Voting Rights. The Observer shall have no voting rights and shall not be considered a member of the Board for any purpose.

1.4. Purpose of Role. The parties acknowledge that the Observer's participation is intended to provide financial and capital markets expertise to the Board. The Observer serves in an unpaid, non-director capacity and holds no fiduciary duty to the Company.

## 2. LIMITATIONS

2.1. Exclusion from Meetings. The Company reserves the right to exclude the Observer from any meeting or portion thereof where confidential or privileged information unrelated to the Observer's purpose is discussed or the Observer's presence would create a conflict of interest. For example, this may include meetings or discussions relating to a transaction involving the Observer or a specific director, or where the subject matter relates to a potential conflict of interest.

2.2 Access to Information. The Company may withhold information or materials from the Observer that are subject to attorney-client privilege or other applicable privilege or relate to matters where the Observer's presence would result in a conflict of interest or other confidentiality concerns, including, for example, discussions involving transactions or issues directly related to the Observer or a specific director, or where the subject matter relates to a potential conflict of interest.

## 3. CONFIDENTIALITY

3.1 Confidential Information. The Observer agrees to maintain the confidentiality of all non-public, proprietary, or sensitive information disclosed in connection with their role, whether oral or written ("**Confidential Information**").

3.2 Use of Confidential Information. The Observer agrees to use Confidential Information solely for the purpose of fulfilling the role of observer and agrees not disclose it to any third party without the Company's prior written consent.

## 4. FIDUCIARY DUTIES

4.1 No Fiduciary Duty. The Observer shall not have, nor shall be deemed to have, any fiduciary duties to the Company or its shareholders by virtue of his role as observer.

## 5. CONDUCT

5.1. Standards of Conduct. While not an employee, officer, or director of the Company, the Observer agrees to act in accordance with the highest standards of professionalism and confidentiality and to refrain from taking any action with the intention of harming the interests of the Company.

5.2. Acknowledgment of Company Policies. The Observer acknowledges receipt of the Company's Code of Business Conduct and Ethics and Insider Trading Policy, attached hereto as Appendices I and II. While not subject to the full scope of these policies, the Observer agrees to comply with the applicable principles to the extent relevant to his role; specifically, the Observer will comply with all restrictions on the use of material non-public information (MNPI), including applicable black-out periods, and will adhere to the relevant confidentiality obligations.

5.3. Non-Director Status. For the avoidance of doubt, the Observer is not considered a director, officer, employee, or contractor of the Company and shall not be subject to director-specific obligations or fiduciary duties.

## 6. TERM AND TERMINATION

6.1 Term. The Observer's rights under this Agreement shall commence as of the date hereof and continue until terminated in accordance with Section 5.2.

6.2 Termination. Either party may terminate this Agreement upon written notice to the other party. The Company may terminate the Observer's rights immediately for cause, including breach of this Agreement or violation of confidentiality obligations.

## 7. MISCELLANEOUS

7.1 Notices. All notices required or permitted under this Agreement shall be in writing and sent to the addresses specified below (or such other addresses as may be provided from time to time) by mail, courier service, fax or email.

| the Company: | Observer: |
|---|---|
| TMC the metals company, Inc.<br>1111 West Hastings Street, 15th Floor<br>Vancouver BC V6E 2J3<br>Attn: Ryan Coombes, General Counsel | Zachary A Wydra<br>399 Park Avenue<br>New York, New York 10022 |
| ryan.coombes@metals.co | [***] |

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of British Columbia.

7.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior discussions or agreements.

7.4 Amendments. This Agreement may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**Company**

TMC the metals company Inc.

By: /s/ Gerard Barron
Name: Gerard Barron
Title: Chief Executive Officer

Date: 5/12/2025

**Observer**

Zachary A Wydra

/s/ Zachary A. Wydra

Date: 5/12/2025

Appendix I
Code of Business Conduct and Ethics

Appendix II
Insider Trading Policy

**Exhibit 10.7**

# SERVICES AGREEMENT

BETWEEN

**TMC the metals company Inc.**

("**Company**")

and

**Alex Spiro**

("**Contractor**")

**WHEREAS** the Company wishes to engage the Contractor to provide certain advisory services for the Company;

**AND WHEREAS** the Contractor wishes to supply these services to the Company on and subject to the terms and conditions provided for in this Services Agreement (the "**Agreement**");

**NOW THEREFORE**, in consideration of the foregoing, the mutual covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## 1. SERVICES TO BE PROVIDED

**1.1** Subject to the terms and conditions of this Agreement, the Company hereby retains the Contractor to provide the Company with the services listed and identified in a **Schedule A** (the "**Services**"). The Contractor acknowledges, that the description of Services in Schedule A may be amended or further detailed, by mutual agreement of the parties. In performing the Services, the Contractor shall obtain instructions from the Company's Chief Executive Officer or such other person(s) as the Company may designate from time to time.

**1.2** The Contractor agrees to perform the Services and will deliver the Services diligently, in a timely fashion, and with all due skill.

**1.3** The Contractor agrees and confirms that none of the Services shall be performed by any third party without the express written consent of the Company.

## 2. TERM AND TERMINATION

**2.1** Subject to Section 2.2 below, this Agreement is for a term commencing on the date of June 12th, 2025, and continuing until June 12th, 2029 (the "**Term**").

**2.2** Notwithstanding the Term, this Agreement may be terminated at any time prior to the end of the Term, in the following circumstances:

(i) by the Company, at any time and for any reason, upon giving the other party thirty (30) days advance notice of termination, in writing; or

(ii) by the Contractor, at any time and for any reason, upon giving the Company thirty (30) days notice of termination, in writing.

**2.3** In the event either party provides the other with notice of termination pursuant to Section 2.2 above, the party receiving said notice will have the option of waiving the notice, in whole or in part. In such circumstances, this Agreement would terminate as of the effective date of said waiver.

**2.4** The Contractor acknowledges that all items of any and every nature or kind created or used by the Contractor in the course of providing the Services, or furnished by the Company to the Contractor, and all equipment, books, records, reports, files, manuals, literature, Confidential Information (as defined in Section 5.2 below) or other materials and any copies thereof, created by or used by the Contractor or furnished by the Company (collectively, "**Work Product**") shall remain and be considered the sole and exclusive property of the Company at all times and shall be surrendered to the Company, in good condition, promptly on the termination or expiry of the Agreement irrespective of the time, manner or cause of the termination or upon the request of the Company. To the extent not already held by the Company, the Contractor hereby assigns all right, title and interest to such Work Product to the Company and hereby waives any moral rights vested therein, in favor of the Company, its successors and permitted assigns.

## 3. FEE FOR SERVICES

**3.1** As compensation for the Services to be rendered by Contractor under this Agreement, the Company agrees to pay the Contractor the fees set forth on **Schedule B** for the Services. Such fees are not inclusive of applicable sales taxes or harmonized sales taxes which may be added to the fees subject to applicable taxation regulation.

**3.2** The Company will reimburse the Contractor for accommodation, travel, meal expenses and other cost incurred in connection with rendering the Services, provided that bearing of the costs has been pre-approved or subsequently approved by the Company.

**3.3** The compensation provided for in this Section 3 shall be the sole form of compensation provided to the Contractor by the Company and the Contractor waives any right to additional fees or any other form of compensation whatsoever from the Company in respect of the Services rendered to the Company or in his capacity as a Director of the Company.

## 4. STATUS

**4.1** The Contractor is an independent contractor and shall not be or be deemed to be an employee of the Company. For providing the Services, the Contractor shall not be entitled to any remuneration, rights or benefits other than as specifically set forth in this Agreement. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (whether by way of employer/employee, agency, joint venture, association, or partnership) between the parties other than as an independent contractor as set forth herein.

**4.2** As an independent contractor, Contractor shall be free to exercise discretion and independent judgment in performing the Services. The Contractor shall not commit or obligate the Company in any way to other parties, except as may be specifically consented to by the Company, in writing.

**4.3** In view of the Contractor's status as an independent contractor, the Company shall not be making any pension plan, employment insurance or income tax related contributions or deductions from the amounts due to the Contractor under this Agreement. The Contractor shall be liable for the payment of all income taxes and all other taxes, assessments or remittances (including but not limited to taxes, assessments or remittances for sales taxes, health tax, employment insurance, pension plan and/or workers' compensation coverage payable on amounts paid by the Company to the Contractor under the terms of this Agreement or otherwise. The Contractor further agrees to save harmless and indemnify the Company from and against all claims, charges, taxes, interest or penalties and demands which may be made by any governmental authority or any other person, agency, authority or entity, against the Company with respect to payment of said taxes, assessments or other remittances. However, the fees may be subject to applicable sales tax, e.g. VAT, which will then be added to the fees. The foregoing obligations shall continue beyond the termination of this Agreement and shall be binding upon the heirs, executors, administrators and other legal representatives of the Contractor.

**4.4** In the event that any taxing authority, for whatever reason, seeks from the Company any employment insurance contributions, pension plan contributions, income taxes or workers' compensation payments, the Contractor agrees to indemnify the Company and any of its directors, officers and employees, for the full amount of any such contributions or payments (including any applicable interest and penalties thereon) that may arise. The Contractor further agrees that the Company may set off an equal amount of such contributions or payments (including any applicable interest and penalties thereon) against any fees and expenses payable to the Contractor under this Agreement.

## 5. CONTRACTOR'S REPRESENTATIONS AND OBLIGATIONS.

**5.1** The Contractor shall be free to devote such portion of the Contractor's time, energy, effort and skill as the Contractor sees fit, and to perform the Contractor's duties when and where the Contractor sees fit, so long as the Contractor performs the

Services set out in this Agreement in a timely fashion. The duties and responsibilities associated with the Services provided by the Contractor shall include the following:

(i) The Contractor shall perform the Services in a professional manner in accordance with generally accepted methods, standards and practices associated with the nature of Services required to be performed hereunder;

(ii) The Contractor shall abide by all Company policies and procedures that have been communicated to the Contractor in writing from time to time. The Company shall make information hereon available to the Contractor in writing.

(iii) In performing the Services, the Contractor shall observe and obey all applicable laws, rules and standards imposed by any government or any other duly constituted authority having jurisdiction with respect to the Services or the parties to this Agreement;

(iv) The Contractor shall at all times during performance of the Services provide reasonable cooperation with employees and other Contractors of the Company; and,

(v) The Contractor shall observe and comply with all safety and security regulations required by law and any others as are communicated to the Contractor by the Company from time to time.

**5.2** The Contractor acknowledges that, during the course of providing the Services to the Company, both will acquire information about certain matters and things which are confidential or secret to the Company, which information is the exclusive property of the Company (the "**Confidential Information**"). Except in the normal and proper course of the provision of the Services hereunder, the Contractor will (a) keep in strictest confidence and trust the Company's confidential and proprietary information; and (b) not use for the Contractor's own account or disclose to anyone else, during or after the termination of this Agreement with the Company, any confidential or proprietary information or material relating to the Company's operations or business which the Contractor obtains from the Company or its officers, agents or employees or otherwise by virtue of the Contractor's relationship with the Company.

**5.3** In recognition of the nature of the Services to be provided by the Contractor, and the access the Contractor will have to the Company's Confidential Information, the Contractor hereby confirms that, during the Term of this Agreement and for a period of one (1) year following the expiry or termination of this Agreement it shall not, directly or indirectly:

(i) own, manage, engage in, operate, join, control, franchise, license, work for, consult with, render services for, do business with, maintain any interest in

(proprietary, financial or otherwise) or participate in the ownership, management, operation or control of, any direct competitor of the Company's polymetallic nodule exploration, exploitation and processing business, whether in corporate, proprietorship or partnership form or otherwise, anywhere in the world;

(ii) for the purpose of doing business that is the same as or competitive with the business being carried on by the Company, call upon, solicit, attempt to solicit, canvass or otherwise interfere with the Company's relationship with any current customers or suppliers of the Company's business;

(iii) influence or try to influence any employee of or Contractor to the Company to resign her or her employment or engagement with the Company; or

(iv) criticize, denigrate, or otherwise disparage the Company, its owners or any of their and its respective officers, directors or employees.

**5.4** The Contractor will, however, not be in violation of Section 5.3(a) by virtue of the Contractor holding, strictly for portfolio purposes and as a passive investor, no more than two percent (2%) of the issued and outstanding shares of or any other interest in, any body corporate which is listed on any recognized stock exchange, the business of which body corporate is in competition, in whole or in part, with the Company.

**5.5** Except as set out in section 5.3, the relationship between the Contractor and the Company is a non-exclusive relationship and the Contractor is entitled to provide services to organizations or individuals other than the Company, provided that the Contractor, in providing services to other organizations or individuals, does not breach the provisions of this Agreement or put itself into a conflict of interest. The Contractor agrees to advise the Company in writing immediately upon learning of any potential conflict of interest.

## 6. GENERAL

**6.1** This Agreement constitutes the entire agreement between the Company and the Contractor pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Company and the Contractor.

**6.2** If any provision of this Agreement is found to be in violation of public policy, illegal or is otherwise determined to be unenforceable by a court of competent jurisdiction, such a finding will not invalidate or otherwise impact the enforceability of any other provisions of this Agreement.

**6.3** The Contractor undertakes to, and does hereby agree to, indemnify the Company and its directors, officers and employees against any and all actions, suits, claims, costs, demands, losses, damages and expenses which may be brought against or

suffered by them or which they may sustain, pay or incur by reason of the breach by the Contractor of any of the provisions of this Agreement.

**6.4** All notices, requests, demands and other communication shall be in writing to the email addresses set forth below and shall be deemed to have been given and received on the day sent by email on a business day, if sent prior to 4:30 pm eastern standard time and otherwise on the next business day following the day it was sent by email:

| If to the Company: | If to the Contractor: |
|---|---|
| TMC the metals company Inc.<br>Attention: Gerard Barron<br>Email: gerard@metals.co | Alex Spiro<br>Email: [***] |

**6.5** The Contractor shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.

**6.6** It is understood that the Services provided hereunder are personal to the Contractor. Therefore, the Contractor may not assign, transfer or sell its rights under this Agreement or delegate its duties hereunder without the Company's prior written consent. The Company may assign this Agreement to any related or associated entity without consent of the Consultant but with written notice to the Consultant thereof.

**6.7** Any modification to this Agreement must be in writing and signed by both the Company and the Contractor or it shall have no effect and shall be void.

**6.8** This Agreement shall be construed in accordance with the laws of the Province of British Colombia and the federal laws of Canada applicable therein.

**6.9** The Company and the Contractor each acknowledge that they have been provided with the opportunity to consult legal counsel regarding the content of this Agreement, and the impact it could have on their legal rights, and that they each voluntarily agree to enter into and be bound by the provisions of this Agreement.

**6.10** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties on the dates set out below.

**TMC The Metals Company**

June 11, 2025
Date

By: /s/ Gerard Barron
Name: Gerard Barron
Title: Chief Executive Officer

**CONTRACTOR**

June 18, 2025
Date

/s/ Alex Spiro
Name: Alex Spiro

**SCHEDULE A**

**SERVICES**

**SCHEDULE B**

**FEES**

**Exhibit 10.8**

# BOARD OBSERVER AGREEMENT

This BOARD OBSERVER AGREEMENT (the "Agreement") is entered into as of July 14, 2025 by and between TMC the metals company Inc., a company incorporated under the laws of British Columbia, Canada (the "Company"), and Yun B. Choi (the "Observer").

## RECITALS

WHEREAS, pursuant to that Securities Purchase Agreement (the "SPA"), dated June 16, 2025, by and between the Company and Korea Zinc Company, Ltd. ("Korea Zinc") where Korea Zinc has subscribed for certain shares in the Company, the Company has agreed to invite the Observer, as a representative of Korea Zinc, to attend meetings of the Company's Board of Directors and/or its committees (the "Board") and to receive certain information regarding the Company, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

## 1. BOARD OBSERVER RIGHTS

1.1. Access to Meetings. The Company agrees to give the Observer the right to attend and participate in a non-voting capacity in all meetings of the Board, whether held in person, telephonically, or virtually, subject to the terms of this Agreement.

1.2. Access to Information. The Company agrees to provide the Observer with copies of all materials provided to members of the Board, including notices, minutes, and other materials, at the same time and in the same manner as provided to the Board, except as provided in Section 2.

1.3. No Voting Rights. The Observer shall have no voting rights and shall not be considered a member of the Board for any purpose.

1.4. Purpose of Role. The parties acknowledge that the Observer's participation is intended to provide financial and capital markets expertise to the Board. The Observer serves in an unpaid, non-director capacity and holds no fiduciary duty to the Company.

## 2. LIMITATIONS

2.1. Exclusion from Meetings. The Company reserves the right to exclude the Observer from any meeting or portion thereof where the Observer's presence would be reasonably likely to adversely affect the attorney-client privilege between the Company and its counsel or other applicable privilege or to create a conflict of interest. For example, this may include meetings or discussions relating to a transaction involving the Observer, or where the subject matter relates to a potential conflict of interest between the Company, on one hand, and the Observer and/or Korea Zinc, on the other hand.

2.2 Access to Information. The Company may withhold information or materials from the Observer that are subject to attorney-client privilege or other applicable privilege or relate to matters where the Observer's presence would result in a conflict of interest, including, for example, discussions involving transactions or issues directly related to the Observer, or where the subject matter relates to a potential conflict of interest between the Company, on one hand, and the Observer and/or Korea Zinc, on the other hand.

## 3. CONFIDENTIALITY

3.1 Confidential Information. The Observer agrees to maintain the confidentiality of all non-public, proprietary, or sensitive information disclosed in connection with his role as observer to the Board, whether oral or written ("Confidential Information").

3.2 Use of Confidential Information. The Observer agrees to use Confidential Information solely for the purpose of fulfilling the role of observer to the Board and agrees not to disclose it to any third party without the Company's prior written consent, unless such Confidential Information is (a) known or becomes known to the public in general (other than as a result of a breach of this Section 3.2 by the Observer), (b) is or has been independently developed or conceived by the Observer without use of the Confidential Information, or (c) is or has been made known or disclosed to the Observer by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that the Observer may disclose Confidential Information as may otherwise be required by law, regulation, rule, court order or subpoena; provided, however, that the Observer promptly notifies the Company of such disclosure prior thereto and takes reasonable steps to minimize the extent of any such required disclosure.

## 4. FIDUCIARY DUTIES

4.1 No Fiduciary Duty. The Observer shall not have, nor shall be deemed to have, any fiduciary duties to the Company or its shareholders by virtue of his role as observer to the Board.

## 5. CONDUCT

5.1. Standards of Conduct. While not an employee, officer, or director of the Company, the Observer agrees to act in accordance with the highest standards of professionalism and confidentiality and to refrain from taking any action with the intention of harming the interests of the Company.

5.2. Acknowledgment of Company Policies. The Observer acknowledges receipt of the Company's Code of Business Conduct and Ethics and Insider Trading Policy, attached hereto as Appendices I and II. While not subject to the full scope of these policies, the Observer agrees to comply with the applicable principles to the extent relevant to his role; specifically, the Observer will comply with all restrictions on the use of material non-public information (MNPI), including applicable black-out periods, and will adhere to the relevant confidentiality obligations.

5.3. Non-Director Status. For the avoidance of doubt, the Observer is not considered a director, officer, employee, or contractor of the Company and shall not be subject to director-specific obligations or fiduciary duties.

## 6. TERM AND TERMINATION

6.1 Term. The Observer's rights under this Agreement shall commence as of the date hereof and continue until terminated in accordance with Section 6.2.

6.2 Termination. The Observer may terminate this Agreement upon written notice to the Company. The Company may only terminate the Observer's rights for cause, including breach of this Agreement or violation of confidentiality obligations; provided, that the Company may terminate the Observer's rights if Korea Zinc ceases to own all of the shares of the Company it purchased and subscribed for on the Closing Date (as defined in the SPA).

## 7. MISCELLANEOUS

7.1 Notices. All notices required or permitted under this Agreement shall be in writing and sent to the addresses specified below (or such other addresses as may be provided from time to time) by mail, courier service, fax or email.

the Company:
TMC the metals company, Inc.
1111 West Hastings Street, 15th Floor
Vancouver BC V6E 2J3
Attn: Ryan Coombes, General Counsel; ryan.coombes@metals.co

the Observer:
[***]
[***]
[***]
[***];

with a copy to (which shall not constitute notice):
[***]
[***]
[***]
[***]

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of British Columbia.

7.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior discussions or agreements.

7.4 Amendments. This Agreement may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**Company**

TMC the metals company Inc.

By: /s/ Gerard Barron
Name: Gerard Barron
Title: Chief Executive Officer

Date: July 11, 2025

**Observer**

Yun B. Choi

/s/ Yun B. Choi

Date: July 14, 2025

**Appendix I**

Code of Business Conduct and Ethics

**Appendix II**

Insider Trading Policy

**Exhibit 31.1**

CERTIFICATIONS UNDER SECTION 302

I, Gerard Barron, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TMC the metals company Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2025

/s/ Gerard Barron
Gerard Barron
Chief Executive Officer *(Principal Executive Officer)*

**Exhibit 31.2**

CERTIFICATIONS UNDER SECTION 302

I, Craig Shesky, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TMC the metals company Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2025

/s/ Craig Shesky
Craig Shesky
Chief Financial Officer *(Principal Financial Officer)*

**Exhibit 32**

CERTIFICATIONS UNDER SECTION 906

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of TMC the metals company Inc., a British Columbia, Canada corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report for the quarter ended June 30, 2025 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 14, 2025

/s/ Gerard Barron

Gerard Barron
Chief Executive Officer
*(Principal Executive Officer)*

Dated: August 14, 2025

/s/ Craig Shesky

Craig Shesky
Chief Financial Officer
*(Principal Financial Officer)*