Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

This announcement is for information purposes only and does not constitute an invitation or solicitation of an offer to acquire, purchase or subscribe for securities or an invitation to enter into an agreement to do any such things, nor is it calculated to invite any offer to acquire, purchase or subscribe for any securities.

*This announcement is not, and does not form any part of, an offer or invitation for the sale of securities in the United States (including its territories and dependencies, any State of the United States and the District of Columbia). Neither this announcement nor anything herein nor any copy thereof may be taken into or distributed, directly or indirectly, in or into the United States. The securities mentioned herein have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or any other applicable securities laws of the United States, and may not be offered, sold or otherwise transferred within the United States or to, or for the account or benefit of, U.S. persons unless the securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act or any other applicable securities laws of the United States is available. Any public offering of securities to be made in the United States will be made by means of a prospectus that may be obtained from the Company and will contain detailed information about the Company and management, as well as financial statements. The Company does not intend to make any public offering of securities in the United States.*

TIANQI LITHIUM

Tianqi Lithium Corporation

天齊鋰業股份有限公司

(A joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock Code: 9696)

(1) PLACING OF NEW H SHARES UNDER GENERAL MANDATE; AND (2) CONCURRENT PROPOSED ISSUE OF USD SETTLED ZERO COUPON CONVERTIBLE BONDS DUE 2027 UNDER GENERAL MANDATE

Joint Overall Coordinators, Joint Global Coordinators, Joint Lead Managers, Joint Bookrunners and Placing Agents

Goldman Sachs 高盛

Joint Overall Coordinators, Joint Lead Managers, Joint Bookrunners and Placing Agents

滙豐 HSBC

华泰国际 HUATAI INTERNATIONAL

PLACING OF NEW H SHARES UNDER GENERAL MANDATE

On 3 February 2026 (after trading hours), the Company and the Placing Agents entered into the Placing Agreement pursuant to which the Company agrees to issue the Placing Shares, and the Placing Agents agree, on a several (and not joint nor joint and several) basis, as the agents of the Company, to procure on a best effort basis the Placees to subscribe for the Placing Shares at the Placing Price and on the terms of and subject to the conditions set out in the Placing Agreement. The Placing Shares will be allotted and issued pursuant to the General Mandate.

On the assumption that all Placing Shares are fully placed and subject to completion of the Issue of the Bonds, the aggregate gross proceeds from the Placing and the Bonds are expected to be approximately HK$5,860.7 million, and the aggregate net proceeds from the Placing and the Bonds (after deduction of the commissions and fees payable in connection with Placing and deduction of commission in connection with the Bonds) are expected to be approximately HK$5,828.9 million. The Company intends to use the net proceeds from the Placing and the Bonds for supporting the strategic development of the Company and its Subsidiaries in the lithium sector, including but not limited to capital expenditures required for project development and optimisation, as well as the acquisition of high-quality lithium mine assets, with the remaining balance to be used for replenishing the Company's working capital and for general corporate purposes. For further details, please refer to the paragraph headed "Use of Proceeds" of this announcement.

The Placing Shares represent approximately 39.6% of the existing number of H Shares in issue, being 65,050,000 H Shares, and approximately 4.0% of the number of total issued Shares as at the date of this announcement. The Placing Shares represent approximately 28.4% of the number of issued H Shares and approximately 3.8% of the number of total issued Shares, in each case, as enlarged by the allotment and issue of the Placing Shares (and assuming there is no other change in the issued share capital of the Company from the date of this announcement to the completion of the Placing save for the issue of the Placing Shares). The aggregate nominal value of the Placing Shares under the Placing will be RMB2,601.7mm.

The Placing Agents will place the Placing Shares to not less than six Placees who are independent professional, institutional and/or other investors on a best effort basis, subject to termination in certain events, as set out below under the paragraph headed "Conditions Precedent to the Placing" of this announcement.

The Company shall apply to the Hong Kong Stock Exchange for the listing and permission for trading of the Placing Shares, and shall comply with CSRC Rules and complete the CSRC Filings in connection with the Placing.

As completion of the Placing is subject to the satisfaction of certain conditions precedent and the termination rights of the Placing Agents, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

CONCURRENT PROPOSED ISSUE OF THE BONDS UNDER GENERAL MANDATE

On February 3, 2026 (after trading hours), the Company and the Managers entered into the Subscription Agreement. Subject to the terms and conditions set out in the Subscription Agreement, the Managers have agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds to be issued by the Company in the aggregate principal amount of RMB2,600 million.

The Bonds are convertible, in the circumstances as set out in the Terms and Conditions, into H Shares at an initial Conversion Price of HK$49.56 per H Share (subject to adjustments).

On the assumption that all Placing Shares are fully placed and subject to completion of the issue of the Bonds, the aggregate proceeds from the Placing and the Bonds are expected to be approximately HK$5,860.7 million, and the aggregate net proceeds from the Placing and the Bonds (after deduction of the commissions and fees payable in connection with Placing and deduction of commission in connection with the Bonds) are expected to be approximately HK$5,828.9 million. The Company intends to use the net proceeds from the Placing and the Bonds for supporting the strategic development of the Company and its Subsidiaries in the lithium sector, including but not limited to capital expenditures required for project development and optimisation, as well as the acquisition of high-quality lithium mine assets, with the remaining balance to be used for replenishing the Company's working capital and for general corporate purposes. For further details, please refer to the paragraph headed "Use of Proceeds" of this announcement.

The initial Conversion Price is HK$49.56 per H Share, which represents (i) a premium of approximately 0.1% over the last closing price of HK$49.50 per H Share as quoted on the Hong Kong Stock Exchange on 3 February, 2026 (being the trading day on which the Subscription Agreement was signed) and (ii) a premium of approximately 4.4% over the average closing price of HK$51.84 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days up to and including February 3, 2026.

Assuming full conversion of the Bonds at the initial Conversion Price of HK$49.56 per H Share, the Bonds will be convertible into approximately 59,091,758 H Shares, representing approximately 36.00% of the number of existing issued H Shares and approximately 3.60% of the number of existing issued Shares as at the date of this announcement, and approximately 26.47% of the number of issued H Shares and approximately 3.48% of the number of total issued Shares, in each case, as enlarged by the issue of Conversion Shares upon full conversion of the Bonds. The Conversion Shares will be fully paid up and will in all respects rank pari passu with the H Shares then in issue on the relevant registration date. The Conversion Shares will be allotted and issued by the Company pursuant to the General Mandate. The offering of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval. The Managers have informed the Company that the Bonds will be offered to no less than six independent subscribers (who will be professional investors).

An application will be made to the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Bonds. An application will also be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion Shares to be allotted and issued upon conversion of the Bonds on the Hong Kong Stock Exchange, and the Company shall comply with CSRC Rules and complete the CSRC Filings in connection with the issue of the Bonds.

Completion of the issue and subscription of the Bonds is subject to the satisfaction and/or waiver of the conditions precedent set out in the Subscription Agreement. In addition, the Subscription Agreement may be terminated in certain circumstances as further described below.

As the issue and subscription of the Bonds under the Subscription Agreement may or may not proceed to completion, and the Bonds and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

A. PLACING OF NEW H SHARES UNDER GENERAL MANDATE

On 3 February 2026 (after trading hours), the Company and the Placing Agents entered into the Placing Agreement. The principal terms of the Placing Agreement are set out below.

THE PLACING AGREEMENT

Date

3 February 2026 (after trading hours)

Parties to the Placing Agreement

(1) The Company; and

(2) The Placing Agents.

Placing Shares

65,050,000 new H Shares with nominal value of RMB1.00 each in the registered capital of the Company will be issued by the Company pursuant to the terms and subject to the conditions set out in the Placing Agreement.

The Placing Shares represent approximately 39.64% of the existing number of H Shares in issue, being 65,050,000 H Shares, and approximately 3.96% of the number of total issued Shares as at the date of this announcement. The Placing Shares represent approximately 28.38% of the number of issued H Shares and approximately 3.81% of the number of total issued Shares, in each case, as enlarged by the allotment and issue of the Placing Shares (and assuming there is no other change in the issued share capital of the Company from the date of this announcement to the completion of the Placing save for the issue of the Placing Shares). The aggregate nominal value of the Placing Shares under the Placing will be RMB2,601.7mm.

The Placing

The Company agrees to issue the Placing Shares, and the Placing Agents agree, on a several (not joint and not joint and several) basis, as the agents of the Company, to procure on a best effort basis the Placees to subscribe for the Placing Shares at the Placing Price and on the terms and subject to the conditions set out in the Placing Agreement.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Placing Agents are Independent Third Parties.

The Placees

The Placing Agents will place the Placing Shares to not less than six Placees who are independent professional, institutional and/or other investors on a best effort basis.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Placees to be procured by the Placing Agents and their respective ultimate beneficial owners are or will be, as the case may be, Independent Third Parties.

Placing Price

The Placing Price of HK$45.05 per Placing Share represents:

(a) a discount of approximately 9.0% to the closing price of HK$49.50 per H Share as quoted on the Hong Kong Stock Exchange on February 3, 2026, being the Last Trading Day and the date on which the Placing Price was fixed;

(b) a discount of approximately 15.6% to the average closing price of HK$53.39 per H Share as quoted on the Hong Kong Stock Exchange for the last 5 consecutive trading days up to and including February 2, 2026; and

(c) a discount of approximately 18.0% to the average closing price of HK$54.93 per H Share as quoted on the Hong Kong Stock Exchange for the last 10 consecutive trading days up to and including February 2, 2026.

The aggregate net proceeds (after deduction of the commissions and fees payable in connection with Placing) from the Placing are expected to be approximately HK$[•] million. The net price (after deduction of the commissions and fees payable in connection with the Placing) raised per H Share upon completion of the Placing will be approximately HK$[•]. The Placing Price has been negotiated and arrived at on an arm's length basis and by reference to the market conditions and the prevailing market price of the H Shares. The Directors are of the opinion that the Placing Price is fair and reasonable and is in the best interests of the Company and the Shareholders as a whole.

Ranking of the Placing Shares

The Placing Shares, when allotted, issued and fully paid, will rank pari passu in all respects with the other H Shares in issue or to be issued on or prior to the Placing Closing Date, including the right to receive all dividends or other distributions declared, made or paid on or after the Placing Closing Date, and will be free from all pledges, liens, charges and encumbrances, equities, security interests or other claims.

Lock-up

The Company has undertaken to the Placing Agents that, for a period beginning on the date of the Placing Agreement and ending on the date which is 90 days after the Placing Closing Date, it shall not, without the prior written consent of the Placing Agents, (i) effect or arrange or procure placement of, allot or issue or transfer out of treasury or offer to allot or issue or transfer out of treasury or grant any option, right or warrant to subscribe for, or enter into any transaction which is designed to, or might reasonably be expected to, result in any of the aforesaid (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), directly or indirectly, any equity securities of the Company or any securities convertible into, or exercisable, or exchangeable for, equity securities of the Company, or (ii) enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of such Shares, whether any such transaction described in (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise, or (iii) publicly announce an intention to effect any such transaction. The foregoing shall not apply to (i) the issue of the Placing Shares under the Placing Agreement; or (ii) the proposed issuance of Bonds and any corresponding issue and allotment of Conversion Shares upon conversion; and (iii) the issue of any H Shares, or rights or options which may be granted to subscribe for or acquire H Shares under the H Shares restricted share scheme of the Company approved by the Shareholders of the Company at the extraordinary general meeting held on 30 December 2024.

Conditions Precedent to the Placing

The completion of the Placing is conditional upon the fulfilment or waiver by each of the Placing Agents respectively in its sole discretion in accordance with the Placing Agreement of the following conditions (the "**Conditions**"):

(a) the Listing Committee granting listing of and permission to deal in the Placing Shares (the "**Listing Approval**") and such listing and permission not subsequently revoked prior to the deposit of the Placing Shares in CCASS in accordance with the terms of the Placing Agreement;

(b) the Placing Agents having received on the Placing Closing Date the final draft or substantially complete draft of the CSRC Filings and (where applicable) the verification opinion of counsel for the Placing Agents as to the PRC laws, in relation to the CSRC Filings, together with the opinion of counsel for the Company as to the PRC laws, in relation thereto, such drafts and opinions to be in form and substance reasonably satisfactory to the Placing Agents;

(c) the Placing Agents having received on the Placing Closing Date an opinion of counsel for the Placing Agents as to the PRC laws relating to such matters as the Placing Agents shall reasonably request, such opinion to be in form and substance reasonably satisfactory to the Placing Agents;

(d) the Placing Agents having received on the Placing Closing Date an opinion of the counsel for the Placing Agents as to U.S. laws, to the effect that the offer and sale of the Placing Shares by the Placing Agents as set forth in the Placing Agreement are not required to be registered under the Securities Act, and such other matters as the Placing Agents shall reasonably request, such opinion to be in form and substance reasonably satisfactory to the Placing Agents;

(e) before the completion of the Placing, there shall not have occurred:

  (i) any change (nor any development or event involving a prospective change), in the financial condition, prospects, results of operations or business of the Company or of the Group as a whole, which, in the opinion of the Placing Agents, is material and adverse in the context of the issue of the Placing Shares; or

  (ii) any suspension or limitation of trading (a) in any of the Company's securities by the Hong Kong Stock Exchange or the Shenzhen Stock Exchange (except for any trading halt or suspension in relation to the issuance of Convertible Bonds or the Placing), or (b) in any securities generally on the Hong Kong Stock Exchange, the Shenzhen Stock Exchange, the Singapore Stock Exchange, the London Stock Exchange and/or the New York Stock Exchange; or

  (iii) any outbreak or escalation of hostilities, act of terrorism, the declaration by Hong Kong, the PRC, Singapore, the United States, the United Kingdom or any member of the European Economic Area (the "**EEA**") of a national emergency or war or other calamity or crisis; or

  (iv) any material disruption in commercial banking or securities settlement or clearance services in Hong Kong, the PRC, Singapore, the United States, the United Kingdom or any member of the EEA and/or a general moratorium on commercial banking activities having been declared by the relevant authorities in Hong Kong, the PRC, Singapore, the United States, the United Kingdom or any member of the EEA; or

(v) any material adverse change or development involving a prospective material adverse change in or affecting the financial markets in Hong Kong, the PRC, Singapore, the United States, the United Kingdom or any member of the EEA or in international financial, political or economic conditions, currency exchange rates, exchange controls or taxation,

that, upon prior consultation with the Company and in the sole judgment of the Managers would make the placement of the Placing Shares or the enforcement of contracts to purchase the Placing Shares impracticable or inadvisable, or would materially prejudice trading of the Placing Shares in the secondary market;

(f) the representations and warranties made by the Company pursuant to the Placing Agreement being true and accurate and not misleading as of the date of the Placing Agreement and the Placing Closing Date; and

(g) the Company having complied with all of the agreements and undertakings and satisfied all of the conditions on its part to be complied with or satisfied under the Placing Agreement on or before the Placing Closing Date.

The Company shall use its reasonable endeavours to procure the fulfilment of the Conditions (except for the conditions set out in items (c), (d) and (e)(ii)-(v) above) on or before the Placing Closing Date. The Placing Agents in their sole discretion may waive any of the Conditions (except for the conditions set out in items (a) and (b) above), in whole or in part and with or without conditions, by notice to the Company. The Company shall, as soon as reasonably practicable, apply to the Hong Kong Stock Exchange for the granting of Listing Approval after the signing of the Placing Agreement and the Company shall promptly inform the Placing Agents of the Listing Approval following its receipt. The Company shall furnish such information, supply such documents, pay such fees and do all such acts and things as may reasonably be required by the Placing Agents, the Hong Kong Stock Exchange and/or the Securities and Futures Commission of Hong Kong in connection with the fulfilment of the Conditions. The Placing Agents shall submit to the Hong Kong Stock Exchange in the prescribed form a list of the placees procured by it under the Placing.

In the event that (i) any of the events set out in item (e) above occurs at any time between the date of the Placing Agreement and the Placing Closing Date, or (ii) the Company does not deliver the Placing Shares on the Placing Closing Date, or (iii) any of Conditions has not been satisfied or waived in writing at or prior to 8:00 a.m. (Hong Kong time) on the fifth business day after the date of the Placing Agreement, or such later date as may be agreed among the Company and the Placing Agents in writing, each of the Placing Agents may elect, to terminate the Placing Agreement forthwith, provided that certain clauses of the Placing Agreement shall survive such termination and remain in full force and effect, and provided further that if the Company shall have delivered some but not all of the Placing Shares on the Placing Closing Date, each Placing Agent shall have the option to effect the Placing with respect to such Placing Shares as have been delivered, but such partial Placing shall not relieve the Company from liability for its default with respect to the Placing Shares not delivered.

Completion of the Placing

Subject to fulfilment (or waiver, as the case may be) of the conditions mentioned above, the completion of the Placing shall take place on the Placing Closing Date.

As completion of the Placing is subject to the satisfaction of certain conditions precedent and the termination rights of the Placing Agents, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

CSRC FILINGS

The Company shall comply with CSRC Rules and complete the CSRC Filings in connection with the Placing in accordance with applicable laws and regulations.

APPLICATION FOR LISTING OF THE PLACING SHARES

Application will be made to the Listing Committee for the listing of, and permission to deal in, the Placing Shares on the Hong Kong Stock Exchange.

B. CONCURRENT PROPOSED ISSUE OF THE BONDS UNDER GENERAL MANDATE

On [•], 2026 (after trading hours), the Company and the Managers entered into the Subscription Agreement. Subject to the terms and conditions set out in the Subscription Agreement, the Managers have agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds to be issued by the Company in the aggregate principal amount of RMB2,600 million.

SUBSCRIPTION AGREEMENT

Date: February 3, 2026

Parties: (1) The Company as issuer; and

(2) The Managers.

Subscription: The Company has agreed to issue to the Managers or as they may direct, and the Managers have severally and not jointly agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds, on the Closing Date.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Managers are Independent Third Parties.

Listing: An application will be made to the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Bonds. An application will also be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

Conditions Precedent to the Subscription:

The obligations of the Managers to subscribe and pay for the Bonds are conditional on:

(1) **Other Contracts:** the execution and delivery (on or before the Closing Date) of the Contracts, each in a form satisfactory to the Managers, by the respective parties;

(2) **Due Diligence:** the Managers being satisfied with the results of their due diligence investigations with respect to the Company and its Subsidiaries;

(3) **Compliance:** at the Closing Date:

(i) the representations and warranties of the Company in the Subscription Agreement being true and accurate at, and as if made on such date;

(ii) the Company having performed all of its obligations under the Subscription Agreement to be performed on or before such date; and

(iii) there having been delivered to the Managers a certificate in the form scheduled to the Subscription Agreement, dated as of such date, of a duly authorised officer of the Company to such effect;

(4) **Material Adverse Change:** after the date of the Subscription Agreement up to and at the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change) in the financial condition, prospects, results of operations or business of the Company or of the Group as a whole, which, in the opinion of the Managers, is material and adverse in the context of the issue and offering of the Bonds;

(5) **Other consents:** on or prior to the Closing Date there shall have been delivered to the Managers copies of all resolutions, authorisations, filings, registrations, consents and approvals required in relation to the issue of the Bonds and the performance by the Company of its obligations under the Contracts;

(6) **Listing:** the Hong Kong Stock Exchange having agreed to list the Conversion Shares upon conversion of the Bonds, or, the Managers being reasonably satisfied that such listing will be granted;

(7) **Legal Opinions:** on or before the Closing Date, there having been delivered to the Managers opinions, in form and substance satisfactory to the Managers, dated the Closing Date, as the case may be, of legal advisers to the Managers and the Trustee as to Hong Kong law and English law, legal advisers to the Company as to PRC law and legal advisers to the Managers as to PRC law; and

(8) **CSRC Filing:** on or prior to the Closing Date, the agreed and final or substantially complete drafts of the following documents in relation to the CSRC Filings, in form and substance satisfactory to the Managers, having been delivered to the Managers:

(i) the CSRC Filing Report (including the letter of undertaking from the Company);

(ii) legal opinions of the legal advisers to the Company as to PRC law, to be submitted to the CSRC (including the letter of undertaking from such legal advisers); and

(iii) any other CSRC Filings required by the CSRC.

The Managers may, at their discretion and upon such terms as they think fit, waive compliance with the whole or any part of the above conditions precedents (other than the conditions precedent (1) above)

As at the date of this announcement, certain of the above conditions precedents to the completion of the Subscription Agreement are yet to be satisfied and/or waived (as the case may be). It is the intention of the Company to satisfy or procure the satisfaction of all of the above conditions precedents by the Closing Date.

Terminations:

The Managers may, by notice to the Company given at any time prior to payment of the net subscription monies for the Bonds to the Company, terminate the Subscription Agreement in any of the following circumstances:

(i) if there shall have come to the notice of the Managers any breach of, or any event rendering untrue or inaccurate in any respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform, or breach of any of the Company' s undertakings or agreements in the Subscription Agreement;

(ii) if any of the above conditions precedents has not been satisfied or waived by the Managers on or prior to the Closing Date;

(iii) if, on or prior to the Closing Date:

(a) in the opinion of the Managers, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or foreign exchange controls such as would in its view, be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market; or

(b) in the opinion of the Managers, there shall have occurred any of the following events such as would in their views be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the second market: (A) a suspension or a material limitation in trading in securities generally on Shenzhen Stock Exchange, the Singapore Exchange Securities Trading Limited, the New York Stock Exchange, the London Stock Exchange plc, the Hong Kong Stock Exchange, Vienna MTF operated by the Vienna Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (B) a general moratorium on commercial banking activities in the United States, the PRC, Hong Kong, Singapore, the European Union (or any member thereof) and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, Hong Kong, Singapore, the European Union (or any member thereof) or the United Kingdom; or (C) a change or development involving a prospective change in taxation affecting the Company, the Bonds and the H Shares to be issued upon conversion of the Bonds or the transfer thereof; or

(c) in the opinion of the Managers, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in their view be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market.

Lock-up Undertakings: Neither the Company nor any person acting on its behalf will, in any such case without the prior written consent of the Managers between the date of the Subscription Agreement and the date which is 90 days after the Closing Date (both dates inclusive):

(a) issue, offer, sell, pledge, encumber, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them;

(b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares;

(c) enter into any transaction with the same economic effect as, or which is designed to, or which may be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a) (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise; or

(d) announce or otherwise make public an intention to do any of the foregoing,

except for (i) the Bonds and the Conversion Shares issued on conversion of the Bonds, (ii) any Shares or other securities (including rights or options) which are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of employees (including directors) of the Company or any of its Subsidiaries pursuant to any employee share scheme or plan existing as at the date of the Subscription Agreement or (iii) the issuance of the new H Shares to be placed pursuant to the Placing Agreement.

For the purposes of this section, "**Shares**" means (i) ordinary shares with a nominal value of RMB1.00 issued by the Company to investors which are traded in Hong Kong dollars on the Hong Kong Stock Exchange; (ii) ordinary shares with a par value of RMB1.00 each issued by the Company and which are traded in Renminbi on the Shenzhen Stock Exchange and (iii) any other fully-paid and non-assessable shares of any class or classes of the ordinary shares of the Company authorised after the date of the Subscription Agreement which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company.

PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds are summarised as follows:

Issuer:	Tianqi Lithium Corporation
Bonds:	RMB2,600 million in aggregate principal amount of U.S. dollar settled zero coupon convertible bonds due 2027
Maturity Date:	February 9, 2027
Issue Price:	100.5% of the principal amount of the Bonds
Interest:	The Bonds are zero coupon and do not bear interest.
Status:	The Bonds constitute direct, unsubordinated, unconditional and (subject to the negative pledge set out in the Terms and Conditions) unsecured obligations of the Company and shall at all times rank pari passu and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the negative pledge of the Terms and Conditions, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations.
Form and Denomination:	The Bonds are issued in registered form in the specified denomination of RMB2,000,000 each and integral multiples of RMB1,000,000 in excess thereof (each, an "**Authorised Denomination**").
Conversion Right:	Subject to and upon compliance with the Terms and Conditions, Bondholders have the right to convert their Bonds into Conversion Shares. The number of Conversion Shares will be determined by dividing the principal amount of the Bonds to be converted (translated into HK dollars at the fixed rate of RMB0.8878 = HKD1.00) by the Conversion Price in effect on the conversion date.
Conversion Period:	Subject to and upon compliance with the Terms and Conditions, the Conversion Right attaching to any Bond may be exercised, at the option of the holder thereof, at any time on or after the Closing Date up to the close of business (at the place where the certificate evidencing such Bond is deposited for conversion) on the date falling seven working days prior to the Maturity Date (both days inclusive) or if such Bond shall have been called for redemption by the Company before the Maturity Date, then up to and including the close of business (at the place aforesaid) on a date no later than seven working days (at the place aforesaid) prior to the date fixed for redemption thereof.

Conversion Price:

The price at which H Shares will be issued upon conversion will initially be HK$49.56 per H Share but will be subject to adjustment in certain circumstances.

The conversion price will be subject to adjustments upon the occurrence of certain prescribed events, namely: (i) consolidation, subdivision or re-classification of H Shares; (ii) capitalisation of profits or reserves; (iii) capital distributions to the holders of H Shares; (iv) rights issues of ordinary shares or options over ordinary shares at a consideration less than 95% of the current market price per H Share; (v) rights issues of other securities; (vi) issues at less than 95% of the current market price per H Share; (vii) other issues of securities upon conversion, exchange or subscription at a consideration at less than 95% of the current market price per H Share; (viii) modification of rights of conversion etc. at less than 95% of the current market price per H Share; (ix) other offers to ordinary shareholders; (x) other events as the Company determines, in its sole discretion, where an adjustment should be made to the Conversion Price; or (xi) further classes of ordinary Shares in the event that the Company has more than two classes of ordinary Shares outstanding at any time, as further described in the Terms and Conditions.

If a Change of Control shall have occurred, the Company shall give notice of that fact to the Bondholders (the "**Change of Control Notice**") and to the Trustee and the agents in writing within 14 days after it becomes aware of such Change of Control. Following the giving of a Change of Control Notice, upon any exercise of Conversion Rights such that the relevant conversion date falls within the period of 30 days following the later of (i) the occurrence of the relevant Change of Control and (ii) the date on which the Change of Control Notice is given to Bondholders (such period, the "**Change of Control Conversion Period**"), the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP=OCP/(1+(CP\times c/t))$$

Where:

NCP = the Conversion Price after such adjustment;

OCP = the Conversion Price before such adjustment. For the avoidance of doubt, OCP for the purposes of this adjustment provision shall be the Conversion Price applicable on the relevant conversion date in respect of any conversion pursuant to this adjustment provision;

Conversion Premium ("**CP**") = 10.0% expressed as a fraction;

c = the number of days from and including the first day of the Change of Control Conversion Period to but excluding the Maturity Date; and

t = the number of days from and including the Closing Date to but excluding the Maturity Date.

No adjustment will be made to the Conversion Price when ordinary shares or other securities (including rights or options) are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of, employees (including directors) of the Company or any of its Subsidiaries pursuant to any employee share scheme or plan (and which employee share scheme or plan is in compliance with, if applicable, the Listing Rules or, if applicable, the Stock Listing Rules of the Shenzhen Stock Exchange or, if relevant, the listing rules of the Alternative Stock Exchange) unless any issue or grant of share scheme options (which, but for this section, would have required adjustment pursuant to the Terms and Conditions) would result in the total number of ordinary shares which may be issued upon exercise of all share scheme options granted during the 12-month period up to and including the date of such issue or grant representing, in aggregate, more than one per cent. of the average of the issued and outstanding ordinary shares during such 12-month period. For the avoidance of doubt, any ordinary shares issued in excess thereof, and only such ordinary shares issued in excess thereof, shall be subject to adjustment to the conversion price and taken into account in determining such adjustment as set out in the Terms and Conditions).

Ranking of Conversion Shares:

The Conversion Shares will be fully paid up and will in all respects rank *pari passu* with, and within the same class as, the H Shares in issue on the relevant registration date except for any right excluded by mandatory provisions of applicable law.

Redemption at Maturity:

Unless previously redeemed, converted or purchased and cancelled, the Company will redeem each Bond at the U.S. Dollar equivalent of its outstanding principal amount on the Maturity Date.

Redemption at the Option of the Company:

The Company may, having given not less than 30 nor more than 60 days' notice to the Bondholders, the Trustee and the Principal Agent (which notice will be irrevocable), redeem all but not some only of the Bonds at the U.S. Dollar Equivalent of their principal amount:

(i) at any time after August 11, 2026 (being six months after the Closing Date) but prior to the Maturity Date, provided that no such redemption may be made unless the closing price of an H Share (translated into Renminbi at the Prevailing Rate (as defined below)) for any 20 H Share Stock Exchange Business Days within a period of 30 consecutive H Share Stock Exchange Business Days, the last of such H Share Stock Exchange Business Day shall occur not more than 10 days prior to the date upon which notice of such redemption is given, was, for each such 20 H Share Stock Exchange Business Days, at least 130 per cent. of the Conversion Price (translated into Renminbi at the Fixed Exchange Rate); or

(ii) if at any time the aggregate principal amount of the Bonds outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any further Bonds issued pursuant to the Terms and Conditions).

"**Prevailing Rate**" means, in respect of any currency on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at or about 12:00 noon (Hong Kong time) on that date as appearing on or derived from the Relevant Page or, if such a rate cannot be determined at such time, the rate prevailing as at or about 12:00 noon (Hong Kong time) on the immediately preceding day on which such rate can be so determined, provided that in the case of any cash capital distribution in respect of the H Shares, the "Prevailing Rate" shall be deemed to be the average benchmark exchange rate between RMB and HK$, calculated in the manner as announced by the Company on the Hong Kong Stock Exchange from time to time.

Redemption for Taxation Reasons:

At any time the Company may, having given not less than 30 nor more than 60 days' notice to the Trustee, the Principal Agent and the Bondholders (which notice shall be irrevocable) redeem all but not some only of the Bonds at the U.S. Dollar Equivalent of their principal amount (the "**Tax Redemption Date**"), as at the date fixed for redemption, if the Company satisfies the Trustee immediately prior to the giving of such notice that (i) the Company has or will become obliged to pay additional tax amounts as provided or referred to in the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of the PRC or Hong Kong or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after February 3, 2026, and (ii) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such additional tax amounts were a payment in respect of the Bonds then due.

If the Company gives a notice of redemption pursuant to the Terms and Conditions, each Bondholder will have the right to elect that his Bond(s) shall not be redeemed. Upon a Bondholder electing not to have his bond(s) redeemed in such circumstances, no additional tax amount shall be payable by the Company in respect thereof pursuant to the Terms and Conditions and any payments due after the relevant Tax Redemption Date, shall be subject to the deduction or withholding of the taxation required to be withheld or deducted by the government of the PRC or Hong Kong or, in each case, any political subdivision or any authority thereof or therein having power to tax. For the avoidance of doubt, any additional tax amounts which had been payable in respect of the Bonds as a result of the laws or regulations of the government of the PRC or Hong Kong or, in each case, any authority thereof or therein having power to tax prior to February 3, 2026, will continue to be payable to such Bondholders.

Redemption for Relevant Events:

Following the occurrence of a relevant event, being:

(a) a Change of Control;

(b) a delisting, when the H Shares cease to be listed or admitted to trading on the Hong Kong Stock Exchange or the Alternative Stock Exchange (as the case may be); or

(c) a H Share suspension in trading, when the suspension in trading of the H Shares for a period of 45 consecutive H Share Stock Exchange Business Days;

the holder of each Bond will have the right at such holder's option, to require the Company to redeem all or some only of such holder's Bonds on the Relevant Event Put Date (as defined below) at the U.S. Dollar Equivalent of their principal amount as at the Relevant Event Put Date.

The "**Relevant Event Put Date**" shall be the fourteenth day after the expiry of such period of 30 days following a relevant event, or, if later, 30 days following the date upon which notice thereof is given to Bondholders by the Company in accordance with the Terms and Conditions. A Bond may not be redeemed unless the principal amount of such Bond to be redeemed and (where not all of the Bonds held by a holder are being redeemed) the principal amount of the balance of such Bond not being redeemed are equal to an Authorised Denomination.

Negative Pledge: So long as any Bond remains outstanding (as defined in the Trust Deed), the Company shall not, and the Company shall procure that none of its Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness outside the PRC or guarantee of Relevant Indebtedness outside the PRC without at the same time or prior thereto (a) securing the Bonds equally and rateably therewith to the satisfaction of the Trustee or (b) providing such other security for the Bonds as may be approved by an Extraordinary Resolution (as defined in the Trust Deed) of Bondholders.

CONVERSION PRICE AND CONVERSION SHARES

The initial Conversion Price is HK$49.56 per H Share (subject to adjustments), which represents:

(a) a premium of approximately 0.1% over the closing price of HK$49.50 per H Share as quoted on the Hong Kong Stock Exchange on February 3, 2026 (being the day on which the Subscription Agreement was entered into); and

(b) a premium of approximately 4.4% over the average closing price of HK$51.84 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days up to and including 3 February, 2026.

The Conversion Price was determined with reference to the Placing Price and the Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Company and the Managers after a book-building exercise. The Directors consider that the Conversion Price is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

The Bonds may be converted into Conversion Shares pursuant to the Terms and Conditions. Assuming full conversion of the Bonds at the initial Conversion Price of HK$49.56 per H Share and no further Shares are issued, the Bonds will be convertible into approximately 59,091,758 Conversion Shares, representing approximately 36.00% of the number of existing issued H Shares and approximately 3.60% of the existing issued Shares as at the date of this announcement and approximately 26.47% of the number of issued H Shares and approximately 3.48% of the number of issued total Shares, in each case, as enlarged by the issue of the Conversion Shares upon the full conversion of the Bonds.

THE SUBSCRIBERS

The Managers have informed the Company that the Bonds will be offered to no less than six independent subscribers (who will be professional investors).

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the subscribers and their respective ultimate beneficial owners are or will be, as the case may be, Independent Third Parties.

Completion of the issue and subscription of the Bonds is subject to the satisfaction and/or waiver of the conditions precedent set out in the Subscription Agreement. In addition, the Subscription Agreement may be terminated in certain circumstances as further described below.

As the issue and subscription of the Bonds under the Subscription Agreement may or may not proceed to completion, and the Bonds and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

CSRC FILINGS

The Company shall comply with CSRC Rules and complete the CSRC Filings in connection with the issue of the Bonds.

APPLICATION FOR LISTING

An application will be made to the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Bonds. An application will also be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

C. GENERAL

EFFECTS ON SHAREHOLDING STRUCTURE AS A RESULT OF (I) THE PLACING; AND (II) THE CONVERSION OF THE BONDS

As at the date of this announcement, the number of the total issued Shares of the Company is 1,641,194,983 Shares, comprising 1,477,072,783 A Shares and 164,122,200 H Shares.

The table below sets out a summary of the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately upon the completion of the Placing (assuming there is no change in the number of issued Shares from the date of this announcement up to the Placing Closing Date) but before conversion of the Bonds; (iii) after the issue and allotment of the Conversion Shares assuming the Bonds are fully converted into H Shares (subject to adjustments) at the initial Conversion Price of HK$[•] per H Share; and (iv) after the completion of the Placing and the issue and allotment of the Conversion Shares assuming the Bonds are fully converted into H Shares (subject to adjustments) at the initial Conversion Price of HK$[•] per H Share, on the assumption that: (a) there will be no other change to the share capital of the Company between the date of this announcement and the completion of the Placing and the conversion of the Bonds in full save for the issue of the Placing Shares and the issue and allotment of the Conversion Shares as a result of the conversion of the Bonds in full; (b) the placees do not and will not hold any Shares other than the Placing Shares; and (c) the Bondholders do not and will not hold any Shares other than the Conversion Shares as a result of the conversion of the Bonds in full.

Shareholder *(Note 1)*		As at the date of this announcement		Immediately after the completion of the Placing but before the conversion of the Bonds		Upon full conversion of the Bonds at the initial Conversion Price of HK$[•] per H Share		Immediately after the completion of the Placing and the issue and allotment of the Conversion Shares assuming the Bonds are fully converted into H Shares (subject to adjustments) at the initial Conversion Price of HK$[•] per H Share	
	Class of Shares	*Number of Shares*	*Approximate percentage of the total issued Shares (%)*	*Number of Shares*	*Approximate percentage of the total issued Shares (%)*	*Number of Shares*	*Approximate percentage of the total issued Shares (%)*	*Number of Shares*	*Approximate percentage of the total issued Shares (%)*
Chengdu Tianqi Industrial (Group) Co., Limited (成都天齊實業(集團)有限公司，"**Tianqi Group Company**") [(1)]	A Shares	416,316,432	25.37%	416,316,432	24.40%	416,316,432	24.49%	416,316,432	23.58%
Ms. Zhang Jing [(2)]	A Shares	68,679,877	4.18%	68,679,877	4.03%	68,679,877	4.04%	68,679,877	3.89%
Mr. Ha, Frank Chun Shing	A Shares	82,664	0.01%	82,664	0.00%	82,664	0.00%	82,664	0.00%
Other holders of A Shares	A Shares	991,993,810	60.44%	991,993,810	58.14%	991,993,810	58.34%	991,993,810	56.19%
Other holders of H Shares	H Shares	164,122,200	10.00%	164,122,200	9.62%	164,122,200	9.65%	164,122,200	9.30%
Placees	H Shares	–	0.00%	65,050,000	3.81%	–	0.00%	65,050,000	3.68%
Bondholders	H Shares	–	0.00%			59,091,757	3.48%	59,091,757	3.35%
Total issued Shares		**1,641,194,983**	**100.00%**	**1,706,244,983**	**100.00%**	**1,700,286,740**	**100.00%**	**1,765,336,740**	**100.00%**

(1) Tianqi Group Company, which is owned as to 90% by Mr. Jiang Weiping and 10% by Ms. Zhang Jing, holds 416,316,432 A Shares. By virtue of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), Mr. Jiang Weiping is deemed to be interested in all of the Shares held by Tianqi Group Company.

(2) Mr. Jiang Weiping and his spouse, Ms. Zhang Jing, are deemed to be interested in the Shares held by each other under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

As at the date of the announcement, except for the Bonds, the Company does not have any outstanding options, convertible bonds, warrants or other similar securities which are convertible into Shares.

Based on the information available to the Company and to the best knowledge of the Directors, the Company will maintain sufficient public float upon completion of the Placing and the full conversion of the Bonds.

REASONS FOR AND BENEFITS OF THE PLACING AND THE ISSUE OF THE BONDS

The Board considers the Placing and the issue of the Bonds represents an opportunity to optimize the capital structure and diversify funding sources of the Group, improving the liquidity position and reducing the financing costs of the Company. The net proceeds from the Placing and the Bonds are intended to be entirely applied towards supporting the strategic development of the Company and its Subsidiaries in the lithium sector, including but not limited to capital expenditures required for project development and optimisation, as well as the acquisition of high-quality lithium mine assets, with the remaining balance to be used for replenishing the Company's working capital and for general corporate purposes.

The Board also considers that the Placing Agreement and the Subscription Agreement are on fair and reasonable terms and in the interests of the Company and the Shareholders as a whole, and that the Placing Agreement and Subscription Agreement are entered into upon normal commercial terms following arm's length negotiations amongst the parties.

USE OF PROCEEDS

On the assumption that all Placing Shares are fully placed and subject to completion of the issue of the Bonds, the aggregate proceeds from the Placing and the Bonds are expected to be approximately HK$5,860.7 million, and the aggregate net proceeds from the Placing and the Bonds (after deduction of the commissions and fees payable in connection with Placing and deduction of commission in connection with the Bonds) are expected to be approximately HK$5,828.9 million. The Company intends to use its net proceeds from the Placing and the issuance of the Bonds for supporting the strategic development of the Company and its Subsidiaries in the lithium sector, including but not limited to capital expenditures required for project development and optimisation, as well as the acquisition of high-quality lithium mine assets, with the remaining balance to be used for replenishing the Company's working capital and for general corporate purposes.

GENERAL MANDATE FOR THE PLACING AND THE ISSUE AND ALLOTMENT OF THE PLACING SHARES, AND THE ISSUE OF THE BONDS AND THE CONVERSION SHARES

The General Mandate was granted to the Board by resolution of the Shareholders passed at the AGM held on 21 May, 2025 under which, among other things, the Board may allot and issue up to 328,244,316 new H Shares (representing 20% of the total issued Shares as at the date of the AGM). As at the date of this announcement and immediately prior to the entering into of the Placing Agreement and the Subscription Agreement, the Company has not issued any Shares under the General Mandate. The Placing Shares to be issued and the Conversion Shares to be issued upon the conversion of the Bonds will be allotted and issued pursuant to the General Mandate. The Placing and the Subscription are not subject to the approval of the Shareholders.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

Save for the proposed issuance of Placing Shares and the proposed issuance of the Bonds as disclosed in this announcement, the Company has not undertaken any equity fund raising exercise over the period of twelve months prior to the date of this announcement.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions have the following meanings:

"AGM"	the annual general meeting of the Company held on 21 May 2025;
"A Share(s)"	the domestically listed share(s) in the ordinary share capital of the Company with a par value of RMB1.00 each, listed on the Shenzhen Stock Exchange, and traded in RMB;
"Agency Agreement"	the paying, conversion and transfer agency agreement (as amended and/or supplemented from time to time) between the Company, the Trustee, The Hongkong and Shanghai Banking Corporation Limited as principal paying agent, principal conversion agent and principal transfer agent (the "**Principal Agent**"), which expression shall include any successor appointed from time to time in connection with the Bonds, to be dated on or about the Closing Date;
"Alternative Stock Exchange"	at any time, in the case of the H Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, the principal stock exchange or securities market on which such H Shares are then listed or quoted or dealt in;
"Board"	the board of Directors of the Company;
"Bondholder(s)"	holder(s) of the Bond(s) from time to time;

"Bond(s)"	the RMB2,600 million in aggregate principal amount of U.S. dollar settled zero coupon convertible bonds due 2027 convertible at the option of the holder thereof into fully paid ordinary H Shares at the initial Conversion Price of HK$49.56 per H Share;
"CCASS"	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited;
"Change of Control"	a "Change of Control" occurs when: (a) the Controlling Persons cease to, directly or indirectly, have the ownership, acquisition or control of 20% of the voting rights of the issued share capital of the Company; or (b) any person or group of persons acting together acquires or has ownership or control, directly or indirectly, of voting rights of the issued share capital of the Company greater than those owned or controlled, directly or indirectly, by the Controlling Persons.
"Controlling Persons"	means Mr. JIANG Weiping (蔣衛平), Ms. ZHANG Jing (張靜) and Ms. JIANG Anqi (蔣安琪);
"Closing Date"	February 11, 2026, or such later date, not being later than 14 days after February 11, 2026, as the Company and the Managers may agree;
"Company"	Tianqi Lithium Corporation (天齊鋰業股份有限公司), a joint stock limited company incorporated in the PRC with limited liability, the A Shares and H Shares of which are listed on the Shenzhen Stock Exchange (stock code: 002466) and the Hong Kong Stock Exchange (stock code: 9696);
"Conversion Price"	the price per Conversion Share (subject to adjustments) at which the Bonds may be converted into H Shares;
"Conversion Right"	the right of a Bondholder to convert any Bond into H Shares;
"Conversion Share(s)"	the H Share(s) to be issued upon conversion of the Bonds pursuant to the Trust Deed and the Terms and Conditions;
"CSRC"	China Securities Regulatory Commission;
"CSRC Archive Rules"	the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC on February 24, 2023 (as amended, supplemented or otherwise modified from time to time);

"CSRC Filing Report(s)"	the filing report(s) of the Company in relation to the Placing, the issuance of the Bonds, any transactions contemplated by the Placing Agreement and/or the Subscription Agreement (as case may be), including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC, pursuant to the CSRC Filing Rules;
"CSRC Filing Rules"	the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;
"CSRC Filings"	any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Placing and the issuance of the Bonds pursuant to the CSRC Filing Rules and other applicable laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);
"CSRC Rules"	the CSRC Filing Rules and the CSRC Archive Rules;
"Director(s)"	the director(s) of the Company;
"Fixed Exchange Rate"	HK$1.00 equals to RMB0.8878;
"General Mandate"	the general mandate granted by the special resolution passed at the AGM to the Board to issue H Shares authorised by the Shareholders at the AGM;
"Group"	the Company and its subsidiaries taken as whole and the expression "member of the Group" shall be construed accordingly;
"H Share(s)"	ordinary foreign shares with a par value of RMB1.00 each in the share capital of the Company which are listed on the Hong Kong Stock Exchange and traded in HK$;
"H Share Stock Exchange Business Day(s)"	any day (other than a Saturday or Sunday) on which the Hong Kong Stock Exchange or the Alternative Stock Exchange (as the case may be) is open for the business of dealing in securities;
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"Hong Kong Stock Exchange"	The Stock Exchange of Hong Kong Limited;

"Independent Third Party(ies)"	an individual(s) or a company(ies) who or which, as far as the Directors are aware after having made all reasonable enquiries, is/are not a connected person(s) of the Company within the meaning of the Listing Rules;
"Last Trading Day"	3 February 2026, being the last trading day prior to the signing of the Placing Agreement, which took place after trading hours;
"Listing Committee"	the Listing Committee of the Hong Kong Stock Exchange;
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
"Managers" or "Placing Agents"	Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited and Huatai Financial Holdings (Hong Kong) Limited;
"Maturity Date"	February 9, 2027;
"Person"	any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include the Board or any other governing board and does not include the Company's wholly-owned direct or indirect Subsidiaries;
"Placees"	any professional, institutional and other investors whom the Placing Agents have procured to subscribe for any of the Placing Shares pursuant to the Placing Agreement;
"Placing"	the placement of Placing Shares by the Placing Agents pursuant to the Placing Agreement;
"Placing Agreement"	the placing agreement dated 3 February 2026 entered into between the Company and the Placing Agents in respect of the Placing;
"Placing Closing Date"	11 February 2026, or at such other time and/or date as the Company and the Placing Agents agree in writing and in compliance with the Listing Rules;
"Placing Price"	HK$45.05 per Placing Share;
"Placing Share(s)"	65,050,000 new H Shares to be issued and allotted by the Company pursuant to the terms and subject to the conditions set out in the Placing Agreement;
"PRC"	the People's Republic of China, which for the purposes of this Announcement shall not include Hong Kong, Taiwan, and the Macau Special Administrative Region of the People's Republic of China;

"PRC Business Day"	a day, other than a Saturday, Sunday or public holiday, on which commercial banks are generally open for business in Beijing, the PRC;
"Relevant Indebtedness"	any present or future indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market) (which for the avoidance of doubt does not include any indebtedness under any bilateral loans, syndicated loans or club deal loans);
"Relevant Page"	the relevant Bloomberg BFIX page (or its successor page) or, if there is no such page, on the relevant Reuters HKDFIX page (or its successor page) or such other information service provider that displays the relevant information;
"RMB"	Renminbi, the lawful currency of the PRC;
"Security Interest"	any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;
"Shareholders"	holder(s) of the Share(s);
"Shares"	A Share(s) and H Share(s);
"Shenzhen Stock Exchange"	Shenzhen Stock Exchange of the PRC;
"Subscription"	the issue and subscription of the Bonds pursuant to the Subscription Agreement;
"Subscription Agreement"	the agreement dated February 3, 2026 entered into between the Company and the Managers in relation to the issue and subscription of the Bonds;
"Subsidiary(ies)"	means in relation to any Person (the "**first Person**") at any particular time, any other Person (the "**second Person**"): (a) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;
"Terms and Conditions"	the terms and conditions of the Bonds;

"Contract"	the Subscription Agreement, the Trust Deed and the Agency Agreement;
"Trust Deed"	the trust deed constituting the Bonds to be entered into between the Company and the Trustee on or around the Closing Date;
"Trustee"	The Hongkong and Shanghai Banking Corporation Limited;
"U.S." or "United States"	the United States of America, its territories and possessions and all areas subject to its jurisdiction;
"Vienna Stock Exchange"	the Vienna MTF operated by the Vienna Stock Exchange; and
"%"	per cent.

By order of the Board
Tianqi Lithium Corporation
Jiang Anqi
Chairlady of the Board and Executive Director

Hong Kong, February 4 2026

As at the date of this announcement, the Board comprises Ms. Jiang Anqi, Mr. Jiang Weiping and Mr. Ha, Frank Chun Shing as executive Directors, and Mr. Xiang Chuan, Ms. Tang Guoqiong, Ms. Huang Wei and Ms. Wu Changhua as independent non-executive Directors.