

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

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended March 31, 2024

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 001-38694

ARCADIUM LITHIUM PLC

(Exact name of registrant as specified in its charter)

Bailiwick of Jersey

(State or other jurisdiction of  
incorporation or organization)

98-1737136

(I.R.S. Employer  
Identification No.)

1818 Market Street

Suite 2550

Philadelphia, PA

United States

19103

Suite 12, Gateway Hub

Shannon Airport House

Shannon, Co. Clare

Ireland

V14 E370

(Address of principal executive offices) (Zip Code)

215 - 299-5900

353-1 - 6875238

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, par value \$1.00 per share	ALTM	New York Stock Exchange

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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 May 8, 2024, there were 1,075,191,645 Ordinary Shares, \$1.00 par value per share, outstanding.

---

ARCADIUM LITHIUM PLC

INDEX

	Page No.
<a href="#"><u>Glossary of Terms</u></a>	4
<a href="#"><u>Part I - FINANCIAL INFORMATION</u></a>	6
<a href="#"><u>Item 1. Financial Statements</u></a>	6
<a href="#"><u>Condensed Consolidated Statements of Operations - Three Months Ended March 31, 2024 and 2023 (unaudited)</u></a>	6
<a href="#"><u>Condensed Consolidated Statements of Comprehensive (Loss)/Income - Three Months Ended March 31, 2024 and 2023 (unaudited)</u></a>	7
<a href="#"><u>Condensed Consolidated Balance Sheets - March 31, 2024 (unaudited) and December 31, 2023</u></a>	8
<a href="#"><u>Condensed Consolidated Statements of Cash Flows - Three Months Ended March 31, 2024 and 2023 (unaudited)</u></a>	9
<a href="#"><u>Condensed Consolidated Statements of Equity - Three Months Ended March 31, 2024 and 2023 (unaudited)</u></a>	11
<a href="#"><u>Notes to the Condensed Consolidated Financial Statements (unaudited)</u></a>	12
<a href="#"><u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u></a>	42
<a href="#"><u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u></a>	53
<a href="#"><u>Item 4. Controls and Procedures</u></a>	53
<a href="#"><u>Part II - OTHER INFORMATION</u></a>	54
<a href="#"><u>Item 1. Legal Proceedings</u></a>	54
<a href="#"><u>Item 1A. Risk Factors</u></a>	54
<a href="#"><u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u></a>	54
<a href="#"><u>Item 4. Mine Safety Disclosures</u></a>	55
<a href="#"><u>Item 3. Defaults Upon Senior Securities</u></a>	55
<a href="#"><u>Item 5. Other Information</u></a>	55
<a href="#"><u>Item 6. Exhibits</u></a>	56
<a href="#"><u>Signatures</u></a>	57

## **Glossary of Terms**

When the following terms and abbreviations appear in the text of this report, they have the meanings indicated below:

2025 Notes	\$245.75 million principal amount 4.125% Convertible Senior Notes due 2025
Allkem	Allkem Pty Ltd, a proprietary company limited by shares incorporated in Australia and a wholly owned subsidiary of Arcadium beginning in 2024, previously known as Allkem Limited, a public company limited by shares and converted from a public to a proprietary limited company on March 6, 2024.
Allkem Livent Merger	The combination of Livent and Allkem in a stock-for-stock transaction pursuant to the Transaction Agreement. The transaction closed on January 4, 2024.
AOCL	Accumulated other comprehensive loss
Acquisition Date	January 4, 2024, the date the Allkem Livent Merger transaction closed
Arcadium or Arcadium Lithium	Arcadium Lithium plc, previously known as Allkem Livent plc, a public limited company incorporated under the laws of the Bailiwick of Jersey (originally incorporated as Lightning-A Limited, a private limited company incorporated under the laws of the Bailiwick of Jersey), the registrant.
Arcadium NQSP	Livent Non-Qualified Savings Plan
Arcadium Plan	Arcadium Lithium plc Omnibus Incentive Plan
ARO	Asset Retirement Obligation
ASC 321	Accounting Standards Codification Topic 321 - Investments - Equity Securities
ASC 842	Accounting Standards Codification Topic 842 - Leases
Credit Agreement	As amended, provides for a \$500 million senior secured revolving credit facility
E&E	Exploration and evaluation
EAETR	Estimated annual effective tax rate
ESM	ESM ILiAD, LLC, parent of ILiAD Technologies, LLC, both subsidiaries of EnergySource Materials, LLC
EV	Electric vehicle
Exchange Act	Securities and Exchange Act of 1934, as amended
Exchange Ratio	Pursuant to the Transaction Agreement, each share of Livent common stock, par value \$0.001 per share, was converted into the right to receive 2,406 Arcadium Lithium ordinary shares
FMC	FMC Corporation
ILiAD	Integrated Lithium Adsorption Desorption
IQ	Investissement Québec, a company established by the Government of Québec to favor investment in Québec by Québec-based and international companies
IRA	Inflation Reduction Act of 2022
JEMSE	Jujuy Energia Minera Sociedad del Estado, which owns 8.5% of SDJ SA
Livent	Livent Corporation, a Delaware corporation, a wholly owned subsidiary of Arcadium beginning in 2024 and Arcadium's predecessor
MdA	Minera del Altiplano SA, the local operating subsidiary in Argentina for the Fénix operations
Merger Sub	Lightning-A Merger Sub, Inc., a Delaware corporation
Naraha Plant	Our lithium hydroxide manufacturing plant in Naraha, Japan, in which we have a 49% ownership interest and 75% economic interest through our investment in TLC, an unconsolidated affiliate accounted for under the equity method of accounting.
Nemaska Lithium or NLI	Nemaska Lithium Inc., a non-public lithium company not yet in the production stage domiciled in Québec, Canada
Nemaska Lithium Project	Through our subsidiary, QLP, in which we own a 50% equity interest in NLI, we are developing the Nemaska Lithium Project, which will consist of the Whabouchi Mine and concentrator in the James Bay region of Québec and a lithium hydroxide conversion plant in Bécancour, Québec.
Olaroz Plant	Our lithium extraction and manufacturing plant in Jujuy, Argentina, in which we own a 66.5% indirect equity interest through our subsidiaries SDJ Pte and SDJ SA
PRSU	Performance-based restricted share unit
QLP	Québec Lithium Partners (UK) Limited, a wholly owned subsidiary of Arcadium, which owns a 50% equity interest in the Nemaska Lithium Project.

QLP Merger	On June 6, 2022, Livent closed on the Transaction Agreement and Plan of Merger with The Pallinghurst Group to provide Livent with a 50% equity interest in Nemaska Lithium, Livent issued 17,500,000 shares of its common stock to acquire the remaining 50% share of Québec Lithium Partners (UK) Limited, previously owned by The Pallinghurst Group and certain of its investors.
Revolving Credit Facility	Arcadium's \$500 million senior secured revolving credit facility, as provided by the Credit Agreement
RSU	Restricted share unit
SDJ Pte	Sales de Jujuy Pte Ltd, Allkem's 72.68% owned subsidiary in Singapore which owns 91.5% of SDJ SA.
SDJ SA	Sales de Jujuy S.A., Allkem's 66.5% indirectly owned operating subsidiary in Argentina which operates the Olaroz Plant
SDV SA	Galaxy Lithium (SAL DE VIDA) S.A., Allkem's 100% indirectly owned subsidiary in Argentina which is developing a lithium extraction and manufacturing facility in the Salar del Hombre Muerto, the Sal de Vida Project.
SEC	Securities and Exchange Commission
Securities Act	Securities Act of 1933, as amended
SOFR	Secured Overnight Financing Rate
Transaction Agreement	Transaction Agreement entered into on May 10, 2023 (as amended on August 2, 2023, November 5, 2023 and December 20, 2023), by and among Livent, Allkem, Arcadium, Merger Sub and Arcadium Lithium Intermediate IRL Limited, a private company limited by shares and incorporated and registered in Ireland, providing for the Allkem Livent Merger
TLC	Toyotsu Lithium Corporation
TLI	Toyotsu Lithium Pte Ltd, a subsidiary of TTC with a 27.32% ownership in SDJ Pte
TTC	Toyota Tsusho Corporation
U.S. GAAP	United States Generally Accepted Accounting Principles
VAT	Value-added tax

PART I - FINANCIAL INFORMATION

**ITEM 1. FINANCIAL STATEMENTS**

In this Quarterly Report on Form 10-Q ("Form 10-Q"), the results of the Company as of and for the three months ended March 31, 2024 include the operations and financial position of Alkem. Because Arcadium Lithium plc is the successor company to Livent in the Alkem Livent Merger which closed on January 4, 2024, we are presenting the results of predecessor Livent's operations for the three months ended March 31, 2023 and as of December 31, 2023, which do not include the financial position or operations of Alkem. Refer to Note 4 for further information related to the Alkem Livent Merger.

ARCADIUM LITHIUM PLC  
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(in Millions, Except Per Share Data)	Three Months Ended March 31,	
	2024	2023 <sup>(1)</sup>
Revenue	\$ 261.2	\$ 253.5
Cost of sales	116.8	87.5
Gross margin	144.4	166.0
Selling, general and administrative expenses	39.9	16.3
Research and development expenses	1.1	1.0
Restructuring and other charges	83.6	1.9
Total costs and expenses	241.4	106.7
Income from operations before equity in net loss of unconsolidated affiliate, interest income, net, loss on debt extinguishment and other gain	19.8	146.8
Equity in net loss of unconsolidated affiliate	—	8.1
Interest income, net	( 11.0 )	—
Loss on debt extinguishment	0.2	—
Other gain	( 43.1 )	—
Income from operations before income taxes	73.7	138.7
Income tax expense	53.8	23.9
Net income	19.9	114.8
Net income attributable to noncontrolling interests	4.3	—
Net income attributable to Arcadium Lithium plc	\$ 15.6	\$ 114.8
Basic earnings per ordinary share	\$ 0.01	\$ 0.27
Diluted earnings per ordinary share	\$ 0.01	\$ 0.23
Weighted average ordinary shares outstanding - basic	1,053.4	432.0
Weighted average ordinary shares outstanding - diluted	1,122.1	503.3

1. For the three months ended March 31, 2023, basic and diluted earnings per ordinary share and weighted average ordinary shares outstanding - basic and diluted amounts represent predecessor Livent and have been adjusted to reflect the 2.406 Exchange Ratio. Represents the results of predecessor Livent's operations for three months ended March 31, 2023 which do not include the operations of Alkem.

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

**ARCADIUM LITHIUM PLC**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS)/INCOME**

(in Millions)	Three Months Ended March 31,	
	2024	2023 <sup>(1)</sup>
Net income	\$ 19.9	\$ 114.8
Other comprehensive (loss)/income, net of tax:		
Foreign currency adjustments:		
Foreign currency translation loss/(income) arising during the period	( 20.2 )	1.5
Total foreign currency translation adjustments	( 20.2 )	1.5
Derivative instruments:		
Unrealized hedging gains, net of tax of less than zero and \$ 0.1	0.2	0.2
Total derivative instruments	0.2	0.2
Other comprehensive (loss)/income, net of tax	( 20.0 )	1.7
Comprehensive (loss)/income	( 0.1 )	116.5
Comprehensive income attributable to noncontrolling interests	4.3	—
Comprehensive (loss)/income attributable to Arcadium Lithium plc	\$ ( 4.4 )	\$ 116.5

1. Represents the results of predecessor Livent's operations for three months ended March 31, 2023, which do not include the operations of Allkem.

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

**ARCADIUM LITHIUM PLC**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**

(in Millions, Except Share and Par Value Data)	<u>March 31, 2024</u>	<u>December 31, 2023 <sup>(1)</sup></u>
<b>ASSETS</b>	<b>(unaudited)</b>	
<b>Current assets</b>		
Cash and cash equivalents	\$ 472.7	\$ 237.6
Trade receivables, net of allowance of approximately \$ 0.1 in 2024 and \$ 0.3 in 2023	93.5	106.7
Inventories, net	328.8	217.5
Prepaid and other current assets	165.7	86.4
Total current assets	1,060.7	648.2
<b>Investments</b>		
Property, plant and equipment, net of accumulated depreciation of \$ 279.1 in 2024 and \$ 269.1 in 2023	6,793.7	2,237.1
Goodwill	1,309.9	120.7
Other intangibles, net	56.8	53.4
Deferred income taxes	35.9	1.4
Right of use assets - operating leases, net	55.6	6.8
Other assets	442.1	127.7
Total assets	<u>\$ 9,793.3</u>	<u>\$ 3,230.1</u>
<b>LIABILITIES AND EQUITY</b>		
<b>Current liabilities</b>		
Short-term debt and current portion of long-term debt	\$ 80.6	\$ 2.4
Accounts payable, trade and other	197.2	115.4
Accrued and other liabilities	126.6	136.8
Contract liability - short-term	30.6	4.4
Operating lease liabilities - current	10.2	1.3
Income taxes	89.3	8.3
Total current liabilities	534.5	268.6
Long-term debt	502.7	299.6
Operating lease liabilities - long-term	44.9	5.6
Environmental liabilities	7.5	7.0
Deferred income taxes	1,429.9	126.4
Contract liability - long-term	218.3	217.8
Other long-term liabilities	93.2	21.3
Commitments and contingent liabilities (Note 19)	—	—
Total current and long-term liabilities	2,831.0	946.3
<b>Equity</b>		
<b>Arcadium Lithium plc shareholders' equity:</b>		
Ordinary shares; \$ 1.00 par value; 5,000,000,000 shares authorized; 1,075,070,500 and 433,059,946 shares issued; 1,074,807,292 and 432,796,277 outstanding as of March 31, 2024 and December 31, 2023, respectively	0.1	0.1
Capital in excess of par value of ordinary shares	5,574.0	1,170.4
Retained earnings	680.1	664.5
Accumulated other comprehensive loss	( 69.8 )	( 49.8 )
Treasury shares, ordinary, at cost; 263,208 and 263,669 shares as of March 31, 2024 and December 31, 2023, respectively	( 1.0 )	( 1.0 )
Total Arcadium Lithium plc shareholders' equity	6,183.4	1,784.2
<b>Noncontrolling interests</b>		
Total equity	778.9	499.6
Total liabilities and equity	6,962.3	2,283.8
	<u>\$ 9,793.3</u>	<u>\$ 3,230.1</u>

1. Represents the financial position of predecessor Livent as of December 31, 2023, which does not include the financial position of Alkem.

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

**ARCADIUM LITHIUM PLC**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in Millions)	Three Months Ended March 31,	
	2024	2023 <sup>(1)</sup>
<b>Cash (used in)/provided by operating activities:</b>		<b>(unaudited)</b>
Net income	\$ 19.9	\$ 114.8
Adjustments to reconcile net income to cash (used in)/provided by operating activities:		
Depreciation and amortization	17.2	6.8
Restructuring and other charges	(43.1)	0.6
Deferred income taxes	(20.9)	1.4
Share-based compensation	2.2	1.9
Change in investments in trust fund securities	(0.8)	0.2
Loss on debt extinguishment	0.2	—
Equity in net loss of unconsolidated affiliate	—	8.1
Other gain, Blue Chip Swap	(29.6)	—
Other non-cash adjustments	2.7	(0.4)
Changes in operating assets and liabilities:		
Trade receivables, net	78.0	30.3
Inventories	8.4	(31.0)
Accounts payable, trade and other	(85.3)	(17.8)
Changes in deferred compensation	1.3	0.9
Contract liability - short-term	26.2	(13.0)
Income taxes	1.7	14.3
Change in prepaid and other current assets and other assets	(84.0)	(8.3)
Change in accrued and other current liabilities and other long-term liabilities	53.1	(5.9)
Cash (used in)/provided by operating activities	<u>(52.8)</u>	<u>102.9</u>
<b>Cash provided by/(used in) investing activities:</b>		
Capital expenditures <sup>(2)</sup>	(312.3)	(73.5)
Investments in Arcadium NQSP securities	(0.9)	(0.7)
Proceeds from Blue Chip Swap, net of purchases	29.6	—
Acquired cash & cash equivalents - Alkem Livent Merger	681.4	—
Investments in unconsolidated affiliates <sup>(3)</sup>	(27.0)	(20.2)
Other investing activities <sup>(4)</sup>	(44.6)	(3.7)
Cash provided by/(used in) investing activities	<u>326.2</u>	<u>(98.1)</u>
<b>Cash used in financing activities:</b>		
Proceeds from Revolving Credit Facility	88.0	—
Repayments of Revolving Credit Facility	(88.0)	—
Payments of financing fees	(3.5)	—
Repayments of Project Loan Facility	(18.1)	—
Payments of financing fees	—	(0.1)
Cash used in financing activities	<u>(21.6)</u>	<u>(0.1)</u>
Effect of exchange rate changes on cash and cash equivalents	(16.7)	0.4
Increase in cash and cash equivalents	235.1	5.1
Cash and cash equivalents, beginning of period	237.6	189.0
Cash and cash equivalents, end of period	<u>\$ 472.7</u>	<u>\$ 194.1</u>

1. Represents the results of predecessor Livent's operations for three months ended March 31, 2023, which do not include the operations of Alkem.

**ARCADIUM LITHIUM PLC**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)**

	Three Months Ended March 31,	
	2024	2023 <sup>(1)</sup>
<b>Supplemental Disclosure for Cash Flow:</b>		<b>(unaudited)</b>
Cash payments for income taxes, net of refunds	\$ 33.7	\$ 1.9
Cash payments for interest <sup>(2)</sup>	6.6	5.5
Cash payments for Restructuring and other charges	126.7	1.3
Accrued capital expenditures	180.5	15.3
Operating lease right-of-use assets and lease liabilities recorded for ASC 842	—	1.2

1. Represents the results of predecessor Livent's operations for three months ended March 31, 2023, which do not include the operations of Alkem.  
 2. For the three months ended March 31, 2024 and 2023, \$ 6.3 million and \$ 3.9 million of interest expense was capitalized, respectively.  
 3. On October 18, 2023 we began consolidating Nemaska Lithium, see Note 9 for details.  
 4. Includes the Company's \$39.1 million cash contributed to Nemaska Lithium in the first quarter of 2024 which, due to quarter-lag reporting, is not yet recorded in our consolidation of Nemaska. The balance is recorded to Other assets - noncurrent because the cash is expected to be used by Nemaska primarily for capital expenditures. See Note 9 for details.

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

**ARCADIUM LITHIUM PLC**  
**CONDENSED CONSOLIDATED STATEMENTS OF EQUITY**  
**(UNAUDITED)**

<b>Arcadium Shareholders' Equity</b>							
(in Millions Except Per Share Data)							
	Ordinary Shares, \$ 1.00 Per Share Par Value	Capital In Excess of Par	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Shares	Non-controlling Interest	Total
<b>Balance as of December 31, 2023</b>	\$ 0.1	\$ 1,170.4	\$ 664.5	\$ (49.8)	\$ (1.0)	\$ 499.6	\$ 2,283.8
Net income	—	—	15.6	—	—	4.3	19.9
Alkem Livent Merger	—	4,390.4	—	—	—	275.0	4,665.4
Share compensation plans	—	15.8	—	—	—	—	15.8
Shares withheld for taxes and option costs - ordinary share issuances	—	( 2.6 )	—	—	—	—	( 2.6 )
Net hedging gains, net of income tax	—	—	—	0.2	—	—	0.2
Foreign currency translation adjustments	—	—	—	( 20.2 )	—	—	( 20.2 )
<b>Balance as of March 31, 2024</b>	<b>\$ 0.1</b>	<b>\$ 5,574.0</b>	<b>\$ 680.1</b>	<b>\$ ( 69.8 )</b>	<b>\$ ( 1.0 )</b>	<b>\$ 778.9</b>	<b>\$ 6,962.3</b>

  

<b>Arcadium Shareholders' Equity <sup>(1)</sup></b>							
(in Millions Except Per Share Data)							
	Ordinary Shares, \$ 1.00 Per Share Par Value	Capital In Excess of Par	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Shares	Non-controlling Interest	Total
<b>Balance as of December 31, 2022</b>	\$ 0.1	\$ 1,160.4	\$ 334.4	\$ ( 51.0 )	\$ ( 0.9 )	—	\$ 1,443.0
Net income	—	—	114.8	—	—	—	114.8
Share compensation plans	—	1.9	—	—	—	—	1.9
Shares withheld for taxes - ordinary share issuances	—	( 0.5 )	—	—	—	—	( 0.5 )
Exercise of share options	—	0.1	—	—	—	—	0.1
Net hedging gains, net of income tax	—	—	—	0.2	—	—	0.2
Foreign currency translation adjustments	—	—	—	1.5	—	—	1.5
<b>Balance as of March 31, 2023</b>	<b>\$ 0.1</b>	<b>\$ 1,161.9</b>	<b>\$ 449.2</b>	<b>\$ ( 49.3 )</b>	<b>\$ ( 0.9 )</b>	<b>—</b>	<b>\$ 1,561.0</b>

1. Represents the results of predecessor Livent's operations for three months ended March 31, 2023 and as of December 31, 2023, which do not include the financial position or operations of Alkem.

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

**Note 1: Description of the Business****Background and Nature of Operations**

Arcadium Lithium plc ("Arcadium", "Arcadium Lithium", "we", "us", "Company" or "our") is a public limited company incorporated under the laws of the Bailiwick of Jersey. On January 4, 2024, Arcadium Lithium completed the previously announced Allkem Livent Merger by which Livent Corporation, a Delaware corporation ("Livent"), and Allkem Limited, an Australian company limited by shares ("Allkem"), became wholly owned subsidiaries of Arcadium Lithium. On January 4, 2024, the Company's shares started trading on the New York Stock Exchange under the trading symbol ALTM. See Note 4, Allkem Livent Merger for further details.

While Arcadium Lithium is a newly formed company from the merger of Allkem and Livent, our company has a rich heritage of innovation and a long, proven history of producing performance lithium compounds in a safe and sustainable manner. We are vertically integrated, with a global footprint and industry-leading end-to-end capabilities across lithium production including hard-rock mining, conventional pond-based brine extraction, direct lithium brine extraction and lithium chemicals manufacturing.

Our lithium asset portfolio, consisting of both operating assets and development projects, provides us with global reach, scale, and product flexibility. Today we have operating resources in Argentina and Australia and downstream conversion assets in the U.S., China, Japan, and the U.K. We also have multiple ongoing development projects in Argentina (greenfield and brownfield) and Canada (greenfield) to increase production capabilities and our ability to meet the needs of customers around the world. In the U.S., we operate the only integrated mine-to-metal production facility in the Western Hemisphere for high purity lithium metal, a core component of next generation battery technologies.

We manufacture a wide range of lithium products, including battery-grade lithium hydroxide, battery-grade lithium carbonate, spodumene, and other specialty chemicals such as butyllithium and high purity lithium metal. Our products are used in various performance applications, including lithium-based batteries, specialty polymers and pharmaceutical products and chemical synthesis applications.

**Note 2: Significant Accounting Policies and Related Financial Information**

In this Form 10-Q, the results of the Company as of and for the three months ended March 31, 2024 include the operations and financial position of Allkem. Because Arcadium Lithium plc is the successor company to Livent in the Allkem Livent Merger, we are presenting the results of predecessor Livent's operations for the three months ended March 31, 2023 and as of December 31, 2023, which do not include the financial position or operations of Allkem. Refer to Note 4 for further information related to the Allkem Livent Merger.

The accompanying condensed consolidated financial statements were prepared in accordance with the requirements of the Securities and Exchange Commission ("SEC") for interim reporting. As permitted under those rules, certain notes or other financial information that are normally required by U.S. GAAP have been condensed or omitted from these interim financial statements. The financial statements included in this report reflect all normal and recurring adjustments which, in the opinion of management, are necessary for a fair presentation of our condensed consolidated balance sheets as of March 31, 2024 and December 31, 2023, the condensed consolidated results of operations, the condensed consolidated statement of comprehensive income and the condensed consolidated statement of changes in equity for the three months ended March 31, 2024 and 2023, and the condensed consolidated cash flows for the three months ended March 31, 2024 and 2023. All intercompany transactions and balances have been eliminated in consolidation. For entities that we control, but own less than 100%, we record the minority ownership as noncontrolling interest. The unaudited results of operations for the interim periods reported are not necessarily indicative of results to be expected for the full year. These statements, therefore, should be read in conjunction with the annual consolidated financial statements and related notes included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 (the "2023 Annual Report on Form 10-K").

**Segment Information**

In January 2024, Arcadium Lithium completed the Allkem Livent Merger. See Note 4, Allkem Livent Merger for further details. Following the closing of the Allkem Livent Merger, we currently operate as one reportable segment based on the commonalities among our products and services. As integration evolves, we will continue to assess this determination.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Revenue Recognition**

Revenue from product sales is recognized when we satisfy a performance obligation by transferring the promised goods to a customer, that is, when control of the good transfers to the customer. Payment terms generally range from 20 to 180 days.

In determining when the control of goods is transferred, we typically assess, among other things, the transfer of title and risk of loss and the shipping terms of the contract.

We record amounts billed for shipping and handling fees as revenue. Costs incurred for shipping and handling are recorded in cost of sales. When we perform shipping and handling activities after the transfer of control to the customer (e.g., when control transfers prior to delivery), they are considered fulfillment activities, and accordingly, the costs are accrued to cost of sales when the related revenue is recognized.

Amounts billed for sales and use taxes, VAT, and certain excise and other specific transactional taxes imposed on revenue-producing transactions are presented on a net basis and excluded from revenue in the condensed consolidated statements of operations. We record a liability until remitted to the respective taxing authority.

We satisfy our obligations by transferring goods and services in exchange for consideration from customers. The timing of performance sometimes differs from the timing the associated consideration is received from the customer, thus resulting in the recognition of a contract asset or liability. These may arise from provisional pricing within certain of our customer contracts, or if the customer's payment of consideration is received prior to completion of our related performance obligation. Provisional pricing results in variable consideration which we estimate by using an expected value method taking into account all information that is reasonably available including publicly available pricing forecasts. We only include variable consideration within the transaction price to the extent that it is probable that a significant reversal in the amount of revenue recognized will not occur.

**Equity method investments**

We stop applying the equity method when we have reduced the value of our equity method investment, commitments and additional investments (i.e., loans or advances) in the investee to zero. If the investee subsequently reports net income, we resume applying the equity method when our share of that net income is equal to the suspended losses (i.e., our share of the investee's net losses not previously recognized).

If facts and circumstances indicate that a decrease in value of the investment has occurred that is other than temporary, we recognize an impairment loss equal to an amount by which the carrying amount exceeds the fair value of the equity method investment. There were no impairments during the three months ended March 31, 2024.

**Goodwill**

The Company accounts for goodwill and other intangibles acquired in a business combination in conformity with current accounting guidance that requires that goodwill and indefinite-lived intangible assets not be amortized.

Under the guidance, goodwill is tested for impairment by comparing the estimated fair value of reporting units to the related carrying value. Reporting units are either operating business segments or one level below operating business segments for which discrete financial information is available and for which operating results are regularly reviewed by the business management. In applying the goodwill impairment test, a qualitative test ("Step 0") is initially performed, under which qualitative factors are assessed to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. Qualitative factors may include, but are not limited to, economic conditions, industry and market considerations, cost factors, overall financial performance of the reporting units and other entity and reporting unit specific events. If after assessing these qualitative factors, it is determined that it is "more-likely-than-not" that the fair value of the reporting unit is less than the carrying value, a quantitative test ("Step 1") is performed. During Step 1, the fair value is estimated using a discounted cash flow model.

**Mine Development Costs**

Mine development costs include: a) exploration and evaluation ("E&E") expenditures incurred during the search for mineral resources as well as the determination of the technical feasibility and commercial viability of extracting the mineral resource; and b) stripping costs of removing overburden and waste materials to access the mineral body at an open pit mine.

The Company capitalizes E&E expenditures to PP&E under a successful efforts basis when proven and probable reserves are established for the sites where E&E activities are being performed. E&E assets recognized as part of business combinations are also capitalized. All other E&E expenditures are expensed.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

Stripping costs incurred prior to the production phase are capitalized to PP&E during the development of an open pit mine. When multiple open pits exist at a mining complex utilizing common processing facilities, such pre-production stripping costs are capitalized at each pit. The removal, production, and sale of de minimis saleable materials may occur during the development phase of an open pit mine and are assigned incremental mining costs related to the removal of that material. The production phase of an open pit mine commences when saleable minerals, beyond a de minimis amount, are produced. Stripping costs incurred during the production phase of a mine are variable production costs that are included as a component of inventory to be recognized in Cost of Sales in the same period as the revenue from sale of that inventory.

Capitalized mine development costs are amortized using the units-of-production method based on estimated recoverable minerals in proven and probable reserves, and are amortized over the estimated life of the mineral body.

**Mineral Interests**

Mineral interests include acquired interests in production, development and exploration stage properties. Mineral interests are capitalized at their fair value at the acquisition date, either as an individual asset purchase or as part of a business combination. Mineral interests in the development and exploration stage are not amortized until the underlying property is converted to the production stage, at which point the mineral interests are amortized over the estimated recoverable proven and probable reserves using a units-of-production method.

**Asset Retirement Obligations**

The Company accounts for asset retirement obligations ("AROs") in accordance with ASC 410-20, Asset Retirement Obligations "ASC 410-20". We record AROs at present value at the time the liability is incurred if we can reasonably estimate the settlement date. The associated AROs are capitalized as part of the carrying amount of related long-lived assets. In future periods, the liability is accreted to its present value and the capitalized cost is depreciated over the useful life of the related asset. We also adjust the liability for changes resulting from the passage of time and/or revisions to the timing or the amount of the original estimate. Upon retirement of the long-lived asset, we either settle the obligation for its recorded amount. See Note 13, for details.

The carrying amounts of the AROs as of March 31, 2024 and December 31, 2023 was \$ 12.5 million and \$ 3.7 million, respectively. These amounts are included in "Accrued and other current liabilities" and "Other long-term liabilities" in our condensed consolidated balance sheets.

**Blue Chip Swap**

Our wholly owned subsidiaries in Argentina use the U.S. dollar as their functional currency. Argentina peso-denominated monetary assets and liabilities are remeasured at each balance sheet date to the official currency exchange rate then in effect which represents the exchange rate available for external commerce (import payments and export collections) and financial payments, with currency remeasurement and other transaction gains and losses recognized in earnings. In September 2019, the President of Argentina reinstated exchange controls restricting foreign currency purchases in an attempt to stabilize Argentina's financial markets. As a result, a legal trading mechanism known as the Blue Chip Swap emerged in Argentina for all individuals or entities to transfer U.S. dollars out of and into Argentina. The Blue Chip Swap rate is the implicit exchange rate resulting from the Blue Chip Swap transaction. In 2023, the Blue Chip Swap rate diverged significantly from Argentina's official rate due to economic conditions, but the gap has narrowed considerably in 2024 due to reforms. In the first quarter of 2024, U.S. dollars were transferred into Argentina through the Blue Chip Swap method whereby we realized a gain from the purchase in U.S. dollars and sale in Argentina pesos of Argentina Sovereign U.S. dollar-denominated bonds. The gain of \$ 29.6 million for the three months ended March 31, 2024 was recorded to Other gain in our condensed consolidated statements of operations.

**Note 3: Recently Issued and Adopted Accounting Pronouncements and Regulatory Items**

In December 2023, the Financial Accounting Standard Board ("FASB") issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* . This ASU enhances existing income tax disclosures to better assess how an entity's operation and related tax risks, tax planning, and operational opportunities affect its tax rate and prospects for future cash flows.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

The ASU is effective for annual periods beginning after December 15, 2024. We are currently evaluating the effect the guidance will have on our condensed consolidated financial statements.

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280)*. This ASU improves reportable segment disclosure requirements, primarily through enhanced disclosures related to significant segment expenses. The ASU is effective for annual periods beginning after December 15, 2023, and interim periods beginning after December 15, 2024. We are currently evaluating the effect the guidance will have on our condensed consolidated financial statements.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 4: Allkem Livent Merger**

On January 4, 2024 (the "Acquisition Date") Arcadium completed the previously announced Allkem Livent Merger by and among Livent Corporation, a Delaware corporation ("Livent"), Allkem Limited, an Australian public company ("Allkem"), Arcadium Lithium plc, a public limited company incorporated under the laws of the Bailiwick of Jersey ("Arcadium"), Lightning-A Merger Sub, Inc. ("Merger Sub"), and Arcadium Lithium Intermediate IRL Limited, a private company limited by shares and incorporated and registered in Ireland ("Irish IntermediateCo").

The transaction was consummated by way of (a) a scheme of arrangement under Australian law, pursuant to which each issued, fully paid ordinary share of Allkem held by Allkem shareholders was exchanged for either one Arcadium Lithium CHESS Depository Instrument (a "CDI") quoted on the Australian Stock Exchange (each CDI representing a beneficial ownership interest in one Arcadium ordinary share), or one Arcadium ordinary share (par value \$ 1.00 per share) and (b) a merger, whereby Merger Sub, a wholly owned subsidiary of Irish IntermediateCo (a direct wholly owned subsidiary of Arcadium) merged with and into Livent, with Livent as the surviving entity. Each share of Livent common stock, par value \$ 0.001 per share (each, a "Livent Share"), was converted into the right to receive 2,406 Arcadium ordinary shares.

Pursuant to the Allkem Livent Merger, 433,156,855 Arcadium ordinary shares (including 96,909 related to accelerated PRSU awards) were issued to former Livent stockholders and 641,337,840 Arcadium ordinary shares (comprising 98,725,616 Arcadium ordinary shares and 542,612,224 CDIs in respect of Arcadium ordinary shares) were issued to former Allkem shareholders. The Acquisition Date fair value of consideration transferred consisted of the following:

(in millions)	Amount
<b>Consideration:</b>	
Fair value of Arcadium ordinary shares issued to Allkem shareholders	\$ 4,385.6
Fair value of converted Allkem performance rights attributable to pre-combination service	4.8
Total consideration	<u>\$ 4,390.4</u>

The Allkem Livent Merger meets the criteria to be accounted for as a business combination and is accounted for using the acquisition method of accounting with Livent being treated as the accounting acquirer. Under the acquisition method of accounting, the assets and liabilities of Allkem and its subsidiaries are recorded at their respective fair values as of the date of completion of the Allkem Livent Merger and the difference between the fair value of the consideration paid for the acquired entity and fair value of the net assets acquired is recorded as goodwill.

The fair value of the assets, liabilities and noncontrolling interest of Allkem under the business combination guidance, including the impact of income taxes, is preliminary. The preliminary fair value allocation is subject to change for up to one year subsequent to the Acquisition Date. Determining the fair value of the assets and liabilities of Allkem requires judgement and certain assumptions to be made, the most significant of these being related to the valuation of Allkem's mining properties and rights.

Transaction and related costs directly attributable to the acquisition of Allkem, consisting primarily of advisor fees, legal fees, accounting fees, and certain deal related bonuses were \$ 67 million, for the three months ended March 31, 2024. The costs were expensed as incurred and are included in restructuring and other charges.

The following table summarizes the preliminary purchase price allocation for the Allkem Livent Merger as of January 4, 2024, which is subject to change:

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

(in Millions, except per share amounts)	Amount
<b>Total consideration</b>	\$ 4,390.4
<b>Assets acquired:</b>	
Cash and cash equivalents	\$ 681.4
Trade receivables	64.2
Inventories	121.3
Prepaid and other current assets	87.2
Property, plant and equipment	4,325.5
Right of use assets - operating leases, net	53.4
Deferred income tax assets	26.3
Other assets <sup>(1)</sup>	192.9
<b>Total assets acquired</b>	<hr/> \$ 5,552.2
<b>Liabilities assumed:</b>	
Accounts payable, trade and other	\$ 221.9
Accrued and other current liabilities	35.1
Income taxes	78.8
Long-term debt including current portion	301.7
Operating lease liabilities - long-term	53.4
Environmental liabilities	18.9
Deferred income tax liabilities	1,316.7
Other long-term liabilities	49.5
<b>Total liabilities assumed</b>	<hr/> \$ 2,076.0
Fair value of net assets acquired	\$ 3,476.2
Add: Fair value of noncontrolling interests acquired	<hr/> 275.0
<b>Fair value of net assets acquired less noncontrolling interests acquired</b>	<hr/> \$ 3,201.2
<b>Goodwill</b>	<hr/> \$ 1,189.2

1. Includes long-term semi-finished goods inventory.

#### Trade receivables

The \$ 64.2 million of acquired trade receivables represents the fair value of the gross amount due under the contracts.

#### Property, Plant and Equipment

Property, plant and equipment is inclusive of the fair value of mineral rights totaling \$ 2,745 million and non-mineral rights property, plant and equipment totaling \$ 1,580.5 million. The fair value of the mineral rights was estimated using the multi-period excess earnings method. The excess earnings methodology is an income approach methodology that estimates the projected cash flows of the business attributable to the asset, net of charges for the use of other identifiable assets of the business including working capital, fixed assets, and other intangible assets. Mineral rights are depreciated using a units-of-production method while all other property, plant and equipment is depreciated using the straight-line method.

#### Goodwill

Goodwill from acquisitions represents the excess of the purchase price over the fair value of net assets acquired. The amount disclosed within the table, subject to change for up to one year subsequent to the Acquisition Date, is attributable to the value of growth opportunities and expected synergies created by incorporating Alkem's business and operations into the Company's operations and the value of the assembled workforce. The goodwill has no amortizable basis for income tax purposes.

#### Alkem revenues and earnings

The following table represents Alkem's revenues and net earnings included in Arcadium's condensed consolidated statements of operations from the Acquisition Date through March 31, 2024.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

(in Millions)	Three Months Ended March 31,	
	2024	
Revenue	\$	102.5
Income from operations before income taxes	\$	78.2

*Pro Forma Financial Information*

Due to the Alkem Livent Merger closing on January 4, 2024, all activity in the first quarter of 2024 except for the first three days of January, which management deemed not material, is included in Arcadium's condensed consolidated statements of operations. The following unaudited pro forma financial information for the three months ended March 31, 2023 is based on our historical consolidated financial statements adjusted to reflect the Alkem Livent Merger as if it occurred on January 1, 2023, the first day of the most recently completed fiscal year. The unaudited pro forma financial information is not necessarily indicative of what would have occurred if the Alkem Livent Merger had been completed as of the beginning of the periods presented, nor is it indicative of future results. The unaudited pro forma information is not necessarily indicative of operating results that would have been achieved had the acquisition been completed as of January 1, 2023 and does not intend to project the future financial results of the Company after the acquisition. The unaudited pro forma information is based on certain assumptions, which management believes are reasonable, and does not reflect the cost of any integration activities or synergies that may be derived from any integration activities. The unaudited pro forma financial results are as follows:

(in Millions)	Three Months Ended March 31,	
	2023	
	(Unaudited)	
Revenue	\$	569.4
Net income	\$	234.1

**Note 5: Goodwill**

The following table summarizes the changes in goodwill for the three months ended March 31, 2024.

(in Millions)	Allkem	Nemaska Lithium	Total
Balance as of December 31, 2023	\$ —	\$ 120.7	\$ 120.7
Acquisitions - Alkem Livent Merger	1,189.2	—	1,189.2
<b>Balance as of March 31, 2024</b>	<b>\$ 1,189.2</b>	<b>\$ 120.7</b>	<b>\$ 1,309.9</b>

See Note 4 for further details.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 6: Revenue Recognition****Disaggregation of revenue**

We disaggregate revenue from contracts with customers by geographical areas (based on product destination) and by product categories. The following table provides information about disaggregated revenue by major geographical region:

(in Millions)

	Three Months Ended March 31,	
	2024	2023
Asia Pacific <sup>(1)</sup>	\$ 220.1	\$ 167.0
North America <sup>(1)</sup>	20.7	51.9
Europe, Middle East & Africa	19.6	32.8
Latin America	0.8	1.8
<b>Consolidated Revenue</b>	<b>\$ 261.2</b>	<b>\$ 253.5</b>

- During the three months ended March 31, 2024, countries with sales in excess of 10% of consolidated revenue consisted of China, Japan, and South Korea. Sales for the three months ended March 31, 2024 for China, Japan, and South Korea totaled \$ 125.9 million, \$ 46.0 million, and \$ 45.5 million, respectively. During the three months ended March 31, 2023, countries with sales in excess of 10% of consolidated revenue consisted of China, the U.S., South Korea, and Japan. Sales for the three months ended March 31, 2023 for China, the U.S., South Korea, and Japan totaled \$ 88.4 million, \$ 50.2 million, and \$ 35.1 million, and \$ 33.4 million, respectively.

For the three months ended March 31, 2024, three customers accounted for approximately 22 %, 16 %, and 14 %, respectively, of consolidated revenue and our 10 largest customers accounted in aggregate for approximately 79 % of consolidated revenue. For the three months ended March 31, 2023, two customers accounted for approximately 25 % and 19 % of consolidated revenue and our 10 largest customers accounted in aggregate for approximately 68 % of consolidated revenue. A loss of any material customer could have a material adverse effect on our business, financial condition and results of operations.

The following table provides information about disaggregated revenue by major product category:

(in Millions)

	Three Months Ended March 31,	
	2024	2023
Lithium Hydroxide	\$ 110.6	\$ 152.7
Lithium Carbonate <sup>(1)</sup>	79.8	9.5
Butyllithium and Other Lithium Specialties	46.0	91.3
Spodumene Concentrate <sup>(2)</sup>	24.8	—
<b>Consolidated Revenue</b>	<b>\$ 261.2</b>	<b>\$ 253.5</b>

- Includes lithium carbonate by-product revenue.
- Includes low-grade spodumene sales and minimal other products.

**Contract asset and contract liability balances**

We satisfy our obligations by transferring goods and services in exchange for consideration from customers. The timing of performance sometimes differs from the timing the associated consideration is received from the customer, thus resulting in the recognition of a contract asset or liability. Provisional pricing within certain of our customer contracts may result in recognition

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

of a contract asset or liability. We recognize a contract liability if the customer's payment of consideration is received prior to completion of our related performance obligation.

The following table presents the opening and closing balances of our contract liabilities and current trade receivables, net of allowances from contracts with customers.

(in Millions)	Balance as of March 31,		Balance as of December 31,	
	2024	2023	(Decrease)/increase	
Receivables from contracts with customers, net of allowances	\$ 93.5	\$ 106.7	\$ (13.2)	
Contract liability - short-term	30.6	4.4	26.2	
Contract liability - long-term	218.3	217.8	0.5	

**Performance obligations**

Occasionally, we may enter into multi-year take or pay supply agreements with customers. The aggregate amount of revenue expected to be recognized related to these contracts' performance obligations is approximately \$ 1.8 billion in the next five years. Based on our past experience with the customers under these arrangements, we expect to continue recognizing revenue in accordance with the contracts as we transfer control of the product to the customer. However, in the case a shortfall of volume purchases occurs, we will recognize the amount payable by the customer over the remaining performance obligations in the contract.

**Note 7: Inventories, Net**

Inventories consisted of the following:

(in Millions)	March 31, 2024	December 31, 2023
Finished goods	\$ 114.1	\$ 59.1
Semi-finished goods	122.2	108.8
Raw materials, supplies, and other	92.5	49.6
Inventory, net	\$ 328.8	\$ 217.5

Inventories are stated at the lower of cost or net realizable value. Inventory costs include those costs directly attributable to products before sale, including all manufacturing overhead but excluding distribution costs. All inventories are determined on a first-in, first-out ("FIFO") basis.

**Note 8: Investments**

Investments consisted of the following:

(in Millions)	March 31, 2024	December 31, 2023
ESM ILiAD, LLC	\$ 30.1	\$ 30.1
Arcadium NQSP	6.0	4.7
Other	2.5	—
Investments	\$ 38.6	\$ 34.8

**ESM ILiAD, LLC ("ESM")**

In the fourth quarter of 2023, the Company entered into an agreement with EnergySource Minerals, LLC ("EnergySource"), a developer of lithium projects in the Salton Sea Known Geothermal Resource Area in California, for a minority equity interest in ESM, a subsidiary of EnergySource and the parent company of ILiAD Technologies, LLC ("ILiAD Technologies"). In connection with its investment in ESM, Arcadium Lithium will have the right to license ILiAD Technologies' Integrated Lithium Adsorption Desorption ("ILiAD") technology for potential deployment at its lithium brine resources in Argentina.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

Arcadium Lithium accounts for its interest in ESM under ASC Topic 321, Investments – Equity Securities ("ASC 321"). Since our investment in ESM does not have a readily determinable fair value, we use the measurement alternative under ASC 321. Our investment is measured at cost less impairments, adjusted for observable price changes in orderly transactions for the identical or similar investment of the same issuer. If the Company determines that an indicator of impairment or upward adjustment is present, an adjustment is recorded, which is measured as the difference between carrying value and estimated fair value. Estimated fair value is generally determined using an income approach on discounted cash flows or negotiated transaction values. As of March 31, 2024 and December 31, 2023, the carrying amount of our investment in ESM was \$ 30.1 million.

***Toyotsu Lithium Corporation ("TLC")***

The Company owns 49 % of the Class A voting shares and 100 % of the Class B non-voting shares in TLC. Toyota Tsusho Corporation ("TTC") owns 51 % of the Class A voting shares. As a result, the Company has a 75 % economic interest and a 49 % ownership interest in TLC and TTC has the remaining 25 % economic interest and 51 % ownership interest in TLC. TLC constructed and now operates the Naraha Lithium Hydroxide Plant (the "Naraha Plant"), located in Japan. The technical grade lithium carbonate feedstock for the plant is sourced from the Company's Olaroz Plant.

The Company accounts for its interest in TLC as an equity method investment because it does not have control but has significant influence. This is evidenced by the Company having 2 of the 5 board members while decisions are made by a majority. In addition to capital contributions made through its investment in TLC, Alkem has also provided past funding through loans. At the Acquisition Date, the carrying values of the investment in TLC and a fully reserved loan receivable were zero and fair value was deemed to be equal to carrying value.

For the three months ended March 31, 2024, we did not record any gains or losses related to our interest in TLC to Equity in net loss of unconsolidated affiliates in our condensed consolidated statements of operations. At March 31, 2024, the carrying values of our interest in TLC and the loan receivable were zero.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 9: Partially-Owned Subsidiaries and Noncontrolling Interests**

***Nemaska Lithium Inc. ("Nemaska Lithium", or "NLI")***

Nemaska Lithium, domiciled in Canada and headquartered in Montreal, Québec, is a non-public lithium company not yet in the production stage. It is a development company aiming to vertically integrate, from extracting, processing and concentrating spodumene to conversion of spodumene into battery-grade lithium hydroxide, primarily intended for EV and other energy storage applications. Its primary assets are construction in progress and intangibles principally related to intellectual property. Nemaska Lithium intends to develop the Whabouchi spodumene mine and concentrator in the James Bay region of Québec and a lithium hydroxide conversion plant in Bécancoeur, Québec (collectively, the "Nemaska Lithium Project"). As a developing company and to fund the Nemaska Lithium Project, Nemaska Lithium is reliant on securing financing from its shareholders through share subscriptions.

On October 18, 2023, we entered into an amendment to our shareholders agreement with Nemaska Lithium, and also amendments to certain related service agreements. The amendments to these agreements provide QLP with control of certain substantive participating rights, and as such, the Company began to consolidate Nemaska Lithium as of October 18, 2023. Nemaska Lithium is a development company which, as of the October 18, 2023 consolidation date, met the U.S. GAAP definition of a business and, as such, the Company remeasured its equity interest in Nemaska, including the noncontrolling interest of Investissement Québec ("IQ"), at fair value as of the consolidation date. We estimated the fair value of IQ's noncontrolling interest by multiplying the total fair value of Nemaska Lithium equity by IQ's equity ownership interest and also considered any discounts for lack of control and marketability.

The fair value of the assets and liabilities of Nemaska Lithium assumed under business combination accounting guidance for the Nemaska Lithium consolidation, including the impact of income taxes, is preliminary. The preliminary fair value allocation is subject to change for up to one year subsequent to the October 18, 2023 consolidation date of Nemaska Lithium. Determining the fair value of the assets and liabilities of Nemaska Lithium requires judgment and certain assumptions to be made, the most significant of these being related to the valuation of Nemaska Lithium's mining properties and rights. Nemaska Lithium is consolidated on a one-quarter lag basis.

Before October 18, 2023, the Company accounted for its 50 % interest in Nemaska Lithium as an equity method investment on a one-quarter lag basis and it was included in Investments in our consolidated balance sheets. The carrying amount of our interest in Nemaska Lithium was \$ 437.1 million as of December 31, 2022 under equity method investment accounting. For the three months ended March 31, 2023 we recorded a \$ 8.1 million loss related to our interest in Nemaska Lithium to Equity in net loss of unconsolidated affiliate in our condensed consolidated statements of operations.

Arcadium's cash and cash equivalents balance in its condensed consolidated balance sheet as of March 31, 2024 includes Nemaska Lithium's cash of \$ 43 million at December 31, 2023 as Nemaska Lithium is consolidated on a one-quarter lag. All cash at Nemaska Lithium will be used for capital expenditures and operating expenses of the Nemaska Lithium Project.

On March 28, 2024, Nemaska Lithium received cash of \$ 150 million related to a second advance payment in connection with a customer supply agreement repayable in equal quarterly installments beginning in January 2027 and ending in October 2031. The related liability will be \$ 97.8 million debt and \$ 52.2 million contract liability. A total of \$ 350 million in prepayments are expected from the customer and as of March 31, 2024, \$ 225 million has been received.

***Sales de Jujuy Pte Ltd and Sales de Jujuy S.A.***

The Company has an interest of 72.68 % in Sales de Jujuy Pte Ltd ("SDJ Pte"), 66.5 % in Sales de Jujuy S.A. ("SDJ SA"), the legal entities which operate the Olaroz Lithium Facility (the "Olaroz Plant").

Located in the Jujuy Province of northern Argentina, the Olaroz Plant produces lithium carbonate chemicals for the battery, technical and chemical markets. The Olaroz Plant is operated through SDJ SA, which is a 91.5 % owned subsidiary of SDJ Pte, a Singaporean company owned by Arcadium ( 72.68 %) and Toyotsu Lithium Pte Ltd. ( 27.32 %), an affiliated company of TTC. Jujuy Energia y Minera Sociedad del Estado ("JEMSE") owns the remaining 8.5 % of SDJ SA. Consequently, the effective equity ownership of the Olaroz Plant is 66.5 % by Arcadium, 25 % by TTC, and 8.5 % by JEMSE.

As of March 31, 2024, Arcadium had cash set aside of \$ 24.6 million in other noncurrent assets in its condensed consolidated balance sheets for the guarantee of SDJ SA's Olaroz Project Loan Facility for Stage 1 and Stage 2. See Note 14 for details.

Arcadium's cash and cash equivalents balance in its condensed consolidated balance sheet as of March 31, 2024 includes \$ 89.5 million held by the entities discussed above.

**ARCADIUM LITHIUM PLC**

**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

Arcadium funded JEMSE's equity contributions in SDJ SA with an interest-free loan (the "JEMSE Receivable") to be repaid by JEMSE out of 33 % of the dividends it receives from SDJ SA. The fair value of the non-current receivable is \$ 5.5 million as of March 31, 2024.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 10: Property, Plant and Equipment, Net**

Property, plant and equipment consisted of the following:

(in Millions)	March 31, 2024	December 31, 2023
Land and land improvements	\$ 325.2	\$ 106.2
Buildings	724.5	134.9
Machinery and equipment	791.6	420.7
Mineral rights	3,278.0	560.0
Construction in progress	1,953.5	1,284.4
Total cost	\$ 7,072.8	\$ 2,506.2
Accumulated depreciation	( 279.1 )	( 269.1 )
Property, plant and equipment, net	<u><u>\$ 6,793.7</u></u>	<u><u>\$ 2,237.1</u></u>

Depreciation is calculated principally on a straight-line basis over the estimated useful lives of the assets or a units-of-production basis based on the rate of depletion of reserves. Land is not depreciated. The major classifications of property, equipment and software, including their respective principal depreciation and amortization method and expected useful lives, consisted of the following:

Asset type	Depreciation and amortization method	Useful Life
Land	N/A	—
Land improvements	Straight-line	20 years
Buildings	Straight-line	20 - 40 years
Mineral rights	Units-of-production	Based on rate of depletion of reserves
Mining extraction equipment	Units-of-production	Based on rate of depletion of reserves
Leased plant and equipment	Straight-line	Lease period ( 1 - 10.5 years)
Other machinery and equipment	Straight-line	3 - 18 years
Software	Straight-line	3 - 10 years

Depreciation expense was \$ 15.4 and \$ 6.1 million for the three months ended March 31, 2024 and 2023, respectively.

**Note 11: Restructuring and Other Charges**

The following table shows other charges included in "Restructuring and other charges" in the condensed consolidated statements of operations:

(in Millions)	Three Months Ended March 31,	
	2024	2023
<b>Restructuring charges:</b>		
Severance-related and exit costs	\$ 10.9	\$ 1.7
<b>Other charges:</b>		
Costs related to the Allkem Livent Merger	67.0	—
Other	5.7	0.2
<b>Total Restructuring and other charges</b>	<u><u>\$ 83.6</u></u>	<u><u>\$ 1.9</u></u>

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 12: Income Taxes**

We determine our interim tax provision using an estimated annual effective tax rate methodology ("EAETR") in accordance with U.S. GAAP. The EAETR is applied to the year-to-date ordinary income, exclusive of discrete items. The tax effects of discrete items are then included to arrive at the total reported interim tax provision.

The determination of the EAETR is based upon a number of estimates, including the estimated annual pretax ordinary income in each tax jurisdiction in which we operate. As our projections of ordinary income change throughout the year, the EAETR will change period-to-period. The tax effects of discrete items are recognized in the tax provision in the period they occur in accordance with U.S. GAAP. Depending on various factors, such as the item's significance in relation to total income and the rate of tax applicable in the jurisdiction to which it relates, discrete items in any quarter can materially impact the reported effective tax rate. As a global enterprise, our tax expense can be impacted by changes in tax rates or laws, the finalization of tax audits and reviews, as well as other factors. As a result, there can be significant volatility in interim tax provisions.

Provision for income taxes for the three months ended March 31, 2024 was an expense of \$ 53.8 million resulting in an effective tax rate of 73.0 %. Provision for income taxes for the three months ended March 31, 2023 was an expense of \$ 23.9 million resulting in an effective tax rate of 17.2 %.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 13: Asset Retirement Obligations**

Legacy Alkem asset retirement obligations acquired in the Alkem Livent Merger were recorded at fair value on the Acquisition Date and consist of \$ 7.3 million, \$ 1.5 million and \$ 0.9 million related to the Mt Cattlin spodumene mine in Western Australia, the Olaroz lithium brine extraction facility in Jujuy, Argentina and the Sal de Vida lithium brine extraction facility (currently under development) in Catamarca, Argentina, respectively.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 14: Debt****Long-term debt**

Long-term debt consists of the following:

(in Millions)	Interest Rate Percentage		Maturity Date	March 31, 2024	December 31, 2023
	SOFR borrowings	Base rate borrowings			
Revolving Credit Facility <sup>(1)</sup>	7.18 %	9.25 %	2027	\$ —	\$ —
4.125 % Convertible Senior Notes due 2025		4.125 %	2025	245.8	245.8
Transaction costs - 2025 Notes				( 2.0 )	( 2.4 )
Nemaska - Prepayment agreement <sup>(2)</sup>		8.9 %		75.0	75.0
Discount - Prepayment agreement				( 20.2 )	( 19.8 )
Nemaska - Other				0.4	3.4
<b>Debt assumed in Allkem Livent Merger</b>					
Project Loan Facility - Stage 1 of Olaroz Plant		4.896 %	2024	9.2	—
Project Loan Facility - Stage 2 of Olaroz Plant		2.612 %	2029	144.0	—
Project Financing Facility - Sal de Vida		10.051 %	2030	47.0	—
Affiliate Loans with TTC		11.331 %	2030	81.6	—
Affiliate Loan with TLP		10.34 %	2026	2.5	—
Total debt assumed in Allkem Livent Merger				284.3	—
Subtotal long-term debt (including current maturities)				583.3	302.0
Less current maturities				\$ ( 80.6 )	\$ ( 2.4 )
<b>Total long-term debt</b>				<b>\$ 502.7</b>	<b>\$ 299.6</b>

1. As of March 31, 2024 and December 31, 2023, there were \$ 15.5 million in letters of credit outstanding under our Revolving Credit Facility and \$ 484.5 million available funds. Fund availability is subject to the Company meeting its debt covenants.
2. Represents first advance payment in connection with customer supply agreement repayable in equal quarterly installments beginning in January 2027 and ending in October 2031. Represents U.S. GAAP imputed interest rate. On March 28, 2024, Nemaska Lithium received a second advance payment of \$ 150 million in connection with the customer supply agreement, with a discount of \$ 52.2 million.

**4.125 % Convertible Senior Notes due 2025**

In 2020, the Company issued \$ 245.8 million in aggregate principal amount of 4.125 % Convertible Senior Notes due in July 2025 (the "2025 Notes"). The 2025 Notes are our general unsecured senior obligations. Total net cash proceeds received were \$ 238.2 million net of \$ 7.6 million of third-party transaction costs, including initial purchasers' discounts and commissions. The Company used or will use the net proceeds received to finance or refinance eligible green projects designed to align with the provisions of the International Capital Market Association Green Bond Principles 2018.

Each \$1,000 of principal of the 2025 Notes was initially convertible into 114.4885 shares of common stock of Livent Corporation, which was equivalent to an initial conversion price of \$ 8.73 per share, subject to adjustment upon the occurrence of specified events. Following the effectiveness of that certain First Supplemental Indenture, dated as of January 4, 2024, by and among the Company, Livent Corporation and U.S. Bank Trust Company, National Association, each \$1,000 of principal of the 2025 Notes is convertible into 275.459331 shares of our ordinary shares, which is equivalent to a conversion price of \$ 3.63 per share, subject to adjustment upon the occurrence of specified events. We may redeem for cash all or any portion of the 2025 Notes, at our option, if the last reported sale price of our ordinary shares has been at least 130 % of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which we provide notice of redemption at a redemption price equal to 100 % of the principal amount of the 2025 Notes to be redeemed, plus accrued and unpaid interest. Holders of the 2025 Notes may convert their notes at any time, at their option, on or after January 15, 2025. Further, holders of the 2025 Notes may convert their notes at any time, at their option, prior to January 15, 2025 only

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

under the following circumstances: (1) during any calendar quarter commencing after September 30, 2020 (and only during such calendar quarter), if the last reported sale price of our ordinary shares for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130 % of the conversion price on each trading day; (2) during the five -business day period after any five -consecutive trading day period in which the trading price per \$1,000 principal amount of the 2025 Notes for each trading day of such period is less than 98 % of the product of the last reported sale price of our ordinary shares and the conversion rate on each such trading day, (3) if we call any or all of the 2020 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date or (4) if specified corporate events occur. Upon conversion, the 2025 Notes will be settled in cash, shares of our ordinary shares or a combination thereof, at our election. If a fundamental change occurs prior to the maturity date, holders of the 2025 Notes may require us to repurchase all or a portion of their 2025 Notes for cash at a repurchase price equal to 100 % of the principal amount plus any accrued and unpaid interest. In addition, if specific corporate events occur prior to the maturity date or if we deliver a notice of redemption, we will increase the conversion rate for a holder who elects to convert its 2025 Notes in connection with such an event or notice of redemption in certain circumstances.

The last reported sale price of our ordinary shares for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on, and including, March 31, 2024 was not greater than or equal to 130 % of the conversion price as adjusted for the Allkem Livent Merger, which is \$ 4.72 , on each trading day, and as a result, the holders do not have the option to convert all or any portion of their 2025 Notes through June 30, 2024.

The conversion rate for the 2025 Notes is 275.4593 ordinary shares of Arcadium Lithium per \$1,000 principal amount of 2025 Notes. The 2025 Notes mature in July 2025 and are classified as long-term debt.

The Company recognized non-cash interest related to the amortization of transaction costs for the 2025 Notes of \$ 0.4 million for the three months ended March 31, 2024, all of which was capitalized. The Company recorded \$ 2.5 million of accrued interest expense related to the principal amount for the three months ended March 31, 2024, all of which was capitalized.

***Amended and Restated Credit Agreement, (the "Revolving Credit Facility")***

On January 4, 2024, Livent Corporation, Livent USA Corp., the Company, Arcadium Lithium Financing IRL Limited ("FinCo") and Irish IntermediateCo (collectively, the "Borrowers" and, each, a "Borrower"), the guarantors party thereto from time to time (the "Guarantors"), the lenders party thereto (the "Lenders") and issuing banks party thereto and Citibank, N.A., as administrative agent (the "Administrative Agent") for the Lenders, entered into a Joinder and First Amendment (the "Credit Agreement Amendment") to that certain Amended and Restated Credit Agreement, dated as of September 1, 2022, among Livent, Livent USA Corp., the guarantors party thereto from time to time, the lenders party thereto from time to time and the Administrative Agent (the "Credit Agreement" and as amended by the Credit Agreement Amendment, the Amended Credit Agreement").

The Credit Agreement Amendment provided for, among other things, (i) the addition of Arcadium, Irish IntermediateCo and FinCo as borrowers and obligors under the Amended Credit Agreement and (ii) the assignment of certain of Livent Corporation's rights and obligations (including information reporting obligations) under the Amended Credit Agreement to Arcadium.

The Revolving Credit Facility provides for a \$ 500 million senior secured revolving credit facility, \$ 50 million of which is available for the issuance of letters of credit for the account of the Borrowers, with an option to request, and subject to each Lender's sole discretion, that the aggregate revolving credit commitments be increased to up to \$ 700 million. The issuance of letters of credit and the proceeds of revolving credit loans made pursuant to the Revolving Credit Facility may be used for general corporate purposes, including capital expenditures and permitted acquisitions.

Revolving loans under the Revolving Credit Facility will bear interest at a floating rate, which will be (i) a base rate, (ii) Adjusted Term Secured Overnight Financing Rate ("SOFR") (defined as the forward-looking SOFR term rate published by CME Group Benchmark Administration Limited plus 0.10 % per annum subject to a floor of zero ) or (iii) Euro Interbank Offered Rate ("EURIBOR"), plus, in each case, an applicable margin, as determined in accordance with the provisions of the Revolving Credit Facility. The Revolving Credit Facility includes a quarterly commitment fee on the average daily unused amount of each Lender's revolving credit commitment at a rate equal to an applicable percentage based on the Company's first lien leverage ratio. The initial commitment fee is 0.25 % per annum. Amounts under the Revolving Credit Facility may be borrowed, repaid and re-borrowed from time to time until the final maturity date on September 1, 2027. Voluntary prepayments and commitment reductions are permitted at any time without payment of any prepayment fee upon proper notice and subject to minimum dollar amounts. Certain of the Borrowers' domestic subsidiaries (the "Guarantors") guarantee the obligations of the Borrowers under the Revolving Credit Facility. The obligations of the Borrower and the Guarantors are secured by all of the

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

assets of the Borrowers and the Guarantors, including the Borrowers' facility and real estate in Bessemer City, North Carolina, subject to certain exceptions and exclusions.

We recorded \$ 0.8 million of incremental deferred financing costs in the condensed consolidated balance sheets for the Revolving Credit Facility commitment and legal fees and a \$ 0.2 million loss on debt extinguishment in the condensed consolidated statements of operations for the three months ended March 31, 2024 for the write off of existing deferred financing costs to recognize a partial change in syndication related to the Revolving Credit Facility. The carrying value of our deferred financing costs was \$ 2.7 million as of March 31, 2024 and is recorded to Other assets in our condensed consolidated balance sheet.

**Covenants**

The Credit Agreement contains certain affirmative and negative covenants that are binding on us and our subsidiary, Livent USA Corp., as borrowers (the "Borrowers") and their subsidiaries, including, among others, restrictions (subject to exceptions and qualifications) on the ability of the Borrowers and their subsidiaries to create liens, to undertake fundamental changes, to incur debt, to sell or dispose of assets, to make investments, to make restricted payments such as dividends, distributions or equity repurchases, to change the nature of their businesses, to enter into transactions with affiliates and to enter into certain restrictive agreements. Furthermore, the Borrowers are subject to financial covenants regarding leverage (measured as the ratio of debt to adjusted earnings) and interest coverage (measured as the ratio of adjusted earnings to interest expense). Our maximum allowable first lien leverage ratio is 3.5 as of March 31, 2024. Our minimum allowable interest coverage ratio is 3.5. We were in compliance with all requirements of the covenants as of March 31, 2024.

**Debt assumed as a result of Allkem Livent Merger**

The following is a summary of Allkem's indebtedness that Arcadium Lithium assumed as a result of the Allkem Livent Merger.

**Project Loan Facility**

SDJ SA has a project loan facility with Mizuho Bank related to the Olaroz Plant (the "Project Loan Facility"):

- The Project Loan Facility for Stage 1 of the Olaroz Plant had an outstanding principal balance of \$ 9.2 million as of March 31, 2024. The interest rate for the Stage 1 loan is the SOFR plus a margin of 0.80 %. The interest rate related to 88.6 % of the loan was hedged in 2015 with such rate currently at 4.896 % until the last repayment in September 2024. Sales de Jujuy Pte Ltd has provided security in favor of Mizuho Bank over the shares it owns in SDJ SA and the Japan Organization for Metals and Energy Security, which covers 82.35 % of the outstanding principal amount; and
- The Project Loan Facility for Stage 2 of the Olaroz project had an outstanding balance of \$ 144.0 million as of March 31, 2024. The interest rate for the Stage 2 loan is a fixed rate of 2.6119 % per annum until expiry in March 2029.

As of March 31, 2024, Arcadium had cash set aside of \$ 24.6 million in other noncurrent assets in its condensed consolidated balance sheets for the guarantee of the Project Loan Facility.

Under an arrangement with TTC, Arcadium has reserved \$ 77.8 million as a cash guarantee for the Olaroz Plant Project Loan Facility.

**Project Financing Facility**

Galaxy Lithium (SAL DE VIDA) S.A. ("SDV SA"), which is owned 100% by Arcadium, entered into a project financing facility with the International Finance Corporation related to the Sal de Vida development project ("Sal de Vida") in Argentina (the "Project Financing Facility"). The Project Financing Facility originally provided for a total of \$ 180.0 million in limited recourse, sustainability-linked green project financing maturing in March 2033, with repayment commencing in March 2026. The Project Financing Facility had an outstanding principal balance of \$ 47.0 million as of March 31, 2024. Arcadium Lithium expects to pay off the balance of the Project Financing Facility in the second quarter of 2024. The interest rate for the Project Financing Facility is term SOFR plus a margin of 4.8 % with adjustments of up to +/- 0.25 % based on the performance against agreed sustainability targets, as measured at June 2026, 2028 and 2030. The Project Financing Facility is supported by an Arcadium Lithium parent guarantee until completion of construction and subject to affirmative and negative covenants. As of March 31, 2024, Arcadium had cash set aside of \$ 32.5 million in other noncurrent assets in its condensed consolidated balance sheets for the guarantee of the Project Financing Facility.

**Affiliate Loans With TTC**

SDJ SA has eleven loans with TTC related to the Olaroz Plant originally providing for a total of \$ 93.0 million in principal. As of March 31, 2024, the loans have an outstanding principal balance of \$ 81.6 million and are payable ranging from July 2024 until March 2030.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 15: Share-based Compensation****Arcadium Lithium plc Omnibus Incentive Plan (the "Arcadium Plan")**

As of March 31, 2024, there were 64,548,000 Arcadium ordinary shares authorized for issuance under the Arcadium Plan. The Arcadium Plan provides for the grant of a variety of cash and equity awards to officers, directors, employees and consultants, including share options, restricted shares, restricted share units (including performance units), share appreciation rights, and management incentive awards. The Compensation Committee of the Arcadium Board of Directors (the "Arcadium Committee") has the authority to amend the Arcadium Plan at any time, approve financial targets, award grants, establish performance objectives and conditions and the times and conditions for payment of awards.

Share options granted under the Arcadium Plan may be incentive or non-qualified share options. The exercise price for share options may not be less than the fair market value of the share at the date of grant. Awards granted under the Arcadium Plan vest or become exercisable or payable at the time designated by the Arcadium Committee. The options granted in 2024 will vest on the first, second and third anniversaries of the date of grant, subject generally to continued employment, and cost is recognized over the vesting period. Incentive and non-qualified options granted under the Arcadium Plan expire not later than 10 years from the grant date.

Under the Arcadium Plan, awards of restricted share units ("RSUs") vest over periods designated by the Arcadium Committee. The RSUs granted in 2024 to employees will vest equally on the first, second and third anniversaries of the grant date, subject generally to continued employment, and cost is recognized over the vesting period. The RSUs granted to non-employee directors in 2024 vest at the Company's next annual meeting of shareholders following the grant date. Compensation cost is recognized over the vesting periods based on the market value of Arcadium ordinary shares on the grant date of the award.

**Allkem Replacement Awards**

Pursuant to the Transaction Agreement, the equity awards of Allkem (including performance rights) outstanding as of immediately prior to the closing of the Allkem Livent Merger were converted into equity awards denominated in shares of Arcadium ordinary shares. The Company issued time-based vesting restricted shares in connection with the conversion of such awards. The estimated fair value of the portion of the Allkem equity awards for which the required service period had been completed at the time of the closing of the Allkem Livent Merger was treated as purchase consideration. The remaining estimated fair value is recorded as compensation expense over the remainder of the service period associated with the awards. The Allkem Replacement Awards are authorized for issuance under the Arcadium Plan.

**Legacy Livent Awards**

As of March 31, 2024, there were 6,579,305 Arcadium ordinary shares authorized for issuance upon the exercise or settlement of the Legacy Livent Awards.

**Share Compensation**

We recognized the following share compensation expense for Legacy Livent Awards and awards under the Arcadium Plan:

(in Millions)	Three Months Ended March 31,	
	2024	
Share Option Expense, net of taxes of \$ 0.1	\$	0.4
Restricted Share Expense, net of taxes of \$ 0.7		12.4
Performance-Based Restricted Share Expense, net of taxes of less than \$ 0.1		0.4
Total Share Compensation Expense, net of taxes of \$ 0.8 <sup>(1)</sup>	\$	13.2

(1) Gross share compensation charges of \$ 2.3 million and \$ 13.5 million were recorded to "Selling, general and administrative expenses" and "Restructuring and other charges", respectively, in our condensed consolidated statements of operations for the three months ended March 31, 2024.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Share Options**

The grant date fair values of the share options granted in the three months ended March 31, 2024, were estimated using the Black-Scholes option valuation model, the key assumptions for which are listed in the table below. The expected volatility assumption is based on the historical volatility of a group of ten of our publicly traded peers that operate in the specialty chemical sector. The expected life represents the period of time that options granted are expected to be outstanding. The risk-free interest rate is based on U.S. Treasury securities with terms equal to the expected timing of share option exercises as of the grant date. The dividend yield assumption reflects anticipated dividends on Arcadium's ordinary shares. Arcadium share options granted in the three months ended March 31, 2024 will vest equally on the first, second and third anniversaries of the grant date and expire ten years from the date of grant.

**Black Scholes valuation assumptions for Arcadium Plan share option grants:**

	<b>Three Months Ended March 31, 2024</b>
Expected dividend yield	— %
Expected volatility	31.18 %
Expected life (in years)	6.0
Risk-free interest rate	4.08 %

The weighted-average grant date fair value of share options granted during the three months ended March 31, 2024 was \$ 1.91 per share.

The following summary shows share option activity for the Alkem Livent Merger and the Arcadium Plan for the three months ended March 31, 2024:

	<b>Weighted-Average</b>	<b>Number of Options Granted But Not Exercised</b>	<b>Remaining Contractual Life (in Years)</b>	<b>Weighted-Average Exercise Price Per Share</b>	<b>Aggregate Intrinsic Value (in Millions)</b>
Outstanding December 31, 2023		5,060,687	5.6 years	\$ 6.73	\$ 6.5
Granted		2,517,175		\$ 4.95	
Exercised		( 53,056 )		\$ 4.05	\$ —
Outstanding March 31, 2024		<u>7,524,806</u>	6.6	\$ 6.28	\$ 0.8
Exercisable at March 31, 2024		<u>4,142,996</u>	4.9	\$ 6.25	\$ 0.8

As of March 31, 2024, we had total remaining unrecognized compensation cost related to unvested share options of \$ 5.5 million which will be amortized over the weighted-average remaining requisite service period of approximately 1.6 years.

**Restricted Share Unit Awards**

The grant date fair value of RSUs under the Arcadium Plan is based on the market price per share of Arcadium's ordinary shares on the date of grant, and the related compensation cost is amortized to expense on a straight-line basis over the vesting period during which the employees perform related services, which for the RSUs granted during the three months ended March 31, 2024, will vest equally on the first, second and third anniversaries of the grant date.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

Pursuant to the Transaction Agreement, on the Acquisition Date, 927,510 employee RSUs vested on an accelerated pro rata basis. The following table shows RSU activity for the Allkem Livent Merger and the Arcadium Plan for the three months ended March 31, 2024 :

	<b>Restricted Share Units</b>		
	Number of awards	Weighted-Average Grant Date Fair Value	Aggregate Intrinsic Value (in Millions)
Nonvested December 31, 2023	2,287,088	\$ 7.83	\$ 17.1
Granted <sup>(1)</sup>	2,238,079	\$ 5.99	
Vested <sup>(2)</sup>	( 1,816,439 )	\$ 7.11	
Nonvested March 31, 2024	<u><u>2,708,728</u></u>	<u><u>\$ 6.83</u></u>	<u><u>\$ 10.5</u></u>

1. The Company granted 1,080,825 Allkem Replacement Awards on January 12, 2024 pursuant to the Transaction Agreement.
2. Immediately prior to the Acquisition Date, 768,440 non-employee Director RSUs vested and were paid out in cash of \$ 5.3 million pursuant to the Transaction Agreement.

As of March 31, 2024, the Arcadium Plan had total remaining unrecognized compensation cost related to unvested RSUs of \$ 13.3 million which will be amortized over the weighted-average remaining requisite service period of approximately 1.7 years.

**Performance-Based Restricted Share Unit ("PRSU") Awards**

Pursuant to the Transaction Agreement, on the Acquisition Date, 96,885 employee PRSUs vested on an accelerated basis at the higher of the PRSU payout on the accelerated vest date, which was —%, or 100 %. The following table shows PRSU activity for the three months ended March 31, 2024.

	<b>Performance-Based Restricted Share Units</b>		
	Number of awards	Weighted-Average Grant Date Fair Value	Aggregate Intrinsic Value (in Millions)
Nonvested as of December 31, 2023	96,885	\$ 9.43	\$ 0.7
Vested	( 96,885 )	\$ 9.43	
Nonvested as of March 31, 2024	<u><u>—</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 16: Equity**

After the closing of the Alkem Livent Merger on January 4, 2024 and as of March 31, 2024, we had 5 billion ordinary shares of \$ 1.00 par value each and 125 million preferred shares of \$ 1.00 par value each authorized. The following is a summary of Arcadium's ordinary shares issued and outstanding:

	Issued	Treasury	Outstanding
<b>Balance as of December 31, 2023 <sup>(1)</sup></b>	<b>433,059,946</b>	<b>( 263,669 )</b>	<b>432,796,277</b>
Issued to Alkem shareholders - Alkem Livent Merger	641,337,840	—	641,337,840
PRSUs and RSU awards accelerated - Alkem Livent Merger	648,969	—	648,969
Arcadium RSU awards	15,248	—	15,248
Arcadium share option awards	8,497	—	8,497
Net sales of treasury shares - Arcadium NQSP	—	461	461
<b>Balance as of March 31, 2024</b>	<b>1,075,070,500</b>	<b>( 263,208 )</b>	<b>1,074,807,292</b>

1. Balances outstanding as of December 31, 2023, representing predecessor Livent, have been adjusted to reflect the 2.406 Exchange Ratio.

**Accumulated other comprehensive loss**

Summarized below is the roll forward of accumulated other comprehensive loss, net of tax.

(in Millions)	Foreign currency adjustments			Derivative Instruments	Total
	\$	( 49.8 )	\$	—	\$ ( 49.8 )
<b>Accumulated other comprehensive loss, net of tax as of December 31, 2023</b>	<b>\$ ( 49.8 )</b>				
Other comprehensive (losses)/income before reclassifications		( 20.2 )		0.2	( 20.0 )
<b>Accumulated other comprehensive loss, net of tax as of March 31, 2024</b>	<b>\$ ( 70.0 )</b>			\$ 0.2	<b>\$ ( 69.8 )</b>
(in Millions)	Foreign currency adjustments			Derivative Instruments	Total
	\$	( 51.0 )	\$	—	\$ ( 51.0 )
<b>Accumulated other comprehensive loss, net of tax as of December 31, 2022</b>	<b>\$ ( 51.0 )</b>				
Other comprehensive income before reclassifications		1.5		0.2	1.7
<b>Accumulated other comprehensive loss, net of tax as of March 31, 2023</b>	<b>\$ ( 49.5 )</b>			\$ 0.2	<b>\$ ( 49.3 )</b>

**Dividends**

For the three months ended March 31, 2024 and 2023, we paid no dividends. We do not expect to pay any dividends in the foreseeable future.

**Note 17: Earnings Per Share**

Earnings per ordinary share ("EPS") is computed by dividing net income by the weighted average number of common shares outstanding during the period on a basic and diluted basis. Our potentially dilutive securities include potential ordinary shares related to our share options, restricted share units and 2025 Notes. See Note 12 to our consolidated financial statements in Part II, Item 8 of our 2023 Annual Report on Form 10-K for more information. Diluted earnings per share ("Diluted EPS") considers the impact of potentially dilutive securities except in periods in which there is a loss because the inclusion of the potential ordinary shares would have an anti-dilutive effect. Diluted EPS excludes the impact of potential ordinary shares related to our share options in periods in which the option exercise price is greater than the average market price of our ordinary shares for the period. We use the if-converted method when calculating the potential dilutive effect, if any, of our 2025 Notes.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

Earnings applicable to ordinary shares and ordinary shares used in the calculation of basic and diluted earnings per share are as follows:

(in Millions, Except Share and Per Share Data)	Three Months Ended March 31,	
	2024	2023 <sup>(1)</sup>
<b>Numerator:</b>		
Net income attributable to Arcadium Lithium plc	\$ 15.6	\$ 114.8
<b>Denominator:</b>		
Weighted average ordinary shares outstanding - basic	1,053.4	432.0
Dilutive share equivalents from share-based plans	1.0	3.6
Dilutive share equivalents from 2025 Notes	67.7	67.7
Weighted average ordinary shares outstanding - diluted	1,122.1	503.3
Basic earnings per ordinary share	\$ 0.01	\$ 0.27
Diluted earnings per ordinary share	\$ 0.01	\$ 0.23

1. For the three months ended March 31, 2023, weighted average ordinary shares outstanding - basic and diluted, dilutive share equivalents and basic and diluted earnings per ordinary share amounts represent predecessor Livent and have been adjusted to reflect the 2.406 Exchange Ratio.

**Anti-dilutive share options**

For the three months ended March 31, 2024, options to purchase 3,683,694 shares of our ordinary shares, respectively, at an average exercise price of \$ 7.87 per share were anti-dilutive and not included in the computation of diluted earnings per share because the exercise price of the options was greater than the average market price of the ordinary shares for the three months ended March 31, 2024. For the three months ended March 31, 2023, options to purchase 438,154 shares of our ordinary shares, respectively, at an average exercise price of \$ 9.70 per share were anti-dilutive and not included in the computation of diluted earnings per share because the exercise price of the options was greater than the average market price of the ordinary shares for the three months ended March 31, 2023.

**Note 18: Financial Instruments, Risk Management and Fair Value Measurements**

Our financial instruments include cash and cash equivalents, trade receivables, other current assets, investments held in trust fund, trade payables, derivatives and amounts included in accruals meeting the definition of financial instruments. Investments in the Arcadium NQSP deferred compensation plan trust fund are considered Level 1 investments based on readily available quoted prices in active markets for identical assets. The carrying value of cash and cash equivalents, trade receivables, other current assets, and trade payables approximates their fair value due to their short-term nature and are considered Level 1 investments. Our other financial instruments include the following:

Financial Instrument	Valuation Method
Foreign exchange forward contracts	Estimated amounts that would be received or paid to terminate the contracts at the reporting date based on current market prices for applicable currencies.

The estimated fair value of our foreign exchange forward contracts has been determined using standard pricing models which take into account the present value of expected future cash flows discounted to the balance sheet date. These standard pricing models utilize inputs derived from, or corroborated by, observable market data such as currency and commodity spot and forward rates.

Fair value is defined 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 measurement date (exit price). The inputs used to measure fair value are classified into the following hierarchy:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

Level 2 - Unadjusted quoted prices in active markets for similar assets or liabilities, or unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.

Level 3 - Unobservable inputs for the asset or liability.

The estimated fair value and the carrying amount of debt were \$ 688.9 million and \$ 583.3 million, respectively, as of March 31, 2024. Our 2025 Notes are classified as Level 2 in the fair value hierarchy.

#### **Use of Derivative Financial Instruments to Manage Risk**

We mitigate certain financial exposures connected to currency risk through a program of risk management that includes the use of derivative financial instruments. We enter into foreign exchange forward contracts to reduce the effects of fluctuating foreign currency exchange rates.

We formally document all relationships between hedging instruments and hedged items, as well as the risk management objective and strategy for undertaking various hedge transactions. This process includes relating derivatives that are designated as fair value or cash flow hedges to specific assets and liabilities on the balance sheet or to specific firm commitments or forecasted transactions. We also assess both at the inception of the hedge and on an ongoing basis, whether each derivative is highly effective in offsetting changes in fair values or cash flows of the hedged item. If we determine that a derivative is not highly effective as a hedge, or if a derivative ceases to be a highly effective hedge, we discontinue hedge accounting with respect to that derivative prospectively.

#### **Foreign Currency Exchange Risk Management**

We conduct business in many foreign countries, exposing earnings, cash flows, and our financial position to foreign currency risks. The majority of these risks arise as a result of foreign currency transactions. The primary currencies for which we have exchange rate exposure are the Euro, the British pound, the Chinese yuan, the Argentine peso, the Australian dollar, the Canadian dollar and the Japanese yen. We currently do not hedge foreign currency risks associated with the Argentine peso due to the limited availability and the high cost of suitable derivative instruments. Our policy is to minimize exposure to adverse changes in currency exchange rates. This is accomplished through a controlled program of risk management that could include the use of foreign currency debt and forward foreign exchange contracts. We also use forward foreign exchange contracts to hedge firm and highly anticipated foreign currency cash flows, with an objective of balancing currency risk to provide adequate protection from significant fluctuations in the currency markets.

#### **Concentration of Credit Risk**

Our counterparties to derivative contracts are primarily major financial institutions. We limit the dollar amount of contracts entered into with any one financial institution and monitor counterparties' credit ratings. We also enter into master netting agreements with each financial institution, where possible, which helps mitigate the credit risk associated with our financial instruments. While we may be exposed to credit losses due to the nonperformance of counterparties, we consider this risk remote.

#### **Accounting for Derivative Instruments and Hedging Activities**

##### ***Cash Flow Hedges***

We recognize all derivatives on the balance sheet at fair value. On the date we enter into the derivative instrument, we generally designate the derivative as a hedge of the variability of cash flows to be received or paid related to a forecasted transaction (cash flow hedge). We record in accumulated other comprehensive loss ("AOCL") changes in the fair value of derivatives that are designated as and meet all the required criteria for, a cash flow hedge. We then reclassify these amounts into earnings as the underlying hedged item affects earnings. In contrast, we immediately record in earnings changes in the fair value of derivatives that are not designated as cash flow hedges. As of March 31, 2024, we had open foreign currency forward contracts in AOCL in a net after-tax gain position of \$ 0.2 million designated as cash flow hedges of underlying forecasted sales and purchases. As of March 31, 2024, we had open forward contracts with various expiration dates to buy, sell or exchange foreign currencies with a U.S. dollar equivalent of approximately \$ 32.3 million.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

A net after-tax gain of \$ 0.2 million, representing open foreign currency exchange contracts, will be realized in earnings during the year ending December 31, 2024 if spot rates in the future are consistent with market rates as of March 31, 2024. The actual effect on earnings will be dependent on the actual spot rates when the forecasted transactions occur. We recognize derivative gains and losses in the "Cost of sales" line in the condensed consolidated statements of operations.

**Derivatives Not Designated As Cash Flow Hedging Instruments**

We hold certain forward contracts that have not been designated as cash flow hedging instruments for accounting purposes. Contracts used to hedge the exposure to foreign currency fluctuations associated with certain monetary assets and liabilities are not designated as cash flow hedging instruments and changes in the fair value of these items are recorded in earnings.

We had open forward contracts not designated as cash flow hedging instruments for accounting purposes with various expiration dates to buy, sell or exchange foreign currencies with a U.S. dollar equivalent of approximately \$ 87.1 million as of March 31, 2024.

**Fair Value of Derivative Instruments**

The following table provides the gross fair value and net balance sheet presentation of our derivative instruments. The Company had no open derivative cash flow hedge contracts as of December 31, 2023.

(in Millions)	March 31, 2024	
	Gross Amount of Derivatives	
	Designated as Cash Flow Hedges	
<b>Derivative assets</b>		
Foreign exchange contracts	\$ 0.2	0.2
<b>Total derivative assets <sup>(1)</sup></b>		<b>0.2</b>
<b>Net derivative assets</b>	<b>\$ 0.2</b>	<b>0.2</b>

1. Net balance is included in "Prepaid and other current assets" in the condensed consolidated balance sheets.

The following tables summarize the gains or losses related to our cash flow hedges and derivatives not designated as cash flow hedging instruments.

**Derivatives in Cash Flow Hedging Relationships**

(in Millions)	Total Foreign Exchange Contracts	
	\$	—
<b>Accumulated other comprehensive income, net of tax as of December 31, 2023</b>	\$ 0.2	0.2
Unrealized hedging gains, net of tax	0.2	0.2
Total derivatives instruments impact on comprehensive income, net of tax	0.2	0.2
<b>Accumulated other comprehensive income, net of tax as of March 31, 2024</b>	<b>\$ 0.2</b>	<b>0.2</b>
(in Millions)	Total Foreign Exchange Contracts	
	\$	—
<b>Accumulated other comprehensive income, net of tax as of December 31, 2022</b>	\$ 0.2	0.2
Unrealized hedging gains, net of tax	0.2	0.2
Total derivatives instruments impact on comprehensive income, net of tax	0.2	0.2
<b>Accumulated other comprehensive income, net of tax as of March 31, 2023</b>	<b>\$ 0.2</b>	<b>0.2</b>

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Derivatives Not Designated as Cash Flow Hedging Instruments**

(in Millions)	Location of Gain or (Loss) Recognized in Income on Derivatives	Amount of Pre-tax Gain or (Loss) Recognized in Income on Derivatives <sup>(1)</sup>	
		Three Months Ended March 31,	
		2024	2023
Foreign Exchange contracts	Other gain	\$ 13.9	\$ —
Foreign Exchange contracts	Cost of sales	( 3.3 )	2.1
<b>Total</b>		<b>\$ 10.6</b>	<b>\$ 2.1</b>

1. Amounts represent the gain or loss on the derivative instrument offset by the gain or loss on the hedged item.

**Fair Value Measurements**

**Recurring Fair Value Measurements**

The following tables present our fair-value hierarchy for those assets and liabilities measured at fair-value on a recurring basis in our condensed consolidated balance sheets.

(in Millions)	March 31, 2024	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)		
		\$	6.0	\$	6.0	\$	—	\$
<b>Assets</b>								
Investments in deferred compensation plan <sup>(1)</sup>	\$ 5.5	\$ 6.0	\$ 6.0	\$ —	\$ —	\$ —	\$ 5.5	\$ —
JEMSE Receivable	2.5	—	—	—	—	—	—	—
Equity securities <sup>(2)</sup>	0.2	—	—	0.2	—	—	—	—
Derivatives – Foreign exchange	\$ 14.2	\$ 8.5	\$ 8.5	\$ 0.2	\$ 0.2	\$ 5.5	\$ —	\$ —
<b>Total Assets</b>	<b>\$ 14.2</b>	<b>\$ 8.5</b>	<b>\$ 8.5</b>	<b>\$ 0.2</b>	<b>\$ 0.2</b>	<b>\$ 5.5</b>	<b>\$ —</b>	<b>\$ —</b>
<b>Liabilities</b>								
Deferred compensation plan obligation <sup>(3)</sup>	\$ 7.2	\$ 7.2	\$ 7.2	\$ —	\$ —	\$ —	\$ —	\$ —
<b>Total Liabilities</b>	<b>\$ 7.2</b>	<b>\$ 7.2</b>	<b>\$ 7.2</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>

(in Millions)	December 31, 2023	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)		
		\$	4.1	\$	4.1	\$	—	\$
<b>Assets</b>								
Investments in deferred compensation plan <sup>(1)</sup>	\$ 4.1	\$ 4.1	\$ 4.1	\$ —	\$ —	\$ —	\$ —	\$ —
<b>Total Assets</b>	<b>\$ 4.1</b>	<b>\$ 4.1</b>	<b>\$ 4.1</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>
<b>Liabilities</b>								
Deferred compensation plan obligation <sup>(3)</sup>	\$ 6.7	\$ 6.7	\$ 6.7	\$ —	\$ —	\$ —	\$ —	\$ —
<b>Total Liabilities</b>	<b>\$ 6.7</b>	<b>\$ 6.7</b>	<b>\$ 6.7</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>

1. Balance is included in "Investments" in the condensed consolidated balance sheets. Arcadium NQSP investments in Arcadium ordinary shares are recorded as "Treasury shares" in the condensed consolidated balance sheets and carried at historical cost. Mark-to-market gains of \$ 0.8 million were recorded for the three months ended March 31, 2024 and mark-to-market losses of \$ 0.2 million were recorded for the three months ended March 31, 2023, related to the Arcadium ordinary shares. The mark-to-market gains and losses were recorded

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

in "Selling, general and administrative expenses" in the condensed consolidated statements of operations, with a corresponding offset to the deferred compensation plan obligation in the condensed consolidated balance sheets.

2. Mark-to-market gains and losses are recorded to "Other gain/loss" in the condensed consolidated statement of operations.
3. Balance is included in "Other long-term liabilities" in the condensed consolidated balance sheets.
4. The Company had no open cash flow hedge contracts as of December 31, 2023.

**Note 19: Commitments and Contingencies****Contingencies**

We are a party to various legal proceedings, certain of these matters are discussed below. Arcadium records liabilities for estimated losses from contingencies when information available indicates that a loss is probable and the amount of the loss, or range of loss, can be reasonably estimated. As additional information becomes available, management adjusts its assessments and estimates. Legal costs are expensed as incurred.

In addition to the legal proceedings noted below, we have certain contingent liabilities arising in the ordinary course of business. Some of these contingencies are known but are so preliminary that the merits cannot be determined, or if more advanced, are not deemed material based on current knowledge; and some are unknown - for example, claims with respect to which we have no notice or claims which may arise in the future from products sold, guarantees or warranties made, or indemnities provided. Therefore, we are unable to develop a reasonable estimate of our potential exposure of loss for these contingencies, either individually or in the aggregate, at this time. There can be no assurance that the outcome of these contingencies will be favorable, and adverse results in certain of these contingencies could have a material adverse effect on the consolidated financial position, results of operations in any one reporting period, or liquidity.

**Argentine Customs & Tax Authority Matters**

Minera del Altiplano SA, our subsidiary in Argentina ("MdA"), has received notices from the Argentine Customs Authorities that they are conducting customs audits in Salta (for 2015 to 2019, 2021 and 2022), Rosario (for 2016 and 2017), Buenos Aires and Ezeiza (for 2018, 2019, 2021 and 2022) regarding the export of lithium carbonate by MdA from each of those locations. See Note 20 for more information about the payment the Company made in June 2023 for export duties and interest claimed by the Customs Authorities of Buenos Aires, Ezeiza and Salta related to exports made between the years 2018 – 2022. MdA was also notified from the Argentine Tax Authority of the start of transfer pricing audits for the periods 2017 and 2018.

SDJ SA, our subsidiary in Argentina, received notification from Jujuy provincial tax authority regarding a royalty adjustment in favor of the Province for the periods 2021 and 2022. SDJ SA was also notified by the Argentine Tax Authority of the start of a transfer pricing audit for the period of 2018.

A range of reasonably possible liabilities, if any, cannot be currently estimated by the Company.

In January, 2023, the Argentina Ministry of Economy issued a resolution to cancel an export rebate regime relating to lithium products, which was followed by Presidential Decree No. 57/2023 in February, 2023. The Presidential Decree prospectively cancels all export rebates for lithium products. Prior to the Presidential Decree, MdA had the right to collect 4 % of the FOB value for exported products (which consisted of the "La Puna" rebate which was 2.5 % and the "Export" rebate which was 1.5 %). In October 2023 by Presidential Decree No. 557/2023 the Export rebate of 1.5 % was reinstated. Subsequent to the Presidential Decree entering into force on October 26, 2023 MdA is entitled to the 1.5 % rebate/refund on FOB value of its exported products. As of March 31, 2024, MdA has a receivable of approximately \$ 4.5 million USD which is still valid and remains in force after the Presidential Decrees.

**Australia Tax Matters**

We were informed on April 16, 2024 that the Australian Taxation Office will be performing a combined assurance review of Allkem Limited and its Australian subsidiaries for the period of July 1, 2019 to June 30, 2023.

**Leases**

All of our leases are operating leases as of March 31, 2024 and December 31, 2023. We have operating leases for corporate offices, manufacturing facilities, and land. Our leases have remaining lease terms of two to twenty-seven years .

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

The Company assumed an ROU asset and corresponding lease liability of \$ 53.4 million in the Alkem Livent Merger, all of which are accounted for as operating leases. Quantitative disclosures about our leases are summarized in the table below.

(in Millions, except for weighted-average amounts)	Three Months Ended March 31,	
	2024	2023
<b>Lease Cost</b>		
Operating lease cost	\$ 4.3	\$ 0.3
Short-term lease cost	0.1	0.1
<b>Total lease cost <sup>(1)</sup></b>	<b>\$ 4.4</b>	<b>\$ 0.4</b>
<b>Other information</b>		
Cash paid for amounts included in the measurement of lease liabilities:		
Cash paid for operating leases	\$ 4.4	\$ 0.3

1. Lease expense is classified as "Selling, general and administrative expenses" in our condensed consolidated statements of operations.

As of March 31, 2024, our operating leases had a weighted average remaining lease term of 7.9 years and a weighted average discount rate of 8.4 %.

The table below presents a maturity analysis of our operating lease liabilities for each of the next five years and a total of the amounts for the remaining years.

(in Millions)	Undiscounted cash flows	
Remainder of 2024	\$ 11.9	
2025	10.0	
2026	9.1	
2027	8.4	
2028	8.0	
Thereafter	31.0	
<b>Total future minimum lease payments</b>	<b>78.4</b>	
Less: Imputed interest	( 23.3 )	
<b>Total</b>	<b>\$ 55.1</b>	

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

**Note 20: Supplemental Information**

The following tables present details of prepaid and other current assets, other assets, accrued and other current liabilities, and other long-term liabilities as presented on the condensed consolidated balance sheets:

(in Millions)	March 31, 2024	December 31, 2023
<b>Prepaid and other current assets</b>		
Tax related items	\$ 71.8	\$ 29.5
Prepaid expenses	30.8	16.9
Argentina government receivable <sup>(1)</sup>	9.8	7.9
Other receivables	47.6	28.2
Bank Acceptance Drafts <sup>(2)</sup>	0.6	—
Derivative assets (Note 17)	0.2	—
Other current assets	4.9	3.9
<b>Total</b>	<b>\$ 165.7</b>	<b>\$ 86.4</b>

(in Millions)	March 31, 2024	December 31, 2023
<b>Other assets</b>		
Argentina government receivable <sup>(1), (3)</sup>	\$ 80.4	\$ 71.3
Advance to contract manufacturers <sup>(4)</sup>	26.8	27.6
Long-term semi-finished goods inventory	192.2	1.0
Tax related items	4.2	4.0
Capitalized software, net	1.7	1.1
Investment in transit - Nemaska Lithium <sup>(5)</sup>	39.1	—
Other assets	97.7	22.7
<b>Total</b>	<b>\$ 442.1</b>	<b>\$ 127.7</b>

1. We have various subsidiaries that conduct business in Argentina. As of March 31, 2024 and December 31, 2023, \$ 39.4 million and \$ 38.8 million, respectively, of outstanding receivables due from the Argentina government, which primarily represent export tax and export rebate receivables, was denominated in U.S. dollars. A recent judicial decision relating to the U.S. dollar-denominated export tax receivable portion (\$ 34.8 million) permits the Argentina government to reimburse us in Argentine pesos at the historical foreign exchange rate applicable at each past payment date, adjusted by a bank deposit interest rate. While Arcadium filed an appeal on November 6, 2023 and believes it has valid defenses on the technical merits, the ultimate resolution of this matter could result in a possible loss of up to \$ 34.3 million. We continually review the recoverability of all outstanding receivables by analyzing historical experience, current collection trends and regional business and political factors among other factors.
2. Bank Acceptance Drafts are a common Chinese finance note used to settle trade transactions. The Company accepts these notes from Chinese customers based on criteria intended to ensure collectability and limit working capital usage.
3. In June 2023, the Company decided to pay \$ 21.7 million for the export duties and interest claimed by the Customs Authorities of Buenos Aires, Ezeiza and Salta related to exports made between the years 2018 – 2022 registered in those locations. This payment stops the accrual of any further interest. It was a deposit made under protest and was not an admission of any of the claims made by the Customs Authorities or a waiver of any of the Company's defenses, including recovery of the deposit plus interest. The cases remain in discussion. See Note 19 for more information.
4. We record deferred charges for certain contract manufacturing agreements which we amortize over the term of the underlying contract.
5. Represents the Company's cash contributed to Nemaska Lithium in the first quarter of 2024 which, due to quarter-lag reporting, are not yet recorded in our consolidation of Nemaska. The balance is recorded to Other assets - noncurrent because the cash is expected to be used by Nemaska primarily for capital expenditures. See Note 9 for details.

**ARCADIUM LITHIUM PLC**  
**Notes to the Condensed Consolidated Financial Statements (unaudited) — (Continued)**

(in Millions)	March 31, 2024	December 31, 2023
<b>Accrued and other current liabilities</b>		
Accrued payroll	\$ 2.4	31.2
Employee benefit liability - 401k	5.0	3.2
Environmental reserves, current	2.6	0.5
Accrued investment in unconsolidated affiliates	5.6	1.7
Accrued and other current liabilities <sup>(1)</sup>	81.0	73.2
<b>Total</b>	<b>\$ 126.6</b>	<b>136.8</b>

(in Millions)	March 31, 2024	December 31, 2023
<b>Other long-term liabilities</b>		
Deferred compensation plan obligation	\$ 7.2	\$ 6.7
Contingencies related to uncertain tax positions <sup>(2)</sup>	15.8	6.2
Self-insurance reserves	1.1	1.1
Asset retirement obligations	12.5	3.7
Other long-term liabilities	56.6	3.6
<b>Total</b>	<b>\$ 93.2</b>	<b>\$ 21.3</b>

1. Amounts primarily include accrued capital expenditures related to our expansion projects.  
 2. As of March 31, 2024, we have recorded a liability for uncertain tax positions of \$ 15.4 million and a \$ 0.4 million indemnification liability where the offsetting uncertain tax position is with FMC, per the tax matters agreement.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### SPECIAL NOTE REGARDING FORWARD-LOOKING INFORMATION

*Statement under the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995:* We and our representatives may from time to time make written or oral statements that are "forward-looking" and provide other than historical information, including statements contained in Item 2 of this Quarterly Report on Form 10-Q, in our other filings with the SEC, or in reports to our shareholders.

In some cases, we have identified forward-looking statements by such words or phrases as "will likely result," "is confident that," "expect," "expects," "should," "could," "may," "will continue to," "believe," "believes," "anticipates," "predicts," "forecasts," "estimates," "projects," "potential," "intends" or similar expressions identifying "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including the negative of those words and phrases. Such forward-looking statements are based on our current views and assumptions regarding future events, future business conditions and the outlook for the Company based on currently available information. These forward-looking statements may include projections of our future financial performance, our anticipated growth strategies, anticipated trends in our business, and the anticipated timing for, and outcome and effects of, the post-merger integration of Livent and Allkem. These statements are only predictions based on our current expectations and projections about future events. These statements involve known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from any results, levels of activity, performance or achievements expressed or implied by any forward-looking statement.

Investors are cautioned to carefully consider the risk factors discussed in Part I, Item 1A of our 2023 Annual Report on Form 10-K and in Part II, Item 1A of this Quarterly Report on Form 10-Q.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance, achievements, or timing for, or outcome and effects of, the post-merger integration of Livent and Allkem. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. We wish to caution readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made. We are under no duty to and specifically decline to undertake any obligation to publicly revise or update any of these forward-looking statements after the date of this Quarterly Report on Form 10-Q to conform our prior statements to actual results, revised expectations or to reflect the occurrence of anticipated or unanticipated events.

### APPLICATION OF CRITICAL ACCOUNTING ESTIMATES

Our condensed consolidated financial statements are prepared in conformity with U.S. GAAP. The preparation of our financial statements requires management to make judgments, assumptions and estimates that affect the reported amounts of assets, liabilities, revenues and expenses and that have or could have a material impact on our financial condition and results of operations. We have described certain of our accounting estimates in Note 2 to our consolidated financial statements included in Part II, Item 8 of our 2023 Annual Report on Form 10-K. The SEC has defined critical accounting estimates as those estimates made in accordance with U.S. GAAP that involve a significant level of measurement uncertainty and have had or are reasonably likely to have a material impact on the financial condition or operating performance of a company.

We have reviewed these accounting estimates, identifying those that we believe contain matters that are inherently uncertain, have significant levels of subjectivity and complex judgments and are critical to the preparation and understanding of our condensed consolidated financial statements. We have described our critical accounting estimates in Item 7 of our 2023 Annual Report on Form 10-K. These include revenue recognition, trade and other receivables, impairments and valuation of long-lived assets and equity method investments, accounting for business combinations, and income taxes. We have reviewed these critical accounting estimates with the Audit Committee of our Board of Directors. Critical accounting estimates are central to our presentation of results of operations and financial condition and require management to make judgments, assumptions and estimates on certain matters. We base our estimates, assumptions and judgments on historical experience, current conditions and other reasonable factors. In addition to the critical accounting estimates described in our Form 10-K, we have added "Resources" and "Goodwill", described hereinafter.

As a result of inflation, high interest rates and various global conflicts, there has been uncertainty and disruption in the global economy and financial markets. The estimates used for, but not limited to, revenue recognition and the collectability of trade receivables, impairment and valuation of long-lived assets, and income taxes could be impacted. We have assessed the impact and are not aware of any specific events or circumstances that required an update to our estimates and assumptions or materially affected the carrying value of our assets or liabilities as of the date of issuance of this Quarterly Report on Form 10-Q. These estimates may change as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

## OVERVIEW

Arcadium Lithium is a leading global lithium chemicals producer with a diversified product offering and enhanced business-critical scale, including a presence in three major lithium geographies (i.e., the South American "lithium triangle," Western Australia and Canada) and a lithium deposit base that is among the largest in the world. We are a pure-play, fully integrated lithium company, with a long, proven history of producing performance lithium compounds. Our primary products, namely battery-grade lithium hydroxide, lithium carbonate, spodumene, butyllithium and high purity lithium metal are critical inputs used in various performance applications.

As a result of our focus on supplying performance lithium compounds for use in the rapidly growing electric vehicle ("EV") and broader energy storage battery markets, we expect our revenue generated from lithium hydroxide and lithium carbonate, and from energy storage applications to increase over time. We also expect our revenue by geography to remain at similar proportions until supply chains further regionalize in North America and Europe. We intend to maintain our leadership positions in other high-performance markets such as non-rechargeable batteries, greases, pharmaceuticals and polymers.

We believe that we have earned a reputation as a leading supplier in the markets we serve, based on the performance of our products in our customers' production processes and our ability to provide application know-how and technical support. In the EV market, we are one of a small number of lithium suppliers whose battery-grade lithium hydroxide has been qualified by global customers for use in their cathode material production that is ultimately used in numerous EV programs at scale. Throughout our history, as end market application technologies have evolved, we have worked closely with our customers to understand their changing performance requirements and have developed products to address their needs.

As a vertically integrated lithium producer, we benefit from operating some of the lowest cost lithium mineral deposits in the world that also have a favorable, industry leading sustainability footprint. Arcadium has been extracting lithium brine at its Félix operations at the Salar del Hombre Muerto in Argentina for more than 25 years, and has been producing various lithium compounds for approximately 80 years. Our operational history provides us with a deep understanding of the process of extracting lithium compounds from brine safely and sustainably. We have developed proprietary process knowledge that enables us to produce high quality, low impurity lithium carbonate and lithium chloride, and helps us to produce industry leading quality downstream products. We source the majority of our lithium for use in the production of performance lithium compounds from multiple low-cost operations in Argentina. Our operations in Argentina are expandable, giving us the ability to increase our lithium carbonate and lithium chloride production to meet increasing demand. We also have a hard rock mining operation in Australia producing spodumene concentrate.

We are one of a few lithium compound producers with global manufacturing capabilities. The battery-grade lithium hydroxide in the U.S., China and Japan that we produce today uses lithium carbonate as feedstock. We use lithium chloride to produce lithium metal, a key feedstock in the production of butyllithium products in the U.S., the United Kingdom and China, as well as in the production of high purity lithium metal in the U.S. We have significant know-how and experience in lithium hydroxide, lithium carbonate, butyllithium and high purity lithium metal production processes and product applications, which we believe provide us with a competitive advantage in these markets.

### **Merger of Alkem and Livent**

On January 4, 2024, Arcadium Lithium completed the Alkem Livent Merger.

In this Form 10-Q, because Arcadium Lithium plc is the successor company to Livent in the Alkem Livent Merger which closed on January 4, 2024, we are presenting the results of predecessor Livent's operations for the three months ended March 31, 2023 and as of December 31, 2023, which do not include the financial position or operations of Alkem. Subsequent to the closing of the Alkem Livent Merger on January 4, 2024, the financial statements of the Company presented in this Form 10-Q include the financial position and operations of Alkem. As a result of the Alkem Livent Merger, our financial information for the reporting periods after January 4, 2024, which reflect the results of operations of Alkem, will not be directly comparable to our financial information for periods prior to the Alkem Livent Merger, including the information presented in this Form 10-Q.

### **Segment Information**

In January 2024, Arcadium Lithium completed the Alkem Livent Merger. See Note 4, Alkem Livent Merger for further details. Following the closing of the Alkem Livent Merger, we currently operate as one reportable segment based on the commonalities among our products and services. As integration evolves, we will continue to assess this determination.

## **Business Update**

Since the closing of the Alkem Livent Merger, we have been focused on safely integrating the operations of the legacy Alkem and Livent businesses and identifying and executing on cost savings, commercial and operational synergies. This includes rationalizing office space and employee organizational structures. We are making improvements to our capital management system and process, which we hope will result in more efficient and timely capital spending decisions and outlays. This has also led us to re-evaluate our capital spending projections and future expansion timelines and production estimates. Broadly, we are attempting to have our expansion activities be supported by the cash generated from our operations over time. We continue to harmonize different processes and reporting standards between the legacy Alkem and Livent businesses, including those used for accounting and reporting mineral resources and reserves.

We have had many years of reliable lithium production in Argentina. Nevertheless, our operations in Argentina are subject to their own unique challenges. Even though the shortfall of foreign currency reserves has declined and the monthly rate of inflation has slowed, Argentina continues to be a highly inflationary economy with an unstable currency. It is marked by high natural gas, oil and power prices, and social, labor and political unrest. There is also financial uncertainty over the Argentina government's ability to repay international debt obligations that are maturing in the future. As a result of this mix of factors, there is increasing interest and focus from federal and provincial governments to obtain additional sources of funding, such as through customs and tax revenues and other concessions from private and/or foreign companies, including from the lithium industry. Further, the past difficulties with foreign currency reserves have led to significant restrictions on foreign exchange transactions, which in turn has placed severe limits on imports, including certain materials for our operations and expansion projects. Additionally, vendor concerns regarding high inflation and the inability to restock items has resulted in increased pricing uncertainty with respect to products and equipment.

In Argentina and Canada, we are currently focused on integrating the different operations of Livent and Alkem both from a cost and production efficiency perspective. Our expansion efforts are continuing, albeit at a slower pace than originally contemplated. We are aligning our expansion efforts to match market conditions, supply chain challenges, and local labor market capabilities. Nevertheless, we intend to deliver additional volumes needed by customers within their requested timeframes. We do not expect our current expansion efforts to be affected by the environmental impact assessment to be carried out by the Province of Catamarca that takes into account the cumulative effect of all projects in the area. Management is continuing to monitor the cumulative impact of neighboring projects on our water rights, brine rights and existing easements.

Generally, the global economy and business environment in the diverse group of markets we serve present us with various opportunities and challenges. The demand for lithium products remains strong, driven by the increased adoption of EVs and other energy storage applications, providing us with the opportunity to continue to develop high performance lithium compound products and maintain our position as a leading global producer of butyllithium and high purity lithium metal. We believe our business fundamentals are sound and we have positioned ourselves to manage the impact on our business of fluctuating lithium prices, inflation, high energy costs and shortages, supply chain disruptions, various global conflicts and regional challenges, higher interest rates, the strength of the U.S. dollar, and the corresponding weakening of foreign currencies. Given our extensive global capabilities, vast experience in the markets we serve, and deep customer relationships, we believe we are well positioned to capitalize on new business opportunities and the accelerating trend of electrification.

Customers in the EV manufacturing industry are transitioning their businesses for continued expected growth in electrification, although at different rates around the globe. During the first quarter, China EV adoption as evidenced by new car sales was at record levels similar to those during the prior quarter, and battery installations exceeded many analysts' expectations. In China, lithium iron phosphate (LFP) cathode-based batteries and plug-in electric hybrid vehicles (PHEVs) have increased their share in the chemistry and EV mix in recent quarters. Globally, EV price reductions, particularly those of a few leading automakers, will likely continue to put commercial and financial pressures on several other automakers in the world's major EV markets.

To support rising battery demand for EV and stationary storage applications in the future, cell manufacturers, cathode producers and lithium chemicals producers are adding capacity in different geographies and at different rates. The customer qualification and ramp-up of these cell, cathode, and lithium chemical lines as well as inventory in the supply chain will in turn determine overall lithium consumption. Upstream battery raw material resource development typically takes longer than capacity additions in midstream and downstream parts of the supply chain. All of these variables may continue to add volatility and uncertainty to the overall EV and battery supply chains that may adversely impact our business. This could cause delays in our customers' demand for our high-performance lithium compounds, adversely impacting our business and growth plans.

The material matters that management is currently monitoring are: integration activities related to the Alkem Livent Merger including multiple ongoing expansion projects; political and economic developments in Argentina; the supply and demand balance of battery-grade and total lithium compounds in the global marketplace; lithium market prices and the impact lower prices may have on earnings and investment opportunities; inflation, interest rates and fluctuating foreign currency exchange rates, and the negative impact they may have on our operations, customers and key end markets such as electric vehicles; global

supply chain and logistics issues, and our ability to deliver products and receive key inputs; the impact of the IRA on the Company and customer demand; global energy supply concerns and prices; the potential economic and geopolitical consequences of various global conflicts; and, the potential for cybersecurity breaches.

#### **2024 Business Outlook**

For the combined business, we expect increased volumes sold versus the prior year, with higher lithium carbonate and lithium hydroxide sales, partially offset by lower spodumene concentrate sales. Our 2024 outlook depends to a significant extent on the market prices of our lithium products, which declined substantially in the fourth quarter of 2023 and remain below the full 2023 fiscal year average. This uncertainty is balanced in part by pricing mechanisms on a portion of our existing volumes under commercial agreements. We also expect increased costs versus the prior year, with higher costs from the ramping up of new production units offset by synergy and cost saving initiatives.

The following Management Discussion and Analysis includes the results of predecessor Livent's operations for three months ended March 31, 2023 and as of December 31, 2023, which do not include the financial position or operations of Alkem.

## RESULTS OF OPERATIONS

(in Millions)	Three Months Ended March 31,	
	2024	2023 <sup>(1)</sup>
Revenue	\$ 261.2	\$ 253.5
Cost of sales	116.8	87.5
Gross margin	144.4	166.0
Selling, general and administrative expenses	39.9	16.3
Research and development expenses	1.1	1.0
Restructuring and other charges	83.6	1.9
Total costs and expenses	241.4	106.7
Income from operations before equity in net loss of unconsolidated affiliate, interest income, net, loss on debt extinguishment and other gain	19.8	146.8
Equity in net loss of unconsolidated affiliate	—	8.1
Interest income, net	(11.0)	—
Loss on debt extinguishment	0.2	—
Other gain	(43.1)	—
Income from operations before income taxes	73.7	138.7
Income tax expense	53.8	23.9
Net income	19.9	114.8
Net income attributable to noncontrolling interests	4.3	—
Net income attributable to Arcadium Lithium plc	\$ 15.6	\$ 114.8

1. Represents the results of predecessor Livent's operations for three months ended March 31, 2023 and as of December 31, 2023, which do not include the financial position or operations of Alkem.

In addition to net income attributable to Arcadium Lithium plc, as determined in accordance with U.S. GAAP, we evaluate operating performance using certain Non-GAAP measures such as EBITDA, which we define as net income attributable to Arcadium Lithium plc plus noncontrolling interests, interest income, net, income tax expense, and depreciation and amortization; and Adjusted EBITDA, which we define as EBITDA adjusted for Argentina remeasurement losses, restructuring and other charges, Alkem Livent Merger inventory-related step-up, nonrecurring Blue Chip Swap gains and other losses/(gains). Management believes the use of these Non-GAAP measures allows management and investors to compare more easily the financial performance of its underlying business from period to period. The Non-GAAP information provided may not be comparable to similar measures disclosed by other companies because of differing methods used by other companies in calculating EBITDA and Adjusted EBITDA. These measures should not be considered as a substitute for net income or other measures of performance or liquidity reported in accordance with U.S. GAAP. The following table reconciles EBITDA and Adjusted EBITDA from net income attributable to Arcadium Lithium plc.

(in Millions)	Three Months Ended March 31,	
	2024	2023 <sup>(1)</sup>
Net income attributable to Arcadium Lithium plc	\$ 15.6	\$ 114.8
Add back:		
Net income attributable to noncontrolling interests	4.3	—
Interest income, net	(11.0)	—
Income tax expense	53.8	23.9
Depreciation and amortization	17.2	6.8
EBITDA (Non-GAAP)	79.9	145.5
Add back:		
Argentina remeasurement (gains)/losses <sup>(a)</sup>	(38.6)	4.1
Restructuring and other charges <sup>(b)</sup>	83.6	1.9
Loss on debt extinguishment <sup>(c)</sup>	0.2	—
Inventory step-up, Allkem Livent Merger <sup>(d)</sup>	15.8	—
Other (gain)/loss <sup>(e)</sup>	(12.4)	5.9
Subtract:		
Blue Chip Swap gain <sup>(f)</sup>	(19.7)	—
Adjusted EBITDA (Non-GAAP)	\$ 108.8	\$ 157.4

1. Represents the results of predecessor Livent's operations for three months ended March 31, 2023 and as of December 31, 2023, which do not include the financial position or operations of Allkem.
- a. Represents impact of currency fluctuations on tax assets and liabilities and on long-term monetary assets associated with our capital expansion as well as foreign currency devaluations. The remeasurement losses are included within "Cost of sales" in our condensed consolidated statements of operations but are excluded from our calculation of Adjusted EBITDA because of: i.) their nature as income tax related; ii.) their association with long-term capital projects which will not be operational until future periods; or iii.) the severity of the devaluations and their immediate impact on our operations in the country.
- b. We continually perform strategic reviews and assess the return on our business. This sometimes results in management changes or in a plan to restructure the operations of our business. As part of these restructuring plans, demolition costs and write-downs of long-lived assets may occur. Severance-related and exit costs were \$10.9 million and \$1.7 million for the three months ended March 31, 2024 and 2023, respectively. The three months ended March 31, 2024 also includes integration costs related to the Allkem Livent Merger of \$67.0 million (see Note 11 for more information).
- c. Represents the partial write-off of deferred financing costs for amendments to the Revolving Credit Facility excluded from our calculation of Adjusted EBITDA because the loss is nonrecurring.
- d. Relates to the step-up in inventory recorded for Allkem Livent Merger for the three months ended March 31, 2024 as a result of purchase accounting, excluded from Adjusted EBITDA as the step-up is considered a one-time, non-recurring cost.
- e. The three months ended March 31, 2024 primarily represents foreign currency remeasurement gains related to U.S. dollar-denominated cash balances temporarily held at a foreign currency-functional subsidiary. The three months ended March 31, 2023, prior to consolidation of Nemaska Lithium Inc. ("NLI") on October 18, 2023, represents our 50% ownership interest in costs incurred for certain project-related costs to align NLI's reported results with Arcadium's capitalization policies and interest expense incurred by NLI, all included in Equity in net loss of unconsolidated affiliate in our condensed consolidated statements of operations. The Company consolidates NLI on a one-quarter lag basis and prior to October 18, 2023, accounted for its equity method investment in NLI on a one-quarter lag basis (see Note 8 for more information).
- f. Represents non-recurring gain from the sale in Argentina pesos of Argentina Sovereign U.S. dollar-denominated bonds due to the divergence of Argentina's Blue Chip Swap market exchange rate from the official rate.

#### Three Months Ended March 31, 2024 vs. 2023

##### Revenue

Revenue of \$261.2 million for the three months ended March 31, 2024 (the "2024 Quarter") increased by approximately 3%, or \$7.7 million, compared to \$253.5 million for the three months ended March 31, 2023 (the "2023 Quarter") primarily due to revenues contributed by Allkem post-merger of \$102.5 million partially offset by lower pricing across all legacy Livent products of \$58.5 million and lower volumes of \$36.3 million primarily driven by lithium hydroxide and butyllithium volumes.

##### Gross margin

Gross margin of \$144.4 million for the 2024 Quarter decreased by \$21.6 million, or approximately 13%, versus \$166.0 million for the 2023 Quarter. The decrease in gross margin was primarily due to the impact of lower pricing across all legacy Livent

products of \$58.5 million and lower volumes of \$21 million primarily driven by lithium hydroxide and butyllithium, and higher operating costs of \$13 million, partially offset by the impact from Allkem post-merger of \$71 million.

Selling, general and administrative expenses

Selling, general and administrative expenses of \$39.9 million for the 2024 Quarter increased by \$23.6 million, or approximately 144.8% versus \$16.3 million for the 2023 Quarter. The increase in selling, general and administrative expenses was primarily due to impact from Allkem post-merger of \$20.9 million and \$4 million related to consolidation of Nemaska Lithium on a quarter-lag basis in the 2024 Quarter.

Restructuring and other charges

Restructuring and other charges of \$83.6 million for the 2024 Quarter increased by \$81.7 million versus \$1.9 million for the 2023 Quarter. Restructuring and other charges for the 2024 Quarter primarily consisted of \$67.0 million of costs related to the Allkem Livent Merger, and \$10.9 million severance related charges. 2023 Quarter Restructuring and other charges consisted primarily of severance-related costs (see Note 11 for details).

Equity in net loss of unconsolidated affiliate

Equity in net loss of unconsolidated affiliate of zero and \$8.1 million for the 2024 Quarter and 2023 Quarter, respectively, arises out of our ownership interest in the Nemaska Lithium Project, which is 50%. Nemaska Lithium was consolidated on a quarter-lag basis for the 2024 Quarter and was accounted for as an equity method investment for the 2023 Quarter. The \$(8.1) million for the 2023 Quarter represents Arcadium's 50% share of project-related costs incurred by the Nemaska Lithium Project for continuing construction of the lithium hydroxide conversion plant in Bécancour, Québec (see Note 8 for details).

Income tax expense

The increase in income tax expense to \$53.8 million for the 2024 Quarter resulting in an effective tax rate of 73.0% compared to the income tax expense of \$23.9 million resulting in an effective tax rate of 17.2% for the 2023 Quarter, was primarily due to an increase in fluctuations in foreign currency impacts in Argentina of \$115 million and \$2.5 million for the 2024 Quarter and 2023 Quarter, respectively. The increase in fluctuations in foreign currency impacts in Argentina for the 2024 Quarter of \$115.0 million was partially offset by changes in valuation allowance on the net deferred tax assets in Argentina of \$(76.3) million, primarily relating to the fluctuations in foreign currency impacts in Argentina. In addition, the increase in income tax expense is due to an increase in forecasted jurisdictional mix of earnings where the statutory rate is higher than the U.S. federal statutory rate. The increase in income tax expense was partially offset by a decrease in income from operations.

Net income

Net income of \$19.9 million for the 2024 Quarter decreased \$94.9 million, or approximately 82.7%, versus \$114.8 million for the 2023 Quarter. The decrease was due to lower gross margin, higher income taxes, costs related to the Allkem Livent Merger and higher severance costs, partially offset by interest income, net, Equity in net loss of unconsolidated affiliate in the 2023 Quarter, gain from our sale of Argentina Sovereign U.S. dollar-denominated bonds and foreign currency remeasurement gains related to U.S. dollar-denominated cash balances temporarily held at a foreign currency-functional subsidiary in the 2024 Quarter.

Adjusted EBITDA

Adjusted EBITDA of \$108.8 million for the three months ended March 31, 2024 decreased \$48.6 million, compared to \$157.4 million for the three months ended March 31, 2023, primarily due to lower revenues due to lower pricing of \$58.5 million across all legacy Livent products, lower volumes of \$21 million driven primarily by lithium hydroxide and butyllithium, higher operating costs of \$13 million, partially offset by the impact from Allkem post-merger contribution of \$45.2 million.

## LIQUIDITY AND CAPITAL RESOURCES

Our prospective success in funding our cash needs will depend on the strength of the lithium market and our continued ability to generate cash from operations and raise capital from other sources. Our primary sources of cash are currently generated from operations and borrowings under our Revolving Credit Facility.

Arcadium's cash and cash equivalents as of March 31, 2024 and December 31, 2023, were \$472.7 million and \$237.6 million, respectively. The balance as of December 31, 2023 represents only predecessor Livent cash and cash equivalents. Of the cash and cash equivalents balance as of March 31, 2024, \$420.2 million were held by our foreign subsidiaries, including \$132.5 million at partially-owned subsidiaries. The cash held by foreign subsidiaries for permanent reinvestment is generally used to finance the subsidiaries' operating activities and future foreign investments. We have not provided additional income taxes for any additional outside basis differences inherent in our investments in subsidiaries that are considered permanently reinvested. For those earnings that are not considered permanently reinvested, we have recorded the associated tax expense related to the repatriation of those earnings, where appropriate. See Note 11, Part II, Item 8 of our 2023 Annual Report on Form 10-K for more information.

### Statement of Cash Flows

*Cash (used in)/provided by operating activities was \$(52.8) million and \$102.9 million for the 2024 Quarter and 2023 Quarter, respectively.*

The decrease in cash provided by operating activities for the 2024 Quarter as compared to the cash provided by operating activities for the 2023 Quarter was primarily driven by a decrease in net income for the 2024 Quarter and an increase in inventories offset by an increase in accounts payable and decrease in trade receivables for the 2024 Quarter.

*Cash provided by/(used in) investing activities was \$326.2 million and \$(98.1) million for the 2024 Quarter and 2023 Quarter, respectively.*

The increase in cash provided by investing activities for the 2024 Quarter compared to the 2023 Quarter is primarily due to the \$682 million cash acquired in the Allkem Livent Merger and \$29.6 million in net cash proceeds from the Blue Chip Swap trades offset by an increase in capital expenditures due to the consolidation of Nemaska Lithium and increased spend on expansion projects due to the Allkem Livent Merger in the 2024 Quarter.

*Cash used in financing activities was \$(21.6) million and \$(0.1) million for the 2024 Quarter and 2023 Quarter, respectively.*

The 2024 Quarter represents repayments of the Olaroz Plant Project Loan Facility of \$18.1 million and financing fees paid on assumed Allkem debt and amendments to our Revolving Credit Facility.

### Other potential liquidity needs

We plan to meet our liquidity needs through available cash, cash generated from operations, borrowings under the committed Revolving Credit Facility, and other potential working capital financing strategies that may be available to us. As of March 31, 2024, our remaining borrowing capacity under our Revolving Credit Facility, subject to meeting our debt covenants, is \$484.5 million, including letters of credit utilization.

We expect to pay off the \$47 million outstanding principal balance of the SDV SA Project Financing Facility in the second quarter of 2024.

Our net leverage ratio under our Revolving Credit Facility is determined, in large part, by our ability to manage the timing and amount of our capital expenditures, which is within our control. It is also determined by our ability to achieve forecasted operating results and to pursue other working capital financing strategies that may be available to us, which is less certain and outside our control. Arcadium Lithium expects \$450 million to \$625 million in growth capital spending in 2024 with an additional \$100 to \$125 million of maintenance capital spending.

There continue to be challenges relating to expansion projects impacting both Argentina and Canada, including design and timeline modifications, labor constraints, and material shortages due to supply chain issues. This has the potential to increase costs, extend delivery times versus expectations, and reduce expected merger synergies.

We will look to various sources of financing for development of the Nemaska Lithium Project, in which we have a 50% economic interest, including, but not limited to third-party debt financing, government funding, financing or prepayments from customers and contribution from existing shareholders.

We expect the potential economic and geopolitical consequences of various global conflicts, volatile energy costs and shortages, inflation, high interest rates, and currency fluctuations to continue in 2024. The Company remains focused on maintaining its financial flexibility and will continue to manage its cash flow and capital allocation decisions to navigate through this challenging environment.

We believe that our available cash and cash from operations, together with our borrowing availability under the Revolving Credit Facility and other potential financing strategies that may be available to us, will provide adequate liquidity for the next 12 months. Access to capital and the availability of financing on acceptable terms in the future will be affected by many factors, including our credit rating, economic conditions and the overall liquidity of capital markets and cannot be guaranteed.

Cash of Arcadium Lithium, on an unaudited basis for illustrative purposes, is presented in the following table.

Cash	March 31, 2024	December 31, 2023
<b>USD millions</b>	<b>(unaudited)</b>	
Arcadium Lithium, excluding Nemaska Lithium <sup>(1)</sup>	\$ 486.8	\$ 847.6
Nemaska Lithium <sup>(2)</sup>	150.9	44.2
<b>Total cash</b>	<b>\$ 637.7</b>	<b>\$ 891.8</b>

1. \$139.9 million reserved or restricted to provide cash backing for guarantees on Alkem debt facilities, including \$57.1 million in other noncurrent assets in our condensed consolidated balance sheet. See Note 14 for details.
2. Reflects balance at March 31, 2024. This differs from Nemaska Lithium cash included in Arcadium Lithium's condensed consolidated balance sheet as of March 31, 2024 of \$43 million, representing NLI's balance as of December 31, 2023 as we consolidate NLI on a one-quarter lag. See Note 8 for details. On March 28, 2024, Nemaska Lithium received cash of \$150 million related to a second advance payment in connection with a customer supply agreement repayable in equal quarterly installments beginning in January 2027 and ending in October 2031.

#### **Commitments and Contingencies**

See Note 19 to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

#### **Contractual Obligations and Commercial Commitments**

Information related to predecessor Livent contractual commitments as of December 31, 2023 can be found in a table included within Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations within our 2023 Annual Report on Form 10-K.

Arcadium's significant commitments assumed on the Acquisition Date related to the Alkem Livent Merger include payments of \$3.8 million for the remainder of 2024 and \$0.9 million for each of the years 2025 through 2028 for exploration and payments of \$14.6 million, \$13.0 million, \$12.6 million and \$5.8 million for raw materials and other operating contracts in the ordinary course of business for the remainder of 2024, 2025, 2026 and 2027, respectively.

#### **Climate Change**

A detailed discussion related to climate change can be found in Part II, Item 7 of our 2023 Annual Report on Form 10-K.

#### **Off-Balance Sheet Arrangements**

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors.

#### **Critical Accounting Estimates**

In addition to those described in Item 7 of our 2023 Annual Report on Form 10-K, we have identified "Resources" and "Goodwill" as Critical Accounting Estimates following the Alkem Livent Merger.

#### **Resources**

Resources are estimates of the amount of product that can be economically and legally extracted, processed and sold from the Arcadium's properties under current and foreseeable economic conditions. The Company determines and reports ore resources under the requirements of Subpart 1300 of Regulation S-K, issued by the SEC. The determination of ore resources includes estimates and assumptions about a range of geological, technical and economic factors, including: quantities, grades, production techniques, recovery rates, production costs, transport costs, commodity demand, commodity prices and exchange rates. Changes in ore resources impact the assessment of recoverability of exploration and evaluation assets, property, plant and equipment, the carrying amount of assets depreciated on a units of production basis, provision for site restoration and the recognition of deferred tax assets, including tax losses. Estimating the quantity and/or grade of resources requires the size, shape and depth of ore or brine bodies to be determined by analyzing geological data. This process requires complex and

difficult geological judgements to interpret the data. Additional information on the Arcadium's reserves and resources are found in Item 2, Mineral Properties, of our 2023 Annual Report on Form 10-K.

Estimates of resources may change from period to period as the economic assumptions used to estimate resource change and additional geological data is generated during the course of operations. Changes in resources may affect the Company's financial results and financial position in a number of ways, including:

- asset carrying values may be affected due to changes in estimated future production levels,
- depreciation, depletion and amortization charged in the statement of operations may change where such charges are determined on the units of production basis, or where the useful economic lives of assets change,
- decommissioning, site restoration and environmental provisions may change where changes in estimated resources affect expectations about the timing or cost of these activities,
- the carrying amount of deferred tax assets may change due to changes in estimates of the likely recovery of the tax benefits.

#### **Goodwill**

We account for goodwill acquired in a business combination in conformity with current accounting guidance, which requires goodwill not be amortized.

Under that guidance, goodwill is tested for impairment by comparing the estimated fair value of reporting units to the related carrying value. Reporting units are either operating business segment or one level below operating business segments for which discrete financial information is available and for which operating results are regularly reviewed by the business management. Judgment is required to determine reporting units. In applying the goodwill impairment test, a qualitative test ("Step 0") is initially performed, where qualitative factors are first assessed to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. Qualitative factors may include, but are not limited to, economic conditions, industry and market considerations, cost factors, overall financial performance of the reporting units and other entity and reporting unit specific events. If after assessing these qualitative factors it is "more-likely-than-not" that the fair value of the reporting unit is less than the carrying value, a quantitative test ("Step 1") is performed. During Step 1, the fair value is estimated using a discounted cash flow model. Future cash flows for all reporting units include assumptions about revenue growth rates, adjusted EBITDA margins, discount rate as well as other economic or industry-related factors. Significant management judgment is involved in estimating these variables and they include inherent uncertainties since they are forecasting future events. The Company tests its recorded goodwill for impairment in the fourth quarter of each year or upon the occurrence of events or changes in circumstances that would more likely than not reduce the fair value of its reporting units below their carrying amounts.

#### **DERIVATIVE FINANCIAL INSTRUMENTS AND MARKET RISKS**

Our earnings, cash flows and financial position are exposed to market risks relating to fluctuations in commodity prices, interest rates and foreign currency exchange rates. Our policy is to minimize exposure to our cash flow over time caused by changes in interest and currency exchange rates. To accomplish this, we have implemented a controlled program of risk management consisting of appropriate derivative contracts entered into with major financial institutions.

The analysis below presents the sensitivity of the market value of our financial instruments to selected changes in market rates and prices. The range of changes chosen reflects our view of changes that are reasonably possible over a one-year period. Market value estimates are based on the present value of projected future cash flows considering the market rates and prices chosen.

As of March 31, 2024, our net derivative financial instrument position was a net asset of \$0.2 million. In the first quarter of 2024, we placed foreign currency hedges for 2024 projected exposure.

#### **Foreign Currency Exchange Rate Risk**

Our worldwide operations expose us to currency risk from sales, purchases, expenses and intercompany loans denominated in currencies other than the U.S. dollar, our functional currency. The primary currencies for which we have exchange rate exposure are the Euro, the British pound, the Chinese yuan, the Argentine peso, the Australian dollar, the Canadian dollar and the Japanese yen. Foreign currency debt and foreign exchange forward contracts are used in countries where we do business, thereby reducing our net asset exposure. Foreign exchange forward contracts are also used to hedge firm and highly anticipated foreign currency cash flows. We currently do not hedge foreign currency risks associated with the Argentine peso due to the limited availability and the high cost of suitable derivative instruments.

To analyze the effects of changing foreign currency rates, we have performed a sensitivity analysis in which we assume an instantaneous 10% change in the foreign currency exchange rates from their levels as of March 31, 2024 with all other variables (including interest rates) held constant.

(in Millions)	Net asset/(liability) position as of March 31, 2024	Hedged Currency vs. Functional Currency		
		Net asset position on condensed consolidated balance sheets	Net liability position with 10% strengthening	Net asset position with 10% weakening
	\$ 0.2	\$ (3.4)	\$ 3.1	

#### Interest Rate Risk

One of the strategies that we can use to manage interest rate exposure is to enter into interest rate swap agreements. In these agreements, we agree to exchange, at specified intervals, the difference between fixed and variable interest amounts calculated on an agreed-upon notional principal amount. As of March 31, 2024, we had no material interest rate swap agreements.

Our debt portfolio as of March 31, 2024 is composed of fixed-rate and variable-rate debt, consisting of borrowings under our 2025 Notes, Revolving Credit Facility and two project level debt facilities and eleven affiliate loans assumed in the Alkem Livent Merger. Changes in interest rates affect different portions of our variable-rate debt portfolio in different ways. As of March 31, 2024, we had no outstanding balances under the Revolving Credit Facility.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

The information required by this item is provided in "Derivative Financial Instruments and Market Risks," under Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations.

**ITEM 4. CONTROLS AND PROCEDURES**

(a) Evaluation of disclosure controls and procedures. Based on management's evaluation (with the participation of the Company's Chief Executive Officer and Chief Financial Officer), the Chief Executive Officer and Chief Financial Officer have concluded that, as of March 31, 2024, the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) are effective to provide reasonable assurance that information required to be disclosed by the Company in reports filed or submitted under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Changes in Internal Control over Financial Reporting. Except as noted below, there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Effective January 4, 2024, we completed the Allkem Livent Merger. We are in the process of integrating Allkem's processes and controls over financial reporting. In accordance with our integration efforts, we plan to incorporate Allkem's operations into our internal control over financial reporting program within the time provided by the applicable rules and regulations of the U.S. Securities and Exchange Commission.

## PART II - OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

We are involved in legal proceedings from time to time in the ordinary course of our business, including with respect to workers' compensation matters. Based on information currently available and established reserves, we have no reason to believe that the ultimate resolution of any known legal proceeding will have a material adverse effect on our financial position, liquidity or results of operations. However, there can be no assurance that the outcome of any such legal proceeding will be favorable, and adverse results in certain of these legal proceedings could have a material adverse effect on our financial position, results of operations in any one reporting period, or liquidity. Except as set forth in Note 19 to our condensed consolidated financial statements, which is incorporated herein by reference to the extent applicable, there are no material changes from the legal proceedings previously disclosed in our 2023 Annual Report on Form 10-K.

### ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risk factors discussed in Part I, Item 1A of our 2023 Annual Report on Form 10-K, which is available at [www.sec.gov](http://www.sec.gov) and on our website at [www.arcadiumlithium.com](http://www.arcadiumlithium.com). We do not believe that there have been material changes in the risk factors set forth in our 2023 Annual Report on Form 10-K. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may adversely affect our business, financial condition or future results.

### Forward-Looking Information

We wish to caution readers not to place undue reliance on any forward-looking statements contained herein, which speak only as of the date made. We specifically decline to undertake any obligation to publicly revise any forward-looking statements that have been made to reflect events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events.

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

#### Repurchases of Ordinary Shares

A summary of our repurchases of Arcadium's ordinary shares for the three months ended March 31, 2024 is as follows:

#### ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(2)</sup>	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs <sup>(2)</sup>
January 1 through January 31, 2024	263,520	\$ 6.81	\$ —	\$ —
February 1 through February 29, 2024	—	—	—	—
March 1 through March 31, 2024	—	—	—	—
<b>Total Q1 2024</b>	<b>263,520</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>

1. The trustee of the Arcadium NQSP deferred compensation plan reacquired Arcadium ordinary shares from time to time through open-market purchases relating to investments by employees in our Arcadium ordinary shares, one of the investment options available under the Arcadium NQSP. Such shares are held in a trust fund and recorded to Treasury shares in our condensed consolidated balance sheets. On January 4, 2024, in connection with the completion of the Allkem Livent Merger, each share of Livent common stock was converted into 2.406 ordinary shares of Arcadium Lithium.
2. We have no publicly announced share repurchase programs.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

N/A

**ITEM 4. MINE SAFETY DISCLOSURES**

N/A

**ITEM 5. OTHER INFORMATION****10b-5(1) Trading Plans**

Sara Ponessa , the Company's General Counsel and Secretary , adopted a trading plan that is intended to satisfy the affirmative defense of Rule 10b5-1(c) and complies with the requirements of Rule 10b5-1 (the "Ponessa Sales Plan") to sell an aggregate of 64,161 shares upon the exercise of share options held by Ms. Ponessa under the Company's share compensation plans and 70,000 shares from shares held on deposit in Ms. Ponessa's account. The Ponessa Sales Plan was adopted on March 4, 2024 , with sales commencing under the Ponessa Sales Plan on June 5, 2024. The Ponessa Sales Plan terminates on the earliest to occur of (a) the close of business on January 15, 2025; (b) execution of all trades or expiration of all of the orders relating to such trades as specified in the Ponessa Sales Plan; (c) the date that the broker receives notice of liquidation, dissolution, bankruptcy, insolvency, or death of Ms. Ponessa; (d) when the broker receives notice from Ms. Ponessa of her termination of the Ponessa Sales Plan; (e) when the broker determines, in its sole discretion, that the Ponessa Sales Plan has been terminated, including, without limitation, where the broker determines there has been a modification or change to the Ponessa Sales Plan that constitutes the termination of the Ponessa Sales Plan; (f) the date the broker notifies Ms. Ponessa of the broker's termination of the Ponessa Sales Plan due to Ms. Ponessa's breach of any of the terms of the Ponessa Sales Plan or in the event that Ms. Ponessa trades shares outside of the Ponessa Sales Plan; or (g) where the broker exercises any other termination right it may have under the Ponessa Sales Plan.

Paul Graves , the Company's President, Chief Executive Officer and Director , adopted a trading plan that is intended to satisfy the affirmative defense of Rule 10b5-1(c) and complies with the requirements of Rule 10b5-1 (the "Graves Sales Plan") to sell an aggregate of 234,038 shares upon the exercise of share options held by Mr. Graves under the Company's share compensation plans and 100,000 shares from shares held on deposit in Mr. Graves' account. The Graves Sales Plan was adopted on March 27, 2024 , with sales commencing under the Graves Sales Plan on July 1, 2024. The Graves Sales Plan terminates on the earliest to occur of (a) the close of business on December 31, 2025; (b) execution of all trades or expiration of all of the orders relating to such trades as specified in the Graves Sales Plan; (c) the date that the broker receives notice of liquidation, dissolution, bankruptcy, insolvency, or death of Mr. Graves; (d) when the broker receives notice from Mr. Graves of his termination of the Graves Sales Plan; (e) when the broker determines, in its sole discretion, that the Graves Sales Plan has been terminated, including, without limitation, where the broker determines there has been a modification or change to the Graves Sales Plan that constitutes the termination of the Graves Sales Plan; (f) the date the broker notifies Mr. Graves of the broker's termination of the Graves Sales Plan due to Mr. Graves' breach of any of the terms of the Graves Sales Plan or in the event that Mr. Graves trades shares outside of the Graves Sales Plan; or (g) where the broker exercises any other termination right it may have under the Graves Sales Plan.

Other than as noted above, during the three months ended March 31, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act of 1933).

**ITEM 6. EXHIBITS**

- †10.1 [Arcadium Lithium plc Executive Severance Guidelines for Corporate Officers](#)
- 10.2 [Arcadium Lithium plc Compensation Policy for Non-Employee Directors, effective January 4, 2024](#)
- †10.3 [Form of Global Nonqualified Share Option Award Agreement Under the Arcadium Lithium plc Omnibus Incentive Plan](#)
- †10.4 [Form of Global Restricted Share Unit Award Agreement Under the Arcadium Lithium plc Omnibus Incentive Plan](#)
- 10.5 [Form of Non-Employee Director Global Restricted Share Unit Award Agreement Under the Arcadium Lithium plc Omnibus Incentive Plan](#)
- 31.1 [Certifying Statement of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
- 31.2 [Certifying Statement of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
- 32.1 [Certifying Statement of the Chief Executive Officer pursuant to Section 1350 of Title 18 of the United States Code](#)
- 32.2 [Certifying Statement of the Chief Financial Officer pursuant to Section 1350 of Title 18 of the United States Code](#)
- 101 Interactive Data File
- 104 The cover page from Arcadium Lithium plc's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, formatted in Inline XBRL.

\* Incorporated by reference.

† Management contract or compensatory plan or arrangement

^ Certain schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K but will be furnished supplementally to the Securities and Exchange Commission upon request.

**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.

**ARCADIUM LITHIUM PLC**  
**(Registrant)**

By: \_\_\_\_\_

/s/ GILBERTO ANTONIAZZI

Gilberto Antoniazzi,  
Vice President and Chief Financial Officer  
(Principal Financial Officer)  
(signing on behalf of the registrant and as principal financial officer)

Date: May 10, 2024

## Arcadium Lithium plc

### Executive Severance Guidelines

#### Background

The intent of these severance guidelines (“Guidelines”) is to provide executive officers of Arcadium Lithium plc (the “Company”) with reasonable transition benefits in the event of a termination of employment without cause (including, without limitation, a termination of employment by the executive officer due to (i) the executive officer’s job being eliminated due to duplication; (ii) significant adverse change in the size or scope of the position; and (iii) change in the location of the position that the executive officer cannot accept, but other than in the context of a change in control, or as a result of death, disability or retirement). This document is a guideline for the Chief Executive Officer of the Company and does not create any entitlement for any executive officers. Any deviation from these Guidelines must be reviewed and approved by the Committee.

#### Severance Guidelines

##### Key elements of the Guidelines:

- Severance Pay
  - Twelve (12) months base salary, payable in a lump sum;
  - Twelve (12) months of target bonus, payable in a lump sum; and
  - Prorated target bonus for the year of termination
- Medical/Dental Benefits
  - If the executive officer is eligible for and timely elects to continue receiving group medical and/or dental insurance under the continuation coverage rules of the Consolidated Omnibus Budget Reconciliation Act of 1986 (“COBRA”), continued coverage at the existing active employee rates for twelve (12) months, with the Company paying or reimbursing the premiums above those rates
- Long-Term Incentives, Stock Options, Restricted Stock Units and Performance-Based Cash/Equity
  - Unvested options that would have vested based solely on continued service within one calendar year following termination become exercisable on regularly scheduled dates, and remain exercisable for twelve months thereafter
  - Twelve (12) months to exercise vested options
  - Prorated vesting of service-vesting restricted stock units at termination date
  - PRSUs subject to an open performance period will remain outstanding and be earned (or forfeited) based on actual performance through the end of the performance period, but pro-

rated to reflect the portion of the performance period that the executive officer remains employed or otherwise provides service to the Company

- Other Transition Benefits
  - Outplacement assistance (\$20K cap)
  - Vacation pay (earned and unused)
  - Financial planning assistance for last calendar year of employment
  - Tax planning for last calendar year of employment
- Conditions
  - The executive officer must execute non-compete, non-disclosure and non-solicitation agreement in a form satisfactory to the Company
  - The executive officer must execute and not revoke a release of claims in a form satisfactory to the Company

#### Role of the Committee

The Committee approves these Guidelines and any amendments or exceptions hereto. The Committee should be notified prior to the termination of any executive officer. These Guidelines will be reviewed periodically to ensure that they are appropriate and relevant to the market.

#### Role of Management

Management advises the Committee of any anticipated termination of an executive officer of the Company, periodically reviews the appropriateness of these Guidelines, and administers the Guidelines in a fair and evenhanded manner.

Effective Date: [DATE]



**ARCADIUM LITHIUM PLC**  
**COMPENSATION POLICY FOR NON-EMPLOYEE DIRECTORS**  
**(Effective as of January 4, 2024)**

**PART I - GENERAL PROVISIONS**

1. *Purpose.* The purpose of this Policy is to provide a compensation program to attract and retain qualified individuals not employed by the Company, its subsidiaries or its Affiliates to serve on the Board and to further align the interests of the directors of the Company with those of the shareholders of the Company by providing that a substantial portion of compensation will be linked directly to increases in shareholder value.

2. *Definitions.* Except as otherwise defined herein, terms used herein in capitalized form will have the meanings attributed to them as set forth below or in the Plan.

(a) **“Annual Retainer”** means the retainer fee established by the Board and paid to a director for services on the Board for a year in accordance with Section 1 of Part II of this Policy.

(b) **“Audit Committee Fee”** means the fee established by the Board and paid to a director for service as a member of the Audit Committee of the Board (other than the chair of the Audit Committee) in accordance with Section 4 of Part II of this Policy.

(c) **“Board”** means the Board of Directors of the Company.

(d) **“Change in Control”** has the meaning set forth in the Plan; *provided* that in no event will a Change in Control be deemed to have occurred with respect to the Participant if the Participant is part of a purchasing Person which consummates the Change in Control. The Participant will be deemed to be “part of a purchasing group” for purposes of the preceding sentence if the Participant is an equity participant in the purchasing Person (except for: (i) passive ownership of less than 3% of the stock of the purchasing Person; or (ii) ownership of equity participation in the purchasing Person which is otherwise not significant, as determined prior to the Change in Control by a majority of the non-employee continuing directors of the Board).

(e) **“Code”** means the U.S. Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

(f) **“Committee Chair Fee”** means the fee established by the Board and paid to a director for service as chair of any committee of the Board in accordance with Section 3 of Part II of this Policy.

(g) **“Company”** means Arcadium Lithium plc, a public limited company incorporated under the laws of the Bailiwick of Jersey.

(h) “**Compensation Committee Fee**” means the fee established by the Board and paid to a director for service as a member of the Compensation Committee of the Board (other than the chair of the Compensation Committee) in accordance with Section 5 of Part II of this Policy.

(i) “**Lead Director Fee**” means the retainer fee established by the Board and paid to a director for service as the Lead Director of the Board for a year in accordance with Section 2 of Part II of this Policy.

(j) “**Nominating Committee Fee**” means the fee established by the Board and paid to a director for service as a member of the Nominating and Corporate Governance Committee of the Board (other than the chair of the Nominating and Corporate Governance Committee) in accordance with Section 6 of Part II of this Policy.

(k) “**Non-Employee Director**” means a member of the Board who is not an employee of the Company or any of its subsidiaries or Affiliates, as determined in the discretion of the Board.

(l) “**Participant**” means a Non-Employee Director who is eligible to participate in this Policy.

(m) “**Plan**” means the Arcadium Lithium plc Omnibus Incentive Plan, dated as of January 4, 2024, as may be amended from time to time.

(n) “**Policy**” means the Arcadium Lithium plc Compensation Policy for Non-Employee Directors, as may be amended from time to time.

(o) “**Separation Date**” means the date on which the Participant’s Separation from Service occurs.

(p) “**Separation from Service**” means the termination of the Participant’s service on the Board for any reason.

(q) “**Sustainability Committee Fee**” means the fee established by the Board and paid to a director for service as a member of the Sustainability Committee of the Board (other than the chair of the Sustainability Committee) in accordance with Section 7 of Part II of this Policy.

3. *Effective Date.* This Policy is effective as of January 4, 2024.

## **PART II - COMPENSATION**

1. *Annual Retainer.* Each Participant will be entitled to receive an Annual Retainer in such amount as will be determined from time to time by the Board. Until changed by resolution of the Board, the Annual Retainer will be \$100,000, which will be payable in cash in equal installments at the end of each calendar year quarter.

2. *Lead Director/Non-Executive Chair Fee.* The Participant who serves as the Lead Director or non-executive Chair of the Board will be entitled to receive a Lead Director Fee in such amount as will be determined from time to time by the Board. Until changed by resolution of the Board, the Lead Director Fee will be \$175,000, which will be paid in cash in equal installments at the end of each calendar year quarter.

3. *Committee Chair Fees.* Each Participant who serves as chair of a committee of the Board will be entitled to receive a Committee Chair Fee in such amount as will be determined from time to time by the Board, for the tenure of such service. Until changed by resolution of the Board, the Committee Chair Fees for each committee of the Board will be paid in cash at the annualized rates set forth in the table below in equal installments at the end of each calendar quarter.

Audit Committee Chair Fee	\$25,000
Compensation and Organization Committee Chair Fee	\$20,000
Nominating and Corporate Governance Committee Chair Fee	\$15,000
Sustainability Committee	\$20,000

4. *Audit Committee Fee.* Each Participant who serves as a member of the Audit Committee of the Board (other than the chair of the Audit Committee) will be entitled to receive additional fees in respect of such service in such amount as will be determined from time to time by the Board. Until changed by resolution of the Board, this additional Audit Committee Fee will be paid in cash at an annualized rate of \$8,000 in equal installments at the end of each calendar quarter.

5. *Compensation Committee Fee.* Each Participant who serves as a member of the Compensation Committee of the Board (other than the chair of the Compensation Committee) will be entitled to receive additional fees in respect of such service in such amount as will be determined from time to time by the Board. Until changed by resolution of the Board, this additional Compensation Committee Fee will be paid in cash at an annualized rate of \$5,000 in equal installments at the end of each calendar quarter.

6. *Nominating Committee Fee.* Each Participant who serves as a member of the Nominating and Corporate Governance Committee of the Board (other than the chair of the Nominating and Corporate Governance Committee) will be entitled to receive additional fees in respect of such service in such amount as will be determined from time to time by the Board. Until changed by resolution of the Board, this additional Nominating Committee Fee will be paid in cash at an annualized rate of \$4,000 in equal installments at the end of each calendar quarter.

7. *Sustainability Committee Fee.* Each Participant who serves as a member of the Sustainability Committee of the Board (other than the chair of the Sustainability Committee) will be entitled to receive additional fees in respect of such service in such

amount as will be determined from time to time by the Board. Until changed by resolution of the Board, this additional Sustainability Committee Fee will be paid in cash at an annualized rate of \$4,000 in equal installments at the end of each calendar quarter.

8. *Payments.* In the event of a Change in Control or a Separation from Service, Participants will be paid any unpaid cash amounts contemplated by this Part II (including, for the avoidance of doubt, the Annual Retainer and any relevant committee fees) with respect to service prior to such Separation from Service or Change in Control, as applicable, as soon as reasonably practicable after the effective date of such Change in Control or Separation from Service (and, in any event, no later than 15 days thereafter).

### **PART III - SHARE COMPENSATION**

#### *1. Annual Equity Grant.*

(a) Effective as of the first trading date following the date of the annual meeting of the Company's shareholders (beginning with the 2024 annual meeting of the Company's shareholders), each Participant will be granted a number of Restricted Share Units determined by dividing \$135,000 by the Fair Market Value on the date of grant. Notwithstanding the foregoing, the Nominating and Corporate Governance Committee may determine in its sole discretion that based on individual director's geographical location, legal or tax considerations, an alternative form of Award (as defined in the Plan) may be granted in lieu of such Restricted Share Units. Restricted Share Units (or such alternative Award) granted under this Section 1 are hereinafter referred to as "**Annual Units.**" Annual Units will be granted pursuant to, and subject to the terms of, the Plan.

(b) As soon as reasonably practicable following the date of adoption of this Policy, each Participant as of such date will be granted an award of Annual Units, prorated for the period of service commencing on January 4, 2024 and ending on the date of the Company's 2024 annual shareholders' meeting (as reasonably determined by the Nominating and Corporate Governance Committee).

(c) Annual Units will vest on the earliest of (i) the first anniversary of the date of grant of the Annual Units, (ii) the date of the next annual meeting of the Company's shareholders and (iii) a Change in Control; *provided* in each case that the Participant has remained in service on the Board through the applicable time. Notwithstanding the foregoing, in the event of the Participant's Separation from Service as a result of his or her death, a pro rata portion of his or her unvested Annual Units will vest and become payable, determined based on the portion of the vesting period that has elapsed as of the Separation Date. Except as set forth in the preceding sentence, any portion of a Participant's Annual Units that have not vested on or prior to his or her Separation from Service will be forfeited and all rights of the Participant to or with respect to such Annual Units will automatically terminate.

2. *Fractional Units.* All Restricted Share Units (or alternative Awards) will be credited in whole units, with any fractional unit being rounded up to the nearest whole number.

3. *Rights.* Except to the extent otherwise set forth herein or in the applicable Notice or award agreement, Participants will not have any of the rights of a shareholder with respect to Restricted Share Units.

4. *Payments of Shares Upon Death.* In the event of the Participant's death, payments with respect to any vested Restricted Share Units (or alternative Awards) will be made to the beneficiary designated by the Participant or, in the absence of a duly executed and filed beneficiary designation form, to the person(s) legally entitled thereto, as designated under his or her will or determined under the laws of intestacy for the jurisdiction of his or her domicile.

#### **PART IV - ADDITIONAL PROVISIONS**

1. *Administration.* The Nominating and Corporate Governance Committee administers the Policy. The Nominating and Corporate Governance Committee has full power to interpret the Policy, formulate additional details and regulations for carrying out the Policy and amend or terminate the Policy as from time to time it deems proper and in the best interest of the Company. Any decision or interpretation of the Nominating and Corporate Governance Committee is final, conclusive and binding on all persons.

2. *Awards Issued Pursuant to the Policy.* All equity-based awards described herein (including any Restricted Share Units or alternative Awards) will be granted under, and subject to the terms of, the Plan (or any successor plan thereto) and the applicable Notice and/or other award agreement thereunder. Notwithstanding anything to the contrary in this Policy, the Nominating and Corporate Governance Committee retains the right to determine that a Participant shall receive the form of Award that is deemed to be the most appropriate in the context of local legal and tax frameworks affecting the relevant Participant.

3. *Payment of Certain Costs of the Participant.* If a dispute arises regarding the interpretation or enforcement of this Policy and the Participant (or in the event of his or her death, his beneficiary) obtains a final judgment in his or her favor from a court of competent jurisdiction from which no appeal may be taken, whether because the time to do so has expired or otherwise, or his or her claim is settled by the Company prior to the rendering of such a judgment, all reasonable legal and other professional fees and expenses incurred by the Participant in contesting or disputing any such claim or in seeking to obtain or enforce any right or benefit provided for in this Policy or in otherwise pursuing his or her claim will be promptly paid by the Company with interest thereon at the highest Bailiwick of Jersey statutory rate for interest on judgments against private parties from the date of payment thereof by the Participant to the date of reimbursement by the Company.

4. *Reservation of Rights.* Nothing in this Policy will be construed to (a) create any obligation on the part of the Board to nominate any Participant for reelection by the Company's shareholders or (b) limit in any way the right of the Board to remove a Participant as a director of the Board.

5. *Amendment or Termination.* The Board may, at any time by resolution, terminate or amend this Policy; *provided* that no such termination or amendment will adversely affect the rights of Participants or beneficiaries of Participants with respect to cash or equity based awards granted under this Policy prior to such termination or amendment, without the consent of the Participant or, if applicable, the Participant's beneficiaries.

6. *Withholding.* The Company will have the right to deduct or withhold from all payments of compensation any taxes required by law to be withheld with respect to such payments.

7. *Directors Elected Between Annual Shareholders' Meetings.* Notwithstanding anything to the contrary in this Policy, unless otherwise determined by the Board, the compensation hereunder of an individual who becomes a Participant as a result of his or her election to the Board other than at an annual meeting of the Company's shareholders will be prorated for the period of service commencing with his or her initial election and ending on the Company's next annual shareholders' meeting.

8. *Sections 409A and 457A of the Code.* This Policy and any compensation granted hereunder is intended to comply with, or be exempt from, the provisions of Sections 409A and 457A of the Code. If any provision of the Policy would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Policy is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by any Participant on account of non-compliance with Sections 409A and 457A of the Code. Notwithstanding any other provision in this Policy, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) is necessary to avoid the application of an additional tax under Section 409A of the Code, any amounts hereunder that constitutes "deferred compensation" subject to Section 409A of the Code that are otherwise issuable upon the Participant's Separation from Service will be deferred (without interest) and issued to the Participant immediately following the six-month delay period.



**GLOBAL NONQUALIFIED SHARE OPTION AWARD AGREEMENT  
UNDER THE ARCADIUM LITHIUM PLC OMNIBUS INCENTIVE PLAN**

This GLOBAL SHARE OPTION AWARD AGREEMENT, including any additional terms or conditions for the Participant's country set forth in any appendix attached hereto (the "Appendix," and collectively with this Global Nonqualified Share Option Award Agreement, this "Agreement"), is made by and between Arcadium Lithium plc (the "Company") and **Participant Name** (the "Participant").

WHEREAS, the Company maintains the Arcadium Lithium plc Omnibus Incentive Plan (as it may be amended from time to time, the "Plan");

WHEREAS, Article 7 of the Plan authorizes the grant of Awards in the form of Nonqualified Share Options; and

WHEREAS, to further align the Participant's personal financial interests with those of the Company's shareholders, the Committee has approved this grant of an award of Nonqualified Share Options to the Participant on the terms described herein, effective as of **Grant Date** (the "Grant Date"); and

WHEREAS, the terms of the Plan are incorporated herein by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. In the event of a conflict among the provisions of the Plan, this Agreement and any descriptive materials provided in connection herewith, the provisions of the Plan will prevail. Capitalized terms not otherwise defined herein will have the same meanings as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Option.** Pursuant to the Plan, effective as of the Grant Date, the Company hereby grants to the Participant a Nonqualified Share Option ("Option") to purchase an aggregate of **Number of Shares Granted** ordinary shares of the Company ("Shares"), at an exercise price of **Exercise Price** per Share ("Exercise Price"), subject to the terms and conditions set forth in this Agreement.

2. **Vesting.**

(a) Subject to the Participant's continued service to the Company or any of its Affiliates through the applicable vesting date, the Options will vest and become exercisable in equal annual installments on each of the first three anniversaries of the Grant Date. Notwithstanding the foregoing, subject to the Participant's continued service to the Company or any of its Affiliates through the applicable date or event, any unvested Options shall fully vest and become exercisable upon the earliest to occur of:

(i) Participant's Termination of Service due to the Participant's death;

(ii) Participant's Termination of Service due to the Participant's Disability;

(iii) a Change in Control, if the Company's successor or the surviving entity (or its parent) fails to continue or assume the Option; or

(iv) subject to Section 2(e), the Participant's Termination of Service within two years following a Change in Control due to either a termination by the Company or its applicable Affiliate without Cause or a resignation by the Participant with Good Reason.

(b) [Reserved]<sup>1</sup>[Notwithstanding anything to the contrary in Section 2(a), subject to Section 2(e), in the event of the Participant's Termination of Service by the Company without Cause (other than within two years following a Change in Control), any portion of the Unvested Options that would have vested had the Participant remained employed through the first anniversary of the date of the Participant's Termination of Service shall vest.]<sup>2</sup>

(c) Upon the Participant's Termination of Service for any reason, any Unvested Option (as defined below) (excluding, for the avoidance of doubt, any Option which becomes a Vested Option in accordance with the terms of Sections 2(a) [or (b)]<sup>3</sup>) will then be forfeited immediately and automatically, and the Participant will have no further rights with respect thereto.

(d) For purposes of the Option, the Participant's Termination of Service will be considered to occur as of the date the Participant is no longer actively providing Service to the Company or any Affiliate or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, (i) the Participant's right to vest in this Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of Service will not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any); and (ii) the period (if any) during which the Participant may exercise the Option after the Participant's Termination of Service will commence on the date the Participant ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where the Participant is providing Service or terms of the Participant's Service agreement, if any; the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing Service for purposes of the Option (including whether the Participant may still be considered to be providing Service while on a leave of absence).

---

<sup>1</sup> **Note to Draft:** For non-executives.

<sup>2</sup> **Note to Draft:** For executives.

<sup>3</sup> **Note to Draft:** For executives.

(e) The application of Sections 2(a)(iv) [and 2(b)]<sup>4</sup> is in each case conditioned on (i) the Participant's execution and delivery to the Company of a general release of claims against the Company and its respective affiliates in a form prescribed by the Company, and (ii) such release becoming irrevocable within 60 days following the Participant's Termination of Service or such shorter period specified by the Company. For avoidance of doubt, if this release requirement is not timely satisfied, the Units will be forfeited as of the effective date of the Participant's Termination of Service and the Participant will have no further rights with respect thereto.

(f) For purposes of this Agreement, (i) "**Vested Option**" means any portion of the Option which has vested and become exercisable in accordance with the terms of the Plan and this Agreement (including pursuant to Sections 2(a)(i)-(iv) and 2(b)) and (ii) "**Unvested Option**" means any portion of the Option that is not a Vested Option.

3. Termination of Option. The Option and all rights hereunder, to the extent such rights will not have been exercised, will terminate and become null and void on the earliest to occur of (a) Expiration Date, (b) three months after the date of the Participant's Termination of Service for any reason other than due to the Participant's death, Disability or Termination of Service for Cause, (c) the fifth anniversary of the Participant's Termination of Service due to the Participant's Disability or death, (d) the date of the Participant's Termination of Service for Cause, (e) the date the Option is terminated in accordance with the Plan and this Agreement or (f) if so determined by the Committee, the date of a Change in Control; *provided* that the Participant is afforded the opportunity to exercise any Vested Option immediately prior to such Change in Control (such earliest date being referred to herein as the "**Option Expiration Date**").

4. Right to Exercise. Subject to the terms of this Agreement and the Plan, any Vested Option will remain exercisable from time to time, in whole or in part, until the Option Expiration Date. In no event may the Option (or any portion thereof) be exercised to any extent by the Participant (a) before it becomes a Vested Option or (b) after the Option Expiration Date.

5. Method of Exercise; Settlement.

(a) The Participant may exercise a Vested Option with respect to all or any portion of the Shares underlying such Vested Option at any time prior to the Option Expiration Date by (i) delivering to the Company, in accordance with such procedures as determined by the Company, a written notice specifying the Grant Date, the number of such Shares as to which the Vested Option is being exercised (the "**Exercise Notice**"), (ii) paying the Company an amount equal to the sum of (1) the aggregate Exercise Price applicable to such Shares being exercised and (2) the amount of any applicable Tax-Related Items (collectively, the "**Option Payment**") in accordance with Section 5(b) and (iii) making such representations and assurances as the Company deems necessary or appropriate to comply with applicable securities laws. The date on which the Participant delivers the Exercise Notice in accordance with this Section 5(a) (or, if such date is not a trading date, then the next trading date) shall be referred to herein as the

---

<sup>4</sup> **Note to Draft:** For executives.

**“Exercise Date.”** The Company may from time to time make available alternative methods of exercise upon notice to the Participant.

(b) The Participant may pay the Option Payment by any of the following means (or by a combination thereof): (i) cash or check, certified bank draft or postal or express money order payable to the order of the Company in lawful money of the United States; or (ii) if permitted by the Committee, in its sole discretion, pursuant to such procedures as the Committee may require, by the Participant’s (A) transferring to the Company, effective as of the Exercise Date, a number of vested Shares owned and designated by the Participant having an aggregate Fair Market Value as of the Exercise Date equal to the Option Payment, (B) electing a “net cashless exercise” procedure in accordance with Section 7.04 of the Plan; *provided, however,* that if the Participant is a Section 16 officer of the Company under the Exchange Act, then unless the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) determines otherwise, this method (B) shall be the default method for such Participant, or (C) delivering irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the Option Payment (“sell-to-cover” method); or (iii) by any other method acceptable to the Committee.

(c) As soon as practicable after receipt of the Exercise Notice and the Option Payment, the Company will, without transfer or issue tax or other incidental expense to the Participant, issue the Shares deliverable upon such exercise by causing its transfer agent to make an appropriate book entry in the name of the Participant.

6. **Non-Transferability.** Neither the Options nor any right with respect thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against the Company.

7. **Adjustments.** The Committee shall make equitable substitutions or adjustments to the Option (including, without limitation, the Exercise Price) and/or Shares issuable upon the exercise of the Option as it determines to be necessary or appropriate in the event of any share dividend, share split, merger, consolidation, separation or other change in capitalization, spin-off, extraordinary dividend or distribution, reorganization (whether or not such reorganization comes within the definition of such term in Section 368 of the Code), reclassification, recapitalization, partial or complete liquidation of the Company or other similar event or transaction; *provided, however,* that no such substitution or adjustment will be made if such substitution or adjustment would give rise to any tax under Section 409A or Section 457A of the Code, and *provided further* that the number of Shares subject to the Option will always be a whole number.

8. **Shareholder Rights.** The Participant will not have any shareholder rights or privileges, including voting or dividend rights, with respect to the Shares subject to the Option until such Shares are actually issued and registered in the Participant’s name in the Company’s books and records.

9. **No Limitation on Rights of the Company.** For the avoidance of doubt, the grant of the Option will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

10. **Clawback Policy.** Without limiting the generality of Article 13 of the Plan and subject to the Jersey Companies Law, to the extent the Participant is a current or former executive officer of the Company, the Option, any Shares or other securities or property issued in respect of the Option or upon exercise of the Option, and the rights of the Participant hereunder, are subject to any policy (whether currently in existence or later adopted) established by the Company providing for clawback or recovery of amounts paid or credited to current or former executive officers of the Company. The Committee will make any determination for clawback or recovery under any such policy in its sole discretion and in accordance with any applicable law or regulation, and the Participant agrees to be bound by any such determination.

11. **No Continuation of Service.** Nothing in this Agreement or in the Plan will constitute the formation or amendment of any contract of Service or confer on the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or Affiliate employing or retaining the Participant) to terminate the Participant's Service at any time for any reason, with or without cause.

12. **Tax Treatment and Withholding.**

(a) The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the acquisition or sale of the Shares subject to the Option. The Participant has had the opportunity to review with his or her own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

(b) The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Affiliate or Subsidiary to which the Participant provides service (the "**Service Recipient**"), the ultimate liability for any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to a Participant's participation in the Plan and legally applicable to the Participant ("**Tax-Related Items**") is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Service Recipient. The Participant further acknowledges that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Service Recipient (or former service recipient, as

applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(c) Prior to any relevant taxable or tax withholding event, as applicable, and as a condition to the Company's obligation to issue Shares upon the exercise of the Option hereunder, the Participant agrees to pay to the Company such amount as may be required to satisfy all applicable Tax-Related Items arising in connection with the Option (or otherwise make arrangements acceptable to the Company for the satisfaction any applicable withholding obligations with respect to all Tax-Related Items). In this regard, the Participant authorizes the Company and/or the Service Recipient, at their discretion, to satisfy any applicable withholding obligations with respect to all Tax-Related Items by one or a combination of the following:

(i) requiring the Participant to make a payment in a form acceptable to the Company;

(ii) withholding from the Participant's wages or other cash compensation payable to the Participant by the Company and/or the Service Recipient;

(iii) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent);

(iv) withholding in Shares to be issued upon exercise of the Option (i.e., net settlement), *provided, however,* that if the Participant is a Section 16 officer of the Company under the Exchange Act, then unless the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) determines otherwise, this method (iv) shall be the default withholding method for such Participant; or

(v) any other method of withholding determined by the Company and, to the extent required by applicable law or the Plan, approved by the Committee.

(d) Notwithstanding the foregoing, and in accordance with Section 16.03 of the Plan, the Participant may satisfy any such withholding requirement by transferring to the Company pursuant to such procedures as the Committee may require, effective as of the date on which such requirement arises, a number of vested Shares owned and designated by the Participant having an aggregate Fair Market Value as of such date that is at least equal to the minimum, and not more than the maximum, amount required to be withheld. If the Committee permits the Participant to satisfy any such withholding requirement pursuant to the preceding sentence, the Company shall remit to the applicable tax authorities and appropriate state, local and foreign revenue agencies, for the credit of the Participant, an amount of cash withholding equal to the Fair Market Value of the Shares transferred to the Company as provided above.

(e) The Company may withhold or account for Tax-Related Items by considering statutory withholding amounts or other withholding rates, including maximum rates applicable in the Participant's jurisdiction(s). If the maximum rate is used, any over-withheld amount may be refunded to the Participant in cash by the Company or the Service Recipient (with no entitlement to the Share equivalent) or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be

required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the exercised portion of the Option, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. If the required amount necessary to satisfy all Tax-Related Items, as determined by the Company, is not timely paid or satisfied, the Participant's right to receive Shares upon exercise of the Option will be permanently forfeited.

13. Notices.

(a) Any notice required to be given or delivered to the Company under the terms of this Agreement will be addressed to it in care of Secretary, Arcadium Lithium plc, 1818 Market Street, Suite 2550, Philadelphia, PA 19103 and any notice to the Participant will be addressed to the Participant's address now on file with the Company, or to such other address as either may designate to the other in writing. Except as otherwise provided below in Section 13(b), any notice will be deemed to be duly given when enclosed in a properly sealed envelope addressed as stated above and deposited, postage paid, in a post office or branch post office regularly maintained by the United States government.

(b) The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to the Option, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of email or email notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this Section 13(b) may be revoked by the Participant at any time by written notice to the Company. The Participant agrees that the foregoing online or electronic participation in the Plan shall have the same force and effect as documentation executed in hardcopy written form. The Participant hereby further agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

14. Beneficiaries. In the event of the death of the Participant, the issuance of Shares hereunder (if any) shall be made in accordance with the Participant's written beneficiary designation on file with the Company or its representative and/or agent (if such a designation has been duly filed with the Company or its representative and/or agent, in the form prescribed by the Company and in accordance with the notice provisions of Section 13(a)). In the absence of any such beneficiary designation, the delivery of Shares hereunder (if any) will be made to the person or persons to whom the Participant's rights shall pass by will or by the applicable laws of intestacy.

15. Government Regulation. The Company's obligation to deliver Shares upon exercise of the Option will be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

16. Administration. By entering into this Agreement, the Participant agrees and acknowledges that (a) the Company has provided or made available to the Participant a copy of the Plan, (b) he or she has read the Plan, (c) the Option is subject to the Plan and (d) pursuant to the Plan, the Committee is authorized to interpret the Plan and to adopt rules and regulations not inconsistent with the Plan as it deems appropriate. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee with respect to questions arising under the Plan or this Agreement.

17. References. References herein to rights and obligations of the Participant shall apply, where appropriate, to the Participant's legal representative or estate without regard to whether specific reference to such legal representative or estate is contained in a particular provision of this Agreement.

18. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

19. Entire Agreement; Amendment. This Agreement, together with the Plan, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, written or otherwise, relating to the subject matter hereof. This Agreement may only be amended by a writing signed by each of the parties hereto, except that the Company may amend or modify this Agreement without the Participant's consent in accordance with the provisions of the Plan.

20. Governing Law and Venue. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Bailiwick of Jersey. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the state or federal courts in the Eastern District of Pennsylvania, and no other courts, where this grant of the Option is made and/or to be performed.

21. Privacy. By signing this Agreement, the Participant hereby acknowledges and agrees to the Company's transfer of certain personal data of such Participant to the Company and its agents for purposes of implementing, performing or administering the Plan, this Award or any related benefit, as contemplated by Section 16.11 of the Plan. The Participant expressly gives his or her consent to the Company to process such personal data.

22. Discretionary Nature. The Participant acknowledges and agrees that the Plan and this Award are exceptional, voluntary and discretionary and do not create any contractual or another right to receive future grants of award, or benefits in lieu of awards, even if awards have been granted in the past. The Participant further acknowledges that any future awards will be made in the Committee's discretion, and that the Plan may be terminated, amended or canceled by the Company at any time in accordance with its terms.

23. Section Headings. The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

24. Counterparts. This Agreement may be executed in multiple counterparts (including by facsimile or .pdf signature), each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

25. Section 409A and Section 457A of the Code. To the extent applicable, this Agreement is intended to be exempt from the requirements of Section 409A or Section 457A of the Code and the regulations thereunder, and the provisions of this Agreement shall be interpreted accordingly. If any provision of this Agreement or any term or condition of the Option would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding the foregoing, in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of noncompliance with Section 409A or Section 457A of the Code.

26. Appendix. Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any additional terms and conditions for the Participant's country set forth in the Appendix. Moreover, if the Participant relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

27. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Agreement on the respective date below indicated.

**ARCADIUM LITHIUM PLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARTICIPANT**

Signature: **ELECTRONIC SIGNATURE**  
Date: **ACCEPTANCE DATE**

**APPENDIX TO**  
**GLOBAL NONQUALIFIED SHARE OPTION AWARD AGREEMENT**  
**UNDER THE ARCADIUM LITHIUM PLC OMNIBUS INCENTIVE PLAN**

Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or in the Global Non-Qualified Share Option Award Agreement.

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Option granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below. If the Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Participant is currently residing and/or working, or if the Participant relocates to another country after the grant of the Option, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant.

***Notifications***

This Appendix may also include information regarding securities laws, exchange controls, and certain other issues of which Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective countries as of December 2023. Such laws are often complex and change frequently. As a result, the Participant should not rely on the information in this Appendix as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time Participant exercises the Option or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to Participant's situation.

Finally, if the Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Participant is currently residing and/or working, or if the Participant relocates to another country after the grant of the Option, the notifications contained herein may not be applicable to the Participant in the same manner.

**ALL COUNTRIES**

***Terms and Conditions***

Nature of Award. In accepting the Option, the Participant acknowledges and agrees that:

1. The Participant is voluntarily participating in the Plan.

2. The Option and any Shares acquired under the Plan, and the income from and value of same, are an extraordinary item that do not constitute compensation of any kind for service of any kind rendered to the Company or any Affiliate or Subsidiary, and which are outside the scope of the Participant's Service agreement, if any.

3. The Option and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service options, pension, holiday pay, retirement benefits, or similar payments.

4. Unless otherwise agreed with the Company in writing, the Option and the Shares subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of an Affiliate or Subsidiary;

5. The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty.

6. If the underlying Shares do not increase in value, the Option will have no value.

7. If the Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price.

8. No claim or entitlement to compensation or damages arises from termination of the Option or diminution in value of the Shares subject to the Option and the Participant irrevocably releases the Company and any Affiliates or Subsidiaries from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by signing this Agreement, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such a claim.

9. No claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the Participant's Termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any).

10. Neither Company nor its Affiliates and Subsidiaries shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Option, the calculation of any applicable Tax-Related Items, or of any amounts due to the Participant pursuant to the exercise of the Option or the subsequent sale of the Shares acquired pursuant to the Option.

Language. The Participant acknowledges that they are proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms and conditions of this Agreement. If the Participant has received this Agreement or any other document related to the Option translated into a language other than

English and if the meaning of the translated version is different than the English version, the English version will control, subject to applicable law.

Foreign Asset/Account, Exchange Control and Tax Reporting. There may be certain exchange control, tax, and/or foreign asset/account reporting requirements which may affect the Participant's ability to acquire or hold Shares or cash received from participating in the Plan (including the proceeds from the sale of Shares and the receipt of any dividends paid on Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or related transactions to the tax or other authorities in the Participant's country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to the Participant's country within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to comply with such regulations, and the Participant should speak to a personal advisor on this matter.

Insider Trading/Market Abuse Laws. The Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the Participant's country, which may affect the Participant's ability to accept, acquire, sell, or otherwise dispose of Shares, rights to Shares (e.g., the Option) or rights linked to the value of Shares under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company nor any Affiliate or Subsidiary will be responsible for such restrictions or liable for the failure on the Participant's part to know and abide by such restrictions. The Participant should consult with their own personal legal advisers to ensure compliance with local laws.

## **ARGENTINA**

### ***Notifications***

Securities Law Information. The Participant understands that neither the Option nor the Shares are publicly offered or listed on any stock exchange in Argentina. Therefore, the offer of the Option does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

Exchange Control Information. If the Participant transfers proceeds from the sale of Shares and any cash dividends into Argentina, the Participant may be subject to certain restrictions, including mandatory deposits. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer sale proceeds into Argentina (e.g., evidence of the sale, proof of the source of the funds used to purchase the Shares, etc.). The Participant is solely responsible for complying with the exchange control rules that may apply to the Participant in connection with his or her participation in the Plan and/or transfer of proceeds

from the sale of Shares or receipt of dividends acquired under the Plan into Argentina. *The Participant should consult with their personal advisor to ensure compliance with applicable reporting requirements.*

Foreign Asset/Account Reporting Information. Argentine residents must report any Shares acquired under the Plan and held as of December 31 of each year on their annual tax return for that year.

## AUSTRALIA

### ***Terms and Conditions***

Australian Offer Document. The Participant understands that the offering of the Plan in Australia is being made under Division 1A of Part 7.12 of the *Corporations Act 2001 (Cth)*. Please note that if the Participant offers Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant's disclosure obligations prior to making any such offer. Participation in the Plan is subject to the terms and conditions set forth in the ESS Offer Document, (which is attached hereto as Addendum A), the Plan and the Agreement provided to the Participant.

### ***Notifications***

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Participant. If there is no Australian bank involved in the transfer, the Participant will be required to file the report. *The Participant should consult with their personal advisor to ensure compliance with applicable reporting requirements.*

Tax Information. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Options granted under the Plan, such that the Option is intended to be subject to deferred taxation.

## CANADA

### ***Terms and Conditions***

Termination of Service. The following provision replaces Section 2(d) of the Agreement:

The Participant's Termination of Service will be considered to occur as of the earliest of: (i) the date that the Participant's Service relationship with the Company or any of its Affiliates or Subsidiaries is terminated or (ii) the date that the Participant receives notice of Termination of Service, regardless of any notice period or period of pay in lieu of such notice required under applicable employment law in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any. The Participant will not earn or be entitled to any pro-rated vesting or exercisability for that portion of time before the date on which the Participant's right to vest or exercise (if any) terminates, nor will Participant be entitled to any compensation for lost vesting or exercisability. Notwithstanding the foregoing, if applicable employment standards

legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Option under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if any applicable vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

**Method of Exercise.** The following provision replaces Section 5(b) of the Agreement:

The Participant may pay the Option Payment by any of the following means (or by a combination thereof): (i) cash or check, certified bank draft or postal or express money order payable to the order of the Company in lawful money of the United States; or (ii) if permitted by the Committee, in its sole discretion, pursuant to such procedures as the Committee may require, by the Participant's (A) electing a "net cashless exercise" procedure in accordance with Section 8.04 of the Plan, or (B) delivering irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the Option Payment ("sell-to-cover" method); or (iii) by any other method acceptable to the Committee.

**Tax Treatment and Withholding.** Section 12(d) of the Agreement shall be deleted and replaced with "[Reserved]".

**Cash-Out.** The Company waives its right to cash out an Option pursuant to Section 7.07 of the Plan and, for greater certainty, an Option granted to a Participant may only be settled in Shares, subject to the exercise procedures set out in Section 7.04 through 7.06 of the Plan and the terms and conditions of this Agreement.

**The following terms and conditions apply to Service Providers resident in Quebec:**

**French Language Documents.** A French translation of this Agreement and certain other documents related to the Option will be made available to the Participant as soon as reasonably practicable. The Participant understands that, from time to time, additional information related to the Option may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in this Agreement, and unless the Participant indicates otherwise, the French translation of this Agreement and certain other documents will govern the Participant's participation in the Plan.

***Notifications***

**Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of Shares acquired under the Plan takes place outside of Canada, including, if applicable, through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange.

Foreign Asset/Account Reporting Information. Canadian residents are required to report any foreign property (e.g., Shares acquired under the Plan and possibly Unvested Options) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds a certain legally designated amount at any time in the year. Thus, the Option must be reported – generally at a nil cost – if the legally designated cost threshold is exceeded because of other foreign specified property the Participant holds. When Shares are acquired, their cost generally is the adjusted cost base (“ACB”) of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares. *It is the Participant’s responsibility to comply with these reporting obligations, and the Participant shall consult with their personal tax advisor in this regard.*

## **JAPAN**

### ***Terms and Conditions***

Tax Withholding. The following provision replaces Section 9(e) of the Agreement:

The Company may withhold or account for Tax-Related Items by considering statutory withholding amounts or other withholding rates, including maximum rates applicable in the Participant’s jurisdiction(s). If the maximum rate is used, any over-withheld amount may be refunded to the Participant in cash by the Company or the Service Recipient (with no entitlement to the Share equivalent). The Participant may not seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the exercised portion of the Option, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. If the required amount necessary to satisfy all Tax-Related Items, as determined by the Company, is not timely paid or satisfied, the Participant’s right to receive Shares upon exercise of the Option will be permanently forfeited.

### ***Notifications***

Securities Law Information. The Option and the Shares issuable upon exercise of the Option have not been registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948), as amended (the “FIEA”). The Option and the Shares issuable upon the exercise of Option may not be offered or sold in Japan or to, or for the benefit of, any resident of Japan or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan. As used herein, the term “resident of Japan” means any natural person having his place of domicile or residence in Japan, or any corporation or other entity organized under the laws of Japan or having its main office in Japan.

Exchange Control Information. If the Participant acquires Shares valued at more than a certain legally designated threshold in a single transaction, the Participant must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the acquisition of the Shares.

In addition, if Participant pays more than a certain legally designated threshold in a single transaction for the purchase of Shares when the Participant exercises the Option, Participant must file a Payment Report with the Ministry of Finance through the Bank of Japan within 20 days of the date that the payment is made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan.

Please note that a Payment Report is required independently from a Securities Acquisition Report; therefore, the Participant must file both a Payment Report and a Securities Acquisition Report if the total amount that Participant pays in a single transaction for exercising the Option and purchasing Shares exceeds a certain legally designated threshold.

Foreign Asset/Account Reporting Information. Residents of Japan are required to report details of any assets held outside Japan as of December 31 (including Shares acquired under the Plan), to the extent such assets have a total net value exceeding a certain legally designated threshold. Such report will be due by June 30 of each following year. *The Participant should consult with their personal tax advisor to determine if the reporting obligation applies to the Participant's personal situation.*

## KOREA

### *Terms and Conditions*

Restrictions on Sale of Shares. The Korean financial regulator, the Financial Supervisory Service (“FSS”), issued a public notice on June 19, 2023 that Korean citizens and residents who: (i) sell shares of foreign-listed companies through an overseas broker; or (ii) deposit funds, resulting from the sale of such shares, into an overseas financial institution may be subject to fines or warnings.

To comply with the current FSS requirements, if the Participant is a Korean citizen or resident and wishes to sell the Shares obtained from the Option, the Participant understands and agrees that they must open an account with a Korean broker, sell such Shares through the Korean broker, and deposit the resulting proceeds in a Korean financial institution or bank. These rules are applicable to any Shares of the Company acquired under the Plan. As discordance may result in restrictions of remitting funds from foreign brokers into Korean banks, the Participant should consider transferring their Shares to a Korean broker prior to trading.

As a reminder, there have not been any changes to the Participant’s responsibility to satisfy all applicable obligations with respect to any Tax-Related Items arising from the exercise of Option or the subsequent sale of Shares.

The relevant rules may be subject to frequent change, including without advance prior notice, and with retroactive effect. Neither the Company nor the Service Recipient is responsible for any

related noncompliance. *The Participant should consult with their personal legal advisor to ensure compliance with the applicable requirements. Please note that a revision to the FSS requirement is underway which is expected to allow tax residents in Korea to trade foreign shares through overseas brokerage accounts without restrictions under certain circumstances (i.e., for simple sales transactions of foreign-listed shares not purchased through domestic investment firms), especially considering that the shares are acquired through employee long-term incentive plans/programs. Once the revision is finalized, this will result in allowing the Participants to sell the Shares acquired from the Options directly through the overseas brokerage account going forward.*

#### ***Notifications***

**Foreign Assets Reporting Information.** Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds a certain legally designated threshold (or an equivalent amount in foreign currency) on any month-end date during the calendar year. *The Participant should consult with their personal tax advisor to determine how to value their foreign accounts for purposes of this reporting requirement and whether the Participant is required to file a report with respect to such accounts.*

## **SINGAPORE**

#### ***Notifications***

**Securities Law Information.** The grant of the Option is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Participant shall note that the Option is subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale in Singapore of the Shares acquired through the exercise of the Option or any offer of such sale in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

## **UNITED KINGDOM**

#### ***Terms and Conditions***

**Tax Treatment and Withholding.** The following provisions supplement Section 11 of the Agreement:

Without limitation to Section 11, the Participant hereby agrees that they are liable for all Tax-Related Items and hereby covenants to pay all such Tax- Related Items, as and when requested by the Company or the Service Recipient, as applicable, or by HM Revenue & Customs (“HMRC”) (or any other relevant authority). The Participant also hereby agrees to indemnify and keep indemnified the Company and the Service Recipient, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on the Participant’s behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply if the indemnification is viewed as a loan. In this case, the amount of income tax not collected within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and National Insurance contributions (“**NICs**”) may be payable. Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company and/or the Service Recipient for the value of any employee NICs due on this additional benefit, which may be recovered from Participant by the Company or the Service Recipient by any of the means referred to in Section 11 the Agreement.

***Notifications***

**Non-Qualified Grants.** The Option is not intended to be tax-qualified or tax-preferred under current tax rules and regulations in the United Kingdom.

**Securities Law Information.** Neither the Agreement nor the Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (the “**FSMA**”) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Option are exclusively available in the UK to bona fide employees and former employees and any other UK member of the Company or its Affiliates or Subsidiaries.

**ADDENDUM A**  
**OFFER OF SHARE OPTIONS**  
**TO AUSTRALIAN RESIDENT PARTICIPANTS**

**ARCADIUM LITHIUM PLC**  
**OMNIBUS INCENTIVE PLAN**

Arcadium Lithium plc (the “**Company**”) is pleased to provide the Participant with this offer to participate in the Arcadium Lithium plc Omnibus Incentive Plan, as it may be amended from time to time (the “**Plan**”). This ESS Offer Document sets out information regarding the grant of a Nonqualified Share Option (“**Options**”) to Australian resident employees of the Company and its Affiliates and Subsidiaries.

Any capitalized term used in this ESS Offer Document shall have the meaning ascribed to such term in the Plan and the Global Share Option Award Agreement.

The terms of the grant of the Option incorporate the Plan, this ESS Offer Document and the Global Share Option Award Agreement (the “**Agreement**”) to which this ESS Offer Document is attached. By accepting a grant of the Option, the Participant will be bound by the terms of the Plan, the Agreement, and this ESS Offer Document.

**Securities Law Notification.** This offer is being made under Division 1A of Part 7.12 of the *Corporations Act 2001 (Cth)* (the “**Act**”). For purposes of that Division, the Agreement is to be regarded as a part of this ESS Offer Document.

Please note that if the Participant offers any Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on their disclosure obligations prior to making any such offer.

Please also note that there are risks involved in acquiring and holding the Option and any Shares the Participant receives if the Option vests, including:

1. there is no guarantee that any Shares in the Company will grow in value (i.e., they may decline in value). Stock markets are subject to fluctuations and the Company's Share price can rise and fall, depending on the Company's performance and other internal and external factors;
2. the Board may decide not to pay dividends, or change the level of dividends on Shares from time to time; and
3. there are tax implications involved in acquiring and holding the Option and Shares in Company and the tax regime applying to the Participant may change.

Australian law normally requires persons who offer financial products to give information to investors before they invest – this requires those offering financial products to have disclosed information that is material for investors to make an informed decision. The usual rules do not apply to this offer because it is made under Division 1A (Employee Share Schemes) of Part 7.12 of the Corporations Act. As a result, the Participant may not be given all of the information normally expected when receiving an offer of financial products in Australia.

The information contained in this ESS Offer Document is general information only and does not take into account the Participant's personal objectives, financial situation, and needs. The Participant should obtain their own independent advice on tax and any other matters relevant to their participation in the Plan, including financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

More information about potential factors that could affect the Company's business and financial results will be included in the Company's most recent Annual Report on Form 10-K and the Company's Quarterly Report on Form 10-Q. Copies of these reports are available at <http://www.sec.gov/>, on the Company's investor relations page at <https://ir.arcadiumlithium.com/investors/overview/default.aspx>, and upon request to the Company.

**Common Stock in a U.S. Corporation.** Common stock of a U.S. corporation is analogous to ordinary shares of an Australian corporation. Each holder of a Share is entitled to one vote. Dividends may be paid on the Shares out of any funds of the Company legally available for dividends at the discretion of the Board. Further, Shares are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

**Ascertaining the Market Price of Shares.** Details of the current market price of Shares in the Company in USD are available on the New York Stock Exchange website under the symbol "ALTM": <https://www.nyse.com/quote/XNYS:ALTM>. The AUD equivalent of that price can be obtained at: <https://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

***Please note that this is not a prediction of what the market price of the Shares will be on any applicable vesting date or when Shares are issued to Australian participants (or at any other time), or of the applicable exchange rate at such time.***

**Statutory Terms and Conditions:** As noted above, this offer is being made under Division 1A of Part 7.12 of the Act. To comply with that Division, the following terms are included in this ESS Offer Document:

*continued below*

<b>A. Application Period</b>												
This offer remains open until the Option's first applicable vesting date (the "Application Period"). The Participant may accept this offer at any time up until then.												
<b>B. Acquisition of Options</b>												
The Participant cannot acquire the Option or purchase any Shares until at least 14 days after receiving this ESS Offer Document. Accordingly, no such acquisition will occur until the 14th day after receiving this ESS Offer Document.												
<b>C Terms Relating to Disclosure</b>												
This offer is also subject to the following terms relating to disclosure:												
<ul style="list-style-type: none"> <li>(a) this ESS Offer Document and the terms of the offer: <ul style="list-style-type: none"> <li>(i) must not include a misleading or deceptive statement; and</li> <li>(ii) must not omit any information that would result in this document or terms of the offer being misleading or deceptive;</li> </ul> </li> <li>(b) the Company must provide the Participant with an updated ESS Offer Document as soon as practicable after becoming aware that the document that was provided has become out of date, or is otherwise not correct, in a material respect;</li> <li>(c) each person mentioned in items 2, 3 and 4 of the table below must notify, in writing, the Company as soon as practicable if, during the Application Period, the person becomes aware that: <ul style="list-style-type: none"> <li>(i) a material statement in the documents mentioned in paragraph (a) is misleading or deceptive; or</li> <li>(ii) information was omitted from any of those documents that has resulted in one or more of those documents being misleading or deceptive; or</li> <li>(iii) a new circumstance has arisen during the Application Period which means the ESS Offer Document is out of date, or otherwise not correct, in a material respect; and</li> </ul> </li> <li>(d) if the Participant suffers loss or damage because of a contravention of a term of the offer covered by paragraph (a), (b) or (c) above, the Participant can recover the amount of loss or damage in accordance with the table below.</li> </ul>												
For the purposes of paragraph (d) above, an ESS participant must be able to recover loss or damage in accordance with the following table:												
<table border="1"> <thead> <tr> <th>Item</th> <th>The Participant may recover loss or damage suffered as a result of a contravention of</th> <th>from these people...</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);</td> <td>the Company</td> </tr> <tr> <td>2</td> <td>a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);</td> <td>each director of the Company</td> </tr> <tr> <td>3</td> <td>a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);  paragraph (b) (out of date ESS Offer Document)</td> <td>a person named, with their consent, in an ESS Offer Document or the terms of the offer as a proposed director of the Company</td> </tr> </tbody> </table>	Item	The Participant may recover loss or damage suffered as a result of a contravention of	from these people...	1	a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);	the Company	2	a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);	each director of the Company	3	a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);  paragraph (b) (out of date ESS Offer Document)	a person named, with their consent, in an ESS Offer Document or the terms of the offer as a proposed director of the Company
Item	The Participant may recover loss or damage suffered as a result of a contravention of	from these people...										
1	a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);	the Company										
2	a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);	each director of the Company										
3	a term of the offer covered by any of the following paragraphs:  paragraph (a) (misleading or deceptive statements and omissions);  paragraph (b) (out of date ESS Offer Document)	a person named, with their consent, in an ESS Offer Document or the terms of the offer as a proposed director of the Company										

<b>4</b>	a term of the offer covered by paragraph (a) (misleading or deceptive statements and omissions)	a person named, with their consent, in the ESS Offer Document or the terms of the offer as having made:  the misleading or deceptive statement; or a statement on which the misleading or deceptive statement is based
<b>5</b>	a term of the offer covered by paragraph (c) (failure to notify the Company of misleading or deceptive statement and omissions or new circumstances)	the person mentioned in item 2, 3 or 4 of this table who failed to notify the Company in accordance with the term covered by paragraph (c)
<b>D Exclusions from Liability</b>		
<p>A person mentioned in the table in section C above is not liable for any loss or damage suffered by the Participant because of a contravention of a term of the offer covered by paragraph (a) or (b) of section C above if:</p> <ul style="list-style-type: none"> <li>(a) the person: <ul style="list-style-type: none"> <li>(i) made all inquiries (if any) that were reasonable in the circumstances; and</li> <li>(ii) after doing so, believed on reasonable grounds that the statement was not misleading or deceptive; or</li> </ul> </li> <li>(b) the person did not know that the statement was misleading or deceptive; or</li> <li>(c) the person placed reasonable reliance on information given to the person by: <ul style="list-style-type: none"> <li>(i) if the person is a body corporate or a responsible entity of a registered scheme - someone other than a director, employee or agent of the body corporate or responsible entity; or</li> <li>(ii) if the person is an individual—someone other than an employee or agent of the individual; or</li> </ul> </li> <li>(d) for a person mentioned in column 2 of item 3 or 4 of the table in section C above - the person proves that they publicly withdrew their consent to being named in the document in that way; or</li> <li>(e) the contravention arose because of a new circumstance that has arisen since the ESS Offer Document was prepared and the person proves that they were not aware of the matter.</li> </ul>		



**GLOBAL RESTRICTED SHARE UNIT AWARD AGREEMENT  
UNDER THE ARCADIUM LITHIUM PLC OMNIBUS INCENTIVE PLAN**

This GLOBAL RESTRICTED SHARE UNIT AWARD AGREEMENT, including any additional terms or conditions for the Participant's country set forth in any appendix attached hereto (the "Appendix," and collectively with this Global Restricted Share Unit Award Agreement, this "Agreement") is made by and between Arcadium Lithium plc (the "Company") and Participant Name (the "Participant").

WHEREAS, the Company maintains the Arcadium Lithium plc Omnibus Incentive Plan (as it may be amended from time to time, the "Plan");

WHEREAS, Article 10 of the Plan authorizes the grant of Awards in the form of Restricted Share Units;

WHEREAS, to further align the Participant's personal financial interests with those of the Company's shareholders, the Committee has approved this grant of Restricted Share Units to the Participant on the terms described herein, effective as of Grant Date (the "Grant Date"); and

WHEREAS, the terms of the Plan are incorporated herein by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. In the event of a conflict among the provisions of the Plan, this Agreement and any descriptive materials provided in connection herewith, the provisions of the Plan will prevail. Capitalized terms not otherwise defined herein will have the same meanings as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Restricted Share Units. Pursuant to the Plan, effective as of the Grant Date, the Company hereby grants to the Participant this Award of Number of Shares Granted Restricted Share Units on the terms and conditions set forth herein (the "Units"). Each Unit, once vested, represents an unfunded, unsecured right of the Participant to receive one ordinary share of the Company (each, a "Share") at a specified time. The Units will become vested, and the underlying Shares will be issued in respect of vested Units, as set forth in this Agreement.

2. Vesting.

(a) Subject to the Participant's continued service to the Company or any of its Affiliates through the applicable vesting date, the Units shall become vested in equal annual installments on each of the first three anniversaries of the Grant Date. Notwithstanding the foregoing, subject to the Participant's continued service to the Company or any of its Affiliates through the applicable date or event, unvested Units shall fully vest upon the earliest to occur of:

(i) Participant's Termination of Service due to the Participant's death;

(ii) Participant's Termination of Service due to the Participant's Disability;

(iii) a Change in Control, if the Company's successor or the surviving entity (or its parent) fails to continue or assume the Award; or

(iv) subject to Section 2(e), the Participant's Termination of Service within two years following a Change in Control due to either a termination by the Company or its applicable Affiliate without Cause or a resignation by the Participant with Good Reason.

(b) Notwithstanding anything to the contrary in Section 2(a), subject to Section 2(e), in the event of the Participant's Termination of Service by the Company without Cause (other than within two years following a Change in Control), a pro-rata portion of the unvested Units shall vest, determined by multiplying (A) the number of unvested Units scheduled to vest on the next scheduled vesting date by (B) a fraction (x) the numerator of which is the number of days the Participant was employed by the Company or any of its Affiliates from and after the last vesting date and prior to the date of the Participant's Termination of Service (or, if no such date has occurred, the Grant Date) and (y) the denominator of which is the total number of calendar days during the period beginning on the day after the last vesting date and ending on the next scheduled vesting date.

(c) Upon the Participant's Termination of Service for any reason, any Unit (or portion thereof) that has not become vested on or prior to the effective date of such Termination of Service (including, for the avoidance of doubt, in accordance with the terms of Sections 2(a) or (b)) will then be forfeited immediately and automatically and the Participant will have no further rights with respect thereto.

(d) For purposes of the Units, the Participant's Termination of Service will be considered to occur as of the date the Participant is no longer actively providing Service to the Company or any Affiliate or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of Service will not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing Service for purposes of the Units (including whether the Participant may still be considered to be providing Service while on a leave of absence).

(e) The application of Sections 2(a)(iv) and 2(b) is in each case conditioned on (i) the Participant's execution and delivery to the Company of a general release of claims against the Company and its respective affiliates in a form prescribed by the Company, and (ii) such release becoming irrevocable within 60 days following the Participant's Termination of Service or such shorter period specified by the Company. For avoidance of doubt, if this release

requirement is not timely satisfied, the Units will be forfeited as of the effective date of the Participant's Termination of Service and the Participant will have no further rights with respect thereto.

3. **Settlement.** Shares will be issued in respect of vested Units within 60 days following the applicable vesting date. Fractional Shares will be rounded up to the next whole Share.

4. **Non-Transferability.** Neither the Units nor any right with respect thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against the Company.

5. **Shareholder Rights.**

(a) The Participant will not have any shareholder rights or privileges, including voting or dividend rights, with respect to the Shares subject to Units until such Shares are actually issued and registered in the Participant's name in the Company's books and records.

(b) The foregoing notwithstanding, if the Company declares and pays a cash dividend or distribution with respect to Shares while Units are outstanding hereunder, the Company will credit to the Participant a number of dividend equivalents ("Dividend Equivalents") equal to (i) the amount of the dividend or distribution that would have been payable to the Participant had he or she been the record holder of a number of Shares equal to the number of Units outstanding hereunder (whether or not vested) on the record date of such dividend or distribution, divided by (ii) the per share Fair Market Value of the Company's Shares on such date that the Company pays the cash dividend or distribution. Any Dividend Equivalents credited pursuant to the foregoing provisions of this section shall be subject to the same vesting, payment and other terms, conditions, timing and restrictions as the original Units to which they relate, including the obligation to satisfy the Tax-Related Items defined and described hereof under Section 9(b) hereof. No crediting of Dividend Equivalents shall be made pursuant to this section with respect to any Units which, immediately prior to the record date for that dividend, have either been paid pursuant to Section 3 hereof or terminated pursuant to Section 2(c) hereof.

6. **No Limitation on Rights of the Company.** For the avoidance of doubt, the grant of the Units will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Clawback Policy.** Without limiting the generality of Article 13 of the Plan and subject to the Jersey Companies Law, to the extent the Participant is a current or former executive officer of the Company, the Units, any Shares or other securities or property issued in respect of the Units, and the rights of the Participant hereunder, are subject to any policy (whether currently in existence or later adopted) established by the Company providing for clawback or recovery of amounts paid or credited to current or former executive officers of the

Company. The Committee will make any determination for clawback or recovery under any such policy in its sole discretion and in accordance with any applicable law or regulation, and the Participant agrees to be bound by any such determination.

8. **No Continuation of Service.** Nothing in this Agreement or in the Plan will constitute the formation or amendment of any contract of Service or confer on the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or Affiliate employing or retaining the Participant) to terminate the Participant's Service at any time for any reason, with or without cause.

9. **Tax Treatment and Withholding.**

(a) The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the acquisition or sale of the Shares subject to the Units. The Participant has had the opportunity to review with his or her own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

(b) The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Affiliate or Subsidiary to which the Participant provides service (the "**Service Recipient**"), the ultimate liability for any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to a Participant's participation in the Plan and legally applicable to the Participant ("**Tax-Related Items**") is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Service Recipient. The Participant further acknowledges that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, vesting, or settlement of the Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(c) Prior to any relevant taxable or tax withholding event, as applicable, and as a condition to the Company's obligation to issue Shares upon vesting of the Units hereunder, the Participant agrees to pay to the Company such amount as may be required to satisfy all applicable Tax-Related Items arising in connection with the Units (or otherwise make arrangements acceptable to the Company for the satisfaction any applicable withholding obligations with respect to all Tax-Related Items). In this regard, the Participant authorizes the Company and/or the Service Recipient, at their discretion, to satisfy any applicable withholding obligations with respect to all Tax-Related Items by one or a combination of the following:

(i) requiring the Participant to make a payment in a form acceptable to the Company;

(ii) withholding from the Participant's wages or other cash compensation payable to the Participant by the Company and/or the Service Recipient;

(iii) withholding from proceeds of the sale of Shares acquired upon vesting of the Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent);

(iv) withholding in Shares to be issued upon vesting of the Units (i.e., net settlement), *provided, however,* that if the Participant is a Section 16 officer of the Company under the Exchange Act, then unless the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) determines otherwise, this method (iv) shall be the default withholding method for such Participant; or

(v) any other method of withholding determined by the Company and, to the extent required by applicable law or the Plan, approved by the Committee.

(d) Notwithstanding the foregoing, and in accordance with Section 16.03 of the Plan, the Participant may satisfy any such withholding requirement by transferring to the Company pursuant to such procedures as the Committee may require, effective as of the date on which such requirement arises, a number of vested Shares owned and designated by the Participant having an aggregate Fair Market Value as of such date that is at least equal to the minimum, and not more than the maximum, amount required to be withheld. If the Committee permits the Participant to satisfy any such withholding requirement pursuant to the preceding sentence, the Company shall remit to the applicable tax authorities and appropriate state, local and foreign revenue agencies, for the credit of the Participant, an amount of cash withholding equal to the Fair Market Value of the Shares transferred to the Company as provided above.

(e) The Company may withhold or account for Tax-Related Items by considering statutory withholding amounts or other withholding rates, including maximum rates applicable in the Participant's jurisdiction(s). If the maximum rate is used, any over-withheld amount may be refunded to the Participant in cash by the Company or the Service Recipient (with no entitlement to the Share equivalent) or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vesting portion of the Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. If the required amount necessary to satisfy all Tax-Related Items, as determined by the Company, is not timely paid or satisfied, the Participant's right to receive Shares will be permanently forfeited.

10. Notices.

(a) Any notice required to be given or delivered to the Company under the terms of this Agreement will be addressed to it in care of Secretary, Arcadium Lithium plc, 1818 Market Street, Suite 2550, Philadelphia, PA 19103, and any notice to the Participant will be addressed to the Participant's address now on file with the Company, or to such other address as either may designate to the other in writing. Except as otherwise provided below in Section 10(b), any notice will be deemed to be duly given when enclosed in a properly sealed envelope addressed as stated above and deposited, postage paid, in a post office or branch post office regularly maintained by the United States government.

(b) The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this Section 10(b) may be revoked by the Participant at any time by written notice to the Company. The Participant agrees that the foregoing online or electronic participation in the Plan shall have the same force and effect as documentation executed in hardcopy written form. The Participant hereby further agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

11. Beneficiaries. In the event of the death of the Participant, the issuance of Shares hereunder (if any) shall be made in accordance with the Participant's written beneficiary designation on file with the Company or its representative and/or agent (if such a designation has been duly filed with the Company or its representative and/or agent, in the form prescribed by the Company and in accordance with the notice provisions of Section 10(a)). In the absence of any such beneficiary designation, the delivery of Shares hereunder (if any) will be made to the person or persons to whom the Participant's rights shall pass by will or by the applicable laws of intestacy.

12. Government Regulation. The Company's obligation to deliver Shares in respect of vested Units will be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

13. Administration. By entering into this Agreement, the Participant agrees and acknowledges that (a) the Company has provided or made available to the Participant a copy of the Plan, (b) he or she has read the Plan, (c) all Units are subject to the Plan and (d) pursuant to the Plan, the Committee is authorized to interpret the Plan and to adopt rules and regulations not inconsistent with the Plan as it deems appropriate. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee with respect to questions arising under the Plan or this Agreement.

14. References. References herein to rights and obligations of the Participant shall apply, where appropriate, to the Participant's legal representative or estate without regard to

whether specific reference to such legal representative or estate is contained in a particular provision of this Agreement.

15. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

16. Entire Agreement; Amendment. This Agreement, together with the Plan, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, written or otherwise, relating to the subject matter hereof. This Agreement may only be amended by a writing signed by each of the parties hereto, except that the Company may amend or modify this Agreement without the Participant's consent in accordance with the provisions of the Plan.

17. Governing Law and Venue. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Bailiwick of Jersey. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the state or federal courts in the Eastern District of Pennsylvania, and no other courts, where this grant of the Units is made and/or to be performed.

18. Privacy. By signing this Agreement, the Participant hereby acknowledges and agrees to the Company's transfer of certain personal data of such Participant to the Company and its agents for purposes of implementing, performing or administering the Plan, this Award or any related benefit, as contemplated by Section 16.11 of the Plan. The Participant expressly gives his or her consent to the Company to process such personal data.

19. Discretionary Nature. The Participant acknowledges and agrees that the Plan and this Award are exceptional, voluntary, and discretionary and do not create any contractual or another right to receive future grants of award, or benefits in lieu of awards, even if awards have been granted in the past. The Participant further acknowledges that any future awards will be made in the Committee's discretion and that the Plan may be terminated, amended or canceled by the Company at any time in accordance with its terms.

20. Section Headings. The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

21. Counterparts. This Agreement may be executed in multiple counterparts (including by facsimile or .pdf signature), each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

22. Section 409A and Section 457A of the Code. To the extent applicable, this Agreement is intended to be exempt from the requirements of Section 409A or Section 457A of the Code and the regulations thereunder, and the provisions of this Agreement shall be interpreted accordingly. If any provision of this Agreement or any term or condition of the Units would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding the foregoing, in

no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of noncompliance with Section 409A or Section 457A of the Code.

23. Appendix. Notwithstanding any provisions in this Agreement, the grant of the Units shall be subject to any additional terms and conditions for the Participant's country set forth in the Appendix. Moreover, if the Participant relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

24. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Agreement on the respective date below indicated.

**ARCADIUM LITHIUM PLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

Signature: ELECTRONIC SIGNATURE

Date: ACCEPTANCE DATE

**APPENDIX TO**  
**GLOBAL RESTRICTED SHARE UNIT AWARD AGREEMENT**  
**UNDER THE ARCADIUM LITHIUM PLC OMNIBUS INCENTIVE PLAN**

Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or in the Global Restricted Share Unit Award Agreement.

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Units granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below. If the Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Participant is currently residing and/or working, or if the Participant relocates to another country after the grant of the Units, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant.

***Notifications***

This Appendix may also include information regarding securities laws, exchange controls, and certain other issues of which Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective countries as of December 2023. Such laws are often complex and change frequently. As a result, the Participant should not rely on the information in this Appendix as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time the Units vest or the Participant sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to Participant's situation.

Finally, if the Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Participant is currently residing and/or working, or if the Participant relocates to another country after the grant of the Units, the notifications contained herein may not be applicable to the Participant in the same manner.

**ALL COUNTRIES**

***Terms and Conditions***

**Nature of Award.** In accepting the Units, the Participant acknowledges and agrees that:

1. The Participant is voluntarily participating in the Plan.

2. The Units and any Shares acquired under the Plan, and the income from and value of same, are an extraordinary item that do not constitute compensation of any kind for service of any kind rendered to the Company or any Affiliate or Subsidiary, and which are outside the scope of the Participant's Service agreement, if any.

3. The Units and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service options, pension, holiday pay, retirement benefits, or similar payments.

4. Unless otherwise agreed with the Company in writing, the Units and the Shares subject to the Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of an Affiliate or Subsidiary;

5. The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty.

6. No claim or entitlement to compensation or damages arises from termination of the Units or diminution in value of the Shares subject to the Units and the Participant irrevocably releases the Company and any Affiliates or Subsidiaries from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by signing this Agreement, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such a claim.

7. No claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from the Participant's Termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any).

8. Neither Company nor its Affiliates and Subsidiaries shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Units, the calculation of any applicable Tax-Related Items, or of any amounts due to the Participant pursuant to the vesting of the Units or the subsequent sale of the Shares acquired pursuant to the Units.

Language. The Participant acknowledges that they are proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms and conditions of this Agreement. If the Participant has received this Agreement or any other document related to the Units translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, subject to applicable law.

Foreign Asset/Account, Exchange Control and Tax Reporting. There may be certain exchange control, tax, and/or foreign asset/account reporting requirements which may affect the Participant's ability to acquire or hold Shares or cash received from participating in the Plan

(including the proceeds from the sale of Shares and the receipt of any dividends paid on Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or related transactions to the tax or other authorities in the Participant's country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to the Participant's country within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to comply with such regulations, and the Participant should speak to a personal advisor on this matter.

**Insider Trading/Market Abuse Laws.** The Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the Participant's country, which may affect the Participant's ability to accept, acquire, sell, or otherwise dispose of Shares, rights to Shares (e.g., the Units) or rights linked to the value of Shares under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party, and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company nor any Affiliate or Subsidiary will be responsible for such restrictions or liable for the failure on the Participant's part to know and abide by such restrictions. The Participant should consult with their own personal legal advisers to ensure compliance with local laws.

## ARGENTINA

### ***Notifications***

**Securities Law Information.** The Participant understands that neither the Units nor the Shares are publicly offered or listed on any stock exchange in Argentina. Therefore, the offer of the Units does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information.** If the Participant transfers proceeds from the sale of Shares and any cash dividends into Argentina, the Participant may be subject to certain restrictions, including mandatory deposits. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer sale proceeds into Argentina (e.g., evidence of the sale, proof of the source of the funds used to purchase the Shares, etc.). The Participant is solely responsible for complying with the exchange control rules that may apply to the Participant in connection with his or her participation in the Plan and/or transfer of proceeds from the sale of Shares or receipt of dividends acquired under the Plan into Argentina. *The Participant should consult with their personal advisor to ensure compliance with applicable reporting requirements.*

Foreign Asset/Account Reporting Information. Argentine residents must report any Shares acquired under the Plan and held as of December 31 of each year on their annual tax return for that year.

## AUSTRALIA

### ***Terms and Conditions***

Tax Information. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Units granted under the Plan, such that the Units are intended to be subject to deferred taxation.

### ***Notifications***

Securities Law Information. The offer of the Units is being made under Division 1A, Part 7.12 of the Corporations Act (Cth). If the Participant offers Shares for sale to a person or entity resident in Australia, the Participant's offer may be subject to disclosure requirements under Australian law. *The Participant should consult his or her personal legal advisor to ensure compliance with the applicable requirements.*

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of Participant. If there is no Australian bank involved in the transfer, Participant will be required to file the report. *The Participant should consult with their personal advisor to ensure compliance with applicable reporting requirements.*

## CANADA

### ***Terms and Conditions***

Termination of Service. The following provision replaces Section 2(d) of the Agreement:

For purposes of the Units, the Participant's Termination of Service will be considered to occur as of the earliest of: (i) the date that the Participant's Service relationship with the Company or any of its Affiliates or Subsidiaries is terminated, or (ii) the date that the Participant receives notice of Termination of Service, regardless of any notice period or period of pay in lieu of such notice required under applicable employment law in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any. The Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which the Participant's right to vest (if any) terminates, nor will Participant be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Units under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if any applicable vesting date falls after the

end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

**Tax Treatment and Withholding.** The following provision replaces Section 9(c) of the Agreement:

Prior to any relevant taxable or tax withholding event, as applicable, and as a condition to the Company's obligation to issue Shares upon vesting of the Units hereunder, the Participant agrees to pay to the Company such amount as may be required to satisfy all applicable Tax-Related Items arising in connection with the Units (or otherwise make arrangements acceptable to the Company for the satisfaction any applicable withholding obligations with respect to all Tax-Related Items). In this regard, the Participant shall have the right to choose a method of withholding from one or a combination of the methods authorized by the Company, in the absence of any such election, authorizes the Company and/or the Service Recipient, at their discretion, to satisfy any applicable withholding obligations with respect to all Tax-Related Items through the Company's default method at such time.

**The following terms and conditions apply to Service Providers resident in Quebec:**

**French Language Documents.** A French translation of this Agreement and certain other documents related to the Units will be made available to the Participant as soon as reasonably practicable. The Participant understands that, from time to time, additional information related to the Units may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in this Agreement, and unless the Participant indicates otherwise, the French translation of this Agreement and certain other documents will govern the Participant's participation in the Plan.

***Notifications***

**Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, *provided* the resale of Shares acquired under the Plan takes place outside of Canada, including, if applicable, through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange.

**Foreign Asset/Account Reporting Information.** Canadian residents are required to report any foreign property (e.g., Shares acquired under the Plan and possibly unvested Units) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds a certain legally designated amount at any time in the year. Thus, the Units must be reported – generally at a nil cost – if the legally designated cost threshold is exceeded because of other foreign specified property the Participant holds. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares. *It is the Participant's responsibility to comply with these reporting obligations, and the Participant shall consult with their personal tax advisor in this regard.*

**Non-Qualified Securities.** All of the securities to be sold or issued under this Agreement are designated by the Company as non-qualified securities under subsection 110(1.4) of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.).

## **JAPAN**

### ***Terms and Conditions***

**Tax Withholding.** The following provision replaces Section 9(e) of the Agreement:

The Company may withhold or account for Tax-Related Items by considering statutory withholding amounts or other withholding rates, including maximum rates applicable in the Participant's jurisdiction(s). If the maximum rate is used, any over-withheld amount may be refunded to the Participant in cash by the Company or the Service Recipient (with no entitlement to the Share equivalent). The Participant may not seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vesting portion of the Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. If the required amount necessary to satisfy all Tax-Related Items, as determined by the Company, is not timely paid or satisfied, the Participant's right to receive Shares will be permanently forfeited.

### ***Notifications***

**Securities Law Information.** The Units and the Shares issuable upon vesting of the Units have not been registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948), as amended (the "FIEA"). The Units and the Shares issuable upon the vesting of the Units may not be offered or sold in Japan or to, or for the benefit of, any resident of Japan or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan. As used herein, the term "resident of Japan" means any natural person having his place of domicile or residence in Japan, or any corporation or other entity organized under the laws of Japan or having its main office in Japan.

**Exchange Control Information.** If the Participant acquires Shares valued at more than a certain legally designated threshold in a single transaction, the Participant must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the acquisition of the Shares.

**Foreign Asset/Account Reporting Information.** Residents of Japan are required to report details of any assets held outside Japan as of December 31 (including Shares acquired under the Plan),

to the extent such assets have a total net value exceeding a certain legally designated threshold. Such report will be due by June 30 of each following year. *The Participant should consult with their personal tax advisor to determine if the reporting obligation applies to the Participant's personal situation.*

## KOREA

### *Terms and Conditions*

Restrictions on Sale of Shares. The Korean financial regulator, the Financial Supervisory Service (“FSS”), issued a public notice on June 19, 2023, that Korean citizens and residents who: (i) sell shares of foreign-listed companies through an overseas broker; or (ii) deposit funds, resulting from the sale of such shares, into an overseas financial institution, may be subject to fines or warnings.

To comply with the current FSS requirements, if the Participant is a Korean citizen or resident and wishes to sell the Shares obtained from the Units, the Participant understands and agrees that they must open an account with a Korean broker, sell such Shares through the Korean broker, and deposit the resulting proceeds in a Korean financial institution or bank. These rules are applicable to any Shares of the Company acquired under the Plan. As discordance may result in restrictions on remitting funds from foreign brokers into Korean banks, the Participant should consider transferring their Shares to a Korean broker prior to trading.

As a reminder, there have not been any changes to the Participant’s responsibility to satisfy all applicable obligations with respect to any Tax-Related Items arising from the vesting or settlement of the Units or the subsequent sale of Shares.

The relevant rules may be subject to frequent change, including without advance prior notice, and with retroactive effect. Neither the Company nor the Service Recipient is responsible for any related noncompliance. *The Participant should consult with their personal legal advisor to ensure compliance with the applicable requirements.*

### *Notifications*

Foreign Assets Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds a certain legally designated threshold (or an equivalent amount in foreign currency) on any month-end date during the calendar year. *The Participant should consult with their personal tax advisor to determine how to value their foreign accounts for purposes of this reporting requirement and whether the Participant is required to file a report with respect to such accounts.*

## SINGAPORE

### *Notifications*

**Securities Law Information.** The grant of the Units is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Participant shall note that the Units are subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale in Singapore of the Shares acquired through the vesting of the Units or any offer of such sale in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

## UNITED KINGDOM

### *Terms and Conditions*

**Tax Treatment and Withholding.** The following provisions supplement Section 9 of the Agreement:

Without limitation to Section 9, the Participant hereby agrees that they are liable for all Tax-Related Items and hereby covenants to pay all such Tax- Related Items, as and when requested by the Company or the Service Recipient, as applicable, or by HM Revenue & Customs (“HMRC”) (or any other relevant authority). The Participant also hereby agrees to indemnify and keep indemnified the Company and the Service Recipient, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on the Participant’s behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply if the indemnification is viewed as a loan. In this case, the amount of income tax not collected within ninety (90) days of the end of the UK tax year in which an event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and National Insurance contributions (“NICs”) may be payable. Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company and/or the Service Recipient for the value of any employee NICs due on this additional benefit, which may be recovered from Participant by the Company or the Service Recipient by any of the means referred to in Section 9 the Agreement.

### *Notifications*

**Non-Qualified Grants.** The Units are not intended to be tax-qualified or tax-preferred under current tax rules and regulations in the United Kingdom.

**Securities Law Information.** Neither the Agreement nor the Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (the “FSMA”) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Units are exclusively available in the UK to bona fide employees and former employees and any other UK member of the Company or its Affiliates or Subsidiaries.





**NON-EMPLOYEE DIRECTOR  
GLOBAL RESTRICTED SHARE UNIT AWARD AGREEMENT  
UNDER THE ARCADIUM LITHIUM PLC OMNIBUS INCENTIVE PLAN**

**ANNUAL EQUITY GRANT**

This GLOBAL RESTRICTED SHARE UNIT AWARD AGREEMENT, including any additional terms or conditions for the Participant's country set forth in any appendix attached hereto (the "Appendix," and collectively with this Non-Employee Director Global Restricted Share Unit Award Agreement, this "Agreement"), is made by and between Arcadium Lithium plc (the "Company") and [Participant Name] (the "Participant").

WHEREAS, the Company maintains the Arcadium Lithium plc Omnibus Incentive Plan (as it may be amended from time to time, the "Plan");

WHEREAS, the Company maintains the Arcadium Lithium plc Compensation Policy for Non-Employee Directors (as amended from time to time, the "Policy"), which contemplates the grant of awards to non-employee directors of the Board under the Plan;

WHEREAS, Article 10 of the Plan authorizes the grant of Awards in the form of Restricted Share Units;

WHEREAS, to further align the Participant's personal financial interests with those of the Company's shareholders, the Policy provides for the grant of Restricted Share Units to the Participant on the terms described herein, effective as of [Grant Date] (the "Grant Date"); and

WHEREAS, the terms of the Plan are incorporated herein by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. In the event of a conflict among the provisions of the Plan, this Agreement and any descriptive materials provided in connection herewith, the provisions of the Plan will prevail. Unless otherwise provided in this Agreement, capitalized terms not otherwise defined herein will have the same meanings as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Restricted Share Units. Pursuant to the Policy and the Plan, effective as of the Grant Date, the Company hereby grants to the Participant this Award of [Number of Shares Granted] Restricted Share Units on the terms and conditions set forth herein (the "Units"). Each Unit, once vested, represents an unfunded, unsecured right of the Participant to receive one ordinary share of the Company (each a "Share") at a specified time. The Units will become vested, and the underlying Shares will be issued in respect of vested Units, as set forth in this Agreement.

2. Vesting.

(a) Subject to the Participant's continued service on the Board through the applicable date or event, 100% of the Units shall become vested on the earliest of (such date, the "Vesting Date"):

- (i) the first anniversary of the Grant Date;
- (ii) the date of the annual shareholders' meeting that next follows the Grant Date; or

(iii) immediately prior to, but contingent upon the occurrence of, a Change in Control (which, solely for purposes of this Agreement, will have the meaning defined in the Policy); or

(b) Notwithstanding anything to the contrary in Section 2(a), in the event of the Participant's Separation from Service (as defined in the Policy) as a result of the Participant's death prior to the date the Units otherwise vest, a pro-rata portion of the unvested Units shall vest on the date of the Participant's death, determined based on the number of days the Participant served on the Board from and after the Grant Date and prior to the Participant's Separation from Service relative to the total number of days during the period beginning on the Grant Date and ending on the Vesting Date.

(c) Upon the Participant's Separation from Service for any reason, any Unit (or portion thereof) that has not become vested on or prior to the effective date of such Separation from Service (including, for the avoidance of doubt, in accordance with the terms of Sections 2(a) or (b)) will then be forfeited immediately and automatically, and the Participant will have no further rights with respect thereto.

(d) For purposes of the Units, the Participant's Separation from Service will be considered to occur as of the date the Participant is no longer actively providing Service to the Company or any Affiliate or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of Service will not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing Service for purposes of the Units (including whether the Participant may still be considered to be providing Service while on a leave of absence).

3. **Settlement.** Shares will be issued in respect of vested Units within 60 days following the Vesting Date. Fractional Shares will be rounded up to the next whole Share.

4. **Non-Transferability.** Neither the Units nor any right with respect thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against the Company.

5. **Shareholder Rights.**

(a) The Participant will not have any shareholder rights or privileges, including voting or dividend rights, with respect to the Shares subject to Units until such Shares are actually issued and registered in the Participant's name in the Company's books and records.

(b) The foregoing notwithstanding, if the Company declares and pays a cash dividend or distribution with respect to Shares while Units are outstanding hereunder, the Company will credit to the Participant a number of dividend equivalents ("Dividend Equivalents") equal to (i) the amount of the dividend or distribution that would have been payable to the Participant had he or she been the record holder of a number of Shares equal to the number of Units outstanding hereunder (whether or not vested) on the record date of such dividend or distribution, divided by (ii) the per share Fair Market Value of the Company's Shares on such date that the Company pays the cash dividend or distribution. Any Dividend Equivalents credited pursuant to the foregoing provisions of this section shall be subject to the same vesting, payment and other terms, conditions, timing and restrictions as the original Units to which they relate, including the obligation to satisfy the Tax-Related Items defined and described hereof under Section 8(b) hereof. No crediting of Dividend Equivalents shall be made pursuant to this section with respect to any Units which, immediately prior to the record date for that dividend, have either been paid pursuant to Section 3 hereof or terminated pursuant to Section 2(c) hereof.

6. **No Limitation on Rights of the Company.** For the avoidance of doubt, the grant of the Units will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Reservation of Rights.** Nothing in this Agreement or in the Plan will be construed to (a) create any obligation on the part of the Board to nominate the Participant for reelection by the Company's shareholders, or (b) limit in any way the right of the Board to remove the Participant as a director of the Company.

8. **Tax Treatment and Withholding.**

(a) The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the acquisition or sale of the Shares subject to the Units. The Participant has had the opportunity to review with his or her own tax advisors the federal, state, local and foreign tax consequences

of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

(b) The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Affiliate or Subsidiary to which the Participant provides service (the “**Service Recipient**”), the ultimate liability for any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to a Participant’s participation in the Plan and legally applicable to the Participant (“**Tax-Related Items**”) is and remains the Participant’s responsibility and may exceed the amount actually withheld by the Company or the Service Recipient. The Participant further acknowledges that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, vesting, or settlement of the Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or dividend equivalents and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Participant’s liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(c) Prior to any relevant taxable or tax withholding event, as applicable, and as a condition to the Company’s obligation to issue Shares upon vesting of the Units hereunder, the Participant agrees to pay to the Company such amount as may be required to satisfy all applicable Tax-Related Items arising in connection with the Units (or otherwise make arrangements acceptable to the Company for the satisfaction any applicable withholding obligations with respect to all Tax-Related Items). If any applicable Tax-Related Items are not timely paid or satisfied, the Participant’s right to receive such Shares will be permanently forfeited.

#### 9. Notices.

(a) Any notice required to be given or delivered to the Company under the terms of this Agreement will be addressed to it in care of Secretary, Arcadium Lithium plc, 1818 Market Street, Suite 2550, Philadelphia, PA 19103 and any notice to the Participant will be addressed to the Participant’s address now on file with the Company, or to such other address as either may designate to the other in writing. Except as otherwise provided below in Section 9(b), any notice will be deemed to be duly given when enclosed in a properly sealed envelope addressed as stated above and deposited, postage paid, in a post office or branch post office regularly maintained by the United States government.

(b) The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations).

For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this Section 9(b) may be revoked by the Participant at any time by written notice to the Company. The Participant agrees that the foregoing online or electronic participation in the Plan shall have the same force and effect as documentation executed in hardcopy written form. The Participant hereby further agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

10. Beneficiaries. In the event of the death of the Participant, the issuance of Shares hereunder (if any) shall be made in accordance with the Participant's written beneficiary designation on file with the Company or its representative and/or agent (if such a designation has been duly filed with the Company or its representative and/or agent, in the form prescribed by the Company and in accordance with the notice provisions of Section 9(a)). In the absence of any such beneficiary designation, the delivery of Shares hereunder (if any) will be made to the person or persons to whom the Participant's rights shall pass by will or by the applicable laws of intestacy.

11. Government Regulation. The Company's obligation to deliver Shares in respect of vested Units will be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

12. Administration. By entering into this Agreement, the Participant agrees and acknowledges that (a) the Company has provided or made available to the Participant copies of the Plan and the Policy, (b) he or she has read the Plan and the Policy, (c) all Units are subject to the Plan and the Policy and (d) pursuant to the Plan, the Board is authorized to interpret the Plan and to adopt rules and regulations not inconsistent with the Plan as it deems appropriate. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board with respect to questions arising under the Plan, the Policy or this Agreement.

13. References. References herein to rights and obligations of the Participant shall apply, where appropriate, to the Participant's legal representative or estate without regard to whether specific reference to such legal representative or estate is contained in a particular provision of this Agreement.

14. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

15. Entire Agreement; Amendment. This Agreement, together with the Plan, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, written or otherwise, relating to the subject matter hereof. This Agreement may only be amended by a writing signed by each of the parties hereto, except that

the Company may amend or modify this Agreement without the Participant's consent in accordance with the provisions of the Plan.

16. Governing Law and Venue. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Bailiwick of Jersey. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the state or federal courts in the Eastern District of Pennsylvania, and no other courts, where this grant of the Units is made and/or to be performed.

17. Privacy. By signing this Agreement, the Participant hereby acknowledges and agrees to the Company's transfer of certain personal data of such Participant to the Company and its agents for purposes of implementing, performing or administering the Plan, this Award or any related benefit, as contemplated by Section 16.11 of the Plan. The Participant expressly gives his or her consent to the Company to process such personal data.

18. Discretionary Nature. The Participant acknowledges and agrees that the Plan and this Award are exceptional, voluntary, and discretionary and do not create any contractual or another right to receive future grants of award, or benefits in lieu of awards, even if awards have been granted in the past. The Participant further acknowledges that any future awards will be made in the Committee's discretion, and that the Plan may be terminated, amended or canceled by the Company at any time in accordance with its terms.

19. Section Headings. The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

20. Counterparts. This Agreement may be executed in multiple counterparts (including by facsimile or pdf signature), each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

21. Section 409A and Section 457A of the Code. To the extent applicable, this Agreement is intended to be exempt from the requirements of Section 409A or Section 457A of the Code and the regulations thereunder, and the provisions of this Agreement shall be interpreted accordingly. If any provision of this Agreement or any term or condition of the Units would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding the foregoing, in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of noncompliance with Section 409A or Section 457A of the Code.

22. Appendix. Notwithstanding any provisions in this Agreement, the grant of the Units shall be subject to any additional terms and conditions for the Participant's country set forth in the Appendix. Moreover, if the Participant relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

23. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Agreement on the respective date below indicated.

**ARCADIUM LITHIUM PLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARTICIPANT**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX TO**  
**NON-EMPLOYEE DIRECTOR**  
**GLOBAL RESTRICTED SHARE UNIT AWARD AGREEMENT**  
**UNDER THE ARCADIUM LITHIUM PLC OMNIBUS INCENTIVE PLAN**  
**ANNUAL EQUITY GRANT**

Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or in the Global Non-Employee Director Global Restricted Share Unit Award Agreement.

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Units granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below. If the Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Participant is currently residing and/or working, or if the Participant relocates to another country after the grant of the Units, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant.

***Notifications***

This Appendix may also include information regarding securities laws, exchange controls, and certain other issues of which Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective countries as of December 2023. Such laws are often complex and change frequently. As a result, the Participant should not rely on the information in this Appendix as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time the Units vest or the Participant sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to Participant's situation.

Finally, if the Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Participant is currently residing and/or working, or if the Participant relocates to another country after the grant of the Units, the notifications contained herein may not be applicable to the Participant in the same manner.

## ALL COUNTRIES

### ***Terms and Conditions***

**Nature of Award.** In accepting the Units, the Participant acknowledges and agrees that:

1. The Participant is voluntarily participating in the Plan.
2. The Units and any Shares acquired under the Plan, and the income from and value of same, are an extraordinary item that do not constitute compensation of any kind for service of any kind rendered to the Company or any Affiliate or Subsidiary, and which are outside the scope of the Participant's Service agreement, if any.
3. The Units and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service options, pension, holiday pay, retirement benefits, or similar payments.
4. Unless otherwise agreed with the Company in writing, the Units and the Shares subject to the Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of an Affiliate or Subsidiary;
5. The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty.
6. No claim or entitlement to compensation or damages arises from termination of the Units or diminution in value of the Shares subject to the Units and the Participant irrevocably releases the Company and any Affiliates or Subsidiaries from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by signing this Agreement, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such a claim.
7. No claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from the Participant's Separation from Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is providing Service or the terms of the Participant's Service agreement, if any).
8. Neither Company nor its Affiliates and Subsidiaries shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Units, the calculation of any applicable Tax-Related Items, or of any amounts due to the Participant pursuant to the vesting of the Units or the subsequent sale of the Shares acquired pursuant to the Units.

Language. The Participant acknowledges that they are proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms and conditions of this Agreement. If the Participant has received this Agreement or any other document related to the Units translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, subject to applicable law.

Foreign Asset/Account, Exchange Control and Tax Reporting. There may be certain exchange control, tax, and/or foreign asset/account reporting requirements which may affect the Participant's ability to acquire or hold Shares or cash received from participating in the Plan (including the proceeds from the sale of Shares and the receipt of any dividends paid on Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or related transactions to the tax or other authorities in the Participant's country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to the Participant's country within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to comply with such regulations, and the Participant should speak to a personal advisor on this matter.

Insider Trading/Market Abuse Laws. The Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the Participant's country, which may affect the Participant's ability to accept, acquire, sell, or otherwise dispose of Shares, rights to Shares (e.g., the Units) or rights linked to the value of Shares under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party, and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company nor any Affiliate or Subsidiary will be responsible for such restrictions or liable for the failure on the Participant's part to know and abide by such restrictions. The Participant should consult with their own personal legal advisers to ensure compliance with local laws.

## ARGENTINA

### *Notifications*

Securities Law Information. The Participant understands that neither the Units nor the Shares are publicly offered or listed on any stock exchange in Argentina. Therefore, the offer of the Units does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

Exchange Control Information. If the Participant transfers proceeds from the sale of Shares and any cash dividends into Argentina, the Participant may be subject to certain restrictions,

including mandatory deposits. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer sale proceeds into Argentina (e.g., evidence of the sale, proof of the source of the funds used to purchase the Shares, etc.). The Participant is solely responsible for complying with the exchange control rules that may apply to the Participant in connection with his or her participation in the Plan and/or transfer of proceeds from the sale of Shares or receipt of dividends acquired under the Plan into Argentina. *The Participant should consult with their personal advisor to ensure compliance with applicable reporting requirements.*

Foreign Asset/Account Reporting Information. Argentine residents must report any Shares acquired under the Plan and held as of December 31 of each year on their annual tax return for that year.

## AUSTRALIA

### ***Terms and Conditions***

Tax Information. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Units granted under the Plan, such that the Units are intended to be subject to deferred taxation.

### ***Notifications***

Securities Law Information. The offer of the Units is being made under Division 1A, Part 7.12 of the Corporations Act (Cth). If the Participant offers Shares for sale to a person or entity resident in Australia, the Participant's offer may be subject to disclosure requirements under Australian law. *The Participant should consult his or her personal legal advisor to ensure compliance with the applicable requirements.*

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of Participant. If there is no Australian bank involved in the transfer, Participant will be required to file the report. *The Participant should consult with their personal advisor to ensure compliance with applicable reporting requirements.*

## CANADA

### ***Terms and Conditions***

Termination of Service. The following provision replaces Section 2(d) of the Agreement:

For purposes of the Units, the Participant's Termination of Service will be considered to occur as of the earliest of: (i) the date that the Participant's Service relationship with the Company or any of its Affiliates or Subsidiaries is terminated, or (ii) the date that the Participant receives notice of Termination of Service, regardless of any notice period or period of pay in lieu of such notice required under applicable employment law in the jurisdiction where the Participant is providing Service or the terms of the Participant's

Service agreement, if any. The Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which the Participant's right to vest (if any) terminates, nor will Participant be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Units under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if any applicable vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

**Tax Treatment and Withholding.** The following provision replaces Section 8(c) of the Agreement:

Prior to any relevant taxable or tax withholding event, as applicable, and as a condition to the Company's obligation to issue Shares upon vesting of the Units hereunder, the Participant agrees to pay to the Company such amount as may be required to satisfy all applicable Tax-Related Items arising in connection with the Units (or otherwise make arrangements acceptable to the Company for the satisfaction any applicable withholding obligations with respect to all Tax-Related Items). In this regard, the Participant shall have the right to choose a method of withholding from one or a combination of the methods authorized by the Company, in the absence of any such election, authorizes the Company and/or the Service Recipient, at their discretion, to satisfy any applicable withholding obligations with respect to all Tax-Related Items through the Company's default method at such time.

**The following terms and conditions apply to Service Providers resident in Quebec:**

**French Language Documents.** A French translation of this Agreement and certain other documents related to the Units will be made available to the Participant as soon as reasonably practicable. The Participant understands that, from time to time, additional information related to the Units may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in this Agreement, and unless the Participant indicates otherwise, the French translation of this Agreement and certain other documents will govern the Participant's participation in the Plan.

***Notifications***

**Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of Shares acquired under the Plan takes place outside of Canada, including, if applicable, through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange.

Foreign Asset/Account Reporting Information. Canadian residents are required to report any foreign property (e.g., Shares acquired under the Plan and possibly unvested Units) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds a certain legally designated amount at any time in the year. Thus, the Units must be reported – generally at a nil cost – if the legally designated cost threshold is exceeded because of other foreign specified property the Participant holds. When Shares are acquired, their cost generally is the adjusted cost base (“ACB”) of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares. *It is the Participant’s responsibility to comply with these reporting obligations, and the Participant shall consult with their personal tax advisor in this regard.*

Non-Qualified Securities. All of the securities to be sold or issued under this Agreement are designated by the Company as non-qualified securities under subsection 110(1.4) of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.).

## UNITED KINGDOM

### ***Terms and Conditions***

Tax Treatment and Withholding. The following provisions supplement Section 8 of the Agreement:

Without limitation to Section 8, the Participant hereby agrees that they are liable for all Tax-Related Items and hereby covenants to pay all such Tax- Related Items, as and when requested by the Company or the Service Recipient, as applicable, or by HM Revenue & Customs (“HMRC”) (or any other relevant authority). The Participant also hereby agrees to indemnify and keep indemnified the Company and the Service Recipient, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on the Participant’s behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply if the indemnification is viewed as a loan. In this case, the amount of income tax not collected within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and National Insurance contributions (“NICs”) may be payable. Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company and/or the Service Recipient for the value of any employee NICs due on this additional benefit, which may be recovered from Participant by the Company or the Service Recipient by any of the means referred to in Section 8 the Agreement.

### ***Notifications***

Non-Qualified Grants. The Units are not intended to be tax-qualified or tax-preferred under current tax rules and regulations in the United Kingdom.

Securities Law Information. Neither the Agreement nor the Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (the “**FSMA**”) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Units are exclusively available in the UK to bona fide service providers and any other UK member of the Company or its Affiliates or Subsidiaries.



**CHIEF EXECUTIVE OFFICER CERTIFICATION**

I, Paul W. Graves, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Arcadium Lithium plc;
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 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 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: May 10, 2024

/s/ Paul W. Graves

Paul W. Graves

President and Chief Executive Officer

**CHIEF FINANCIAL OFFICER CERTIFICATION**

I, Gilberto Antoniazzi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Arcadium Lithium plc;
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 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 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: May 10, 2024

*/s/* Gilberto Antoniazzi

Gilberto Antoniazzi  
Vice President and Chief Financial Officer

**CEO CERTIFICATION OF QUARTERLY REPORT**

I, Paul W. Graves, President and Chief Executive Officer of Arcadium Lithium plc ("the Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, based on my knowledge that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 10, 2024

/s/ Paul W. Graves

Paul W. Graves  
President and Chief Executive Officer

**CFO CERTIFICATION OF QUARTERLY REPORT**

I, Gilberto Antoniazzi, Vice President and Chief Financial Officer of Arcadium Lithium plc ("the Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, based on my knowledge that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 10, 2024

*/s/* Gilberto Antoniazzi

Gilberto Antoniazzi  
Vice President and Chief Financial Officer