FORM 10

NOTICE OF PROPOSED SIGNIFICANT TRANSACTION
(not involving an issuance or potential issuance of a listed security)[1]

Name of Listed Issuer: Apex Critical Metals Corp. (the "Issuer")

Trading Symbol: APXC

Issued and Outstanding Securities of the Issuer Prior to Transaction: 96,455,541

Date of News Release Fully Disclosing the Transaction: August 20, 2026

1. Transaction

1. Provide details of the transaction including the date, description and location of assets, if applicable, parties to and type of agreement (e.g. sale, option, license, contract for Investor Relations Activities, etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

   On August 17, 2026, the Issuer entered into a consulting services agreement (the "**Consulting Services Agreement**") with Rumbles Strip Media Inc., a British Columbia company ("**Rumble**"), pursuant to which the Issuer engaged Rumble to provide certain social media, marketing and consulting services to the Issuer to enhance investor awareness for a six-month term and consideration of $1,000,000 payable by the Issuer to Rumble as invoiced by Rumble. The services to be provided by Rumble may include investor relations activities within the meaning of applicable securities laws and the policies of the Canadian Securities Exchange.

   Rumble is located at Unit 893, 250-997 Seymour Street, Vancouver, BC. Rumble is not a Related Person of the Issuer, and neither Rumble nor any of the directors or officers of Rumble, own any securities of the Issuer.

   The Issuer entered into a consulting agreement (the "**Consulting Agreement**") with Zimtu dated August 18, 2026, whereby Zimtu will provide a cooperative marketing program for the Issuer which will include investor presentations, Zimtu's weekly newsletter, investor lead generation, social media, rockstone research, influencer marketing and video news releases. The initial term of the Consulting Agreement is for 12 months. In accordance with the terms of the Consulting Agreement the Issuer has agreed to pay Zimtu a monthly fee of $15,000 plus GST. In addition to the monthly fee, the Issuer shall pay Zimtu any out of pocket costs related to any additional services not covered under terms of the Consulting Agreement.

   Zimtu is located at 400 – 570 Granville St, Vancouver, BC. Zimtu is not a Related Person of the Issuer and owns 7,947,216 Common shares of the Issuer, representing 8.24% of the issued and outstanding.

2. Provide the following information in relation to the total consideration for the transaction (including details of all cash, non-convertible debt securities or other consideration) and any required work commitments:

   (a) Total aggregate consideration in Canadian dollars: $1,180,000

[1] If the transaction involved the issuance of securities, other than debt securities that are not convertible into listed securities, use Form 9.

(b) Cash: $1,180,000

(c) Other: None

(d) Work commitments: None

3. State how the purchase or sale price and the terms of any agreement were determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation, etc.).

   The terms of the Consulting Services Agreement and the Consulting Agreement were negotiated at arm's length between the Issuer and Rumble and the Issuer and Zimtu.

4. Provide details of any appraisal or valuation of the subject of the transaction known to management of the Issuer:

   None

5. If the transaction is an acquisition, details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired:

   N/A

6. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the transaction (including warrants, options, etc.): None

   (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the transaction (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): N/A

   (b) Cash: N/A

   (c) Other: N/A

7. State whether the vendor, sales agent, broker or other person receiving compensation in connection with the transaction is a Related Person or has any other relationship with the Issuer and provide details of the relationship.

   N/A

8. If applicable, indicate whether the transaction is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months.

   N/A

2. Development

Provide details of the development. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: N/A

Certificate of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.

2. To the knowledge of the Issuer, at the time an agreement in principle was reached, no party to the transaction had knowledge of any undisclosed material information relating to the Issuer, other than in relation to the transaction.

3. As of the date hereof there is no material information concerning the Issuer which has not been publicly disclosed.

4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).

5. All of the information in this Form 10 is true.

Dated: August 20, 2026

Sean Charland
Name of Director or Senior Officer

"Sean Charland"
Signature

CEO
Official Capacity