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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of August 2025

Commission File Number: 001-42423

BRAZIL POTASH CORP.

(Translation of registrant's name into English)

**198 Davenport Road
Toronto, Ontario, Canada, M5R 1J2
Tel: +1 (416) 309-2963
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

☒ Form 20-F ☐ Form 40-F

INFORMATION CONTAINED IN THIS FORM 6-K REPORT

On August 20, 2025, Potássio do Brasil Ltda. (“PDB”), a subsidiary of Brazil Potash Corp. (the “Company”), entered into a definitive take-or-pay offtake agreement (the “Agreement”) with Keytrade Fertilizantes Brasil Ltda. (“Keytrade”).

Under the Agreement, Keytrade agreed to purchase between 30% and 37% of PDB’s annual potassium chloride (MOP 95) production from the Company’s Autazes Project, subject to a cap of approximately 814,000 tonnes per year. The Agreement has a term of ten years beginning with the commencement of commercial operations and is structured to provide long-term revenue visibility in support of the Company’s project financing strategy.

Keytrade’s purchase obligations will begin upon commencement of production and increase proportionally during the ramp-up period until full production capacity is achieved. Deliveries will be made on a DAP basis to Keytrade-designated warehouses in Brazil, with product quality specifications defined in the Agreement.

The pricing mechanism is formula-based and references prevailing market prices, with adjustments for logistics and payment terms. In addition, the Agreement includes a marketing fee and profit-sharing arrangement intended to align the commercial interests of both parties.

Payment is generally required in advance of delivery, though the Agreement permits sales on term subject to credit approval or provision of a standby letter of credit. The Agreement also allows PDB to assign receivables arising under the Agreement to financial institutions for project financing purposes.

The Agreement provides for customary indemnification and penalty provisions, including for shortfalls against the annual mandatory volume outside permitted tolerance levels, as well as suspension and termination rights in the event of extended force majeure.

Brazil Potash Corp. and Keytrade AG have executed certain supporting undertakings in connection with the Agreement; however, they are not parties to the operational or take-or-pay obligations.

The foregoing is only a brief description of the material terms of the Agreement and does not purport to be a complete statement of the rights and obligations of the parties under the Agreement and the transactions contemplated thereby, and is qualified in its entirety by the full text of the Agreement, a copy of which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

On August 20, 2025, the Company issued a press release announcing the Agreement, a copy of which is attached to this Form 6-K as Exhibit 99.1.

The information and exhibits set forth in this Form 6-K shall be deemed to be incorporated by reference into the Company’s Registration Statements on Form F-1 (File No. 333-287711) and Form S-8 (File No. 333-286827 and File No. 333-288029) (including any prospectuses forming a part of such registration statements) and to be a part thereof from the date on which this Form 6-K is furnished, to the extent not superseded by documents or reports subsequently filed or furnished.

Cautionary Note Regarding Forward-Looking Statements

This Form 6-K contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as “will,” “expects,” “believes,” “designed to,” “anticipates,” “future,” “intends,” “plans,” “potential,” “estimates,” “confident,” and similar terms, or the negatives of these terms. These statements include, without limitation, statements regarding the Company’s offtake arrangements, project development plans, construction and commissioning timelines, commencement of production and ramp-up to capacity, logistics and delivery plans, pricing and reconciliation mechanics (including any marketing fee or profit-sharing features), financing strategy (including assignment of receivables or other credit support), and the expected benefits, outcomes, or timelines related to any of the foregoing.

Forward-looking statements are based on the Company’s current expectations and assumptions and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied. Important factors include, among others: the Company’s ability to obtain required project financing on acceptable terms and timing; receipt and maintenance of permits, approvals and authorizations; successful engineering, construction, commissioning and ramp-up of the Autazes project; performance by contract counterparties under offtake and related arrangements (including any credit support obligations); logistics risks (including barging, warehousing, transport capacity and river or weather conditions); compliance with product quality/specification requirements and related testing/claims processes; commodity price volatility and benchmark/basis risk; inflation, input cost pressures and foreign exchange rates; changes in laws and regulations (including anti-corruption and trade rules) and the legal/regulatory environment in relevant jurisdictions; force majeure events; availability and cost of labor, equipment and services; litigation or disputes; and other risks described in the Company’s filings with the U.S. Securities and Exchange Commission, including the “Risk Factors” section in the Company’s Annual Report on Form 20-F for the year ended December 31, 2024, filed on March 28, 2025, and Amendment No. 1 to the Form 20-F, filed on April 9, 2025, as well as the Company’s subsequent filings.

You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date of this report. Except as required by law, Brazil Potash Corp. undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

EXHIBIT INDEX

Exhibit No.	Description
10.1	Take or Pay Contract between Potássio do Brasil Ltda. Keytrade Fertilizantes Brasil Ltda., dated August 20, 2025*
99.1	Press Release dated August 20, 2025

* Certain portions of this exhibit have been redacted as they are both not material and are of the type of information that the registrant treats as private or confidential. The omissions have been indicated by “[***]”. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the SEC upon its 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.

BRAZIL POTASH CORP.

Date: August 26, 2025

By: /s/ Matthew Simpson

Name: Matthew Simpson

Title: Chief Executive Officer



CERTAIN INFORMATION (INDICATED BY “[***]”) HAS BEEN EXCLUDED FROM THIS AGREEMENT BECAUSE (I) SUCH INFORMATION IS NOT MATERIAL AND (II) THE REGISTRANT CUSTOMARILY AND ACTUALLY TREATS THAT INFORMATION AS PRIVATE OR CONFIDENTIAL.

CONTRACT
“TAKE OR PAY”

By this instrument, the Parties:

POTÁSSIO DO BRASIL LTDA, limited liability company registered in the National Register of Legal Entities of the Ministry of Economy – CNPJ/ME under No. 10.971.768/0001-66, headquartered in the city of Manaus, State of Amazonas, at Rua Rio Içá, No. 310, 1st floor, room 105, neighborhood Nossa Senhora das Graças, Zip Code 69.053-100, hereby represented in the form of its Articles of Incorporation (“**PDB**”), and

KEYTRADE FERTILIZANTES BRASIL LTDA, a limited liability company registered in the National Register of Legal Entities of the Ministry of Economy - CNPJ/ME under number 35.555.641/0001-97, a company headquartered in the city of São Paulo, Rua Casa do Ator 1.117, Sala 153, Vila Olimpia, Zip Code 04.546-004, hereby represented in the form of its Articles of Incorporation (“**KEYTRADE**”).

BRAZIL POTASH CORP., a company duly organized and existing under the laws of Canada, with registered address at 198 Davenport Road, Toronto, Ontario, M5R 1J2, Canada (“**GRO**”); and **KEYTRADE AG**, a company duly organized and existing under the laws of Switzerland, with registered address at Zürcherstrasse 68, 8800 Thalwil, Switzerland (“**Keytrade AG**”).

Each of **GRO** and **Keytrade AG** joins this instrument exclusively to provide support as contemplated in Clause 5.3 and/or under separate guarantee instruments, and does not assume, and is not responsible for, any take-or-pay, supply, delivery or other operational obligations set forth herein. For the avoidance of doubt, references to “**PARTIES**” or “**PARTY**” in this Agreement refer only to **PDB** and **KEYTRADE**, unless expressly stated otherwise.

PdB and **KEYTRADE** when jointly designated, hereinafter “**PARTIES**” and, when individually and indistinctly designated, hereinafter “**PARTY**”.

WHEREAS:

- I. **PDB** is developing a Potassium mine in the municipality of Autazes, AM (**PROJECT**) with a mineral reserve with production capacity presented in its PAE—Economic Use Plan of up to 2,200,000 annual tonnes of Potassium Chloride—MOP 95 (**PRODUCT**);
- II. **PDB**’s commercial strategy includes contracting, from now on, commitments to commercialize the **PRODUCT** in the TAKE OR PAY (**TOP**) modality between **PDB** and companies that consume / commercialize the said **PRODUCT** in the national market, considering the Annual Commercialization Policy of **PDB** to be presented to the Company **KEYTRADE** at the beginning of the “Initial Confirmation” of the Project, CLAUSE FOUR—item 4.1.
- III. **KEYTRADE** through its various offices around the globe, is involved in the trading, distribution and logistics of all three nutrient fertilizers: Nitrogen, Phosphate and Potash since 1997. In Brazil, it trades and distributes fertilizers to all the blending community from north to south of the country, and is interested in committing itself to acquiring the **PRODUCT** in the **TOP** modality, provided that certain conditions negotiated by mutual agreement and in good faith between the **PARTIES**; and
- IV. The **PARTIES** wish to regulate the obligations of acquisition, in the condition of **TOP**, by Company **KEYTRADE** and the obligation of sale, by **PDB**, of the equivalent of up to 37% (thirty seven percent) of the total produced annually by **PDB**, up to the limit of 814,000 (eight hundred and fourteen thousand) metric tonnes of **PRODUCT** per year, upon the execution of this commercial commitment. In this agreement, the term “per year” refers to full periods of twelve (12) months from January to December.



MANAUS

R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

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R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

The present Commercial Product Acquisition Commitment (“**COMMITMENT**”) is fair and agreed upon, which will be governed by the clauses and conditions set forth below, as follows:

1. **CLAUSE ONE – RECIPROCAL OBLIGATION OF PURCHASE AND SALE (“TAKE OR PAY”)**

- 1.1. Subject to compliance with the conditions established in this **COMMITMENT**, in particular (but not limited to) those provided for in items 3.1 and 4.1 below, **KEYTRADE** undertakes to purchase from **PDB**, and **PDB** undertakes to sell to **KEYTRADE** the amount corresponding to 30 to 37% of **PDB**’s Potash Production, limited to 814,000 (eight hundred and fourteen thousand) tonnes per year of **PRODUCT**, in the manner and frequency provided for in clause 1.1.3. **PDB** shall notify **KEYTRADE** in writing of the firm percentage amount no later than the earlier of (i) one (1) year from this Agreement’s execution date and (ii) the date on which Brazil Potash’s board of directors approves the Final Investment Decision to commence construction, and in any event prior to the commencement of construction. The acquisition will begin to occur when the Potash Production of **PDB** (“**RAMP UP**”) begins, always in the proportionality of 30% to 37%. By way of clarification, when production is “full”, which will take place after the conclusion of the **RAMP UP**, the estimated volume to be purchased will reach a maximum volume of up to 814,000 tonnes (eight hundred and fourteen thousand tons/year).
- 1.1.1. As **RAMP UP** is understood as the stage from the beginning of Production to “full” Production, which is the moment when **PDB** has the condition of full production of the **PRODUCT**, the beginning of **RAMP UP** must be informed in writing by **PDB** to **KEYTRADE**, under the terms of Clause Four and may not exceed a period of up to 6 (six) years from the present date.
- 1.1.2. Therefore, and in compliance with the terms of item 4.1., during the **RAMP UP**, **KEYTRADE** undertakes to acquire, as established in item 1.1.3 below, 30% to 37% of the Annual Potash Production limited to the amount of 814,000 (eight hundred and fourteen thousand) metric tonnes per year, and **PDB** undertakes to sell this same 30% to 37% of the Annual Potash Production.
- 1.1.3. The **PARTIES** shall jointly define the Monthly **PRODUCT** Withdrawal Program by November 30th of the year preceding the year of withdrawal. The official monthly **PRODUCT** withdrawal amount will be confirmed with monthly order by the 25th day of each month prior to the month of withdrawal.
- 1.2. The **PARTIES** acknowledge and agree that this **COMMITMENT** constitutes a usual obligation in the market, called “take or pay obligation”, whereby, once the conditions established in this **COMMITMENT** are fulfilled and compliance is maintained in each of the periods referred to in items 1.1 and 1.1.1 above, and 4.1 below, then: (a) **KEYTRADE**’s obligation to purchase the quantities of **PRODUCT** as per the Monthly Withdrawal Program above shall be immediately owed to **PDB** in respect of the corresponding month; and (b) the obligation to sell and deliver, by **PDB** to **KEYTRADE**, the quantities of **PRODUCT** provided for above shall be immediately owed to **KEYTRADE** in the time, volumes, specifications, quality and form established above.
- 1.2.1. To ensure compliance with the provisions of item (b) of clause 1.2 above, **PDB** undertakes to always maintain a minimum stock of **PRODUCT** corresponding to 14 days of the Monthly Production provided for in 1.1.2 and **KEYTRADE** is allowed to periodically visit **PDB**’s production site to check the stock (“**GUARANTEED STOCK**”).
- 1.2.2. Notwithstanding the obligations of 1.2.1., if, for any reason, the **GUARANTEED STOCK** is less than the volume of 2 sets of barges, **PDB** undertakes to immediately notify **KEYTRADE**, in addition to committing to adopt, together with **KEYTRADE**, all necessary measures to ensure the delivery or other solution, case by case, including the search and/or purchase of such products in the market, in order to make the timely delivery of the products to **KEYTRADE**, under the terms and conditions agreed in this Agreement.



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- 1.3. Thus, observing these conditions, each year the **PRODUCT** volumes established in items 1.1.1 above will be considered as firm and mandatory volumes ("**MANDATORY VOLUME**") by both **PARTIES**, for the purposes of this **COMMITMENT**, where is allowed a deviation of up to 10% (ten percent) to consider that one of the **PARTIES** has not complied with the obligations to buy/sell the **PRODUCT**.
2. **CLAUSE TWO - CALCULATION OF VOLUMES AND AMOUNTS OWED DUE TO DEFAULT BY ONE OF THE PARTIES.**
- 2.1. For the purpose of defining the Monthly Withdrawal Programs established in clause 1.1.3. and verification of compliance with the obligations by both **PARTIES**, they undertake to produce, on dates agreed upon by the **PARTIES**: (i) monthly performance meetings; (ii) quarterly performance meetings; and (iii) annual closing meetings, including the assessment of performance and the application of any penalties due to non-fulfilled obligations to purchase and/or sell **PRODUCT**.
- 2.2. All meetings shall be based on the respective documents proving delivery/withdrawal and quality of the **PRODUCT** as provided for in Clause Three, and any discrepancies found by any of the **PARTIES** shall be pointed out and evaluated within fifteen (15) days of the meeting.
- 2.3. For the purpose of evaluating the Monthly Withdrawal Programs, the capacity to maintain the **GUARANTEED STOCK** (1.2.1) by **PDB** will also be considered.
- 2.4. Without prejudice to the other clauses and obligations established in this **COMMITMENT**, once the conditions set forth herein are observed, if well-known at the annual meeting that any of the **PARTIES** (Breaching Party) does not comply with the respective volumes committed for a given year, observed the margin of deviation mentioned in 1.3, then the innocent **PARTY** will be entitled to the receipt of a penalty in the amount corresponding to a percentage of average weighted price for the months in which the delivery or acquisition commitments resulted in this breach of the **PRODUCT** multiplied by the **MANDATORY VOLUME** quantities not sold and/or not delivered by **PDB** or not acquired by **KEYTRADE**, as the case may be, to be agreed between the **PARTIES**.
- 2.4.1. The penalties amounts that are uncontroversial, that is, in relation to which the **PARTIES** do not present any objection, will be paid by the debtor party within a period of up to fifteen (15) days from the respective meeting appointed in item 2.3, being this present **COMMITMENT** as an extrajudicial enforceable instrument, and the Innocent party may adopt all relevant judicial and extrajudicial measures to receive its credit.
- 2.4.2. On the other hand, any controversial amounts must be subject to negotiation between the **PARTIES**, in good faith, seeking to resolve the conflict within thirty (30) days from the date of the meeting mentioned above.
- 2.4.3. To the amounts to be paid by the defaulting party as a result of the fine for the take or pay obligation agreed herein must be added all taxes, fees, and contributions levied on the payment due so that the innocent party receives said net amounts of any taxes and discounts of any nature.
3. **CLAUSE THREE – PRODUCT SPECIFICATIONS AND DELIVERY CONDITIONS**
- 3.1. Product Specification: - The **PRODUCT** will have the characteristics, specification, and physical-chemical composition set out in "ANNEX I" to this **COMMITMENT**, thus presenting similar quality to top-of-the-line imported products widely used in the domestic market.
- 3.1.1. **PDB** undertakes to supply the **PRODUCT** under the conditions according to the chemical and granulometric composition (ANNEX I) and according to the terms of the records made at the Ministry of Agriculture, considering the tolerances provided for in the legislation.



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- 3.1.2. The **PRODUCT** specification will be certified in the **PDB** Production phase, at origin, by a technical report (“**REPORT**”) issued by a duly qualified technician responsible, verified in the **PDB** laboratories, which must be duly certified by Technical Standards and approved by the Brazilian authorities, running all costs on behalf of **PDB**. At each delivery, **PDB** must provide a sample of the **PRODUCT** so that **KEYTRADE** can make a counterproof of the characteristics of the **PRODUCT** delivered.
 - 3.1.2.1. If the counterproof carried out by **KEYTRADE** points out divergences in relation to the **REPORT** issued by **PDB**, the procedures described in 3.3.1 and the following must be observed.
- 3.1.3. Failure to comply with the characteristics, specifications and physicochemical and granulometric composition provided for in ANNEX I will be considered non-compliance with the **PDB**, for the purposes of this **COMMITMENT**.
- 3.2. Product Delivery: The **PRODUCT** will be delivered DAP **KEYTRADE** warehouse Miritituba, PA or DAP **KEYTRADE** warehouse Porto Velho RO, considering that **PDB** has already entered into an agreement for river transport to these two locations for 100% of its production. The detailed operational rules for the delivery of the **PRODUCT**, including weight, grade, time, and other necessary points, shall be defined in the operational procedure to be created in accordance with Clause 3.3.1. By mutual agreement between the **PARTIES**, the place of delivery and operational procedures may be adjusted as necessary.
 - 3.2.1. **KEYTRADE** undertakes to keep its registration in the **PDB** duly updated, as well as to maintain the guarantees eventually provided in favor of **PDB**, to be defined in common agreement with **KEYTRADE**, valid and in force during the term of the Agreement.
 - 3.2.2. Likewise, **PDB** undertakes to maintain the performance guarantees with **KEYTRADE**, as defined in mutual agreement between the **PARTIES**, valid and in force during the term of the Agreement.
 - 3.2.3. In the event of a reduction in the guarantees, the respective **PARTY** that provided them shall settle the guarantees provided upon request of the other **PARTY**. **KEYTRADE**, at its sole discretion and upon prior notice to **PDB**, may not purchase the **PRODUCT** if such guarantees are not current or are not in accordance with the terms of this Agreement. Likewise, **PDB** may refuse to make any sale or delivery of **PRODUCT** in the event that the guarantees provided by **KEYTRADE** are not in accordance with the terms of this Agreement.
- 3.3. The **PRODUCT** will be delivered and billed for the quantities determined or measured at **PDB** Installations or at Warehouses designated by **PDB**.
 - 3.3.1. **KEYTRADE** and **PDB** will create an operational procedure to define all rules regarding the delivery of the **PRODUCT** and to establish all rules for the measurement of weight, grade, time, and other necessary points one year prior to the date of commencement of commercial operations of the **PROJECT** and can be revised anytime by agreement between the **PARTIES**.
 - 3.3.2. If **KEYTRADE** finds any divergence in the **PRODUCT** removed by it, considering the specification mentioned above in items 3.1 and 3.1.2.1, such divergence must be the subject of a formal complaint to **PDB**, to be carried out by means of a written notification delivered to **PDB**, within a maximum period of fifteen (15) days, counted from the date of delivery of the **PRODUCT** to the destination of **KEYTRADE**.
 - 3.3.2.1. Upon verification of said divergence through inspection and sampling, the **PARTIES** will make the appropriate adjustments.
 - 3.3.2.2. If hiring independent inspectors is necessary to resolve any differences between the **PARTIES**, the **PARTY**, without reason, must pay the respective costs.
 - 3.3.2.3. The **PRODUCT** delivered by **PDB**, outside its specifications, which is not the subject of a claim within the said period, or which is effectively processed by the **KEYTRADE**, will not give rise to any claims, price reductions, or indemnities of any nature.



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3.3.2.4. **PDB** will not be responsible for using the **PRODUCT**, considering that the **PRODUCT** must be inspected and, if rejected, upon receipt by the Customer within a period of up to fifteen (15) days after receipt of the **PRODUCT**.

3.4. **PDB** hereby declares that, during the term of this Agreement, it will treat all its customers on a non-discriminatory basis in comparable circumstances, subject to the specific contractual and commercial terms agreed with each of them.

4. **CLAUSE FOUR - INITIAL CONFIRMATION**

4.1. **PDB** is obliged to confirm to **KEYTRADE** the date of commencement of commercial operations of the **PROJECT**.

4.1.1. Said **CONFIRMATION** must be provided in writing at least one (1) year before the scheduled date for the start of **PROJECT** activities and commercial operations. In the event that the **CONFIRMATION** is given after 72 (seventy-two) months have passed since the signing of this agreement, **KEYTRADE** may decline this Agreement without any imputation of penalties or any burden to the **PARTIES**.

4.1.2. In the event of such **CONFIRMATION**, the provisions of this Agreement shall be applied.

5. **CLAUSE FIVE – PRODUCT PRICE AND PAYMENT TERMS**

5.1. **Provisional Product Price:** The provisional price of the **PRODUCT** will be determined in accordance with Annex II of this Agreement.

5.2. All taxes (taxes, fees, fiscal and parafiscal contributions) and any fees arising, directly or indirectly, from this Agreement or its execution will be the sole responsibility of the party obliged to pay them, as defined by the tax legislation, not giving that **PARTY** the right to any reimbursement by the other **PARTY**, whatever the title.

5.2.1. In the event of a change in the tax burden that impacts the prices charged, the **PARTIES** may renegotiate the prices by means of an Amendment by mutual agreement.

5.3. **Pre-Payment Condition:** **KEYTRADE** will pay the Provisional Product Price for the **PRODUCT** in advance, creating a credit of **PRODUCT** withdrawal on the day of the order. If **KEYTRADE** has its credit approved by **PDB** in accordance with the Credit Policy to be provided by **PDB** or presents an irrevocable standby letter of credit (SBLC) issued by a bank ranked among S&P's Top 100 (or rated at least A-) and subject to ISP98 or URDG 758, with **Keytrade AG** as applicant (or backed by an irrevocable payment guarantee from **Keytrade AG**) and available at sight, **KEYTRADE** may have its billings in the term condition within the number of the days specified at the order; provided, however, that in all cases the Provisional Product Price must be paid prior to the commencement of barge loading, and **PDB** shall not commence barge loading absent prior receipt of such payment. The SBLC shall be maintained and, if drawn, replenished until full payment; failure to establish or maintain the SBLC entitles **PDB** to suspend loading and/or exercise remedies under Clause 7.

5.3.1. Term invoicing shall be subject to the due financial charges agreed upon between the **PARTIES** in writing.

5.3.2. The above conditions may be changed if economic conditions so determine, at which time the competent Amendment shall be entered into between the **PARTIES**.

5.4. **Final Product Price:** The final product price will be [***].



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- 5.5. Month End Revenue Reconciliation: At the end of each calendar month, **KEYTRADE** is to determine the Month End Revenue Reconciliation by taking the weighted average Final Product Price minus all expenses and costs associated with the tonnage of **PRODUCT** sold within the month calculated on a per-tonne basis (including, but not limited to warehousing costs, interest costs (purchase and sale), transportation costs, credit insurance charge, etc.), minus the corresponding weighted average Provisional Product Price for the tonnage of **PRODUCT** sold within the month, minus **KEYTRADE**'s Marketing Fee of \$[***], and then multiply the resultant by the total tonnage of **PRODUCT** sold within the month. If the Month End Revenue Reconciliation amount is positive, **KEYTRADE** is to pay this amount to **PDB**. If the Month End Revenue Reconciliation amount is negative, **PDB** is to pay this amount to **KEYTRADE**. Annex III contains an example of such a Month End Revenue Reconciliation.
- 5.6. **KEYTRADE** profit share: At the end of each calendar month, for every **PRODUCT** sale, **KEYTRADE** will calculate the Final Product Price minus all expenses and costs associated with the tonnage of **PRODUCT** sold within the month calculated on a per-tonne basis (including, but not limited to warehousing costs, interest costs (purchase and sale), transportation costs, credit insurance charge, etc.), minus **KEYTRADE**'s Marketing Fee of \$[***], minus [***] and then multiply the resultant by the quantity of **PRODUCT** sold. [***]
- 5.7. During the Term of this Agreement and for a period of sixty (60) days after every calendar month, **PDB** shall have the right, at its sole cost and expense, to audit **Keytrade**'s books, records, and accounts directly related to the Month End Revenue Reconciliation. Such audit shall be conducted to verify the accuracy of pricing, volumes, quality specifications, and compliance with the terms of this Agreement.
- 5.7.1. **PDB** shall provide **Keytrade** with at least ten (10) business days' prior written notice of its intent to conduct an audit. The audit shall be performed by an independent, reputable accounting firm selected by **PDB** and reasonably acceptable to **Keytrade**, acting reasonably, during regular business hours and in a manner that minimizes disruption to **Keytrade**'s operations.
- 5.7.2. The scope of the audit shall be limited to records pertaining to the Month End Revenue Reconciliation, Final Product Pricing, Provisional Product Pricing, costs and Marketing Fee under this Agreement, including but not limited to shipment records, invoices sent to buyers and bank records.
- 5.7.3. If the audit reveals discrepancies in excess of 5% of the applicable metrics, **Keytrade** shall reimburse **PDB** for the reasonable costs of the audit, and the parties shall promptly resolve any identified discrepancies in accordance with the terms of this Agreement.
- 5.7.4. All information obtained during the audit shall be treated as confidential and subject to the confidentiality provisions of this Agreement.
- 5.7.5. **PDB** may conduct such audits no more than twice per calendar year, unless material discrepancies are identified, in which case **PDB** may conduct additional audits to verify corrective actions.
6. **CLAUSE SIX – INCREASE OF VOLUMES**
- 6.1. **PDB** will evaluate the possibility of increasing the annual quantity of **PRODUCT** provided for in items 1.1 and 1.1.1 above, at its sole discretion, at the request of **KEYTRADE**, considering the other commercial commitments already assumed by **KEYTRADE** before the exercise of said option, effective for the corresponding period and **PDB** has **PRODUCT** availability.
- 6.2. If **PDB** agrees with the increase in volume, item 6.1 above, the additional quantities of **PRODUCT** will be automatically incorporated into the **FIRM VOLUMES** established in items 1.1 and 1.1.1 above, and **KEYTRADE** will be obliged to acquire, and **PDB** automatically obliged to sell, said additional quantities of **PRODUCT** for the same prices and under the same conditions established in this **COMMITMENT**, without prejudice to the other obligations assumed by the **PARTIES** under this instrument.



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6.2.1. Being certain that, upon verification of the default of any of the **PARTIES** in complying with these obligations, the same “take or pay” penalties, according to this **COMMITMENT**.

7. CLAUSE SEVEN—TERM AND TERMINATION

- 7.1. This **COMMITMENT** is signed by the **PARTIES** on an irrevocable and irreversible basis, being certain that the obligations established therein will be in force as of this date and will remain fully valid, in force, and payable for the period of ten (10) years, starting from the Production **RAMP UP** period, that may be extended by Amendment agreed between the **PARTIES**.
- 7.1.1. The **PARTIES** also establish that, due to its irrevocable and irreversible nature, this **COMMITMENT** cannot be terminated before its final term, except in the cases expressly provided for herein.
- 7.2. Motivated Termination: Even considering the irrevocable and irreversible nature of this **COMMITMENT**, it may be terminated by sending a prior notice fifteen (15) days only in the following cases:
- (a) by any of the **PARTIES** in the event of filing for bankruptcy, judicial or extrajudicial recovery, or insolvency of a **PARTY**;
 - (b) By **KEYTRADE**, pursuant to item 4.1.1., of Clause Four above;
 - (c) By any of the **PARTIES**, in the event of a breach of contract not regularized within the period provided for in this clause;
- 7.2.1. Due to the irrevocable and irreversible nature of this **COMMITMENT**, any other event of default other than those established in this clause shall not create the right for any of the **PARTIES** to terminate this instrument.
- 7.3. In any of the cases of termination, **KEYTRADE** undertakes to acquire, and **PDB** undertakes to supply the **PRODUCT** subject to the monthly orders already placed, confirmed and accepted by the **PARTIES** in the manner provided for in clause 1.1.3, and any future schedules will be automatically canceled, ceasing to produce any effect between the **PARTIES**.

8. CLAUSE EIGHT – INDEMNIFICATION

- 8.1. The **PARTIES** hereby acknowledge and accept that, in the event of a breach of any of the clauses of this Agreement, the breaching party shall be subject to repair and pay the direct damages suffered by the innocent party for said breach, provided that they are duly proven, without prejudice to the other sanctions and/or penalties provided for in this Agreement and in current law, of a civil and/or criminal nature. Neither **PARTY** shall be liable for any damages incurred by the other **PARTY** which are attributable to loss of profits or revenues (loss of profits) subject to the provisions of 8.1.1. below.
- 8.1.1. In addition to the provisions of 8.1: (i) if the breach is that **PDB** does not deliver, in whole or in part, the **PRODUCT** under the conditions and terms agreed in this Agreement to facilitate **KEYTRADE** can comply with its supplies, **PDB** shall bear all amounts spent by **KEYTRADE** for the acquisition of the **PRODUCT** in the market, to replace what was not delivered, as well as bear any amount, penalty or any other burden imputed to **KEYTRADE** due to such non-compliance or **PDB** will replace the **PRODUCT** from a third part to **KEYTRADE** as explained in operational procedure mentioned in item 3.3.1; and (ii) if the infraction is that **KEYTRADE** does not withdraw, in whole or in part, the products under the conditions and terms agreed in this Agreement so that **PDB** can support the Inventories of the volumes of **PRODUCT** not withdrawn, **KEYTRADE** shall bear all the amounts spent by **PDB** to equate the storage capacity exceeded due to non-compliance with this Agreement.



MANAUS
R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES
R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE
R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

8.1.2. In the event that **PDB**, for any reason whatsoever, cannot or can no longer supply the **Product**, **PDB** shall cause such third party (whether affiliated to **PDB** or not) who is or will become the supplier of the **Product** to assume **PDB**'s rights and responsibilities under this Agreement and **KEYTRADE**'s rights and responsibilities under the agreements **KEYTRADE** concluded with third parties to comply with the **COMMITMENT** under this Agreement (e.g. warehousing, stevedoring and similar agreements). If **PDB** fails to cause such third party to assume **PDB**'s rights and responsibilities under this Agreement and **KEYTRADE**'s rights and responsibilities under the agreements **KEYTRADE** concluded with third parties to comply with the **COMMITMENT** under this Agreement (e.g. warehouses, stevedoring and similar agreements), this Agreement shall automatically terminate as per the date on which **PDB** ceases to be able to market the **Product** and **PDB** shall compensate **KEYTRADE** as follows:

8.1.2.1. In case **PDB** desists, cancels, discontinues or simply abandons this project between the moment this Agreement is signed until 12 months prior to the start of the **RAMP-UP**, **PDB** will pay **KEYTRADE** all their expenses and investments pertaining to this **COMMITMENT** plus 13%, as long as **KEYTRADE** has presented in advance all expenses and investment plans pertaining to this **COMMITMENT** and **PDB** has approved them.

8.1.2.2. In any other case (e.g. if **PDB** sells the project to a third party (whether affiliated to **PDB** or not) and such third party does not want to maintain **KEYTRADE** as its commercial off taker),

8.1.2.2.1. **PDB** will pay **KEYTRADE** a lumpsum of USD [***]. The period for this to occur comprises from the moment this Agreement is signed until the completion of **RAMP UP**.

8.1.2.2.2. **PDB** will pay **KEYTRADE** a lumpsum of USD [***]. The period for this to occur comprises from completion of **RAMP UP** until 3 years later.

8.1.2.2.3. as from 3 years after completion of **RAMP UP**, there will be no compensations for **KEYTRADE**.

8.1.3 **Exclusively** in the circumstance described in **Clause 8.1.2.2**, where a third-party purchaser of the Project elects to maintain **KEYTRADE** as commercial off-taker under this Agreement and **KEYTRADE** elects **not to continue** under this Agreement **without cause attributable to PDB**, this Agreement shall automatically terminate as of the date on which **KEYTRADE** so elects and **KEYTRADE** shall pay to **PDB** USD [***] as liquidated damages.

8.1.4 For the avoidance of doubt, this Clause 8.1.3 shall not apply to, nor limit, **KEYTRADE**'s liability in connection with any failure to withdraw **PRODUCT**, cancellation for convenience or refusal to pick up cargos, which shall remain fully subject to the take-or-pay obligations and indemnification regime set forth in Clauses 1.2, 2 and 8.1.1(ii), with any disputed amounts to be determined by the competent court pursuant to Clause 11.2.

8.2 The compensation provided for in Clauses 8.1.2 and 8.1.3 of this Agreement shall be considered liquidated damages solely for the specific events expressly described therein. In all other cases, the general indemnification regime of Clause 8.1 (and its subitems) shall apply.

8.3 The penalties provided for in Clause Two of this Agreement are non-compensatory in nature so that their payment does not exempt the breaching party from indemnifying the innocent party under the terms of this Clause.

9 CLAUSE NINE – INTEGRITY AND ANTI-CORRUPTION LAWS

9.1 The **PARTIES** declare to be aware that the anti-corruption LAWS (Ordinary Law 12.846/2013 of the Federative Republic of Brazil, United Kingdom Bribery Act, with Canada's Corruption of Foreign Public Officials Act and with the United States Foreign Corrupt Practices Act—FCPA, among others), find it unlawful: (a) to offer, pay, promise or authorize the payment of any amount, gift or anything of value, including, but not limited to gifts, entertainment, benefits or any benefit, directly or indirectly, to agent public, or third parties related to it; (b) finance, fund, sponsor or in any way subsidize the practice of the aforementioned acts; (c) use an intermediary individual or legal entity to hide or disguise its real interests or the identity of the beneficiaries of the aforementioned acts; and (d) hinder the investigation or inspection activity of public bodies, entities or agents, or intervene in their performance, including within the scope of regulatory agencies and supervisory bodies of the national financial system.



MANAUS

R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES

R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE

R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

- 9.2 Without prejudice to the other clauses, conditions, obligations, and penalties established in this **COMMITMENT**, in the event of an effective violation of the anti-corruption LAWS, the infringing **PARTY** will be responsible for reimbursement of all possible losses and damages, direct and indirect (including – but not limited to, image damage) caused to the innocent **PARTY** and/or third parties.

10 **CLAUSE TEN – ASSIGNMENT OR TRANSFER**

- 10.1 **PDB** is hereby authorized by **KEYTRADE** to assign, transfer, pledge, or guarantee (“**ASSIGN**”), in whole or in part, the future rights to receive the **PRICE** to national or foreign financial institutions for the purpose of structuring necessary financial operations to the implementation of the **PROJECT**.

11 **CLAUSE ELEVEN – APPLICABLE LAW AND FORUM OF ELECTION**

- 11.1 This **COMMITMENT** will be governed by and interpreted in accordance with the laws of the Federative Republic of Brazil.
- 11.2 The **PARTIES**, by common and reciprocal agreement, elect the jurisdiction of the Judicial District of Manaus/Amazonas as the only competent one to know and resolve any doubts or disputes arising from the interpretation and execution of any of the clauses, conditions, rights and obligations established in this **COMMITMENT** and in any documents related thereto, with express waiver of any other.

12 **CLAUSE TWELVE – CONFIDENTIALITY AND PUBLICITY**

- 12.1 The **PARTIES** undertake to maintain confidentiality and not to disclose or make public the terms and conditions of this **COMMITMENT** and any related documents and covenants for a period of three (3) years after the termination of this **COMMITMENT**, for any reason, without the prior consent of the other **PARTY**, except for any information that (a) is or will become public domain without breaching the obligation of secrecy referred to in this clause; (b) it was already known to the **PARTY** receiving the information at the time of such disclosure by the other **PARTY**; or (c) has been lawfully received, by any of the **PARTIES**, from third parties who are not subject to any obligation of secrecy towards the other **PARTY**.

For clarity purposes, in any IPO events, share offerings, capital market operations, fundraising, and any other similar events where a **PARTY** intends to disclose any information of this **COMMITMENT** (including its existence) to any third party, including any government authorities, said **PARTY** shall not need to obtain the prior consent of the other **PARTY** in relation to such disclosure but shall submit the material and information to be disclosed to the other **PARTY** at least ten (10) days in advance at the date of disclosure.

- 12.2 Notwithstanding the provisions of this Clause 12, the **PARTIES** agree that they may not make announcements or disclosures aimed at the general public and third parties, including customers and/or suppliers, in relation to the operations that are the subject of this **COMMITMENT** (and the **COMMITMENT** itself), obliging themselves request the approval of the other **PARTY** of the content of the materials intended for disclosures dealt with herein.

13 **CLAUSE THIRTEEN – ACT OF GOD AND FORCE MAJEURE**

- 13.1 Without prejudice to the provisions of this agreement, the enforceability of this Agreement may be suspended in the event that a **PARTY** is prevented from fulfilling the obligations set forth herein, due to acts of God or force majeure, as provided for in article 393 of Law No. 10.406/2002 (Brazilian Civil Code). It is noted, however, that this suspension will last only for the period in which the effects of such events prevent the fulfillment of the aforementioned obligations.
- 13.2 In the event of the occurrence of events with the characteristics described above, the Party, unable to fulfill its obligations, shall notify the other **PARTY** in writing as soon as possible, but within a period not exceeding five (5) business days after said occurrence. In the absence of timely notice to that effect, the **PARTY** will lose the benefit of the temporary suspension of obligations set forth in this Agreement.



MANAUS
R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES
R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE
R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

- 13.3 If the situation of Force Majeure prevents **PDB** from producing **Product** and continues for more than sixty (60) consecutive days, all “take or pay” obligations and related penalties under this Agreement shall be suspended for the duration of the event; if that event persists uninterrupted for twelve (12) consecutive months, either Party may terminate this Agreement upon fifteen (15) days’ prior written notice to the other Party, without liability for termination penalties or further obligations.

14 **CLAUSE FOURTEEN – FINAL PROVISIONS**

- 14.1 **Notifications and Communications.** All notifications, communications, requests, and other notices provided from **PARTY** to **PARTY** under the terms of this **COMMITMENT** shall be made in writing and sent by email or by registered or registered letter to the following addresses:

If for **PDB**:

Rebeca Larrat

Address: 310 Rio Içá Street, Room 105, Nossa Senhora das Graças, ZIP Code 69053-100, Manaus, Amazonas, Brazil.

E-mail: rebeca.larrat@potassiodobrasil.com.br

If for **KEYTRADE**:

Mr. Anthony Francis Bruce Jezzi

Address: Rua Casa do Ator 1.117, Sala 153, Vila Olímpia, São Paulo, SP, 04546-004, Brazil

E-mail: Anthony.jezzi@keytrade.ch

- 14.2 **Full Commitment, Irrevocability, and Irreversibility.** This **COMMITMENT** constitutes the entire agreement between the **PARTIES** with regard to its purpose, replacing any and all prior agreements and understandings between the **PARTIES**, verbal or in writing. This **COMMITMENT** and the obligations established therein are contracted on an irrevocable and irreversible basis, thus not involving any type of regret, rescission, or cancellation, except for the cases of termination expressly established therein.
- 14.3 **Liberality.** If one of the **PARTIES** tolerates any infringement in relation to any provision of this **COMMITMENT** (and/or any other documents related thereto), or fails to demand compliance with any term or condition established herein, it does not mean that it has released the other **PARTY** of the obligations assumed and that the breached provision has not been considered as canceled, this mere act of liberality not constituting a novation of the clauses of this **COMMITMENT**, nor affecting its rights, which may be exercised at any time.
- 14.4 **Amendments.** Any amendment to this **COMMITMENT** will be valid only through a written instrument duly signed by the **PARTIES**, which will become an integral part of this **COMMITMENT** for all purposes and effects.
- 14.5 **Electronic Signatures.** The **PARTIES** expressly consent, authorize, accept, and recognize as valid any form of proof of authorship by the **PARTIES’** signatories to this instrument and witnesses through their respective digital signatures obtained through electronic certificates, even if they are electronic certificates not issued by the Infrastructure of Brazilian Public Keys ICP-Brasil pursuant to Article 10, §2 of Provisional Measure 2.200-2 of August 24, 2001 and, thus, recognize and admit, irrevocably and irreversibly, that said signatures are considered by them to be valid and true, being certain that such certificates will be sufficient for the veracity, authenticity, integrity, validity and effectiveness of this **COMMITMENT**.

And in witness whereof, the **PARTIES** sign this **COMMITMENT** together with two witnesses for all purposes and effects of law.



MANAUS

R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES

R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE

R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

POTÁSSIO DO BRASIL LTDA.

Name
Position

Witnesses:

Name:
CPF:
E-mail:

KEYTRADE FERTILIZANTES BRASIL LTDA.

Name
Position

Name:
CPF:
e-mail:



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R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES

R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE

R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

**ANEXO I (ANNEX I)
ESPECIFICAÇÕES DO PRODUTO (PRODUCT SPECIFICATION)****Product Reference Sheet**

Source: Autazes, Amazonas, Brazil
Product: Potassium Chloride, KCl, Potash, MOP

Guarantee Chemical Specification ⁽¹⁾

Component	Typical (%)	Min (%)	Max (%)
KCl	95.50	95.00	
NaCl	4.12		5.00
CaSO ₄	0.01		
K ₂ SO ₄	0.00		
MgSO ₄	0.05		
Na ₂ SO ₄	0.04		
MgCl ₂	0.00		
Insoluble	0.14		0.22
H ₂ O	0.20		0.50

Typical Particle Size Distribution ⁽¹⁾

Opening	Value	Range
6.0 mm	%	0 - 5
4.0 mm	%	20 - 40
2.8 mm	%	40 - 70
2.36 mm	%	65 - 85
2.0 mm	%	85 - 98
1.7 mm	%	95 - 100

Physical Properties

Bulk Density ⁽²⁾	Kg/m ³	1.04 - 1.20
Angle of Repose ⁽¹⁾	Degrees	32°
Size Guide Number (SGN) ⁽¹⁾		262
Color ⁽¹⁾		Pink

Notes:

1. Source: Bench Scale Test work
2. Source: Estimated

MANAUS – Rua Rio Içá, nº 310, Sala 105, Nossa Senhora das Graças, CEP: 69053-100 – Manaus/AM

AUTAZES – Rua Coronel Soares nº 595, Olinda, CEP 69.240-000 – Autazes/AM

BELO HORIZONTE – Av. Afonso Pena nº 3130, Sala 701, Funcionários, CEP: 30130-009 – Belo Horizonte/MG



MANAUS

R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES

R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE

R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

ANEXO II (ANNEX II)
PREÇO PROVISÓRIO DO PRODUTO (PROVISIONAL PRODUCT PRICE)

[***]



MANAUS

R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES

R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE

R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

ANEXO III (ANNEX III)
CÁLCULO DAS CLÁUSULAS 5.5 E 5.6 (CALCULATION OF CLAUSES 5.5 AND 5.6)

[***]



MANAUS

R. Rio Içá, nº 310
69053-100 | Manaus-AM Brasil

AUTAZES

R. Coronel Soares, nº 595
69240-000 | Autazes-AM Brasil

BELO HORIZONTE

R. Tomé de Souza, nº 860/1601
30140-131 | Belo Horizonte-MG Brasil
+55 31 3047-2657

August 20, 2025



Brazil Potash Executes Definitive Offtake Agreement With Keytrade Fertilizantes Brasil for ~900,000 Tons of Fertilizer

- *Agreement supports Brazil's National Fertilizer Plan by producing a critical mineral that builds on the strengths of the domestic agricultural supply chain for farmers*
- *Binding Take-or-Pay Agreement represents second major offtake commercial milestone following AMAGGI contracts now totaling ~1.5 million tons annually, representing ~60% of planned production capacity*

MANAUS, Brazil, Aug. 20, 2025 (GLOBE NEWSWIRE) — Brazil Potash Corp. (“Brazil Potash” or the “Company”) (NYSE-American: GRO), a mineral exploration and development company with a critical mineral potash agriculture project, the Autazes Project, today announced the execution of a definitive commercial offtake agreement between Potássio do Brasil Ltda., a wholly-owned subsidiary of the Company, and Keytrade Fertilizantes Brasil Ltda. (“Keytrade”), the Brazilian subsidiary of Keytrade AG, one of the world’s leading fertilizer trading companies.

The binding agreement (the “Agreement”) establishes a 10-year take-or-pay commitment for Keytrade to purchase up to ~900,000 tons of potash annually from the Autazes Potash Project. This finalizes the memorandum of understanding announced on January 16, 2025.

“This Agreement with Keytrade is a major milestone in Brazil Potash’s commercial development,” said Matt Simpson, CEO of Brazil Potash.

“Combined with our existing take-or-pay agreement with Amaggi Exportação E Importação Ltda., we now have binding commitments for ~1.45 million tons of our planned ~2.4 million tons of annual production. These long-term contracts provide the revenue certainty essential for securing project financing and advancing construction.”

“We are thrilled to announce a major contract with Brazil Potash to distribute up to 900,000 tons of potash to the Brazilian industry. This partnership marks a pivotal moment for Keytrade and reinforces our commitment to supporting sustainable agriculture in Brazil,” said Anthony Jezzi, CEO of Keytrade Fertilizantes Brasil. “For over 28 years, Keytrade has helped clients source fertilizers globally, offering tailored services to meet local market needs. We’re proud to now include Brazilian potash in our portfolio. This collaboration with Brazil Potash is a strategic step toward reducing Brazil’s reliance on imports and fostering economic growth in the Amazon region. Keytrade is privileged to have been chosen to take over this important task and look forward to a successful partnership that benefits both companies and strengthens Brazil’s agricultural future,” added Anthony.

Key Terms of the Agreement

- **Volume Commitment:** Keytrade will purchase 30% to 37% of Brazil Potash's annual potash production, up to a maximum of 900,000 tons per year, on a take-or-pay basis.
- **Contract Duration:** The Agreement has a term aligned with the Company's project financing requirements, ensuring long-term revenue visibility and stability.
- **Pricing Structure:** Keytrade receives a marketing fee and the Agreement includes a profit-sharing provision designed to align incentives for both parties reflecting Brazil Potash's strategic locational advantage and expected lower fines content.
- **Production Ramp-Up:** Keytrade's offtake obligations will commence upon the start of production and scale proportionally during the ramp-up period to full production capacity
- **Strategic Flexibility:** The Agreement permits Brazil Potash to assign future payment rights to financial institutions for project financing purposes.

Commercial Strategy Progress

With the Keytrade Agreement finalized, Brazil Potash has secured binding offtake agreements covering ~60% of planned production. The Company is also in advanced discussions with a prospective partner that would increase total volumes to ~91% of annual capacity. The remaining production is reserved for spot sales to support our farmers, accommodate maintenance outages and production variability.

This strategic Agreement follows and builds on our recently announced MOU for ~\$200M power line construction and \$20M investment with Fictor Energia for renewable power supply.

About Keytrade AG

Keytrade AG, founded in Switzerland in May 1997, was established by senior mineral fertilizer traders with decades of industry experience. Today, Keytrade AG is a leading global fertilizer company with employees in various offices worldwide, serving the needs of suppliers, distributors, retailers, and end-users in more than 115 countries across all fertilizer products including a large presence in Brazil. Beyond trading and marketing conventional fertilizer products, Keytrade is engaged in impact investing and, through its subsidiary WeGrow, distributes innovative and sustainable fertilizers and additives for technical agriculture applications.

About Brazil Potash

Brazil Potash (NYSE-American: GRO) (www.brazilpotash.com) is developing the Autazes Project to supply sustainable fertilizers to one of the world's largest agricultural exporters. Brazil is critical for global food security as the country has amongst the highest amounts of fresh water, arable land, and an ideal climate for year-round crop growth, but it is vulnerable as it imported over 95% of its potash fertilizer in 2021, despite having what is anticipated to be one of the world's largest undeveloped potash basins in its own backyard. The potash produced will be transported primarily using low-cost river barges on an inland river system in partnership with Amaggi (www.amaggi.com.br), one of Brazil's largest farmers and logistical operators of agricultural products. With an initial planned annual potash production of up to 2.4 million tons per year, Brazil Potash's management believes it could potentially supply approximately 20% of the current potash demand in Brazil. Management anticipates 100% of Brazil Potash's production will be sold domestically to reduce Brazil's reliance on potash imports while concurrently mitigating approximately 1.4 million tons per year of GHG emissions.

Cautionary Note Regarding Forward-Looking Statements

This document contains forward-looking statements as defined within Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the United States Private Securities Litigation Reform Act of 1995, which are statements that are not historical facts. All statements, other than statements of historical facts, included herein and public statements by our officers or representatives, that address activities, events or developments that our management expects or anticipates will or may occur in the future, are forward-looking statements, including but not limited to such things as future business strategy, plans and goals, competitive strengths and expansion and growth of our business. These forward-looking statements, along with terms such as “anticipate,” “expect,” “intend,” “may,” “will,” “should,” and other comparable terms, involve risks and uncertainties because they relate to events and depend on circumstances that will occur in the future, and include risks related to changes in our operations; uncertainties concerning estimates; industry-related risks; the commercial success of, and risks related to, our development activities; uncertainties and risks related to our reliance on contractors and consultants. Those statements include statements regarding the intent, belief, or current expectations of the Company and members of its management, as well as the assumptions on which such statements are based, and such forward-looking statements include, without limitation, statements regarding the definitive offtake agreement with Keytrade and its anticipated benefits, potential additional offtake agreements, project development timelines, construction advancement, production capacity, market demand projections, cost advantages, environmental benefits, and the status of the Company’s project, government regulation, and environmental regulation. Although we have attempted to identify important factors that could cause actual results to differ materially from those described in forward-looking statements, there may be other factors that cause results not to be as anticipated, estimated or intended. Although these forward-looking statements were based on assumptions that the Company believes are reasonable when made, you are cautioned that forward-looking statements are not guarantees of future performance and that actual results, performance or achievements may differ materially from those made in or suggested by the forward-looking statements contained in this news release. In addition, even if our results, performance, or achievements are consistent with the forward-looking statements contained in this news release, those results, performance or achievements may not be indicative of results, performance or achievements in subsequent periods.

Forward-looking statements are subject to risks and uncertainties, many of which are beyond the control of the Company, including those described in the “Risk Factors” section of the Company’s annual report on Form 20-F filed with the Securities and Exchange Commission and other filings. These risks include, but are not limited to, fluctuations in potash supply and demand, changes in competitive pressures, timing and amount of capital expenditures, changes in capital markets, currency and exchange rate fluctuations, unexpected geological or environmental conditions, changes in government legislation and regulations, political or economic developments in relevant jurisdictions, success in obtaining required licenses and permits, ability to secure project financing, and other operational risks.

Readers are cautioned not to place undue reliance on any of these forward-looking statements. These forward-looking statements speak only as of the date hereof. The Company expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Company’s expectations with respect thereto or any change in events, conditions, or circumstances on which any statement is based, unless required by law.

Contact:

Brazil Potash Investor Relations
Info@brazilpotash.com



Source: BRAZIL POTASH CORP