

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): April 19, 2018

AQUA METALS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-37515
(Commission File Number)

47-1169572
(I.R.S. Employer Identification Number)

**1010 Atlantic Avenue
Alameda, California 94501**
(Address of principal executive offices)

(510) 479-7635
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions.

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Item 8.01 Other Events.

On April 19, 2018, Dr. Stephen R. Clarke resigned as President and Chief Executive Officer and as a member of the Board of Directors (“Board”) of Aqua Metals, Inc. (“Company”). The Board has appointed Selwyn Mould, a co-founder and the Chief Operating Officer of the Company, to serve as President and Chief Executive Officer. Mr. Mould has accepted the President and Chief Executive Officer positions on an interim basis pending completion of the Board’s previously announced search for a permanent President and Chief Executive Officer. In addition to his new interim duties, Mr. Mould will also continue in his role as Chief Operating Officer. Dr. Clarke has agreed to serve as a consultant to the Company on an as-needed basis.

The Board has appointed Eric Prouty to the vacancy on the Board created by Dr. Clarke’s resignation. Mr. Prouty has been nominated by the Board for election to the Board at the Company’s upcoming annual meeting of stockholders (“2018 Annual Meeting”).

The Board also appointed Vincent DiVito, who has served as an independent member of the Board since May 2015, as non-executive Chairman of the Board.

Dr. Clarke’s resignation as an officer the Company is regarded as a termination without cause under his employment agreement with the Company. Pursuant to his employment agreement, Dr. Clarke is entitled to two years of severance at his current salary in consideration of his execution of a customary release and separation agreement. Dr. Clarke’s Separation Agreement and Release is filed herewith as Exhibit 99.1. On April 23, 2018, the Company issued a press release announcing the resignation of Dr. Clarke and the Board appointments referred to herein. A copy of the press release is filed with this report as Exhibit 99.2.

Mr. Mould is a co-founder of the Company and has served as its Chief Operating Officer since inception in June 2014 and a member of the Board since August 2017. From May 2013 to June 2014, Mr. Mould, along with Dr. Clarke and others, engaged in research and development that ultimately lead to their development of the Company’s AquaRefining™ process. From 2008 to May 2013, Mr. Mould served as Chief Operating Officer of Applied Intellectual Capital, Ltd. From 1999 to 2007, Mr. Mould served as head of supply chain for Group Lotus Plc, the sports car manufacturer and engineering consultant. Prior to that he was head of logistics for Pilkington Plc. In his earlier career, Mr. Mould was a production manager for Chloride Industrial Batteries Ltd. Mr. Mould holds an MA in natural sciences from the University of Cambridge with a major in chemistry.

Mr. DiVito has served as a member of the Board since May 2015. Since April 2010, Mr. DiVito has served as the owner and Chief Executive Officer of Vincent L. DiVito, Inc., a financial and management consulting firm. From January 2008 to April 2010, Mr. DiVito served as President of Lonza America, Inc., a global life sciences chemical business headquartered in Allendale, New Jersey, and also served as Chief Financial Officer and Treasurer of Lonza America, Inc. from September 2000 to April 2010. Lonza America, Inc. is part of Lonza Group, whose stock is traded on the Swiss Stock Exchange. From 1990 to September 2000, Mr. DiVito was employed by Algroup Wheaton, a global pharmaceutical and cosmetics packaging company, first as its director of business development and later as its Vice President and Chief Financial Officer. Mr. DiVito is a certified public accountant and certified management accountant and is a National Association of Corporate Directors Board Leadership Fellow. He served on the board of directors and chairman of the audit committee of Entertainment Gaming Asia Inc., a Nasdaq listed company gaming company, from October 2005 until its acquisition in July 2017, and also served as a member of the board of directors of Riviera Holdings Corporation, formerly an AMEX listed gaming and resort company, from July 2002 until the consummation of a change in control of the corporation in March 2011.

Mr. Prouty has, since January 2012, been an independent consultant providing business development and capital markets consulting services. Mr. Prouty has been a director of Hudson Technologies (NASDAQ: HDSN) since September 2014. From March 2006 through November 2011, Mr. Prouty served as an equity research analyst covering the sustainability sector for Canaccord Genuity, formerly known as Canaccord Adams, a global investment banking firm. Between February 2001 and March 2006 Mr. Prouty served as a sustainability focused equity research analyst for Adams Harkness. While at Adams Harkness, Mr. Prouty served on the firm's Board of Directors from 2004 until in early 2006 and also served as Director of Research from 2004 until 2007. Between March 2000 and February 2001, Mr. Prouty served as an equity research analyst for the investment banking firm of Robertson Stephens covering the sustainability sector. Prior to 2000, Mr. Prouty held positions in the research departments of a number of sell side and buy side firms. Mr. Prouty currently is a Trustee and Treasurer of the Hancock Shaker Village.

Important Additional Information and Where to Find It

This Current Report on Form 8-K may be deemed to contain solicitation material in respect of the solicitation of proxies from the Company's stockholders in connection with the Company's 2018 Annual Meeting. The Company has filed with the SEC, and mailed to the Company's stockholders, its definitive proxy statement and **GOLD** proxy card relating to the Annual Meeting, as well as the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on March 15, 2018 (the "Annual Report"). The definitive proxy statement contains important information about the Company, the Annual Meeting and related matters. Stockholders may obtain a free copy of the Company's definitive proxy statement and other documents that the Company files with the SEC on the SEC's website, at www.sec.gov. INVESTORS AND STOCKHOLDERS ARE URGED TO READ THE DEFINITIVE PROXY STATEMENT, THE ACCOMPANYING **GOLD** PROXY CARD AND ANY OTHER RELEVANT SOLICITATION MATERIALS BECAUSE THESE DOCUMENTS CONTAIN IMPORTANT INFORMATION.

Aqua Metals, its directors and certain of its executive officers may be deemed to be participants in the solicitation of proxies from the Company's stockholders in connection with the Annual Meeting. Information regarding the names of the Company's directors and executive officers and their respective interests in the Company are set forth in the Company's definitive proxy statement, the accompanying **GOLD** proxy card and other relevant solicitation materials filed by the Company. These documents, and any and all other documents filed by the Company with the SEC, may be obtained by investors and stockholders free of charge on the SEC's website at www.sec.gov. Copies will also be available at no charge on the Company's website at www.aquametals.com.

Item 9.01 Financial Statements and Exhibits.

Exhibit No. Description

<u>99.1</u>	<u>Separation Agreement and Release dated April 19, 2018 between the Registrant and Dr. Stephen R. Clarke</u>
<u>99.2</u>	<u>Press release dated April 23, 2018</u>

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 hereunto duly authorized.

AQUA METALS, INC.

Dated: April 24, 2018

/s/ Thomas Murphy

Thomas Murphy
Chief Financial Officer

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is made by and between Dr. Stephen Clarke (“Executive”) and Aqua Metals, Inc., a Delaware corporation (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Executive was employed by the Company in the capacity as President and Chief Executive Officer;

WHEREAS, the Parties hereto previously entered into an Executive Employment Agreement dated January 15, 2015, (the “Executive Employment Agreement”) and Amendment No. 1 to the Executive Employment Agreement dated August 8, 2016 (the “Amendment”);

WHEREAS, Executive agreed to be bound to a Confidential Information, Non-Disclosure, and Trade Secrets Agreement with the Company that was included as Exhibit B to the Executive Employment Agreement;

WHEREAS, the Company and Executive have entered into an Incentive Stock Option Agreement, dated January 8, 2016, granting Executive the option to purchase shares of the Company’s common stock subject to the terms and conditions of the Company’s 2014 Stock Incentive Plan and the Incentive Stock Option Agreement (collectively the “Stock Agreements”);

WHEREAS, the Company terminated Executive’s employment with the Company, without cause, as defined in the Executive Employment Agreement and the Amendment, effective April 19, 2018 (the “Termination Date”) and, in connection therewith, Executive has resigned from the Board of Directors, and as an officer and employee, of the Company and all subsidiaries of the Company; and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive’s employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

COVENANTS

1 . Consideration. Pursuant to Paragraph 4.5 of the Amendment, in consideration for the Executive’s execution of, non-revocation of, and compliance with this Agreement, including the Executive’s waiver and release of claims in Paragraph 5, the Employer agrees to provide the following benefits to which the Executive is not otherwise entitled,

a. Payment.

1. A severance payment equal to Eight Hundred Twenty Thousand Dollars and No Cents (\$820,000.00), less all relevant taxes and other withholdings, which amount represents two (2) times Executive's annual rate of compensation. The payment will be made in fifty-two (52) installments in accordance with the Company's regular payroll practices commencing with the first regularly scheduled pay date that occurs after the Effective Date.
2. The cost of two years' benefits including, without limitation, the cost of all insurance premiums and all other benefits in effect on the Termination Date for which the Executive was eligible, less all relevant taxes and other withholdings, for a total of Thirty-Nine Thousand Four Hundred Forty-Two Dollars (\$39,442). The payment will be made by payment of Executive's and his dependents' monthly COBRA premiums for the maximum coverage period under COBRA or, if earlier, such time as Executive notifies the Company that Executive and his dependents are no longer on COBRA, with a lump sum of any residual amount paid within ten (10) business days after the earlier of the end of the COBRA period or time when Executive and his dependents are no longer on COBRA.
3. Stock. The Parties agree that for purposes of determining the number of shares of the Company's common stock that Executive is entitled to purchase from the Company, all options granted to him under the Incentive Stock Option Agreement shall vest and become immediately exercisable. Executive acknowledges that as of the Termination Date, Executive will have vested in 24,679 options. The exercise of Executive's vested options and shares shall continue to be governed by the terms and conditions of the Company's Stock Agreements; provided, however, that as part of this Agreement, Executive will have the right to exercise his vested but unexercised option shares at any time within two (2) years after the Effective Date.

2. Benefits. Executive's and his dependents' health insurance benefits shall cease on the last day of April 2018, subject to Executive's right to continue his and his dependents' health insurance under COBRA. Executive's participation in all benefits and incidents of employment, including, but not limited to, the accrual of bonuses, vacation, and paid time off, ceased as of the Termination Date. As part of this Agreement, if Executive elects COBRA, the Company will pay for such benefits in accordance with Paragraph 1a.2. above.

3. Payment of Salary and Receipt of All Benefits. Executive acknowledges and represents that, other than the consideration set forth in this Agreement, the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, and commissions due to Executive. Executive agrees to submit any unreimbursed business expenses within one month of the Effective Date, and the Company agrees to reimburse such expenses in accordance with its policies and applicable law.

4 . Release of Claims. Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on his own behalf and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Company and all Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against the Company and any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

a. any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship;

b. any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Executive Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the California Family Rights Act; the California Labor Code; the California Workers' Compensation Act; and the California Fair Employment and Housing Act;

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement; and

h. any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released.

Executive further agrees, except to enforce the terms of the Agreement and subject to the rights enumerated in Paragraph 5, to waive any right to recover front pay, back pay, liquidated damages, punitive damages, compensatory damages, and attorneys' fees in any suit, complaint, charge, or other proceeding filed by Executive or anyone else on Executive's behalf with respect to the above-released claims.

5. Protected Rights. Notwithstanding the above, by signing this agreement, Executive does not release and discharge: (a) any vested right that the Executive may have under the terms of any Equity Plan or agreements, profit-sharing, retirement, or similar employee welfare benefit plan administered by the Company; (b) any claims that are not permitted to be waived or released under applicable law, including but not limited to, the right to file a charge with or participate in an investigation by the EEOC, claims for workers' compensation, and claims for unemployment compensation; (c) any claim for breach of this Agreement or to challenge its validity under the Age Discrimination in Employment Act ("ADEA"); (D) Any of Executive's rights of Indemnity (including, without limitation, his May 5, 2015 Indemnification Agreement); and (d) any claims arising after the date on which Executive signs this Agreement. Nor is this Agreement intended in any way to limit Executive's right or ability to: (a) bring a lawsuit against the Company to enforce the Company's obligations under this Agreement; (b) make any disclosure of information required by law; (c) report a possible violation of any federal law or regulation to any government agency or entity including but not limited to the EEOC, the National Labor Relations Board ("NLRB"), the Department of Justice ("DOJ"), the Securities and Exchange Commission ("SEC"), Congress, and any agency Inspector General, or making disclosures that are protected under the whistleblower provisions of any law; (d) initiate, provide information to, testify at, participate, or otherwise assist, in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, such as the EEOC and SEC, any self-regulatory organization, or The Company's legal, compliance, or human resources officers relating to an alleged violation of any federal, state, or municipal law; or (E) respond to any inquiry from such authority, including an inquiry about the existence of this agreement or its underlying facts. This agreement does *NOT* require the Executive to notify the Company of any such communications or inquiry described in this Section of the agreement.

6 . No Pending Claims or Assignments. Executive represents and warrants that there are no claims, charges, lawsuits, or any similar matters of any kind filed by him or on his behalf or for his benefit currently pending against the Company or the Releasees, or any of them, in any forum whatsoever, including, without limitation, in any state or federal court, or before any federal, state, or local administrative agency, board or governing body. Executive also represents and warrants that there has been no assignment or other transfer of any interest in any claim he may have against the Company or any Releasee.

7. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 (“ADEA”), and that this waiver and release is knowing and voluntary. Executive agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Executive acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that he has been advised by this writing that: (a) he should consult with an attorney prior to executing this Agreement; (b) he has twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following his execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that he has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. Executive acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company’s behalf that is received prior to the Effective Date. The parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

8 . California Civil Code Section 1542. Executive acknowledges that he has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Executive, being aware of said code section, agrees to expressly waive any rights he may have thereunder, as well as under any other statute or common law principles of similar effect.

9 . No Pending or Future Lawsuits. Executive agrees and covenants not to file any suit, charge, or complaint against the Company or any Releasees in any court or administrative agency, with regard to any claim, demand, liability or obligation released by this Agreement. Executive further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum that have been released by this Agreement.

10. Trade Secrets and Confidential Information/Company Property. Executive reaffirms and agrees to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information, and non-solicitation of Company employees. Executive's signature below constitutes his certification under penalty of perjury that he will make reasonable efforts to, within ten (10) business days after the Effective Date, return or destroy all documents and other items provided to Executive by the Company, developed or obtained by Executive in connection with his employment with the Company, or otherwise belonging to the Company.

11. No Cooperation. Executive agrees that he will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company or any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement. Executive agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against the Company or any of the Releasees, Executive shall state no more than that he cannot provide counsel or assistance. Notwithstanding the above, or anything in this Agreement, Executive does not make any agreements or representations with respect to his post-Effective Date rights as a shareholder.

12. Nondisparagement. Executive agrees that Executive will not in any way disparage the name or reputation of the Company, including: (1) Executive agrees not to make any derogatory or negative remarks about the Company; (2) Executive agrees not to make any negative or derogatory remarks about the Company or any Releasees; and (3) Executive agrees not to make any remarks about any disputes Executive has had with the Company or the Releasees. The Company agrees that the Company and its current and future executive officers and directors (its "Executive Officers and Directors"), will not in any way disparage the name or reputation of the Executive, including (1) the Company and its Executive Officers and Directors agree not to make any derogatory or negative remarks about Executive; and (2) the Company and its Executive Officers and Directors agree not to make any remarks about any disputes they have had with the Executive. Notwithstanding the above, or anything in this Agreement, Executive does not make any agreements or representations with respect to his post-Effective Date rights as a shareholder.

13. Breach. In addition to the rights provided in the "Attorneys' Fees" section below, Executive acknowledges and agrees that any material breach of this Agreement causing material economic damage, or having the reasonable potential to cause material economic damage, to the Company, unless such breach constitutes a legal action by Executive challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any material provision of the Confidentiality Agreement causing material economic damage, or having the reasonable potential to cause material economic damage, to the Company shall entitle the Company immediately to cease providing the consideration provided to Executive under this Agreement and to obtain damages, except as provided by law. (Conversely, absent such breach, the Company will not be entitled to cease providing the consideration provided to Executive under this Agreement.) Executive agrees to indemnify and hold harmless the Company from and against any and all loss, costs, damages, or expenses, including, without limitation, attorneys' fees or expenses incurred by the Company arising out of any material breach of this Agreement by Executive causing material economic damage, or having the reasonable potential to cause material economic damage, to the Company, or from any intentionally false representation made herein by Executive, or from any action or proceeding that may be commenced, prosecuted, or threatened by Executive or for Executive's benefit, upon Executive's initiative, direct or indirect, contrary to the provisions of this Agreement. Executive further agrees that in any such action or proceeding, this Agreement may be pled by the Company as a complete defense, or may be asserted by way of counterclaim or cross-claim. In addition to the above, the Company will provide ten (10) days' advance written notice specifying the alleged breach by Executive, and Executive will have the opportunity to cure such breach (if curable), before the Company will take the position that the Executive has breached this Agreement.

14. No Admission of Liability. Executive understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Executive. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Executive or to any third party.

15. Non-Solicitation. During Executive's employment with the Company, Executive came into contact and became familiar with the Company's employees, and learned about their knowledge, skills, abilities, salaries, commissions, benefits, and other matters with respect to such employees, all of which is not generally known to the public but has been developed or compiled by the Company at its great effort and expense. To that end, Executive Agrees that for a period of one (1) year following his Termination Date, Executive shall not, on his own behalf or on behalf of any other person, partnership, association, corporation, or other entity, solicit, encourage, or in any manner induce any employee of the Company to leave his or her employment with the Company for any reason.

16. Future Cooperation. The Parties agree that certain matters in which the Executive has been involved during the Executive's employment may need the Executive's cooperation with the Employer in the future including, but not limited to, any assignments of intellectual property, responsibilities and duties as the Chairman of the Board of Directors, and any and all other matters that require his cooperation. Accordingly, following the Termination Date, to the extent reasonably requested by the Company, the Executive shall cooperate with the Employer in connection with such matters arising out of the Executive's service to the Employer, provided that the Employer shall make reasonable efforts to minimize disruption of the Executive's other activities. During such time, Executive shall make himself reasonably available to the Company, via e-mail, telephone, or in-person at mutually acceptable times, to provide additional services and/or cooperate with the Company with respect to business issues and other matters (the "Post-Termination Services"). Executive will be compensated for the time he actually spends, if any, providing the requested Post-Termination Services, if any, at an hour rate of \$288 (pro-rated for partial hours) (the "Consulting Fees"). Executive shall submit weekly invoices to the Company for any Consulting Fees earned related to the Post-Termination Services, which invoice shall set forth the dates and hours that Executive actually provided Post-Termination Services at the request of an authorized officer of the Company and the total Consulting Fees claimed for such week. The Company shall pay any Consulting Fees earned by Executive within ten (10) days of the date of receipt by the Company of Executive's invoice therefor. Executive and the Company agree that in furnishing any Post-Termination Services, Executive will be acting as an independent contractor and, accordingly Executive will have no authority to act on behalf of the Company (or any of its affiliates) or bind the Company (or any of its affiliates). While providing Post-Termination Services, if any, Executive will not be considered to have employee status for federal or state tax purposes, for purposes of employee benefit plans or other benefits applicable to the Company's employees generally or for any other purposes. While providing Post-Termination Services, if any, the Company shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer-employee relationship, and Executive expressly waives any right to such participation or coverage. Executive agrees that Executive shall make such contributions and pay applicable taxes, and hereby agrees to indemnify and hold harmless the Company and all Releasees from and against any costs, fees, damages or penalties assessed against the Company or any Releasees by virtue of Executive's failure to make such contributions or payments.

17. Certain Actions. Executive agrees that until the earlier of the second anniversary of the Termination Date or a Change of Control (as defined below), Executive shall not, on his own behalf or on behalf of any other person, partnership, association, corporation, or other entity, directly or indirectly, absent the prior written authorization of the Board of Directors of the Company, take any of the following actions:

- a. make, engage in or in any way participate in any “solicitation” (as such term is used in the proxy rules of the Securities and Exchange Commission (the “SEC”) but without regard to the exclusion set forth in Rule 14a-1(1)(2)(iv) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of proxies, consents or voting authorizations with respect to the election or removal of directors of the Company or any other matter or proposal in respect of which the Company’s stockholders are requested or required to vote on, or become a “participant” (as such term is used in the proxy rules of the SEC) in any such solicitation of proxies, consents or voting authorizations from the Company’s stockholders;
- b. encourage, influence, induce or advise or assist any person with respect to the giving, revocation or withholding of any proxy, consent or other authorization to vote any shares of common stock or other voting securities of the Company (other than solicitation activity that is consistent with the recommendation of and expressly authorized by the Board) in connection with any matter submitted to the Company’s stockholders for their consideration and vote;
- c. form, join, encourage, influence, advise, act in concert with or in any way participate in any “group” (as defined pursuant to Section 13(d) of the Exchange Act) with respect to any voting securities of the Company;

- d. propose, offer or in any way participate (or assist or facilitate any other person to do so) in any tender offer, exchange offer, merger, consolidation, acquisition, business combination, recapitalization, reorganization, restructuring, liquidation, dissolution or other extraordinary transaction involving the Company or any of its subsidiaries or the Company's securities or a material amount of the assets of the Company and its subsidiaries, taken as a whole (an "Extraordinary Transaction"), or frustrate or seek to frustrate the pendency or consummation of any Extraordinary Transaction proposed, approved or recommended by the Board of Directors, or make any public statement with respect to an Extraordinary Transaction, or make, either alone or in concert with others, any proposal to the Company or the Board of Directors that would reasonably be expected to require or result in a public announcement regarding any of the matters described in this Section 17;
- e. make or be the proponent of any stockholder proposal (pursuant to Rule 14a-8 under the Exchange Act or otherwise); or
- f. publicly disclose any intention, plan, commitment or arrangement to do any of the foregoing.

As used herein, the term "Change of Control" shall mean such time as the members of the Board of Directors of the Company as of the Termination Date cease for any reason to constitute at least 50% or more of the Board.

1 8 . Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

1 9 . ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN ALAMEDA COUNTY, CALIFORNIA BEFORE JUDICIAL ARBITRATION & MEDIATION SERVICES ("JAMS"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES ("JAMS RULES"). THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

20. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Executive or made on his behalf under the terms of this Agreement. Executive agrees and understands that he is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Executive further agrees to indemnify and hold the Company harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Executive's failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs.

21. Section 409A. The Parties intend that upon the Separation Date, Executive will have a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the final regulations and official guidance thereunder ("Section 409A"). The provisions of this Agreement and all compensation and benefits provided for under this Agreement are intended to comply with Section 409A and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. The Company and Executive will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Executive under Section 409A. In no event will the Company reimburse Executive for any taxes that may be imposed on Executive under Section 409A or any other provision of the Code with respect to any payments or benefits Executive may receive from the Company under this Agreement or under any other agreement or arrangement.

22. Indemnification. The agreements and obligations of the Company set forth in the May 5, 2015 indemnification agreement between the Company and Executive ("the "Indemnification Agreement") shall survive the termination of Executive's employment with the Company in accordance with the terms set forth thereof.

23. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Executive represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

24. No Representations. Executive represents that he has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

25. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

26. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

27. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Executive concerning the subject matter of this Agreement and Executive's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Executive's relationship with the Company, with the exception of the Confidentiality Agreement and the Stock Agreements and Indemnification Agreement, except as modified herein. For clarification with respect to Executive's equity holdings and rights, his separate agreements with respect to such equity are not affected by this Agreement except as stated herein.

28. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and the Company's Chief Executive Officer.

29. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions. Executive consents to personal and exclusive jurisdiction and venue in the State of California.

30. Effective Date. Executive understands that this Agreement shall be null and void if not executed by him within twenty-one (21) days. Executive has seven (7) days after Executive signs this Agreement to revoke it. Once the Company signs this Agreement, it cannot revoke it. This Agreement will become effective on the eighth (8th) day after Executive signs this Agreement, so long as it has been signed by the Parties and has not been revoked by Executive before that date (the "Effective Date").

31. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

32. Voluntary Execution of Agreement. Executive understands and agrees that he executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of his claims against the Company and any of the other Releasees. Executive acknowledges that:

- (a) he has read this Agreement;
- (b) he has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his own choice or has elected not to retain legal counsel;
- (c) he understands the terms and consequences of this Agreement and of the releases it contains; and
- (d) he is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dr. Stephen Clarke, an individual

Dated: April 19, 2018

/s/ Dr. Stephen Clarke

Dr. Stephen Clarke

Aqua Metals, Inc.

Dated: April 19, 2018

By /s/ Thomas Murphy

Thomas Murphy,
Chief Financial Officer

Aqua Metals Announces Executive Management Succession and Board Enhancement

Stephen Clarke Resigns as CEO under previously announced transition plan; Selwyn Mould, Company Co-Founder and COO, appointed as interim CEO

Board of Directors enhances the structure of Company's Corporate Governance

Alameda, CA – April 23, 2018 – Aqua Metals, Inc. (NASDAQ:AQMS) (“Aqua Metals” or the “Company”), which is commercializing an electrochemical lead recycling technology called AquaRefining™, today announced executive management changes under its previously announced succession plan and notable enhancements to the structure of its Corporate Governance.

Executive Management Succession

The Board has named Company co-founder and current COO Selwyn Mould as interim Chief Executive Officer, effective immediately, replacing founder Stephen Clarke who resigned as CEO of the Company as part of a previously announced succession plan. Mr. Clarke has also resigned as Chairman of the Board and Director. Mr. Mould has assumed the interim CEO position pending completion of the permanent CEO search currently underway. During this time, he will continue in his role as COO.

As Interim CEO, Mr. Mould brings 35 years of experience in manufacturing, supply chain and technology development. As COO, he leads the Company's operations including its AquaRefinery operation. Prior to Aqua Metals, Mr. Mould served as Head of Supply Chain for Lotus Cars and Head of Logistics for Pilkington Building Products Europe.

“I'm excited and honored to lead Aqua Metals in the next phase of the Company's operations,” Mr. Mould said. “As a team, our top priority is scaling operations at our plant in McCarran, NV. Completing the commercialization of the Company's revolutionary technology has been my focus for the past four years and will continue to be as I lead the Company during this period.”

Mr. Mould continued, “We thank Steve for his exceptional vision and tireless commitment to the Company. He built a solid foundation that ensures the Company will be well-positioned for future growth. Steve has agreed to remain involved in the company as a consultant and we value his continuing input and recommendations. We wish him well in the future.”

Board Enhancements

The Nominating Governance Committee has recommended, and the full board has agreed, to separate the roles of CEO and Board Chairman. The Company believes this will create significant improvements in corporate governance and organizational leadership. Independent Director Vincent L. DiVito has been elected by the Board to be non-executive Chairman. Mr. DiVito is the owner and chief executive officer of a financial and management consulting firm and has had over 25 years in senior financial and executive management positions. Most recently at a global life science and specialty chemical company. Mr. DiVito has served on four U.S. listed company boards and is a National Association of Corporate Directors Board Leadership Fellow.

In addition, Aqua Metals Board of Directors has elected Eric Prouty, an experienced sustainability-focused analyst and successful business development consultant, as an independent director. In addition to his valuable public company board experience, including as a director of Hudson Technologies (NASDAQ: HDSN), Mr. Prouty has significant experience as an equity research analyst covering the sustainability sector, including at Canaccord Genuity, Adams Harkness and Robertson Stephens. Mr. Prouty adds a strong investor focus to the Board, and his background and analytical skills will be extremely valuable as we pursue the commercialization opportunities of the AquaRefining™ technology.

As previously announced, the Company has nominated Thomas Murphy, Vincent DiVito, Eric Prouty, Mark Slade and Mark Stevenson, for election to the Board at the Annual Meeting. The Company believes this slate of five director nominees is an exceptionally qualified team of leaders that brings extensive relevant experience and industry contacts to lead the Company through the next pivotal phase of growth and development.

The Board recommends that shareholders vote **FOR** each of its five (5) director nominees named in the **GOLD** proxy card. Shareholders may receive solicitation materials, including a white proxy card, from Kanen Wealth Management (“Kanen”) seeking their proxy. The Aqua Metals Board has not approved or nominated, and does NOT endorse, any of Kanen’s insurgent director nominees. We strongly urge shareholders not to return any white proxy card sent by Kanen.

If you have already voted using a white proxy card sent to you by Kanen, you can revoke that proxy by voting **FOR** your Board’s nominees named in the Company’s proxy statement by using the **GOLD** proxy card. Only the latest-dated and validly executed proxy that you submit will count at the Annual Meeting.

About Aqua Metals

Aqua Metals, Inc. (NASDAQ: AQMS) is reinventing lead recycling with its patented and patent-pending AquaRefining™ technology. Unlike smelting, AquaRefining is a room temperature, water-based process that is fundamentally non-polluting. These modular systems allow the Company to vastly reduce environmental impact and scale lead acid recycling production capacity both by building its own AquaRefineries and licensing the AquaRefining technology to partners. Aqua Metals is based in Alameda, California, and has built its first recycling facility in Nevada's Tahoe Reno Industrial Complex. To learn more, please visit www.aquametals.com.

Safe Harbor

This press release contains forward-looking statements concerning Aqua Metals. Forward-looking statements include, but are not limited to our plans, objectives, expectations and intentions and other statements that contain words such as “expects,” “contemplates,” “anticipates,” “plans,” “intends,” “believes” and variations of such words or similar expressions that predict or indicate future events or trends, or that do not relate to historical matters. The forward looking statements in this release include the strength and efficacy of Aqua Metals’ portfolio of patent applications and issued patents, the lead acid battery recycling industry, the future of lead acid battery recycling via traditional smelters, the Company’s development of its commercial lead acid battery recycling facilities and the quality and efficiency of the Company’s proposed lead acid battery recycling operations. Those forward-looking statements involve known and unknown risks, uncertainties and other factors that could cause actual results to differ materially. Among those factors are: (1) the risk that the Company may not be able to produce and market AquaRefined lead on a commercial basis or, if the Company achieves commercial operations, that such operations will be profitable, (2) the fact that the Company only recently commenced production and has not generated any significant revenue to date, thus subjecting the Company to all of the risks inherent in a pre-revenue start-up; (3) the risk no further patents will be issued on the Company’s patent applications or any other application that it may file in the future and that those patents issued to date and any patents issued in the future will be sufficiently broad to adequately protect the Company’s technology, (4) the risk that the Company’s initial patents and any other patents that may be issued to it may be challenged, invalidated, or circumvented, (5) risks related to Aqua Metals’ ability to raise sufficient capital, as and when needed, to develop and operate its recycling facilities and fund continuing losses from operations as the Company endeavors to achieve profitability; (6) changes in the federal, state and foreign laws regulating the recycling of lead acid batteries; (7) the Company’s ability to protect its proprietary technology, trade secrets and know-how and (8) those other risks disclosed in the section “Risk Factors” included in the Company’s Annual Report on Form 10-K filed on March 15, 2018. Aqua Metals cautions readers not to place undue reliance on any forward-looking statements. The Company does not undertake, and specifically disclaims any obligation, to update or revise such statements to reflect new circumstances or unanticipated events as they occur, except as required by law.

Important Additional Information and Where to Find It

This press release may be deemed to contain solicitation material in respect of the solicitation of proxies from the Company's stockholders in connection with the Company's 2018 annual meeting of stockholders (the "Annual Meeting"). The Company has filed with the Securities and Exchange Commission (the "SEC") its preliminary proxy statement and GOLD proxy card relating to the Annual Meeting. When such proxy statement is cleared by the SEC Staff, the Company intends to file with the SEC and mail to the Company's stockholders its definitive proxy statement and accompanying GOLD proxy card in connection with the Annual Meeting. The definitive proxy statement will contain important information about the Company, the Annual Meeting and related matters. Stockholders may obtain a free copy of the Company's definitive proxy statement and other documents that the Company files with the SEC (when available) on the SEC's website, at www.sec.gov. INVESTORS AND STOCKHOLDERS ARE URGED TO READ THE DEFINITIVE PROXY STATEMENT, THE ACCOMPANYING GOLD PROXY CARD AND ANY OTHER RELEVANT SOLICITATION MATERIALS (WHEN THEY BECOME AVAILABLE) BECAUSE THESE DOCUMENTS WILL CONTAIN IMPORTANT INFORMATION.

Aqua Metals, its directors and certain of its executive officers may be deemed to be participants in the solicitation of proxies from the Company's stockholders in connection with the Annual Meeting. Information regarding the names of the Company's directors and executive officers and their respective interests in the Company will be set forth in the Company's definitive proxy statement, the accompanying GOLD proxy card and other relevant solicitation materials filed by the Company. These documents (when they become available), and any and all other documents filed by the Company with the SEC, may be obtained by investors and stockholders free of charge on the SEC's website at www.sec.gov. Copies will also be available at no charge on the Company's website at www.aquametals.com.

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