

24 October 2025

Dear Shareholders,

ANNUAL GENERAL MEETING

The Annual General Meeting is scheduled to be held on Wednesday, 26 November 2025 at 9.00am (AEDT) (**Meeting**). The meeting will be held at Level 7, 111 Elizabeth Street, Sydney NSW 2000.

The Company will not be sending hard copies of the Notice of Meeting to shareholders unless a shareholder has previously requested a hard copy. The Notice of Meeting can be viewed and downloaded from the link set out below.

<https://globaluranium.com.au/investors/asx-releases/>

Alternatively, a complete copy of the important Meeting documents has been posted on the Company's ASX market announcements page (ASX: GUE).

All resolutions will be decided on a poll. The poll will be conducted based on votes submitted by proxy and at the Meeting by shareholders who have indicated that they intend to vote at the Meeting in accordance with the instructions set out in the proxy form.

Voting by proxy

Shareholders who wish to participate at the Meeting are strongly encouraged to complete and submit their proxies as early as possible.

The Meeting will be held physically. Shareholders are strongly encouraged to vote by lodging a directed proxy appointing the Chair as early as possible and in any event prior to the cut-off for proxy voting as set out in the Notice.

Instructions for lodging proxies are included on your personalised proxy form.

Yours sincerely,



Leonard Math
Company Secretary



GLOBAL URANIUM AND ENRICHMENT LTD

ACN 619 387 085

NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 9:00am (AEDT)

DATE: 26 November 2025

PLACE: Level 7, 111 Elizabeth Street, Sydney, NSW 2000

The business of the Meeting affects your shareholding and your vote is important.

This Notice should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 7:00pm (AEDT) on 24 November 2025.

BUSINESS OF THE MEETING

FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company for the financial year ended 30 June 2025 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

1. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **non-binding resolution**:

"That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial year ended 30 June 2025."

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Prohibition

In accordance with sections 250(BD)(2) and 250R, a vote on this Resolution must not be cast:

- (a) by or on behalf of a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report or a Closely Related Party of such a member, regardless of the capacity in which the vote is cast; or
- (b) as a proxy by a member of the Key Management Personnel at the date of the Meeting, or their Closely Related Parties.

However, a person (the **voter**) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

- (a) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
- (b) the voter is the Chair and the appointment of the Chair as proxy:
 - (i) does not specify the way the proxy is to vote on this Resolution; and
 - (ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of members of the Key Management Personnel.

2. RESOLUTION 2 – ELECTION OF FRANK WHEATLEY

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of clause 15.4 of the Constitution, Listing Rule 14.4 and for all other purposes, Frank Wheatley, a Director who was appointed casually on 28 April 2025, retires, and being eligible, is elected as a Director."

3. RESOLUTION 3 – ELECTION OF HUGO SCHUMANN

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of clause 15.4 of the Constitution, Listing Rule 14.4 and for all other purposes, Hugo Schumann, a Director who was appointed as an additional Director on 10 February 2025, retires, and being eligible, is elected as a Director."

4. RESOLUTION 4 – RE-ELECTION OF FABRIZIO PERILLI

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of clause 15.2 of the Constitution, Listing Rule 14.5 and for all other purposes, Fabrizio Perilli, a Director, retires by rotation, and being eligible, is re-elected as a Director."

5. RESOLUTION 5 – APPROVAL OF 7.1A MANDATE

To consider and, if thought fit, to pass the following resolution as a **special resolution**:

"That, for the purposes of Listing Rule 7.1A and for all other purposes, approval is given for the Company to issue up to that number of Equity Securities equal to 10% of the issued capital of the Company at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and otherwise on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of, if at the time the approval is sought the Company is proposing to make an issue of equity securities under Listing Rule 7.1A.2, any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of securities (except a benefit solely by being a holder of ordinary securities in the Company) or an associate of that person (or those persons).

However, this does not apply to a vote cast in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Note: As at the date of this Notice, it is not known who may participate in the issue of any Equity Securities under this Resolution 5 and the Company has not approached any Shareholder or identified a class of existing Shareholders to participate in any issue of Equity Securities under the 7.1A Mandate. Accordingly, the Company has not identified any particular persons or class of persons who would be excluded from voting on Resolution 5.

6. RESOLUTION 6 – RATIFICATION OF PRIOR ISSUE OF SHARES TO CG NOMINEES (AUSTRALIA) PTY LTD

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 4,485,948 Shares to CG Nominees (Australia) Pty Ltd, on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of CG Nominees (Australia) Pty Ltd or an associate of CG Nominees (Australia) Pty Ltd.

However, this does not apply to a vote cast in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

7. RESOLUTION 7 – RATIFICATION OF PRIOR ISSUE OF CONTINGENT CONSIDERATION SHARES TO ARDEN LARSON

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 814,306 Shares to Arden Larson on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Arden Larson or an associate of Arden Larson.

However, this does not apply to a vote cast in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

8. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF CONVERTIBLE NOTES

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 2,666,000 Convertible Notes to Summit Strategies LLC on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Summit Strategies LLC or an associate of Summit Strategies LLC.

However, this does not apply to a vote cast in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

9. RESOLUTION 9 – APPROVAL TO ISSUE NOTE OPTIONS

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders authorise and approve the issue of 20,750,000 Note Options, and any and all Shares issued pursuant to the exercise of those Note Options, to Summit Strategies LLC (and/or its nominee(s)) on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is expected to participate in (including Summit Strategies LLC (and/or its nominee(s))), or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a Shareholder), or an associate of any of those persons.

However, this does not apply to a vote cast in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

10. RESOLUTION 10 – APPROVAL TO ISSUE DIRECTOR PERFORMANCE RIGHTS TO HUGO SCHUMANN

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of Listing Rule 10.14, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act), clause 16.5 of the Constitution and for all other purposes, Shareholders authorise and approve the grant by the Company of 2,500,000 Director Performance Rights to Mr Hugo Schumann (and/or his nominee(s)), a Director, under the Company's Employee Incentive Performance Rights Plan (including the issue or transfer of Shares on the

vesting and exercise of those Director Performance Rights), on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Company's Employee Incentive Performance Rights Plan, or an associate of that person (or those persons).

However, this does not apply to a vote cast in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair to vote on this Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on this Resolution; and
 - (ii) the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

A vote on this Resolution must not be cast (in any capacity) by or on behalf of Mr Hugo Schumann or his nominee(s) or any of his or their associates.

However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

- (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on this Resolution; and
- (b) it is not cast on behalf of Mr Hugo Schumann or his nominee(s) or any of his or their associates.

Further, in accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Dated: 21 October 2025

By order of the Board

Leonard Math
Company Secretary

Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return it by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the Shareholder appoints two proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

It is the Chair's intention to vote all undirected proxies in favour of all Resolutions. In exceptional cases the Chair's intentions may subsequently change and in this event, the Company will make an announcement to the ASX market.

By appointing the Chair as a proxy (or where the Chair becomes proxy by default) the relevant Shareholder gives the Chair express authority to exercise the proxy on Resolutions 1 and 10 (except where the Shareholder has indicated a different voting intention on the Proxy Form) even though Resolutions 1 and 10 are connected directly or indirectly with the remuneration of members of the Key Management Personnel, which includes the Chair.

If you appoint a member of Key Management Personnel (other than the Chair) or any Closely Related Party of a member of Key Management Personnel as your proxy, you must direct that person how to vote on Resolutions 1 and 10 if you want your Shares to be voted on those Resolutions.

Voting in person

To vote in person, attend the Meeting at the time, date and place set out above.

You may still attend the Meeting and vote in person even if you have appointed a proxy. If you have previously submitted a Proxy Form, your attendance will not revoke your proxy appointment unless you actually vote at the Meeting for which the proxy is proposed to be used, in which case, the proxy's appointment is deemed to be revoked with respect to voting on that Resolution.

Please bring your personalised Proxy Form with you as it will help you to register your attendance at the Meeting. If you do not bring your Proxy Form with you, you can still attend the Meeting but the Company will need to verify your identity. You can register from 8.45am (AEDT) on the day of the Meeting.

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 (08) 6117 9338.

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Corporations Act, the business of the Meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 30 June 2025 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

The Company will not provide a hard copy of the Company's annual financial report to Shareholders unless specifically requested to do so. The Company's annual financial report is available on its website at www.globaluranium.com.au.

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

2.1 General

The Corporations Act requires that at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The remuneration report sets out the company's remuneration arrangements for the directors and senior management of the company. The remuneration report is part of the directors' report contained in the annual financial report of the company for a financial year.

The chair of the meeting must allow a reasonable opportunity for its shareholders to ask questions about or make comments on the remuneration report at the annual general meeting.

The Chair intends to exercise all available undirected proxies in favour of Resolution 1.

If the Chair is appointed as your proxy (or where the Chair becomes your proxy by default) and you have not specified the way the Chair is to vote on Resolution 1, by signing and returning the Proxy Form (or using the online lodgement facility to complete the Proxy Form), you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of members of the Key Management Personnel.

2.2 Voting consequences

A company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

2.3 Previous voting results

At the Company's previous annual general meeting the votes cast against the remuneration report considered at that annual general meeting were less than 25%. Accordingly, the Spill Resolution is not relevant for this Meeting.

3. RESOLUTION 2 – ELECTION OF FRANK WHEATLEY

3.1 General

The Constitution allows the Directors to appoint at any time a person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but only where the total number of Directors does not at any time exceed the maximum number specified by the Constitution (which is nine Directors).

Pursuant to the Constitution and Listing Rule 14.4, any Director so appointed holds office only until the next annual general meeting and is then eligible for election by Shareholders but shall not be taken into account in determining the Directors who are to retire by rotation (if any) at that meeting.

Frank Wheatley, having been appointed by other Directors on 28 April 2025 in accordance with the Constitution, will retire in accordance with the Constitution and Listing Rule 14.4 and being eligible, seeks election from Shareholders.

Further information in relation to Frank Wheatley is set out below.

Qualifications, experience and other material directorships	<p>Mr Wheatley (a nominee of Snow Lake Resources Ltd) brings more than 35 years of mining and resource industry experience, as a senior executive and independent director, including Executive Director of Talison Lithium Limited (prior to its acquisition by Tianqi Lithium), and as CEO of TSX listed Yellowhead Mining Inc. and Karnalyte Resources Ltd. Mr Wheatley was one of the founding directors of Teranga Gold Corporation, and subsequently a non-executive director of Endeavour Mining upon its acquisition of Teranga. Mr Wheatley has extensive domestic and international experience with development and operating gold, copper and lithium companies, including project development, project financing, environmental permitting in accordance with all international best practice and ESG standards, as well as mergers and acquisitions.</p> <p>Mr Wheatley is Snow Lake Resources Ltd's CEO and was nominated to the Board by Snow Lake, as noted in the Company's announcements on, and since, 12 March 2025. Snow Lake is the Company's major Shareholder, which has also entered into a Scheme Implementation Deed to combine with the Company pursuant to schemes of arrangement, as the Company announced on 6 October 2025.</p>
Term of office	Frank Wheatley has served as a Director since 28 April 2025.
Independence	If re-elected, the Board does not consider that Frank Wheatley is an independent Director, given his role with the Company's major Shareholder – Snow Lake Resources Ltd.
Other material information	The Company conducts appropriate checks on the experience of candidates before their appointment to the Board. These include checks as to a person's experience, educational qualifications and character. The Company undertook such checks prior to the appointment of Frank Wheatley.
Board recommendation	Having received an acknowledgement from Frank Wheatley that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Frank Wheatley since his appointment to the Board and the skills,

	knowledge, experience and capabilities required by the Board, the Directors (other than Frank Wheatley) recommend that Shareholders vote in favour of this Resolution.
--	--

3.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, Frank Wheatley will be elected to the Board as a non-executive Director.

If this Resolution is not passed, Frank Wheatley will not continue in his role as a non-executive Director, and Snow Lake Resources Ltd will be entitled to appoint a replacement nominee to the Board and the Company must procure the appointment of such replacement nominee as a director of the Company.

4. RESOLUTION 3 – ELECTION OF HUGO SCHUMANN

4.1 General

The Constitution allows the Directors to appoint at any time a person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but only where the total number of Directors does not at any time exceed the maximum number specified by the Constitution.

Pursuant to the Constitution and Listing Rule 14.4, any Director so appointed holds office only until the next annual general meeting and is then eligible for election by Shareholders but shall not be taken into account in determining the Directors who are to retire by rotation (if any) at that meeting.

Hugo Schumann, having been appointed by other Directors on 10 February 2025 in accordance with the Constitution, will retire in accordance with the Constitution and Listing Rule 14.4 and being eligible, seeks election from Shareholders.

Further information in relation to Hugo Schumann is set out below.

Qualifications, experience and other material directorships	Mr. Schumann is a US-based, highly-credentialled executive who brings a wealth of experience across mining operations, uranium project development, capital markets, project financing and sustainability. Mr. Schumann has been recognised with prestigious accolades over his career, including the S&P Rising Star Individual Award at the 2022 Platts Global Metals Awards. Currently, Mr. Schumann is CEO of EverMetal Capital Partners, a US based private equity business, focused on acquiring and operating critical metals recycling companies in the US and EU. Prior to that, Mr. Schumann was CEO of the Silver division for Hindustan Zinc, a global leader in base and precious metals, ranking third globally in silver production with underground mines, smelting and refining complexes in India. Prior to this, he was Chief Financial Officer for US-based copper technology company Jeti Resources from 2019-2024 and Executive and Founder of the London Office for Apollo Group, where he worked from 2010-2019. Mr. Schumann also served as Chief Commercial Officer of Berkeley Energia Limited (ASX: BKY), an ASX-listed uranium development company from 2015-2018. During his time at Berkely, Mr. Schumann, developed a strong understanding of global energy market fundamentals and oversaw all mine financing, forward uranium sales, contract negotiations, commercial planning, and investor relations activities for the Salamanca Project, which is located in Western Spain. Mr. Schumann is also a CFA Charterholder, has an MBA from INSEAD and completed the SEP program at Stanford.
Term of office	Hugo Schumann has served as a Director since 10 February 2025.

Independence	If elected, the Board considers that Hugo Schumann is an independent Director.
Other material information	The Company conducts appropriate checks on the experience of candidates before their appointment to the Board. These include checks as to a person's experience, educational qualifications and character. The Company undertook such checks prior to the appointment of Hugo Schumann.
Board recommendation	Having received an acknowledgement from Hugo Schumann that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Hugo Schumann since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Hugo Schumann) recommend that Shareholders vote in favour of this Resolution.

4.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, Hugo Schumann will be elected to the Board as a non-executive Director.

If this Resolution is not passed, Hugo Schumann will not continue in his role as a non-executive Director.

5. RESOLUTION 4 – RE-ELECTION OF FABRIZIO PERILLI

5.1 General

Listing Rule 14.5 provides that an entity which has directors must hold an election of directors at each annual general meeting.

The Constitution sets out the requirements for determining which Directors are to retire by rotation at an annual general meeting.

Fabrizio Perilli, a non-executive Director (and the Company's Chairman) who has held office without re-election since 22 November 2024 and being eligible retires by rotation and seeks re-election.

Further information in relation to Fabrizio Perilli is set out below.

Qualifications, experience and other material directorships	Mr. Perilli has an outstanding track record of growing businesses using his broad skills, knowledge and experience. Fabrizio is the Co-founder of PERIFA, an Australian property development company that has a focus on delivering exceptional mixed-use precincts with certainty. PERIFA is a company of Versatile Group, of which Fabrizio is the Managing Director. Versatile Group has a 50 year track record in Australian property services and has established eight real estate companies over its five decades of operation. Fabrizio leads the Group's unified team of industry leaders that he and his business partner Marco Fahd brought together to deliver best-in-class outcomes with an agile approach. Fabrizio is an experienced property developer, having spent over 30 years in the industry, including 15 years as CEO for TOGA Group's Development and Construction business and has delivered over 3,000 apartments across highly recognised and awarded projects. Having earned the respect and trust of the industry and his peers, Fabrizio is the immediate past President of the Property Council of Australia (NSW) and is often a sounding board for government representatives and policy makers.
Term of office	Fabrizio Perilli has served as a Director since 31 August 2022 and was last re-elected on 22 November 2024.

Independence	If re-elected, the Board considers that Fabrizio Perilli will be an independent Director.
Board recommendation	Having received an acknowledgement from Fabrizio Perilli that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Fabrizio Perilli since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Fabrizio Perilli) recommend that Shareholders vote in favour of this Resolution.

5.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, Fabrizio Perilli will be re-elected to the Board as a non-executive Director.

If this Resolution is not passed, Fabrizio Perilli will not continue in his role as a non-executive Director and Chairman of the Company. If that results in the Company having less than two Directors who are ordinarily resident in Australia, that would cause the Company to breach the Corporations Act and it would be expected that ASX would likely suspend quotation of the Company from trading on the ASX, pending the Company rectifying that breach.

6. RESOLUTION 5 – APPROVAL OF 7.1A MANDATE

6.1 General

This Resolution seeks Shareholder approval by way of special resolution for the Company to have the additional 10% placement capacity provided for in Listing Rule 7.1A to issue Equity Securities without Shareholder approval.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period (**15% Placement Capacity**).

Under Listing Rule 7.1A, an Eligible Entity may seek shareholder approval by way of a special resolution passed at its annual general meeting to increase this 15% limit by an extra 10% to 25% (**7.1A Mandate**). An Eligible Entity means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less. As of the date of this Notice, the Company's market capitalisation is approximately \$30 million and the Company is not included in the S&P/ASX 300 Index. The Company is therefore an Eligible Entity.

Resolution 5 is a special resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 5.

6.2 Technical information required by Listing Rule 14.1A

For this Resolution to be passed, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be cast in favour of the Resolution.

If this Resolution is passed, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If this Resolution is not passed, the Company will not be able to access the additional 10% capacity to issue Equity Securities without Shareholder approval under Listing Rule 7.1A and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

6.3 Technical information required by Listing Rule 7.3A

(a) **Period for which the 7.1A Mandate is valid**

The 7.1A Mandate will commence on the date of the Meeting and expire on the first to occur of the following:

- (i) the date that is 12 months after the date of this Meeting;
- (ii) the time and date of the Company's next annual general meeting; and
- (iii) the time and date of approval by Shareholders of any transaction under Listing Rule 11.1.2 (a significant change in the nature or scale of activities) or Listing Rule 11.2 (disposal of the main undertaking).

(b) Minimum price

Any Equity Securities issued under the 7.1A Mandate must be in an existing quoted class of Equity Securities and be issued for cash consideration at a minimum price of 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 trading days on which trades in that class were recorded immediately before:

- (i) the date on which the price at which the Equity Securities are to be issued is agreed by the entity and the recipient of the Equity Securities; or
- (ii) if the Equity Securities are not issued within 10 trading days of the date in paragraph (i) above, the date on which the Equity Securities are issued.

(c) Use of funds

The Company intends to use funds raised from issues of Equity Securities under the 7.1A Mandate for (subject to compliance with the Scheme Implementation Deed which the Company entered into with Snow Lake Resources Limited and announced to the ASX on 6 October 2025 (as applicable)):

- (i) advancing the Pine Ridge Uranium Project;
- (ii) developing the Tallahassee Uranium Project and the high-grade Maybell Uranium Project;
- (iii) the acquisition of new resources, assets and investments (including expenses associated with such an acquisition);
- (iv) project, feasibility studies and ongoing project administration;
- (v) the development of the Company's current business; and
- (vi) general working capital.

(d) Risk of economic and voting dilution

Any issue of Equity Securities under the 7.1A Mandate will dilute the interests of Shareholders who do not receive any Shares under the issue.

If this Resolution is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 7.1A Mandate, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the closing market price of Shares and the number of Equity Securities on issue as at 13 October 2025.

The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.

DILUTION					
Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)		Shares issued – 10% voting dilution	Issue Price		
			\$0.033	\$0.066	\$0.100
			50% decrease	Issue Price	50% increase
			Funds Raised		
Current	455,568,979 Shares	45,556,897 Shares	\$1,503,377	\$3,006,755	\$4,555,689
50% increase	683,353,468 Shares	68,335,346 Shares	\$2,255,066	\$4,510,132	\$6,833,534
100% increase	911,137,958 Shares	91,113,795 Shares	\$3,006,755	\$6,013,510	\$9,111,379

*The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.

The table above uses the following assumptions:

- (i) There are currently 455,568,979 Shares on issue.
- (ii) The issue price set out above is the closing market price of the Shares on the ASX on 13 October 2025 (being \$0.066) (**Issue Price**). The Issue Price at a 50% increase and 50% decrease are each rounded to three decimal places prior to the calculation of the funds raised.
- (iii) The Company issues the maximum possible number of Equity Securities under the 7.1A Mandate.
- (iv) The Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with approval under Listing Rule 7.1.
- (v) The issue of Equity Securities under the 7.1A Mandate consists only of Shares. It is assumed that no Options or Performance Rights are exercised into Shares before the date of issue of the Equity Securities. If the issue of Equity Securities includes quoted Options, it is assumed that those quoted Options are exercised into Shares for the purpose of calculating the voting dilution effect on existing Shareholders.
- (vi) The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.
- (vii) This table does not set out any dilution pursuant to approvals under Listing Rule 7.1 unless otherwise disclosed.
- (viii) The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
- (ix) The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 7.1A Mandate, based on that Shareholder's holding at the date of the Meeting.

Shareholders should note that there is a risk that:

- (i) the market price for the Company's Shares may be significantly lower on the issue date than on the date of the Meeting; and

- (ii) the Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.

(e) **Allocation policy under 7.1A Mandate**

The recipients of the Equity Securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company.

The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors:

- (i) the purpose of the issue;
- (ii) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue, share purchase plan, placement or other offer where existing Shareholders may participate;
- (iii) the effect of the issue of the Equity Securities on the control of the Company;
- (iv) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
- (v) prevailing market conditions; and
- (vi) advice from corporate, financial and broking advisers (if applicable).

(f) **Previous approval under Listing Rule 7.1A.2**

The Company previously obtained approval from its Shareholders pursuant to Listing Rule 7.1A at its annual general meeting held on 22 November 2024 (**Previous Approval**).

During the 12-month period preceding the date of the Meeting, being on and from 26 November 2024, the Company issued 26,568,722 Shares pursuant to the Previous Approval (**Previous Issue**), which represent approximately 8.65% of the total diluted number of Equity Securities on issue in the Company on 26 November 2024, which was 307,220,568.

Further details of the issues of Equity Securities by the Company pursuant to Listing Rule 7.1A.2 during the 12 month period preceding the date of the Meeting are set out below.

The following information is provided in accordance with Listing Rule 7.3A.6(b) in respect of the Previous Issue:

Date of Issue and Appendix 2A	Date of Issue: 24 January 2025 Date of Appendix 2A: 24 January 2025
Number and Class of Equity Securities Issued	26,568,722 Shares ²
Issue Price and discount to Market Price¹ (if any)	\$0.062 per Share (at a discount 18.42% to Market Price).
Recipients	Professional and sophisticated investors as part of a placement announced on 17 January 2025. The placement participants were identified through a bookbuild process, which involved the Company seeking expressions of interest to participate in the placement from non-related parties of the Company. None of the participants in the placement were material investors that are required to be disclosed under ASX Guidance Note 21.

Total Cash Consideration and Use of Funds	<p>Amount raised: \$1,647,261</p> <p>Amount spent: \$1,647,261</p> <p>Use of those spent funds: Those funds were applied towards review, due diligence and costs associated with the acquisition of the Pine Ridge Uranium Project, staking new claim in the Pine Ridge Uranium Project area, maintenance of current projects and general working capital.</p> <p>Amount remaining: \$Nil.</p> <p>Proposed use of remaining funds:³ Not applicable.</p>
--	---

Notes:

1. Market Price means the closing price of Shares on ASX (excluding special crossings, overnight sales and exchange traded option exercises). For the purposes of this table the discount is calculated on the Market Price on the last trading day on which a sale was recorded prior to the date of issue of the relevant Equity Securities.
2. Fully paid ordinary shares in the capital of the Company, ASX Code:GUE (terms are set out in the Constitution).
3. This is a statement of current intentions as at the date of this Notice. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way the funds are applied on this basis.

(g) Voting exclusion statement

A voting exclusion statement is included in the Notice for Resolution 5. However, as at the date of this Notice, the Company has not currently invited any investor to participate in any proposed issue of Equity Securities under Listing Rule 7.1A. Therefore, no existing Shareholders are anticipated to be excluded from voting on this Resolution.

6.4 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 5.

7. RESOLUTION 6 – RATIFICATION OF PRIOR ISSUE OF SHARES TO CG NOMINEES (AUSTRALIA) PTY LTD

7.1 General

On 9 August 2024, the Company entered into an agreement with Canaccord Genuity (Australia) Limited (**Canaccord**) for the provision of financial advisory services with respect to the Company's acquisition of Pine Ridge (**Agreement**). Pursuant to the Agreement, in consideration for the financial advisory services, the Company agreed to pay a transaction fee equal to 1.65% of the value of the acquisition (**Fee**).

The Company subsequently agreed to pay/issue the Fee in an equal split of cash and Shares.

The Agreement is otherwise on terms considered standard for an agreement of its nature.

This Resolution seeks Shareholder ratification for the purposes of Listing Rule 7.4 for the issue of 4,485,948 Shares to Canaccord's nominee (being CG Nominees (Australia) Pty Ltd) on 30 May 2025 in consideration for the provision by Canaccord of financial advisory services.

Resolution 6 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 6.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 6.1 above.

The issue does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further Equity Securities without

Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of the issue.

7.3 Listing Rule 7.4

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further Equity Securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue.

7.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the issue will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

If this Resolution is not passed, the issue will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of Equity Securities that the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

7.5 Specific information required by Listing Rules 7.4 and 7.5

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) 4,485,948 Shares were issued to CG Nominees (Australia) Pty Ltd, a nominee of Canaccord, as noted above;
- (b) those Shares were issued on 30 May 2025 pursuant to the Company's 15% Placement Capacity under Listing Rule 7.1;
- (c) those Shares had a deemed issue price of \$0.065 each, and were issued in consideration for financial advisory services provided by Canaccord to the Company in connection with the Company's Pine Ridge acquisition, as previously announced by the Company (no funds were raised from the issue of those Shares);
- (d) those Shares are fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's pre-existing Shares;
- (e) the purpose of the issue was to satisfy the Company's obligations under the Agreement;
- (f) the Shares were issued under the Agreement, a summary of the material terms of which is set out in Section 7.1; and
- (g) a voting exclusion statement is provided in the Notice for Resolution 6.

7.6 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 6.

8. RESOLUTION 7 - RATIFICATION OF PRIOR ISSUE OF CONTINGENT CONSIDERATION SHARES TO ARDEN LARSON

8.1 General

As the Company announced on 5 January 2023, the Company entered into a purchase and sale agreement with Mr Arden Larson and Uranium Recovery Corp. (together the **Vendors**) and Maybell LLC, pursuant to which Maybell LLC (as the Company's indirect wholly owned subsidiary) subsequently acquired certain mining claims and one Colorado State mineral lease at the Maybell Uranium Project in Colorado (**Maybell-Larson Agreement**).

Part of the consideration for that acquisition was that the Company agreed to issue to the Vendors certain contingent consideration Shares based upon a JORC Code compliant inferred mineral resource (**Inferred Resource**) utilising a minimum cut-off grade of 250ppm U3O8. The amount of contingent consideration Shares issued was to be calculated as \$0.10 per pound of U3O8 in the Inferred Resource to be satisfied by the issue to the Vendors of that number of Shares based on the 20-day VWAP of Shares prior to the Company announcing the Inferred Resource.

That milestone was subsequently satisfied (arising from the Company's announcement of 30 July 2025). Specifically, on 30 July 2025, the Company announced a maiden JORC Inferred Mineral Resource Estimate at the Maybell Uranium Project,¹ of which 556,008 lbs of U3O8 was defined from the Vendors' area sold to Maybell LLC under the Maybell-Larson Agreement. This triggered the Company's obligation to issue \$55,600.80 worth Shares based on the 20-day VWAP of Shares prior to the Company announcing the Inferred Resource (\$0.06828) to the Vendors. Accordingly, the Company issued to Arden Larson 814,306 contingent consideration Shares on 13 October 2025 (**Contingent Consideration Shares**).

Refer to Schedule 1 for a summary of the material terms and conditions of the Maybell-Larson Agreement.

Resolution 7 seeks Shareholder ratification pursuant to Listing Rule 7.4 (and for all other purposes) for the prior issue of the Contingent Consideration Shares to Arden Larson pursuant to the Maybell-Larson Agreement under Listing Rule 7.1.

Resolution 7 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 7.

8.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 6.1 above.

The issue of the Contingent Consideration Shares does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of the issue.

8.3 Listing Rule 7.4

As noted in Section 7.3 above, Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further Equity Securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue.

8.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the issue will be excluded in calculating the Company's 15% Placement Capacity, effectively increasing the number of Equity Securities the Company

¹ Information on the Mineral Resource, together with JORC Table 1 information, is contained in the Company's ASX announcement dated 30 July 2025 and titled "Maiden High Grade JORC Resource at Maybell Uranium Project". That Inferred Mineral Resource estimate of 6.0MLbs at 849 ppm U3O8 was calculated applying a cut-off grade of 250ppm U3O8. Grade was rounded to nearest 10ppm. The Company confirms that it is not aware of any new information or data that materially affects the Mineral Resource information included in that announcement and that all material assumptions and technical parameters underpinning the Mineral Resource estimate with that announcement continue to apply and have not materially changed. The competent person for the Mineral Resource Estimate in that announcement was Kira Johnson. The Company confirms that the form and context in which the Competent Person's findings are presented have not materially changed from the original announcement.

can issue without Shareholder approval over the 12 month period following the date of the issue.

If this Resolution is not passed, the issue will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of Equity Securities that the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

8.5 Specific information required under Listing Rule 7.5

The following information must be provided to Shareholders for the purposes of obtaining Shareholder approval:

- (a) the Contingent Consideration Shares were issued to Arden Larson;
- (b) the Contingent Consideration Shares (of which there are 814,306) were issued on 13 October 2025 pursuant to the Company's 15% Placement Capacity under Listing Rule 7.1;
- (c) the Contingent Consideration Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing Shares on issue;
- (d) the Contingent Consideration Shares were issued for nil cash consideration (and no funds were raised from their issue) at a deemed issue price of \$0.06828 each, as they were issued as part consideration for the acquisition of assets pursuant to the Maybell-Larson Agreement;
- (e) the purpose of the issue was to satisfy the Company's obligations under the Maybell-Larson Agreement;
- (f) the Contingent Consideration Shares were issued pursuant to the Maybell-Larson Agreement;
- (g) a summary of the material terms and conditions of the Maybell-Larson Agreement is contained in Schedule 1; and
- (h) a voting exclusion statement is provided in the Notice for Resolution 7.

8.6 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 7.

9. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF CONVERTIBLE NOTES

9.1 General

On 6 October 2025, the Company announced it entered into a binding Scheme Implementation Deed with Snow Lake Resources Ltd (**Snow Lake**), pursuant to which they have agreed to a merger to be conducted by way of schemes of arrangement under the Corporations Act. Under the Scheme Implementation Deed, Snow Lake will acquire 100% of the Shares that it does not already own pursuant to a Share scheme of arrangement (**Share Scheme**) and 100% of the unlisted Options in the class ASX: GUEAR will be cancelled in consideration for new Snow Lake warrants pursuant to an Options scheme of arrangement (**Option Scheme**), subject to the satisfaction of various conditions (together, the **Schemes**).

The Independent GUE Board² has unanimously recommended that Shareholders and Option holders vote in favour of the Schemes, in the absence of a Superior Proposal (as defined in the Scheme Implementation Deed, which the Company announced to ASX on 6 October 2025) and subject to the independent expert concluding (and continuing to conclude) that the Schemes are in the best interests of Shareholders and Option holders, respectively. Subject to the same qualifications, each member of the Independent GUE

² The **Independent GUE Board** comprises each Director who is not a Snow Lake nominee director of the Company. As defined in the Scheme Implementation Deed, the Snow Lake nominee director means Frank Wheatley, or any other Director from time to time who was nominated to serve as a director of the Company by Snow Lake. Frank Wheatley is the current CEO of Snow Lake and is a Non-Executive Director of Global Uranium and has excluded himself from discussions about the Schemes, and abstains from making a recommendation in relation to the Schemes.

Board intends to vote, or cause to be voted, all Shares held or controlled by them (representing 5,270,594 Shares as at the date of this Notice) in favour of the Share Scheme and all Options they hold or control (representing 750,000 Options as at the date of this Notice) in favour of the Option Scheme.

In conjunction with the Scheme Implementation Deed, the Company entered into a convertible note subscription agreement (**Convertible Note Subscription Agreement**) and convertible note deed with Summit Strategies LLC (**Summit**) (**Convertible Note Agreements**), under which Summit provided the Company with funding of A\$2.5 million in consideration for Summit's subscription for 2.666 million unsecured convertible notes with a face value of A\$2.666 million (**Convertible Notes**). The Convertible Notes were issued on 13 October 2025, following the Company's receipt of that A\$2.5 million from Summit (approximately A\$35,000 (plus GST) of which was used to pay certain costs of Summit). That funding will assist with costs incurred by the Company in connection with the Schemes and payment of other liabilities due during the transaction implementation, along with ongoing exploration activities in relation to Pine Ridge (and potentially other budget requirements). The material terms of the Convertible Notes are contained in Schedule 2.

As consideration, Summit (and/or its nominee(s)) will also be issued with 20,750,000 Options, with an exercise price of A\$0.12 each and expiring 3 years from the date of issue (**Note Options**), subject to approval from the Foreign Investment Review Board (if required) and approval from Shareholders. If the Note Options are not issued to Summit prior to the Second Court Hearing (as defined in the Scheme Implementation Deed), the Company generally must pay to Summit an amount equal to A\$250,000 (in lieu of the issue of Note Options) on the maturity date of the Convertible Notes. The Company is seeking Shareholder approval for the issue of the Note Options pursuant to Resolution 9.

Refer to the Company's ASX announcements released on and after 6 October 2025 for further details of the Schemes, Convertible Notes and Note Options.

Resolution 8 seeks Shareholder ratification pursuant to Listing Rule 7.4 (and for all other purposes) for the prior issue of the Convertible Notes to Summit pursuant to the Convertible Note Agreements under Listing Rule 7.1. That approval will also apply to any and all Shares which may be issued pursuant to conversion of those Convertible Notes.

Resolution 8 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 8.

9.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 6.1 above.

The issue of the Convertible Notes does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of the issue.

9.3 Listing Rule 7.4

As noted in Section 7.3 above, Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further Equity Securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue.

9.4 Technical information required by Listing Rule 14.1A

If Resolution 8 is passed, the Convertible Notes (and Shares issued on conversion of the Convertible Notes) will be excluded in calculating the Company's 15% Placement Capacity in Listing Rule 7.1, effectively increasing the number of Equity Securities it can

issue without Shareholder approval over the 12-month period following the issue of the Convertible Notes.

If Resolution 8 is not passed, the Convertible Notes (and Shares issued on conversion of those Convertible Notes) will be included in calculating the Company's 15% Placement Capacity in Listing Rule 7.1, effectively decreasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue of the Convertible Notes.

9.5 Specific information required by Listing Rule 7.5

The following information in relation to Resolution 8 is provided to Shareholders for the purposes of Listing Rule 7.5:

- (a) the Convertible Notes were issued to Summit, pursuant to the Convertible Note Agreements;
- (b) the Company understands that Summit is a shareholder of Snow Lake, but that Summit is not a related party of the Company, a member of the Company's Key Management Personnel, a substantial holder in the Company, an advisor of the Company or an associate of any of these parties;
- (c) the number of Convertible Notes issued to Summit pursuant to the Convertible Note Agreements is 2.666 million Convertible Notes, each with a face value of A\$1.00;
- (d) the Convertible Notes were issued on 13 October 2025;
- (e) the Shares to be issued if there is a conversion of Convertible Notes will be fully paid ordinary shares in the Company and will rank equally in all respects with the Company's existing Shares on issue;
- (f) if Convertible Notes are converted into Shares (at Summit's election pursuant to a Voluntary Conversion or automatically in the event of Change of Control Conversion (each as defined in Schedule 2)) the conversion price at which those Convertible Notes convert into Shares (and consequently the resulting number of Shares into which they convert) will be determined based on the relevant conversion formula detailed in Schedule 2 and may also be impacted if an Additional Amount (as defined in paragraph 13 of that Schedule) is payable. Without making a forecast as to what the actual conversion price or number of Shares issuable upon conversion may be, certain worked examples of the conversion of the Convertible Notes have also been included in Schedule 6 based on the assumptions specified in that Schedule. Conversion is also subject to the Noteholder (as defined in Schedule 2) obtaining the approval of the Foreign Investment Review Board (if required). There is also a possibility of the Convertible Notes converting directly into common shares in Snow Lake, as detailed in paragraph 17 of Schedule 2. Without making a forecast as to what the actual conversion price or number of common shares in Snow Lake issuable upon conversion may be, certain worked examples of that potential conversion of the Convertible Notes into common shares in Snow Lake have also been included in Schedule 7 based on the assumptions specified in that Schedule;
- (g) as consideration for the issue of the Convertible Notes (and of the Note Options the subject of Resolution 9), Summit paid A\$2.5 million to the Company (approximately A\$35,000 (plus GST) of which was used to pay certain costs of Summit);
- (h) a summary of the material terms of the Convertible Notes, and of the Convertible Note Agreements, is set out in Schedule 2 (and noting that the Convertible Note Agreements also contain various clauses which are common or customary for contracts of that type, such as representations and warranties);
- (i) the purpose of the issue of the Convertible Notes was to raise funds as detailed above;
- (j) funds raised from the Convertible Notes (after costs) have been, or are proposed to be, used to assist with costs incurred by the Company in connection with the Schemes and, payment of other liabilities due during the Schemes transaction implementation, along with ongoing exploration and activities in relation to Pine Ridge (and potentially other budget requirements); and
- (k) a voting exclusion statement is included in the Notice for Resolution 8.

9.6 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 8.

10. RESOLUTION 9 – APPROVAL TO ISSUE NOTE OPTIONS

10.1 General

In accordance with the Convertible Note Subscription Agreement, Resolution 9 seeks Shareholder approval, for the purposes of Listing Rule 7.1 and for all other purposes, for the Company to issue 20,750,000 Note Options, and any and all Shares issued pursuant to the exercise of those Note Options, to Summit (and/or its nominee(s)).

Refer to Section 9.1 above and the Company's ASX announcements released on 6 October 2025 for further details of the Note Options. The Note Options are not part of the Option Scheme.

Resolution 9 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 9.

10.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 6.1 above.

The issue of the Note Options does not fall within any of the exceptions to Listing Rule 7.1 (and it exceeds the 15% Placement Capacity) and is conditional upon Shareholder approval (which is being sought pursuant to Resolution 9) and is also subject to approval from the Foreign Investment Review Board (if required).

10.3 Technical information required by Listing Rule 14.1A

If Resolution 9 is passed, the Company will be able to (subject to receipt of any necessary approval from the Foreign Investment Review Board (if required)) proceed with the issue of the 20,750,000 Note Options (and Shares issued on exercise of the Note Options) without using any of the Company's 15% Placement Capacity. In addition, the issue of the Note Options (and Shares issued on exercise of the Note Options) will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 9 is not passed, then (unless the Company can otherwise issue the Note Options without breaching Listing Rule 7.1) the Company will not be able to issue the Note Options to Summit (and/or its nominee(s)) and if the Note Options are not issued to Summit prior to the Second Court Hearing (as defined in the Scheme Implementation Deed) the Company will be required to pay to Summit (and/or its nominee(s)) an amount equal to A\$250,000 (in lieu of the issue of Note Options) on the maturity date of the Convertible Notes. However, that payment obligation does not apply in certain circumstances relevant to Foreign Investment Review Board matters where Shareholder approval to issue the Note Options has been obtained.

10.4 Specific information required by Listing Rule 7.3

- (a) the Note Options are to be issued to Summit (and/or its nominee(s));
- (b) the number of Note Options the Company proposes to issue to Summit (and/or its nominee(s)) is 20,750,000 Options;
- (c) the terms of the Note Options are summarised in Schedule 3;
- (d) the Shares to be issued on exercise of the Note Options will be fully paid ordinary shares and rank equally in all respects with the Company's existing Shares on issue;
- (e) the Company will issue the Note Options to Summit (and/or its nominee(s)) no later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (f) no funds will be raised from the issue of the Note Options, as they will be issued for nil cash consideration;

- (g) the Note Options are being issued as part consideration for Summit providing the Company with an interim funding of A\$2.5 million pursuant to the Convertible Note Agreements, which the Company intends to use for the purposes detailed in Section 9.1;
- (h) the Note Options are to be issued under the Convertible Note Agreements. The material terms of the Convertible Note Agreements (as relevant to the Convertible Notes) are summarised in Schedule 2 (and noting that the Convertible Note Agreements also contain various clauses which are common or customary for contracts of that type, such as representations and warranties); and
- (i) a voting exclusion statement is included in the Notice for Resolution 9.

10.5 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 9.

11. RESOLUTION 10 – APPROVAL TO ISSUE DIRECTOR PERFORMANCE RIGHTS TO HUGO SCHUMANN

11.1 General

Resolution 10, seeks Shareholder approval in accordance with Listing Rule 10.14, Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act), clause 16.5 of the Constitution and for all other purposes for the grant of 2,500,000 Performance Rights to Mr Hugo Schumann, Director, (and/or his nominee(s), comprising:

- (a) 500,000 Class A Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.15 or more on or before 31 December 2025;
- (b) 500,000 Class B Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.20 or more on or before 30 June 2026;
- (c) 750,000 Class C Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.25 or more on or before 31 December 2026; and
- (d) 750,000 Class D Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.30 or more on or before 31 December 2026,

(together, the **Director Performance Rights**).

The Company announced to ASX the proposed issue of the Director Performance Rights on 10 February 2025. The Company intends to issue the Director Performance Rights pursuant to Mr Schumann's letter of appointment as a Director, and under the Company's Employee Incentive Performance Rights Plan, as approved by Shareholders on 14 November 2023 (**Plan**).

The Company acknowledges that Mr Schumann may receive certain termination benefits associated with the Director Performance Rights the subject of Resolution 10 in connection with him ceasing to be an officer of, or ceasing to hold a managerial or executive office in, the Company or a related body corporate. Therefore, the Company is also seeking Shareholder approval for the purposes of Part 2D.2 of the Corporations Act (including, sections 200B and 200E of the Corporations Act).

Refer to Schedule 4 for a summary of the terms and conditions of the Director Performance Rights and to Schedule 5 for a summary of the terms and conditions of the Plan.

Resolution 10 is an ordinary resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 10.

If the Chair is appointed as your proxy (or where the Chair becomes your proxy by default) and you have not specified the way the Chair is to vote on Resolution 10, by signing and returning the Proxy Form (or using the online lodgement facility to complete the Proxy Form), you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

11.2 Section 200B of the Corporations Act

In accordance with section 200B of the Corporations Act, to give a benefit in connection with a person's retirement from a managerial or executive office, the Company must obtain Shareholder approval in the manner set out in section 200E of the Corporations Act (subject to certain exceptions).

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the Directors' Report for the previous financial year. The details of Mr Hugo Schumann were included in the Directors' Report for the 2025 Financial Year.

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments (such as the Director Performance Rights) for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as result of, retirement from their position of employment in a company.

The benefits for which approval is sought under Resolution 10 include benefits that result from the Board exercising the discretions conferred under the terms of the Plan. In particular, the Board will have the discretion to determine that, when Mr Hugo Schumann is no longer an Eligible Participant (as defined in Schedule 5), some or all of the Director Performance Rights will not lapse at that time (if they would otherwise lapse), and such Director Performance Rights may vest or be retained.

One of the benefits for which approval is sought under Resolution 10 is the potential issue or transfer of Shares to Mr Hugo Schumann upon conversion of the Director Performance Rights as a result of the Board exercising a discretion to vest the Director Performance Rights as termination benefits.

The Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential vesting of, and other potential benefits mentioned in this Notice in respect of, the Director Performance Rights proposed to be granted to Mr Hugo Schumann pursuant to Resolution 10.

The Company is also seeking Shareholder approval under clause 16.5 of the Constitution for the same purpose (which relates to retirement benefits of Directors).

11.3 Specific information required by section 200E of the Corporations Act

The following information is provided to Shareholders for the purposes of obtaining Shareholder approval for the purposes of section 200E of the Corporations Act:

- (a) The amount or value of the benefit relating to the Director Performance Rights held by Mr Hugo Schumann (and/or his nominee(s)) which may arise in connection with his retirement from a managerial or executive office cannot presently be ascertained. However, the manner in which the amount or value of the potential benefits will be calculated, and the matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:
 - (i) the number of the Director Performance Rights held prior to ceasing engagement with the Company (or the Company's group);
 - (ii) the outstanding conditions (if any) of vesting of the Director Performance Rights and the number that the Board determines to (or which automatically) vest, lapse or leave on foot;
 - (iii) the applicable performance measures and the achievement of such measures (and personal performance of Mr Hugo Schumann);
 - (iv) the portion of the relevant performance period for the Director Performance Rights that have expired at the time when Mr Hugo Schumann ceases to be engaged with the Company (or the Company's group);
 - (v) the circumstances of, or reasons for, ceasing engagement with the Company (or the Company's group);

- (vi) the length of service with the Company (or the Company's group) and performance over that period of time;
- (vii) the manner in which the Board exercises its discretion at the relevant time;
- (viii) the Company's policies as applicable at the relevant time;
- (ix) the market practice at the relevant time;
- (x) any other factors that the Board determines to be relevant when exercising its discretion to provide potential termination benefits to Mr Hugo Schumann (as applicable);
- (xi) the market price of the Shares on ASX at the relevant time when the amount or value of the Director Performance Rights, and any benefit, is determined;
- (xii) any changes in law; and
- (xiii) the risk-free rate of return in Australia and the estimated volatility of Shares on ASX at the relevant time.

By way of example, the Scheme Implementation Deed which the Company entered into with Snow Lake in respect of the Schemes (as the Company announced on 6 October 2025), contemplates that the Company will use reasonable endeavours to procure that after completion of the implementation of the Share Scheme, Mr Schumann resigns from the Board. In the event that the Director Performance Rights have been issued to him and if they (or some of them) vest and convert into Shares in a way that involves a termination benefit for the purpose of Part 2D.2 of the Corporations Act (if applicable), then the amount or value of the benefit relating to the Director Performance Rights would be up to the amount or value of the number of Shares which could be obtained via such conversion (noting that each Director Performance Right converts into one Share, per the terms in Schedule 4).

- (b) The Company will calculate the value of the benefit at the relevant time based on the above factors and using generally accepted valuation techniques such as provided in Section 11.6(f) or another appropriate pricing model to value the Director Performance Rights and associated benefits.

11.4 Chapter 2E of the Corporations Act

- (a) Chapter 2E of the Corporations Act requires that for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:
 - (i) obtain approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
 - (ii) give the benefit within 15 months following such approval,
 unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.
- (b) The issue of the Director Performance Rights to Mr Hugo Schumann (and/or his nominee(s)) under the Plan (and the exercise or conversion of the Director Performance Rights into Shares) constitutes giving a financial benefit as Mr Hugo Schumann is a related party of the Company by virtue of being a Director. The Directors (other than Mr Hugo Schumann, given his material personal interests in Resolution 10) have considered the application of Chapter 2E of the Corporations Act and have resolved that the reasonable remuneration exception provided by section 211 of the Corporations Act is applicable. Accordingly, the Company will not seek approval for the issue of the Director Performance Rights pursuant to section 208 of the Corporations Act.

11.5 Listing Rule 10.14 and information required by Listing Rule 14.1A

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme:

- 10.14.1 a director of the company;

- 10.14.2 an associate of a director of the company; or
- 10.14.3 a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of the Director Performance Rights to Mr Hugo Schumann falls within Listing Rule 10.14.1 above and therefore requires the approval of Shareholders under Listing Rule 10.14. If Mr Schumann nominates a nominee to receive the Director Performance Rights, that nominee would be expected to fall within Listing Rule 10.14.2 above as an associate of Mr Schumann.

If Resolution 10 is passed, the Company will be able to proceed with the issue of 2,500,000 Director Performance Rights to Mr Hugo Schumann (and/or his nominee(s)), and pursuant to Listing Rule 7.2 exception 14, the Company may issue the Director Performance Rights without using up any of the Company's 15% Placement Capacity under Listing Rule 7.1.

If Resolution 10 is not passed, the Company will not be able to proceed with the issue of 2,500,000 Director Performance Rights to Mr Hugo Schumann (and/or his nominee(s)).

11.6 Specific information required by Listing Rule 10.15

The following information in relation to Resolution 10 is provided to Shareholders for the purposes of Listing Rule 10.15:

- (a) the Director Performance Rights will be granted to Mr Hugo Schumann (Director) (and/or his nominee(s)) pursuant to Resolution 10;
- (b) Mr Hugo Schumann falls within category 10.14.1 of the Listing Rules as he is a Director (and any nominee would be expected to fall within category 10.14.2 of the Listing Rules, as an associate of Mr Schumann);
- (c) the number of Director Performance Rights proposed to be issued to Mr Hugo Schumann (and/or his nominee(s)) pursuant to Resolution 10 is 2,500,000 Director Performance Rights, comprising:
 - (i) 500,000 Class A Director Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.15 or more on or before 31 December 2025;
 - (ii) 500,000 Class B Director Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.20 or more on or before 30 June 2026;
 - (iii) 750,000 Class C Director Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.25 or more on or before 31 December 2026; and
 - (iv) 750,000 Class D Director Performance Rights that will vest upon the Company achieving and maintaining a 20-day VWAP of \$0.30 or more on or before 31 December 2026;
- (d) the Shares issued on the exercise of the of the Director Performance Rights will be fully paid ordinary shares in the Company and will rank equally in all respects with the Company's existing Shares on issue;

- (e) the current remuneration package for Mr Hugo Schumann is detailed below (which excludes the proposed Director Performance Rights):

Director	Cash Salary & Fees (\$)	Share based payments (\$)		Total (\$)
		Performance Rights	Options	
Mr Hugo Schumann	\$53,520	-	-	\$53,520

- (f) the Company values the Director Performance Rights at \$82,500 (being \$0.033 per Director Performance Right) based on internal valuation by Company management. The valuation has been calculated based on the Share price as at the valuation date (13 October 2025), adjusted for the probability of these market vesting conditions being met, which is a qualitative assessment based on the assumptions below:
- (i) Share price at valuation date: \$0.066
 - (ii) Valuation date: 13 October 2025
 - (iii) Expiry Date:
 - (A) Class A: 31 December 2025
 - (B) Class B: 30 June 2026
 - (C) Class C: 31 December 2026
 - (D) Class D: 31 December 2026
 - (iv) Vesting conditions of Director Performance Right: Refer to Schedule 4
 - (v) Risk free interest rate: 3.60%
 - (vi) Volatility (discount): 80%;
- (g) the Director Performance Rights are proposed to be issued in order to remunerate and to align Mr Schumann's interests with Shareholders. This is primarily why the Director Performance Rights were chosen as the type of security to be offered to Mr Schumann and why it is considered appropriate to remunerate him in this way in addition to his other remuneration. Under the accounting standard AASB2 Share Based Payments, the Company will recognise an expense in the income statement based on the fair value of the Director Performance Rights over the period from the date of issue to the vesting date. The total of the fair value calculated internally by management for the Director Performance Rights proposed to be issued is \$82,500 at the date of this Notice;
- (h) the exercise price of the Director Performance Rights is nil (and no funds will be raised from the issue or conversion of the Director Performance Rights) and the relevant expiry date for each Class of Director Performance Rights is detailed in Schedule 4;
- (i) Mr Hugo Schumann has not previously been issued Performance Rights under the Plan;
- (j) the Director Performance Rights are intended to be granted within one month after the date of the Meeting, and by no later than three (3) years following the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (k) the Director Performance Rights will be issued for nil cash consideration and will have a nil issue price. No loans will be provided to Mr Hugo Schumann in relation to the acquisition of the Director Performance Rights (and the acquisition of Shares on any conversion of the Director Performance Rights) under the Plan;

- (l) the terms and conditions of the Director Performance Rights are summarised in Schedule 4, and the terms of the Plan are summarised in Schedule 5;
- (m) the Company notes that:
 - (i) details of any Equity Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14; and
 - (ii) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Equity Securities under the Plan after the resolution is approved and who were not named in this Notice will not participate until approval is obtained under that rule; and
- (n) a voting exclusion statement for Resolution 10 is included in the Notice.

11.7 Board recommendation

The Board (excluding Mr Hugo Schumann) recommends that Shareholders vote in favour of Resolution 10.

GLOSSARY

\$ or A\$ means Australian dollars.

15% Placement Capacity has the meaning given in Section 6.1.

7.1A Mandate has the meaning given in Section 6.1.

AEDT means Australian Eastern Daylight Time.

Agreement has the meaning given in Section 7.1.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

AWST means Australian Western Standard Time, being the time in Perth, Western Australia.

Board means the current board of directors of the Company.

Canaccord has the meaning given in Section 7.1.

Chair means the chair of the Meeting.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth) for the purposes of the definition of 'closely related party' in the Corporations Act.

Company means Global Uranium and Enrichment Ltd (ACN 619 387 085).

Constitution means the Company's constitution.

Contingent Consideration Shares has the meaning given in Section 8.1.

Convertible Note Agreements has the meaning given in Section 9.1.

Convertible Note Deed has the meaning given in Section 9.1.

Convertible Note Subscription Agreement has the meaning given in Section 9.1.

Convertible Notes has the meaning given in Section 9.1.

Corporations Act means the *Corporations Act 2001* (Cth).

Director means a director of the Company.

Director Performance Rights has the meaning given in Section 11.1.

Eligible Entity means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

Explanatory Statement means the explanatory statement accompanying, and forming part of, the Notice.

Fee has the meaning given in Section 7.1.

Issue Price has the meaning given in Section 6.3(d)(ii)

JORC Code means the 2012 edition of the 'Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves'.

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Listing Rules means the Listing Rules of ASX.

Maybell-Larson Agreement has the meaning given in Section 8.1.

Meeting means the meeting convened by the Notice.

Note Options has the meaning given in Section 9.1.

Notice means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share.

Option Scheme has the meaning given in Section 9.1.

Performance Right means a right, granted under the Plan, to acquire a Share.

Previous Approval has the meaning given in Section 6.3(f).

Previous Issue has the meaning given in Section 6.3(f).

Proxy Form means the proxy form accompanying, and forming part of, the Notice.

Remuneration Report means the remuneration report set out in the Directors' report section of the Company's annual financial report for the year ended 30 June 2025.

Resolutions means the resolutions set out in the Notice, or any one of them, as the context requires.

Schemes has the meaning given in Section 9.1.

Second Court Hearing means

- (a) in relation to the Share Scheme, the hearing at which the application made to the court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Share Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the hearing at which the adjourned application is heard; and
- (b) in relation to the Option Scheme, the hearing at which the application made to the court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Option Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the hearing at which the adjourned application is heard.

Section means a section of the Explanatory Statement.

Security means a Share, Option, or Performance Right (as applicable).

Share means a fully paid ordinary share in the capital of the Company.

Share Scheme has the meaning given in Section 9.1.

Shareholder means a registered holder of one or more Shares.

Snow Lake has the meaning given in Section 9.1.

Spill Meeting has the meaning given in Section 2.2.

Spill Resolution has the meaning given in Section 2.2.

Summit means Summit Strategies LLC.

Variable A means "A" as set out in the formula in Listing Rule 7.1A.2.

Vendors has the meaning given in Section 8.1.

VWAP has the meaning given to the term 'volume weighted average market price' in the Listing Rules.

Schedule 1

Material Terms and Conditions of the Maybell-Larson Agreement

The material terms and conditions of the Maybell-Larson Agreement are summarised below:

1. Acquisition

The Company agreed to purchase and the Vendors agreed to sell an undivided 100% legal and beneficial interest in 45 unpatented mining claims and one Colorado State mineral lease including all associated technical information in the possession and control of the Vendors (**Property**).

2. Deposit

The Company paid to the Vendors (or their nominees) a refundable cash deposit of USD\$50,000 upon execution of the Maybell-Larson Agreement.

3. Consideration:

Subject to satisfaction of the conditions precedent set out below, at completion, the Company was required to:

- (a) pay the Vendors (or their nominees) cash in the amount of USD\$25,000;
- (b) issue to the Vendors (or their nominees) A\$80,000 worth of fully paid ordinary shares in the capital of the Company based on the deemed issue price per Share equal to the VWAP of the Shares over the 20 trading days immediately preceding completion (**Consideration Shares**); and
- (c) grant to the Vendors a royalty of 0.5% of the gross smelter return on all materials produced from the Properties. The Company may at any time acquire 50% of the royalty (0.25%) from the Vendors by payment of USD\$100,000 in cash.

4. Contingent Consideration Shares

As additional consideration the Company agreed to issue the Vendors certain contingent consideration Shares based upon a JORC Code compliant inferred mineral resource (**Inferred Resource**) utilising a minimum cut-off grade of 250ppm U3O8. The amount of contingent consideration Shares issued is to be calculated as \$0.10 per pound of U3O8 in the Inferred Resource to be satisfied by the issue to the Vendors of that number of Shares based on the 20-day VWAP of Shares prior to the Company announcing the Inferred Resource (these are the Contingent Consideration Shares, as defined in Section 8.1). The milestone must be achieved by the date which is five (5) years from completion and is capped at a maximum of 25 million pounds.

5. Voluntary escrow:

The Consideration Shares were escrowed as follows:

- (a) in respect of 50% of the Consideration Shares, three (3) months voluntary escrow from completion; and
- (b) in respect of 50% of the Consideration Shares, nine (9) months voluntary escrow from completion.

6. Conditions Precedent

Completion of the acquisition was conditional on the satisfaction or waiver of the following conditions precedent:

- (a) the Company completing legal due diligence investigations on the Property, to the sole and absolute satisfaction of the Company; and
- (b) the Vendors, the Company, Maybell LLC and, if necessary, under the third-party agreements, the relevant third party, executing a deed of assignment and assumption in relation to each third-party agreement.

The conditions precedent above were required to be satisfied or waived within 30 days of the date of the Maybell-Larson Agreement.

7. Completion

Closing of the acquisition took shortly after the satisfaction or waiver of the last of the conditions precedent.

Schedule 2

Material Terms of the Convertible Notes

The material terms of the Convertible Notes are summarised below:

- 1. Noteholder**
Summit Strategies LLC is the noteholder (**Noteholder**).
- 2. Number and Face Value**
2,666,000 Convertible Notes (**Notes**) each with a face value of A\$1.00 per Note (plus any interest (on the relevant Note) which has been capitalised (if applicable) which occurs on a monthly basis) (**Face Value**).
- 3. Subscription Amount**
The subscription amount is A\$2,500,000.
- 4. Security**
The Notes are unsecured.
- 5. Transferability**
If an Event of Default (as defined below) occurs prior to the effective date of the Scheme, the Notes may be assigned or transferred to another party subject to the Noteholder delivering (or procuring the delivery) to Global Uranium and Enrichment Limited (**Company**), a deed of accession executed by the acceding party in respect of those Notes.
- 6. Maturity Date**
The earlier to occur of:
 - (a) the date which is nine months after the date of issue of the Notes; and
 - (b) the tenth day after the date by which the Company has issued sufficient Shares pursuant to the Capital Raising such that the aggregate funds raised upfront by, or for, the Company as consideration was at least A\$2,700,000,(**Maturity Date**).

Capital Raising means the first capital raising by the Company which the Company (at its sole discretion) announces to the ASX after the date of issue of the Notes, by way of one or more private placements or pro rata issues (or a combination of the two) comprising the issue of fully paid ordinary shares in the Company (**Shares**).
- 7. Interest rate**
12% per annum on the Face Value of the Notes.
- 8. Note Balance**
In respect of each Note, the note balance will be the sum of the Face Value plus any accrued but unpaid interest on the Face Value which interest has not been capitalised, in each case to the extent not already converted or redeemed or otherwise paid (**Note Balance**).
- 9. Conversion**
Subject to the Noteholder obtaining the approval of the Foreign Investment Review Board (if required), conversion of the Notes into Shares may occur in the following circumstances (to the extent the Notes were not previously converted or redeemed):
 - (a) if prior to the Maturity Date, it is anticipated that a Change of Control Event will occur, then the Notes will convert in their entirety into Shares on the first business day after the first Change of Control Event that occurs (such business day being a **Change of Control Conversion Date**) (**Change of Control Conversion**); and
 - (b) the Noteholder may elect to convert some (subject to a minimum conversion amount of A\$250,000, unless the Note Balance is less than A\$250,000) or all of the Notes into Shares by issuing the Company a conversion notice in writing, following which those Notes will convert into Shares within 10 business days after receipt of that notice (such business day being a **Voluntary Conversion Date**) (**Voluntary Conversion**).

The Change of Control Conversion Date or the Voluntary Conversion Date (as applicable), being a **Conversion Date**.

The number of Shares which the Company will issue to the Noteholder will be determined in accordance with the following formula:

$$A = \frac{B}{C}$$

where:

- **A** equals the number of Shares to be issued to the Noteholder;
- **B** equals the Note Balance; and
- **C** equals the Conversion Price.

The Shares issued on conversion will rank equally with existing Shares on issue at the time of the conversion.

A **Change of Control Event** means:

- (a) where shareholders of the Company approve any compromise or arrangement under Part 5.1 of the Corporations Act for the purpose of, a scheme for the acquisition of the Company by any person or persons (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), which will, upon becoming effective, result in any person (either alone or together with its Associates) owning 50% or more of the issued Shares; or
- (b) where a Takeover Bid is made to acquire 50% or more of the issued Shares (or such lesser number of Shares that when combined with the Shares that the bidder (in aggregate with its Associates (if applicable)) already holds a Relevant Interest in will amount to 50% or more of the issued Shares) and the Takeover Bid becomes unconditional and the bidder (together with its Associates (if applicable)) has a Relevant Interest in 50% or more of the issued Shares.

Associate, Relevant Interest and **Takeover Bid** have the meanings given to those terms in the Corporations Act.

10. **Conversion Price**

The conversion price for the Notes will be as follows:

- (a) Change of Control Conversion – A\$0.06 per Share; and
- (b) Voluntary Conversion – the higher amount of:
 - (i) A\$0.05 per Share (**Floor Price**); and
 - (ii) whichever of the following alternatives is lowest:
 - (A) A\$0.06 per Share;
 - (B) 90% of the VWAP of Shares calculated over the 10 consecutive trading days immediately preceding the date the conversion notice was received by the Company; or
 - (C) if a Capital Raising has been completed by the Company, the issue price per Share which was issued pursuant to the Capital Raising,

(each, a **Conversion Price**).

11. **Redemption rights**

The Company must redeem the Notes held by the Noteholder by paying the Note Balance to the Noteholder in immediately available funds, within five business days after the following:

- (a) on the Maturity Date, if the Notes have not otherwise been redeemed or converted; or

- (b) after the occurrence of an Event of Default (unless otherwise waived in accordance with the deed), the earlier of:
 - (i) the Maturity Date; or
 - (ii) the date the Noteholder provides written notice to the Company declaring the Note Balance to be due and payable).

12. Events of Default

The Notes contain customary events of default for a transaction of this nature, including any of the following events (if applicable):

- (a) the Company fails to perform any material undertaking or material obligation of the Company contained in the Convertible Note Subscription Agreement or Convertible Note Deed (the **Transaction Documents**) which is not capable of remedy, or if capable of remedy, is not remedied within a period of 10 business days of the earlier to occur of the Company becoming aware of such default and receipt of written notice from the Noteholder requiring such default to be remedied;
- (b) a warranty provided by the Company to the Noteholder in a Transaction Document is incorrect or misleading when made or taken to be made and the error is reasonably likely to have a material adverse effect and, if the circumstances giving rise to the misrepresentation can be remedied, the Company does not remedy them within 10 business days of receipt of written notice from the Noteholder notifying the Company, or the Company becoming aware of the relevant circumstances (whichever is the earlier);
- (c) the Company incurring, creating, assuming, guaranteeing, or otherwise become liable in respect of any indebtedness that ranks senior to the Notes in security;
- (d) all, or any part of, any provision of a Transaction Document is or becomes illegal, void, voidable, unenforceable or otherwise of limited force or effect;
- (e) any person becomes entitled to terminate, rescind or avoid all or any material part or material provision of a Transaction Document;
- (f) the execution, delivery or performance of a Transaction Document by the Company violates, breaches or results in a contravention of any law, regulation or authorisation;
- (g) the Company fails to pay an amount due and payable to the Noteholder under this deed and does not pay such amount in full within five business days of the relevant payment date;
- (h) the Company fails to perform any material undertaking or material obligation of the Company or defaults in any other manner under any other debt instrument which is not capable of remedy, or if capable of remedy, is not remedied within a period of 10 business days of the earlier to occur of the Company becoming aware of such default and receipt of a notice from the relevant counterparty to that debt instrument requiring such default to be remedied;
- (i) the Company fails to issue Shares on conversion of the Notes at the time when it is obligated to issue them under this deed and does not issue those required Shares within 10 business days of receipt of a Notice from the Noteholder stating that such Shares are due for issue; or
- (j) the occurrence of an insolvency event (as that term is defined in the deed),

(each, an **Event of Default**)

13. Additional Amount

If, at any time between the issue of the Notes and the earlier to occur of the Conversion Date or the Maturity Date, all of the following occur:

- (a) the 10-day VWAP of the Shares is below the Floor Price; and
- (b) Snow Lake terminates the Scheme Implementation Deed in accordance with:
 - (i) clause 12.1 (a)(i) (material breach);
 - (ii) clause 12.1 (a)(iii) (entry into implementation agreement); or

- (iii) clause 3.5, arising from a failure to satisfy the condition in clause 3.1(i) (No GUE Material Adverse Change), 3.1(k) (No GUE Prescribed Occurrence), or 3.1(m) (No GUE Regulated Event),

of the Scheme Implementation Deed,

then the additional amount of A\$315,000 (**Additional Amount**) will be payable by the Company either (at its election):

- (c) in Shares (with the Conversion Price calculated in the same manner as for a Voluntary Conversion) calculated and issued at a time to be determined by the Company on or prior to the Maturity Date, subject to the Company obtaining shareholder approval for the issue of those Shares; or
- (d) in immediately available funds on the Maturity Date.

14. **Participation Rights**

The Noteholder is not entitled to vote at a meeting of the Company's shareholders, receive any dividends declared by the Company or participate in any new issues of securities offered to the Company's shareholders during the term of the Notes, unless and until the Notes are converted and the Noteholder holds Shares.

15. **Bonus Issue**

If, at any time before the Notes are converted or redeemed, the Company makes a bonus issue of securities to existing shareholders of the Company (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (a) the number of Shares which must be issued on the Conversion Date will be increased by the number of Shares which the Noteholder would have received if the Noteholder had converted the Notes before the record date for the bonus issue; and
- (b) no change will be made to the Conversion Price.

16. **Reconstruction**

If the Company reorganises its capital in any way while the Notes are on issue, the number of Shares will be reconstructed in the same proportion and manner as the reconstruction of the issued capital of the Company or otherwise in a manner which will not result in any benefit being conferred on the Noteholder which is not conferred on holders of Shares but in all other respects, the terms of the Notes will remain unchanged.

17. **Scheme**

If, prior to the Maturity Date, it is anticipated that the Scheme would result in a Change of Control Event, then the Company must provide written notice to the Noteholder specifying the anticipated date for that event, at least 20 business days before that anticipated date, and at the Noteholder's election, the Company must co-operate in good faith and use all reasonable endeavours to negotiate with Snow Lake regarding the assignment and assumption of the Notes such that the Notes would have the ability (upon the Noteholder's election) to convert into Snow Lake shares following the effective date of the Scheme.

If the Noteholder provides an election, the number of Snow Lake shares to be issued to the Noteholder on conversion of a Note will be calculated as follows:

$$A = \frac{B}{C}$$

where:

- **A** equals the number of Snow Lake shares that the Noteholder will receive;
- **B** equals the Note Balance, represented in US\$; and
- **C** equals the Snow Lake Conversion Price.

The Snow Lake Conversion Price will be calculated as follows:

$$C = \frac{D \times F}{E}$$

where:

- **C** equals the new conversion price of the Notes in Snow Lake shares, represented in US\$;
- **D** equals A\$0.06;
- **E** equals the Scheme Consideration (as that term is defined in the Scheme Implementation Deed); and
- **F** equals the average US\$ to A\$ exchange rate as posted by the Reserve Bank of Australia for the 10 business days included in the Scheme VWAP.

Scheme VWAP means the average of the daily volume weighted average price of Snow Lake shares traded on NASDAQ during the 10 business day period ending on (and including) the day which is two business days before the date of the Scheme Meeting (being (in summary) the meeting of relevant Shareholders to vote on the Share Scheme).

18. Other

The terms of the Convertible Notes contain customary representations and warranties provided by the Company for a transaction of this nature.

Schedule 3

Note Option Terms and Conditions

1. Entitlement

Each Note Option entitles the registered holder of the Note Option (**Holder**) to subscribe for one (1) fully paid ordinary share (**Share**) in Global Uranium and Enrichment Ltd ACN 619 387 085 (**Company**) upon exercise of the Note Option, in accordance with (and subject to) the terms below.

2. Exercise Price and Expiry Date

Exercise Price per Note Option	Expiry Date
A\$0.12 per Note Option	5.00 pm (Australian Western Standard Time) on the date which is three (3) years after the date of issue of the Note Option

3. Exercise Period

Each Note Option is exercisable at any time prior to the Expiry Date. A Note Option not exercised by the Expiry Date will automatically lapse at 5.00 pm (Australian Western Standard Time) on the Expiry Date.

4. Notice of Exercise

Note Options may be exercised at any time prior to the Expiry Date by notice in writing to the Company (in a form acceptable to the Company and accompanied by the option certificate or holding statement for those Note Options for cancellation by the Company (if any such certificate or holding statement exists)) (**Note Option Exercise Form**) and payment to the Company of the applicable Exercise Price for each Note Option being exercised. Any Note Option Exercise Form for an Note Option received by the Company will be deemed to be a notice of the exercise of that Note Option as at the date of receipt. Following the exercise of Note Options those Note Options will automatically lapse.

5. Minimum Exercise Parcel

Note Options must be exercised in multiples of one hundred thousand (100,000) unless fewer than one hundred thousand (100,000) Note Options are held by a Holder.

6. Shares issued on Exercise

Shares issued on exercise of the Note Options rank equally with the then issued Shares of the Company and are free of all encumbrances, liens and third party interests. Upon issue of the Shares, the Holder agrees to become a member of the Company and to be bound by the Constitution.

7. Timing of Issue of Shares and Quotation of Shares on Exercise

Within five (5) Business Days after receipt of an Note Option Exercise Form given in accordance with these terms and conditions and payment of the applicable Exercise Price for each Note Option being exercised, the Company will:

- (i) allot and issue the number of Shares required under these terms and conditions in respect of the number of Note Options specified in the Note Option Exercise Form and for which cleared funds have been received by the Company;
- (ii) give ASX a notice that complies with section 708A(5)(e) of the *Corporations Act 2001* (Cth) (**Corporations Act**) or, if the Company is unable to meet the requirements of 708A(5), lodge a prospectus with ASIC that qualifies the Shares for resale under section 708A(11) of the *Corporations Act*; and
- (iii) apply for official quotation on ASX of Shares issued pursuant to the exercise of the Note Options.

8. Participation in new issues and other rights

A Holder who holds Note Options is not entitled to:

- (i) notice of, or to vote or attend at, a meeting of the holders of Shares (**Shareholders**);

- (ii) receive any dividends declared by the Company; or
- (iii) participate in any new issues of securities offered to Shareholders during the term of the Note Options,

unless and until the Note Options are exercised and the Holder holds Shares.

9. Adjustment for reorganisation

In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company, all rights of the Holder will be changed to the extent necessary to comply with the ASX Listing Rules and the Corporations Act applying to the reorganisation of capital, at the time of the reorganisation. In the event that the Company is not admitted to the official list of the ASX at the time of the reconstruction, all rights of the Holder will nonetheless be changed in accordance with the rules set out in ASX Listing Rule 7.22 and the Corporations Act.

10. Adjustment for rights issues

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu of or in satisfaction of dividends or by way of dividend reinvestment) there will be no adjustment to the Exercise Price.

11. Adjustment for bonus issues

If the Company makes a bonus issue or other securities convertible into Shares pro rata to holders of Shares, the number of Shares which the Holder is entitled to receive when they exercise the Note Option, shall be increased by that number of securities which the Holder would have been issued if the Note Options then held by the Holder had been validly exercised and the resulting Shares had been held immediately prior to the record date for the bonus issue. No change will be made in such circumstances to the Exercise Price.

12. Quotation of Note Options

The Company will not seek official quotation of any Note Options.

13. Transferability

The Note Options are non-transferrable.

Schedule 4

Terms and conditions of Director Performance Rights

The terms and conditions of the Director Performance Rights are summarised below:

1. Entitlement

Each Director Performance Right entitles the holder to subscribe for one (1) Share upon conversion of the Director Performance Right.

2. Plan

The Director Performance Rights will be granted under the Company's Employee Incentive Performance Rights Plan.

Defined terms in these terms and conditions have the same meaning as in the Plan. In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.

3. Vesting Conditions and Expiry Dates

The Director Performance Rights shall be able to be converted to Shares upon satisfaction of the following vesting conditions (subject also to satisfaction of the six month service period specified immediately below the table) and shall expire on the following expiry dates:

Class of Director Performance Rights	Number of Director Performance Rights	Vesting Condition	Expiry Date
Class A	500,000	The Company achieving and maintaining a 20-day VWAP of \$0.15 or more on or before 31 December 2025.	31 December 2025
Class B	500,000	The Company achieving and maintaining a 20-day VWAP of \$0.20 or more on or before 30 June 2026.	30 June 2026
Class C	750,000	The Company achieving and maintaining a 20-day VWAP of \$0.25 or more on or before 31 December 2026.	31 December 2026
Class D	750,000	The Company achieving and maintaining a 20-day VWAP of \$0.30 or more on or before 31 December 2026.	31 December 2026

Upon achievement of a Vesting Condition, the relevant Director Performance Rights can only be converted to Shares upon the holder having completed six (6) months of continuous employment or engagement following achievement of the Vesting Condition, whether as a consultant or Board member, unless the holder and the Company mutually agree to terminate such engagement or employment.

4. Consideration

Each Director Performance Right will be issued for nil cash consideration.

5. Notification to holder

The Company shall notify the holder in writing when the relevant Vesting Condition has been satisfied.

6. Conversion

Subject to paragraph 3, immediately following satisfaction of the relevant Vesting Condition, each relevant Director Performance Right will convert into one (1) Share upon the holder lodging with the Company, on or prior to the Expiry Date, a written notice of

conversion of the relevant Director Performance Rights specifying the number of Director Performance Rights being converted (**Exercise Notice**).

7. Share ranking

All Shares issued upon the vesting of a Director Performance Right will, upon issue, rank pari passu in all respects with other Shares on issue.

8. Application to ASX

The Director Performance Rights will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on conversion of a Director Performance Right on ASX within the time period required by the ASX Listing Rules.

9. Transfer of Shares

Shares issued on conversion of a Director Performance Right are subject to the following restrictions:

- (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on conversion of the Director Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Act;
- (b) all Shares issued on conversion of the Director Performance Rights are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and
- (c) all Shares issued on conversion of the Director Performance Rights are subject to the terms of the Company's Securities Trading Policy.

10. Lapse of a Director Performance Right

If the Vesting Condition attached to the relevant Director Performance Right has not been satisfied prior to its Expiry Date, the relevant Director Performance Rights will automatically lapse on the Expiry Date.

11. Participation in new issues

A Director Performance Right does not entitle a holder (in their capacity as a holder of a Director Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues, other than as set out below.

12. Reorganisation of capital

If at any time the issued capital of the Company is reconstructed, all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

13. Adjustment for bonus issue

In the event the Company proceeds with a bonus issue of securities to Shareholders after the date of issue of the Director Performance Rights, a Director Performance Right does not confer the right to a change in the number of underlying securities over which the Director Performance Right can be converted.

14. Dividend and Voting Rights

The Director Performance Rights do not confer on the holder an entitlement to receive notice of, vote at or attend a meeting of the shareholders of the Company (except as otherwise required by law) or receive any dividends declared by the Company.

15. Change of Control

Upon a Change of Control Event (as defined in the Company's Employee Incentive Performance Rights Plan) occurring, or upon the Board determining that a Change of Control Event is likely to occur:

- (a) the Class B, Class C and Class D Director Performance Rights will automatically vest, and shall be deemed to have been automatically exercised and converted (notwithstanding the matters in paragraph 6 above not having occurred); and

- (b) in respect of the Class A Director Performance Rights, the Board may in its discretion determine an alternate manner in which any or all of the holder's Class A Director Performance Rights will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the Change of Control Event.

16. Timing of issue of Shares and quotation of Shares on conversion

Within five (5) business days after the issue of an Exercise Notice by the holder, the Company will:

- (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
- (b) if required, issue a substitute certificate for any remaining unconverted Director Performance Rights held by the holder;
- (c) if required and subject to paragraph 9(a), give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
- (d) in the event the Company is admitted to the official list of ASX, do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules.

17. Forfeiture of a Director Performance Right

A Director Performance Right will be forfeited in the following circumstances:

- (a) where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company or its subsidiaries);
- (b) where the holder acts fraudulently or dishonestly, negligently, in contravention of any Company (or its subsidiaries') policy or wilfully breaches their duties to the Company or its subsidiaries;
- (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan;
- (d) on the date the holder or their nominee (if applicable) becomes insolvent; or
- (e) on the Expiry Date.

18. Buy Back

Subject to applicable law, the Company may at any time buy-back the Director Performance Rights in accordance with the terms of the Plan.

19. No rights to return of capital

A Director Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

20. Rights on winding up

A Director Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.

21. No other rights

A Director Performance Right gives the holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

22. Restrictions on dealing

A Director Performance Right cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the

consent of the Board in which case a Director Performance Right may be exercisable on terms determined by the Board.

A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Director Performance Right that has been granted to them.

23. Subdivision 83AC-C

Subdivision 83A-C of the *Income Tax Assessment Act 1997* applies to the Director Performance Rights.

Schedule 5

Terms and conditions of the Plan

1 Eligible Participant

Eligible Participant means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time.

2 Purpose

The purpose of the Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Participants;
- (b) link the reward of Eligible Participants to Shareholder value creation; and
- (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of performance rights (**Performance Rights**).

3 Plan administration

The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion (except to the extent that it prevents the Participant relying on the deferred tax concessions under Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth)). The Board may delegate its powers and discretion.

4 Eligibly, invitation and application

The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Performance Rights provided under the Plan on such terms and conditions as the Board decides. On receipt of an invitation, an Eligible Participant may apply for the Performance Rights the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

5 Grant of Performance Rights

The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Performance Rights, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

6 Rights attaching to Performance Rights

Prior to a Performance Right being converted, the holder:

- (a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Performance Right other than as expressly set out in the Plan;
- (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company;
- (c) is not entitled to receive any dividends declared by the Company; and
- (d) is not entitled to participate in any new issue of Shares (see Adjustment of Performance Rights section below).

7 Vesting of Performance Rights

Any vesting conditions applicable to the Performance Rights will be described in the invitation. A vesting condition for a Performance Right may, subject to applicable laws, be waived by the Board by written notice to the relevant Participant and on such terms and conditions as determined by the Board and set out in that notice.

If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Performance Rights have vested. Unless and until the vesting notice is issued by the Company, the Performance Rights will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Performance Right are not satisfied and/or otherwise waived by the Board, that security will lapse.

8 Conversion of Performance Rights

To convert a Performance Right, the Participant must deliver a signed notice of exercise at any time following vesting of the Performance Right (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice.

A Performance Right may not be converted unless and until that security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

9 Timing of issue of Shares and quotation of Shares on conversion

As soon as practicable after the valid conversion of a Performance Right by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unconverted Performance Rights held by that Participant.

10 Restrictions on dealing with Performance Rights

A holder may not sell, assign, transfer, grant a security interest over or otherwise deal with a Performance Right that has been granted to them unless otherwise determined by the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Performance Right that has been granted to them.

However, in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the Participant) a Participant may deal with Performance Rights granted to them under the Plan with the consent of the Board.

11 Listing of Performance Rights

A Performance Right granted under the Plan will not be quoted on the ASX or any other recognised exchange.

12 Forfeiture of Performance Rights

Performance Rights will be forfeited in the following circumstances:

- (a) where a Participant who holds Performance Rights ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Group), all unvested Performance Rights will automatically be forfeited by the Participant;
- (b) where a Participant acts fraudulently or dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group;
- (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan;
- (d) on the date the Participant becomes insolvent; or
- (e) on the expiry date of the Performance Rights.

Notwithstanding the above, the Board may decide (on any conditions which it thinks fit) that some or all of the Participant's Performance Rights will not be forfeited at that time, but will be forfeited at the time and subject to the conditions it may specify by written notice to the Participant.

13 Change of Control

If a change of control event occurs, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the holder's Performance Rights will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the change of control event.

14 Adjustment of Performance Rights

If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Performance Rights will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Performance Rights is entitled, upon convert of those Performance Rights, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Performance Rights are converted.

Unless otherwise determined by the Board, a holder of Performance Rights does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

15 Rights attaching to Shares

All Shares issued or transferred under the Plan or issued or transferred to a Participant upon the valid conversion of a Performance Right, will rank equally in all respects with the Shares of the same class for the time being on issue except for any rights attaching to the Shares by reference to a record date prior to the date of the allotment or transfer of the Shares. A Participant will be entitled to any dividends declared and distributed by the Company on the Shares issued upon conversion of a Performance Right and may participate in any dividend reinvestment plan operated by the Company in respect of Shares. A Participant may exercise any voting rights attaching to Shares issued under the Plan.

16 Disposal restrictions on Shares

If the invitation provides that any Shares issued upon the valid conversion of a Performance Right are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.

For so long as a Share is subject to any disposal restrictions under the Plan,

the Participant will not:

- (a) transfer, encumber or otherwise dispose of, or have a security interest granted over that Share; or
- (b) take any action or permit another person to take any action to remove or circumvent the disposal restrictions without the express written consent of the Company.

17 General Restrictions on Transfer of Shares

If the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on conversion of an Performance Right may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Act. Restrictions are imposed

by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available. These laws may restrict the acquisition or disposal of Shares by you during the time the holder has such information.

Any Shares issued to a holder upon conversion of a Performance Right shall be subject to the terms of the Company's Performance Rights Trading Policy.

18 Buy-Back

Subject to applicable law, the Company may at any time buy-back Performance Rights and Shares issued upon conversion of Performance Shares in accordance with the terms of the Plan.

19 Employee Share Trust

The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Performance Rights for holders under the Plan and delivering Shares on behalf of holders upon conversion of Performance Rights.

20 Maximum number of Performance Rights

The Company will not make an invitation under the Plan which involves monetary consideration if the number of Shares that may be issued, or acquired upon conversion of Performance Rights offered under an invitation, when aggregated with the number of Shares issued or that may be issued as a result of all invitations under the Plan during the 3 year period ending on the day of the invitation, will exceed 5% of the total number of issued Shares at the date of the invitation (unless the Constitution specifies a different percentage and subject to any limits approved by Shareholders under Listing Rule 7.2 Exception 13(b)).

21 Amendment of Plan

Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Performance Rights have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

22 Plan duration

The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

If a Participant and the Company (acting by the Board) agree in writing that some or all of the Performance Rights granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Performance Rights may be cancelled in the manner agreed between the Company and the Participant.

23 Income Tax Assessment Act

The Plan is a plan to which Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.

Schedule 6

Worked Examples of the conversion of the Convertible Notes into Shares

The following worked examples are conceptual and no forecast is made of what the actual Conversion Price will be or what the actual number of Shares issuable upon conversion of the Convertible Notes will be (if such conversion occurs). The actual amounts would be calculated in accordance with the relevant formula in Schedule 2.

Note that the amounts in the tables below are approximations and have been subject to rounding adjustments.

Example	Total number of Shares to be issued to Summit if all Convertible Notes are converted (but excluding any Additional Amount referred to in paragraph 13 of Schedule 2)
<p>Example 1: Assuming either:</p> <ul style="list-style-type: none"> • a Change of Control Conversion occurs (in which case the Conversion Price for the Convertible Notes will be A\$0.06 per Share); or • a Voluntary Conversion occurs and assuming that the Conversion Price for the Convertible Notes will be A\$0.06 per Share. <p>Also assuming that that the Note Balance (as defined in Schedule 2) converted into Shares is A\$2.75 million (comprised of assumed Face Value plus assumed interest on the Convertible Notes which has accrued but is uncapitalised). The actual Note Balance will likely differ, as it will be calculated as detailed in Schedule 2.</p>	<p>Number of Shares = $2,750,000 / 0.06 = 45,833,333$ Shares</p>
<p>Example 2: Assuming a Voluntary Conversion occurs and assuming that the Conversion Price for the Convertible Notes will be A\$0.05 per Share (being the Floor Price).</p> <p>Also assuming that that the Note Balance (as defined in Schedule 2) converted into Shares is A\$2.75 million (comprised of assumed Face Value plus assumed interest on the Convertible Notes which has accrued but is uncapitalised). The actual Note Balance will likely differ, as it will be calculated as detailed in Schedule 2.</p>	<p>Number of Shares = $2,750,000 / 0.05 = 55,000,000$ Shares</p>
<p>Example 3: Assuming a Voluntary Conversion occurs and assuming that the Conversion Price for the Convertible Notes will be A\$0.055 per Share.</p> <p>Also assuming that that the Note Balance (as defined in Schedule 2) converted into Shares is A\$2.75 million (comprised of assumed Face Value plus assumed interest on the Convertible Notes which has accrued but is uncapitalised). The actual Note Balance will likely differ, as it will be calculated as detailed in Schedule 2.</p>	<p>Number of Shares = $2,750,000 / 0.055 = 50,000,000$ Shares</p>

Example	Total number of Shares to be issued to Summit pursuant to the Additional Amount referred to in paragraph 13 of Schedule 2 (assuming the Additional Amount of A\$315,000 is triggered under that paragraph and assuming the Company elects for such Additional Amount to be payable in the form of Shares)
Example 1: Assuming the Conversion Price in respect of the Additional Amount is A\$0.05 per Share (being the Floor Price).	Number of Shares to issue pursuant to the Additional Amount = $315,000 / 0.05 = 6,300,000$ Shares
Example 2: Assuming the Conversion Price in respect of the Additional Amount is A\$0.06 per Share.	Number of Shares to issue pursuant to the Additional Amount = $315,000 / 0.06 = 5,250,000$ Shares
Example 3: Assuming the Conversion Price in respect of the Additional Amount is A\$0.055 per Share.	Number of Shares to issue pursuant to the Additional Amount = $315,000 / 0.055 = 5,727,272$ Shares

Schedule 7

Worked Examples of the conversion of the Convertible Notes into common shares in Snow Lake (under paragraph 17 of Schedule 2)

The following worked examples are conceptual and no forecast is made of what the actual Snow Lake Conversion Price (as defined in paragraph 17 of Schedule 2) will be or what the actual number of common shares in Snow Lake issuable upon conversion of the Convertible Notes will be (if such conversion occurs in the circumstance provided in paragraph 17 of Schedule 2). The actual amounts would be calculated in accordance with the relevant formula in that paragraph.

Each of the worked examples assumes that the conversion of all the Convertible Notes into shares in Snow Lake triggers under that paragraph.

Note that the amounts in the tables below are approximations and have been subject to rounding adjustments.

Example	Total number of Snow Lake shares to be issued to Summit if all Convertible Notes are converted into Snow Lake shares pursuant to paragraph 17 of Schedule 2
<p>Example 1: Assuming that the relevant Scheme VWAP (as defined in Schedule 2) is the same as the Snow Lake closing share price of US\$4.69 as at 19 October 2025 (and assuming it converts to A\$ at an exchange rate of 1.5444) and that the Snow Lake Conversion Price for the Convertible Notes will be US\$2.90575 (based on assumed Scrip Consideration (as defined in the Scheme Implementation Deed, which the Company announced to ASX on 6 October 2025) of 0.01337).</p> <p>Also assuming that that the Note Balance (as defined in Schedule 2) converted into Snow Lake shares is US\$1,780,625 (assuming an exchange rate of 0.6475 to convert the Note Balance to US\$) - comprised of assumed Face Value plus assumed interest on the Convertible Notes which has accrued but is uncapitalised. The actual Note Balance will likely differ, as it will be calculated as detailed in Schedule 2.</p>	<p>Number of Snow Lake shares = $1,780,625 / 2.90575 = 612,793$ Snow Lake shares</p>
<p>Example 2: Assuming that the relevant Scheme VWAP is US\$2.345³ (and assuming it converts to A\$ at an exchange rate of 1.5444) and that the Snow Lake Conversion Price for the Convertible Notes will be US\$1.45287 (based on assumed Scrip Consideration (as defined in the Scheme Implementation Deed) of 0.0267).</p> <p>Also assuming that that the Note Balance (as defined in Schedule 2) converted into Snow Lake shares is US\$1,780,625 (assuming an exchange rate of 0.6475 to convert the Note Balance to US\$) - comprised of assumed Face Value plus assumed interest on the Convertible Notes which has accrued but is uncapitalised. The actual Note Balance will likely differ, as it will be calculated as detailed in Schedule 2.</p>	<p>Number of Snow Lake shares = $1,780,625 / 1.45287 = 1,225,591$ Snow Lake shares</p>

³ Being 50% less than the Snow Lake closing share price of US\$4.69 as at 19 October 2025.

<p>Example 3: Assuming that the relevant Scheme VWAP is US\$9.38⁴ (and assuming it converts to A\$ at an exchange rate of 1.5444) and that the Snow Lake Conversion Price for the Convertible Notes will be US\$5.81586 (based on assumed Scrip Consideration (as defined in the Scheme Implementation Deed) of 0.00668).</p> <p>Also assuming that that the Note Balance (as defined in Schedule 2) converted into Snow Lake shares is US\$1,780,625 (assuming an exchange rate of 0.6475 to convert the Note Balance to US\$) - comprised of assumed Face Value plus assumed interest on the Convertible Notes which has accrued but is uncapitalised. The actual Note Balance will likely differ, as it will be calculated as detailed in Schedule 2.</p>	<p>Number of Snow Lake shares = 1,780,625 / 5.81586 = 306,167 Snow Lake shares</p>
<p>Example 4: Assuming that the Snow Lake Conversion Price for the Convertible Notes will be US\$0.46317 (assuming the Maximum Scrip Consideration (as defined in the Scheme Implementation Deed) applies, being 0.083878).</p> <p>Also assuming that that the Note Balance (as defined in Schedule 2) converted into Snow Lake shares is US\$1,780,625 (assuming an exchange rate of 0.6475 to convert the Note Balance to US\$) - comprised of assumed Face Value plus assumed interest on the Convertible Notes which has accrued but is uncapitalised. The actual Note Balance will likely differ, as it will be calculated as detailed in Schedule 2.</p>	<p>Number of Snow Lake shares = 1,780,625 / 0.46317 = 3,844,430 Snow Lake shares</p>

⁴ Being double the Snow Lake closing share price of US\$4.69 as at 19 October 2025.

GLOBAL URANIUM AND ENRICHMENT LTD | ABN 21 619 387 085

Your proxy voting instruction must be received by **9:00am (AEDT) on Monday, 24 November 2025**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 - APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automicgroup.com.au>.

Lodging your Proxy Voting Form:

Online

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

